

GENERAL TERMS

1. SERVICES AND ORDERS

1.1 Services - General

The Services offered by C2U to the Supplier consist of providing a marketplace for and supporting the sale, supply and Delivery of C2U Products by the Supplier to Customers by:

- (a) providing the Platform Services as further described in clause 1.2;
- (b) performing Deliveries as further described in clause 3; and
- (c) such other matters which are incidental to the operation of the C2U Platform as determined by C2U in its discretion from time to time,

(together, '**Services**').

1.2 Platform Services

As part of the Platform Services:

- (a) C2U provides the C2U Platform for suppliers of C2U Products to enter into agreements to:
 - (i) offer C2U Products for purchase by Customers; and
 - (ii) fulfil Orders of C2U Products for Customers;
- (b) C2U shall market and promote the C2U Platform to Customers as it sees fit from time to time;
- (c) C2U shall use reasonable endeavours to ensure that the C2U Platform will be available and functioning properly at all times, subject to the usual downtime, outages and matters beyond C2U's reasonable control, and C2U gives no guarantees in this regard; and
- (d) C2U shall provide support services to Suppliers and Customers who use the C2U Platform to order C2U Products.

1.3 Orders

- (a) To create an Order for C2U Products with a Customer using the C2U Platform, the following process shall apply:
 - (i) The Customer makes an offer to buy certain C2U Products through the C2U Platform on the terms and conditions described in the Order;
 - (ii) Orders may be referred to C2U by one or more Order Referral and Delivery Partners;
 - (iii) C2U in its discretion refers the Order to the Supplier and Supplier confirms whether the Supplier can supply the Order on the terms and conditions described in the Order;
 - (iv) If the Supplier confirms through the C2U Platform that an Order is able to be supplied and is accepted, a Supply Contract is formed, and the Supplier shall:
 - A. get the Order ready for collection by a Carrier within 30 minutes of receiving the Order during Business Hours; and
 - B. have the Order available for collection by the Pick-Up Time.
- (b) C2U reserves the right to in its absolute discretion to cancel any Orders for any reason, including without limitation, an error in the price or the description of C2U Products or a Customer error in placing the Order.

- (c) Orders will be referred by C2U to the Supplier in its absolute discretion based on C2U's own criteria, but having regard to the geographic location of the Supplier. There is no guarantee that any, or any particular number, of Orders will be referred to the Supplier under this Agreement.
- (d) Details of any referred Order (including the terms and conditions described in the Order) will be made available to the Supplier via the C2U e-commerce dashboard.
- (e) In the event that the Supplier either:
 - (i) advises it cannot supply the Order; or
 - (ii) fails to confirm whether or not it can supply the Order within the stipulated time-frame,the referred Order will be void, and without limitation to any other right of C2U, C2U may refer the Order to any other provider of C2U Products.

2. CUSTOMER FEES

2.1 Order Charges

- (a) With respect to the sale of Prescription Products by the Supplier to Customers:
 - (i) **Annexure B** illustrates the payments that the Supplier shall receive, depending on whether the C2U Product is a PBS Product or Non-PBS Prescription Product; and
 - (ii) for the PBS Products identified in **Annexure B**, these are examples only, and the full list of C2U Products with pricing is in the PBS Price List.
- (b) With respect to each Order:
 - (i) the revenue is collected as follows:
 - A. C2U receives the Customer Fees from the Customer; and
 - B. the Supplier receives any applicable Government Subsidies in respect of Prescription Products (not via C2U) and retains this for its own account; and
 - (ii) the Customer Fees are distributed as follows:
 - A. for PBS Products:
 - I. subject to sub-paragraph II, C2U remits to the Supplier, subject to sub-paragraph B, the Base Fee plus the PBS Affiliate Fee ('**PBS Product Fee**'); and
 - II. if the amount that the Supplier receives for the Government Subsidy is more than the PBS Product Fee, the Supplier rebates the difference to C2U ('**Fee Rebate**'); and
 - B. for Non-PBS Prescription Products and OTC Products, C2U remits to the Supplier the Flat Fee; and
 - (iii) any amounts with respect to Customer Fees not remitted to the Supplier under sub-paragraph (ii) are, as between C2U and the Customer, retained for C2U's own account as fee for the Services provided under this Agreement, including without limitation the Platform Fee and any Delivery Fee.

2.2 Payment Terms

- (a) C2U shall invoice and collect the Customer Fees from the Customer.
- (b) C2U will, within 7 Business Days after the end of each month, provide to the Supplier a Tax Invoice and remittance advice setting out the following information with respect to all Orders transacted between the Supplier and a Customer during the previous month:
 - (i) a summary of Order transactions, including the total amount payable to the Supplier in respect of the relevant month;
 - (ii) in respect of each Order transaction:
 - A. the applicable Base PBS Fee, PBS Affiliate Fee and Government Subsidy (if any);
 - B. the applicable PBS Product Fee or Fee Rebate (if any);
 - C. the applicable Flat Fee (if any);
 - D. any Customer Refunds calculated under clause 2.4; and
 - E. the Platform Fees.
- (c) C2U shall pay the amount owing on the Tax Invoice within 5 Business Days of providing it to the Supplier. If the amount owed to the Supplier is negative, the Supplier shall pay the amount owing within 5 Business Days of receiving the Tax Invoice, unless the parties agree to set the amount off against other debts between the parties.
- (d) Supplier is responsible for all charges incurred by Supplier, regardless of whether or not a charge was authorised by Supplier. Supplier will be responsible for charges incurred due to fraudulent or other unpermitted activity on the part of use of C2U Platform. Supplier must notify C2U promptly upon discovery of fraudulent or unpermitted activity occurring via the Supplier's access to the C2U Platform.

2.3 Disputes

- (a) If all or part of Tax Invoice is disputed by the Supplier, it must notify C2U in writing within 5 Business Days from the date of the statement, failing which it will be deemed to be accepted.
- (b) In the event that all or part of a Tax Invoice is disputed by the Supplier, the total fee charged in relation to the Order becomes a Disputed Amount. Any Disputed Amount shall be withheld from the payment to Supplier until such dispute is resolved.

2.4 Refunds and Chargebacks

- (a) C2U reserves the right to assess any refund request from the Customer based on its refund policy, as updated from time to time.
- (b) Any refund resolved in the Customer's favour will be set off against payments otherwise due to the Supplier, except where the refund is due to any negligent or unlawful act or omission of C2U, its employees or officers.
- (c) In the event of a chargeback, C2U will assess each chargeback on a case-by-case basis. Any chargeback resolved in the Customer's favour will be set off against payments otherwise due to the Supplier, except where the refund is due to any negligent or unlawful act or omission of C2U, its employees or officers.

2.5 Taxes

- (a) The parties agree that:

- (iii) Subject to clause 2.5(b), all Payments have been calculated without regard to GST;
 - (iv) if the whole or any part of any Payment is the consideration for a Taxable Supply, the recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST Amount, as applicable. Unless otherwise agreed in writing and subject to the terms of the rest of this Agreement, such additional amount is to be paid on the earlier of (i) the date on which the first Payment in relation to the Taxable Supply becomes payable and (ii) the date five Business Days after the date on which an Invoice is issued in relation to the Taxable Supply;
 - (v) Without limitation to the foregoing, the parties acknowledge and agree that the Platform Fee is a Taxable Supply and that the applicable GST Amount will be passed through to the Supplier;
 - (vi) if a Payment is determined by reference to any cost, expense or liability incurred by a party (the 'Payee'), the reference to cost, expense or liability means the actual amount incurred by the Payee less the amount of any GST Input Tax Credit the Payee is entitled to claim in respect of that cost, expense or liability;
 - (vii) if a Payment is a payment, reimbursement or indemnification of a loss determined by reference to revenue received and costs incurred, the revenue will be the revenue earned net of GST and the costs will be determined in accordance with paragraph (iii);
 - (viii) if, in relation to a Taxable Supply, an Adjustment Event occurs that gives rise to an Adjustment then the GST Amount will be adjusted accordingly and where necessary a payment will be made to reflect that adjustment. If a payment is required, it will be made within five Business Days' of the issue of the Adjustment Note by the supplier;
 - (ix) if a party is a member of a GST Group, references to GST for which the party is liable and to Input Tax Credits to which the party is entitled include GST for which the Representative Member of the GST Group is liable and Input Tax Credits to which the Representative Member is entitled; and
 - (x) any capitalised terms used in this clause which are not defined elsewhere in this Agreement shall have the meaning given to that term by GST Law.
- (b) Unless otherwise agreed, C2U shall provide to Supplier Tax Invoices in respect of sales for the relevant period.
- (c) Each party agrees to do all things, including providing invoices or other documentation containing stipulated information that may be necessary or desirable to enable or assist the other party to claim any credit, set off, rebate or refund in relation to any GST included in any payment made under this Agreement.

3. DELIVERY OF C2U PRODUCTS

- (a) The parties acknowledge and agree that, with respect to Orders:
- (i) C2U and its Carriers collect the C2U Products on behalf of, and Deliver the C2U Products to, the Customer;
 - (ii) C2U and its Carriers do not Dispense any Poisons within the meaning of relevant law;
 - (iii) the Supplier is the Dispenser of any Poisons within the meaning of relevant law; and
 - (iv) C2U does not purchase or acquire title to any Product at any time.
- (b) **Annexure A** sets out further terms and conditions related to Delivery.

4. SUPPLIER OBLIGATIONS

4.1 Poison Orders

- (a) Supplier acknowledges that it takes the ultimate responsibility to determine whether each Prescription presented to it through the C2U Platform is accurate, true and reasonable.
- (b) Supplier must decide whether or not to Dispense Poisons and whether to query the Customer based on relevant laws and regulations, and C2U has no involvement in, knowledge of or liability for the decision whether to Dispense. The Supplier shall be provided the contact details, including the phone number, of the Customer to enable it to fulfil any regulatory duties.
- (c) C2U has no responsibility for the correctness or, suitability or otherwise with respect to Prescription Products, and does not check them in any way other than transcribing Prescriptions for the purposes of facilitate the pricing of the Order. Any such transcribed information should not be relied upon by the Supplier in determining whether to Dispense or with respect to otherwise fulfilling the Prescription Product Order.
- (d) If Supplier decides not to Dispense a Poison, Supplier must notify C2U as soon as possible so C2U can cancel the Order between the Customer and the Supplier.

4.2 Supplying C2U Products

If Supplier decides to supply any Order, including without limitation a Prescription Product Order:

- (a) C2U Products supplied by Supplier must comply with the Order, be as described and comply with all relevant laws and regulations;
- (b) Supplier must package and handle the C2U Products in accordance with all relevant laws and regulations; and
- (c) Supplier will include any merchandise or other material provided by C2U, provided such merchandise complies with laws and regulations.

4.3 Pharmacy Registration Requirements

- (a) During the Term, Supplier must at all times meet and comply with the following requirements:
 - (i) the Supplier must hold a current Pharmaceutical Benefits Scheme ('**PBS**') Licence;
 - (ii) all pharmacists employed by or working at the Supplier are registered with the Pharmacy Board of Australia ('**PBA**')/Australian Health Practitioner Regulation Agency ('**AHPRA**');
 - (iii) all pharmacists employed by or working at the Supplier meet national and state pharmacy board requirements, relevant state legislation and professional codes of practice; and
 - (iv) all pharmacists employed by or working at Supplier adhere to AS85000:2017 Quality Care Community Pharmacy Standard (AS85000:2017) (or its successor standard),(together, '**Pharmacy Registration Requirements**').
- (b) The Supplier acknowledges and agrees that C2U may undertake an audit regularly and no less than every six months of the Supplier to ensure that the Supplier is continuing to meet and comply with the Pharmacy Registration Requirements.
- (c) The Supplier must immediately notify C2U in writing if it ceases to meet and comply with the Pharmacy Registration Requirements. Supplier acknowledges and agrees that in the event that Supplier does not meet and comply with the Pharmacy Registration Requirements, C2U may immediately cease to engage with or provide services to the Supplier, including any Orders, until C2U is satisfied that the Supplier is compliant.
- (d) The Supplier must immediately notify C2U in writing if it receives any complaint or notice from the PBA, AHPRA or any other regulatory body against the Supplier or any pharmacist employed by, or working at the Supplier.

4.4 Service Quality

- (a) Supplier acknowledges and agrees that it is fully responsible for the suitability and quality of services it provides to Customers.

4.5 Insurance

- (a) Supplier must hold public and product liability and professional indemnity insurance, each with a coverage limit of not less than \$20 million each.

4.6 Bupa Members

- (a) From time to time, C2U may refer Orders to the Supplier with respect to Bupa Member customers.
- (b) The Supplier must not use asynchronous communication channels (such as, without limitation, email or instant messenger platforms with functionality for both parties to send and receive communications) to facilitate prescribing or communicating with a Bupa Member customer for the purpose of prescribing.
- (c) The Supplier must notify C2U in writing if it receives any complaint from a Bupa Member, in which case:
 - (i) the Supplier must promptly obtain a legally valid and appropriate Privacy Consent from the Bupa Member to share the complaint and relevant details (including Health Information if relevant) with C2U and Bupa;
 - (ii) Supplier must then share the relevant details of the complaint (including Health Information if relevant) with C2U; and
 - (iii) C2U may then share those details with Bupa.

4.7 Other Obligations

- (a) Supplier must comply with all laws and regulations, including, without limitation health and privacy, with respect to each Order.
- (b) Where an Order is referred to Supplier by one of C2U's Order Referral and Delivery Partners, Supplier must, with respect to that Order, comply with the relevant terms and conditions described in **Annexure D**, as updated from time to time.
- (c) Supplier must handle each Order with reasonable care, without undue delay.
- (d) Supplier agrees to promote the Services and C2U wherever and whenever possible.
- (e) The Supplier agrees to enable the capacity to receive and dispense digital prescriptions (i.e. paperless) via the C2U Platform within 30 days of this technical capability being made legally and technically available in Australia, and from that time on not require C2U to return the Scripts.
- (f) Supplier must disclose to C2U if it has any conflicts of interest, whether in its own right or through its officers, directors, employees, associates or shareholders, with the interests of C2U or its officers, directors, employees, associates or shareholders.
- (g) Supplier must not:
 - (i) during the Term of this Agreement or for 6 months after termination or expiry attempt to solicit the custom of any Customer through direct marketing or other means whereby such Customer is induced to contract with the Supplier for products or services outside the C2U Platform, or otherwise discontinue their use of the C2U Platform;

- (ii) during the Term, enter into a similar agreement with a competitor platform to the C2U Platform; or
- (h) during the Term of this Agreement or for 6 months after termination or expiry use any information gained under this Agreement to compete with the C2U Platform, including without limitation by launching, or assisting any other person to launch, a competitive service to the C2U Platform.

5. C2U SOFTWARE

- (a) Supplier acknowledges that in order to be registered as a supplier with C2U it must allow C2U POS software ('**C2U Software**') to be locally installed by or on behalf of C2U on the Supplier's IT system computer ('**Supplier Computer**').
- (b) Supplier grants C2U the right through the C2U Software to access, retrieve, transmit, use, store, copy, modify and create derivative works based on Raw Data obtained via the C2U Software, for purposes including without limitation, in assisting with optimising the Services and purposes incidental to this, and to create Processed Data Outputs.
- (c) In order to install and configure the C2U Software for the Supplier, Supplier shall promptly upon request advise C2U:
 - (i) the point-of-sale ('**POS**') software used;
 - (ii) where the POS data is stored locally on the computer;
 - (iii) the computer name; and
 - (iv) the dispensing software used.
- (d) The Supplier must give C2U access to its premises and the Supplier Computer at reasonable times in order to install and configure the C2U Software, and maintain it as necessary. However, when the C2U Software requires maintenance or updating, the C2U Software will typically do so unassisted, automatically and remotely, and Supplier must not do anything to interfere with this.
- (e) The Supplier Computer must be continuously connected to the internet and should be the computer on which, or with access to a server on which, the main POS data is stored.
- (f) C2U grants Supplier a royalty-free, non-exclusive licence to use the C2U Software on the Supplier Computer in connection with the above.

6. WARRANTIES AND LIABILITY

6.1 Warranties

Supplier warrants that:

- (a) it has and will maintain at all times during the Term all applicable licences and consents necessary to supply the C2U Products, including without limitation Poisons;
- (b) it will comply with all applicable laws and regulations in supplying the C2U Products, including without limitation Poisons; and
- (c) it will not breach any agreement, arrangement or understanding with a third party as a result of entering into or performing any part of this Agreement.

6.2 Limitation of Liability

- (a) Except for liability in relation to breach of any implied condition, warranty or guarantee, including under the *Competition and Consumer Act 2010* (Cth), the exclusion of which from a

contract would contravene any statute or cause any part of this Agreement to be void (**Non-excludable Condition**), to the extent permitted by law C2U specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the failure of a Customer to make any payment or otherwise comply with the Supply Contract).

- (b) Except for liability in relation to a breach of any Non-excludable Condition, C2U's liability to you is limited to the total amount of \$100.00. C2U's liability to you for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.
- (c) Except for liability in relation to any Non-excludable Condition, the C2U Platform is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the extent allowed by law.
- (d) C2U accepts no liability for any aspect of the Supplier and Customers interaction, including but not limited to the delivery and performance of C2U Products. C2U has no obligation to any User to assist or involve itself in any way in any dispute between a Customer and the Supplier.

6.3 Indemnification

- (a) Supplier agrees to indemnify and hold C2U and its officers, directors, employees, and agents harmless from and against any claims, demands, losses, liabilities and expenses (including legal fees), arising out of or in connection with:
 - (i) Supplier's use of the Services or the C2U Platform, including Supplier's use of information obtained through the Services or the C2U Platform;
 - (ii) Supplier's breach or violation of this Agreement; and
 - (iii) Supplier's violation of the rights of any third party, including with respect to any third party content.

7. TERM AND TERMINATION

- (a) The Agreement continues unless terminated by either party on 45 days' prior written notice.
- (b) If you materially breach this Agreement C2U reserves the right to suspend or terminate this Agreement with or without written notice and without prejudice to any other right or remedy.
- (c) If you breach an obligation contained in clauses 4.3 to 4.6:
 - (i) C2U may suspend this Agreement and cease to engage with you until the breach is rectified; and
 - (ii) If the breach persists, C2U may terminate this Agreement.

8. INTELLECTUAL PROPERTY

- (a) In performing the Services, C2U may use material created, developed or licensed by Supplier (**Supplier Material**) which is provided to C2U by or at the direction of Supplier for the purposes of this Agreement. The parties acknowledge and agree that:
 - (i) as between C2U and Supplier, the Intellectual Property Rights in the Supplier Material remains vested in Supplier or its licensors and nothing in this Agreement operates to transfer to C2U any right or title to, or any interest in, any Supplier Material; and

- (ii) Supplier grants to C2U a non-exclusive licence to use Supplier Material for the purposes of performing the Services under this Agreement.
- (b) In performing the Services, Supplier may use materials which have been created, developed or licensed by C2U, such as information about Members and Orders ('**C2U Material**'), which is provided to Supplier by or at the direction of C2U for the purposes of this Agreement. To the extent such C2U Material is made available to Supplier, C2U grants to Supplier a non-exclusive, royalty-free, revocable licence to use C2U Material for the purposes of and during the term of this Agreement.
- (c) The parties acknowledge and agree that:
 - (i) C2U owns the C2U IP and as between C2U and Supplier, the Intellectual Property Rights in the C2U Material remains vested, and vest immediately upon creation, in C2U or its licensors and nothing in this Agreement operates to transfer to Supplier any right or title to, or any interest in, any C2U IP.
 - (ii) to the extent that any Intellectual Property Rights in C2U IP vest in Supplier, Supplier immediately assigns all such Intellectual Property Rights to C2U and agrees to do all things reasonably necessary to confirm or register such Intellectual Property Rights as being the property of C2U.
 - (iii) As between the parties, C2U owns the Processed Data Outputs and nothing in this Agreement assigns or transfers ownership of the Processed Data Outputs to the Supplier.
- (d) Upon expiry or termination of this Agreement, subject to the relevant material being required to be retained by law, each party shall at the election of the other party either (i) return the C2U Material or Supplier Material (as relevant) to the other party; or (ii) destroy such material and provide the other party with a customary certificate confirming such destruction.

9. CONFIDENTIALITY

- (a) Subject to paragraph (b), each party ('**Receiving Party**') shall not disclose to a third party, nor use for any purpose other than exercising its rights or fulfilling its obligations under this Agreement, any Confidential Information received from the other party ('**Disclosing Party**') in whatever form, including any reference to the specific terms and conditions of this Agreement or to its activities in any media statement, without the prior written permission of the Disclosing Party.
- (b) Paragraph (a) does not apply to Confidential Information which:
 - (i) was in the possession of the Receiving Party before disclosure;
 - (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of this clause;
 - (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party;
 - (iv) is required to be disclosed pursuant to law;
 - (v) is required to be disclosed pursuant to in connection with the requirements of an exchange on which the securities of a party or its Related Bodies Corporate are listed; or
 - (vi) is disclosed in confidence to a party's lawyers, accountants, banks, financing sources, and the parties' advisors who have a reasonable need to know that information.
- (c) Each party must limit access to the Confidential Information to those of its employees for whom such access is necessary for the proper performance of this Agreement, which personnel must undertake to keep such information confidential.

- (d) The obligations set forth in this clause will survive the expiration or termination of this Agreement for a period of two years.
- (e) The parties acknowledge that:
 - (i) a breach of this clause may cause damage to the other parties or their Related Bodies Corporate;
 - (ii) monetary damages alone would not be adequate compensation to a party for another party's breach of its obligations under this clause, and that a party is entitled to seek specific performance or injunctive relief for a breach or threatened breach of this clause.

10. FORCE MAJEURE

Neither party is liable to the other for any delay or non-performance of its obligations under this Agreement in the event that, and to the extent, such delay or non- performance is due to a Force Majeure Event.

11. GENERAL

- (a) This Agreement may be subject to any special conditions ('**Special Conditions**') as agreed with you in the pharmacy section of the C2U Platform.
- (b) Nothing in this Agreement shall be taken as giving rise to a relationship of employment, partnership or (unless expressly stated) agency. This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications. If any term or provision of this Agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Agreement and the remaining terms and conditions will be unaffected.
- (c) Any dispute arising out of or in connection with this Agreement will be submitted to arbitration in Sydney in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Fast Track Arbitration Rules.
- (d) You must notify us as soon as reasonably practicable of any changes to your details, including but not limited to changes in your ownership, shareholders, directors, registered office or business address.
- (e) This Agreement is governed by, and construed in accordance with, the laws of New South Wales is located. Neither party may transfer or assign this Agreement without the other party's prior written consent (not to be unreasonably withheld).
- (f) C2U is not a party to any Supply Contracts and operates as an independent contractor. It is not a partner, employee, joint venture, fiduciary or (unless expressly stated) agent or legal representative of the Supplier. Neither party has authority to bind the other in any way.
- (g) C2U may amend this Agreement from time to time by written notice, including without limitation any fees, and the new version of the terms will be hosted on the pharmacy section of the C2U Platform. Such amendments shall not affect any current Orders.

12. DEFINITIONS AND INTERPRETATIONS

12.1 Definitions

In this Agreement:

'**Base PBS Fee**' is the applicable wholesale price (ex GST) in the PBS Price List for the relevant PBS Product in an Order.

'**Bupa**' means Bupa Telehealth Pty Ltd.

'Bupa Member' means a person who holds a current, private health insurance policy with Bupa HI Pty Ltd (ABN 81 000 057 590).

'Business Days' means a day that is not a Saturday, Sunday, public holiday or bank holiday in the relevant state or territory of Australia where the Delivery occurs.

'Business Days' means the hours provided by the Supplier through the C2U Platform as the hours they are open on a Business Day.

'Carriers' means individuals who Deliver C2U Products from the Supplier Address to the Customer.

'C2U Content' means all advertising, marketing, trade marks and other IPR (including, without limitation, text, graphics, video and URLs) owned by C2U that we use on the C2U Platform or in providing the Services.

'C2U Data' means any and all data, content, code, materials and other information owned, generated or collected by us, or otherwise acquired or licensed to us by other third parties, in developing and operating the C2U Platform and otherwise in performing the Customer Services, Services and in performance of this Agreement, including without limitation Processed Data Outputs.

'C2U IP' means any pre-existing, present or future Intellectual Property that is owned or controlled by C2U in relation to the conceptualisation, development and operation of the C2U Platform, C2U Content and/or C2U Products, including without limitation C2U Data.

'C2U Platform' means the 'chemist2u' mobile applications available from the App Store and Google Play Store (**'C2U Apps'**) and the website available at www.chemist2u.com.au, including all related programs, features, functions, processes and systems (together, **'C2U Platform'**).

'C2U Product' means any products authorised by C2U to be made available over the C2U Platform, including, without limitation, OTC Products and Prescription Products.

C2U Product Fee means the fee charged by the Supplier to the Customer for the C2U Product or Order, excluding Delivery Charges.

'Confidential Information' means all confidential and proprietary information of C2U, whether disclosed to you orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, business, financial, product and technical information.

'Customer' means a purchaser or potential purchaser of C2U Products through the C2U Platform, and without limitation includes Prescribers' patients who have been prescribed Prescription Products.

'Customer Address' means the address for Delivery provided by the Customer through the C2U Platform.

'Customer Fees' means the fees payable by a Customer for the C2U Products, excluding Delivery Fees.

'Customer Services' means the provision of the C2U Platform to Customers as Members, the Deliveries of C2U Products and ancillary matters including the return of Scripts to Suppliers as required.

'Delivery' means the transport and delivery of a C2U Product to a Customer from a Supplier in fulfilment of an Order, for which C2U and its Carriers are authorised by the Supplier, and

'Deliver' has a corresponding meaning.

'Delivery Fee' means the amount charged to the Customer by C2U for the physical delivery of the Order.

'Delivery Services' means the services provided to a Customer to Deliver C2U Products purchased from a Supplier via an Order.

'Dispense' means the supply or dispensing of a Prescription Product by a Health Practitioner.

'Fee Rebate' means the amount payable to the Supplier to C2U under clause 2.1(b)(ii)(A).

'Flat Fee' means 82.0% of the standard supplier list price as communicated to C2U by the Supplier in the agreed manner, either by the C2U Software or via the C2U dashboard, for the Non-PBS Product.

'General Terms' means these general terms and conditions which, together with the Platform Terms, comprise the Agreement.

'Government' means the Commonwealth Government of Australia.

'Government Subsidy' is the amount payable to the Supplier by the Government through the PBS to subsidise the cost of the relevant C2U Product.

'Health Information' has the meaning given to it in the Privacy Laws.

'Health Practitioner' means a person approved under the TGA to Dispense Prescription Products, and includes the Supplier but excludes C2U and its Carriers.

'Indirect Losses' includes losses of profits, revenue, opportunity, anticipated savings or data or any indirect or consequential loss or damage.

'Intellectual Property' means intellectual property owned by a party, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including without limitation patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

'Intellectual Property Rights' or **'IPRs'** means all industrial and intellectual property rights including but not limited to copyright (both present and future), Confidential Information (including know-how and trade secrets), moral rights, patents, designs and trademarks, any *suis generis* database protection rights and in each case whether registered or not.

'Non-PBS Prescription Products' means Prescription Products that are not PBS Products, including, without limitation, RPBS Products.

'Member' means a person who has registered as a member of the C2U Platform to order C2U Products, and who becomes a Customer when they make an Order.

'Order' means an order by a Customer for C2U Products through the C2U Platform, which results in a Supply Contract.

'Order Referral and Delivery Partner' means any entity that operates a product ordering and delivery platform from time to time that has an agreement with C2U to refer Customers for Orders and to provide delivery services for those Orders, and which imposes additional terms and conditions on Suppliers as set out in **Annexure D**.

'OTC Product' means a C2U Product that is not a Prescription Product, and without limitation includes PM Products and POM Products.

'**PBS**' means the Pharmaceutical Benefits Scheme operated by the Government.

'**PBS Affiliate Fee**' is the amount of \$5.00 per Order payable to the Supplier in return for the sale of PBS Products through the C2U Platform.

'**PBS Price List**' means the base price list referred to in **Annexure C** to this Agreement.

'**PBS Product Fee**' means the amount payable by C2U to the Supplier under clause 2.1(b)(ii)(A)(I).

'**PBS Product**' means a Prescription Product included on the PBS Price List from time to time.

'**Pharmacy Registration Requirements**' means the pharmacy registration requirements contained in clause 4.3 that the Supplier must comply with.

'**Poisons**' means C2U Products which are Prescription Products, PM Products and POM Products.

'**POM Product**' means a substance listed in Schedule 3 ("Pharmacist Only Medicine") of the TGA.
'**Prescriber**' means a person who is approved to prescribe Prescriptions for Prescription Products under the *Therapeutic Goods Act 1989* (Cth).

'**Pick-up Time**' means the date and time an Order is available to be picked up from the Supplier Address, as set by the Supplier in the C2U Platform. Which must be within 30 minutes of the Order being placed unless otherwise agreed in writing with C2U.

'**Platform Fee**' means the amount charged by C2U to the Supplier for the Platform Services.

'**Platform Services**' means the services with respect to making available the C2U Platform and operating the online marketplace for Customers and pharmacy suppliers to transact the sale of C2U Products as Members of the C2U Platform, as further described in clause 1.2.

'**Platform Terms**' means the form which the parties have executed for the C2U Platform, and which, together with the General Terms, comprise the Agreement.

'**PM Product**' means a substance listed in Schedule 2 ("Pharmacy Medicine") of the TGA.

'**Prescriptions**' means prescriptions for Prescription Products issued by a Prescriber under the TGA.

'**Prescription Products**' means C2U Products which require Prescriptions.

'**Privacy Consent**' means express, explicit written consent from an individual to the collection of their personal information and for the specific uses and disclosures which will be made with that personal information in accordance with the requirements of Privacy Laws.

'**Privacy Laws**' means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) and any other legislation, principles, industry codes and policies relating to the handling of personal information.

'**Processed Data Outputs**' means processed data outputs that are created by C2U based on processing, refining or otherwise developing the Raw Data, which may be used by C2U in its absolute discretion.

'**Raw Data**' means information and data obtained via the C2U Software, including without limitation regarding:

- (i) The quantity and value of sales of goods and services by Supplier's business;
- (ii) Demographic information relating to the prescribing doctor in relation to any pharmaceutical sales by Supplier, but specifically excluding the doctor's name and personal information; and

- (iii) Supplier's customers, including general demographic information such as the customer's age and postcode but specifically excluding Personal Information such as the customer's name, credit card details and Medicare number; and
- (iv) such other information and data Supplier allows C2U to access and use, or that Supplier does not object to C2U accessing and using within 30 days of Supplier receiving a written request from C2U for such access and use.

'RPBS Product' means a Prescription Product that is prescribed to a Department of Veterans' Affairs beneficiary (and, to avoid doubt, which is not a PBS Product).

'Script' means the paper on which Prescription Products are prescribed by a Prescriber.

'Services' means the services described in clause 1.1 of these General Terms.

'Supplier Address' means the address on the Front page of the Platform Terms.

'Supply Contract' means a binding agreement entered into between the Supplier and the Customer to transact through the C2U Platform via an Order.

'Tax Invoice' means tax invoice within the meaning of the GST Law.

'TGA' means the *Therapeutic Goods Act 1989* (Cth), as amended from time to time.

12.2 Interpretation

In this Agreement the following rules of interpretation apply unless the contrary intention appears:

- (a) A reference to a party means a party to this Agreement;
- (b) A reference to a clause is a reference to a clause of these General Terms;
- (c) Headings are for convenience only and do not affect the interpretation of this Agreement;
- (d) The singular includes the plural and vice versa;
- (e) Words that are gender neutral or gender specific include each gender;
- (f) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) This Agreement includes all schedules and attachments to them;
- (h) When the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;
- (j) A term or expression starting with a capital letter:
 - (i) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act: and
 - (ii) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

Annexure A

Delivery matters

1. General

- 1.1 The Supplier authorises or engages C2U and its Carriers to Deliver C2U Products to Customers under this Agreement.
- 1.2 To the extent that the C2U Products being Delivered are Poisons, C2U and its Carriers do not themselves Dispense the Poisons within the meaning of relevant laws and regulations.
- 1.3 As part of Delivery, C2U shall:
 - (a) organise the collection of the C2U Products from the Supplier by a Carrier at the Supplier Address, and deliver the C2U Products to the Customer Address; and
 - (b) for Prescription Products, where applicable, organise the collection of Scripts from the Customer at the Customer Address by a Carrier, and deliver the Scripts to the Supplier Address.
- 1.4 C2U and its Carriers have no responsibility to check the contents of an Order, nor responsibility for C2U Product disputes, including without limitation where an Order is defective, short-delivered or otherwise does not contain the C2U Products specified in the Order. Without prejudice to the foregoing, C2U or a Carrier may contact the Supplier if it becomes aware that any C2U Product in an Order is defective, short delivered or otherwise not the C2U Products specified in the Order. In such case the Supplier shall at its own cost make available replacement C2U Products for collection as soon as possible.
- 1.5 An Order will be deemed to be successfully delivered by C2U unless C2U notifies the Supplier that it has been unable to deliver the Order.
- 1.6 In consideration of performing the Delivery, C2U shall collect and retain a Delivery Fee from the Customer.

2. Conditions of Carriage

- 2.1 You must not use the Services to transport any illegal, prohibited, stolen, explosive, inflammable, or otherwise dangerous or hazardous goods or live animals, or any other goods other than C2U Products ordered through the C2U Platform (**'Restricted Goods'**).
- 2.2 If C2U or its Carrier believe on reasonable grounds that the goods you wish to Deliver consists of or contains Restricted Goods, then:
 - (a) C2U or its Carrier are not obliged to Deliver the goods to the intended Customer or return the C2U Products to you;
 - (b) you will be liable to pay a cancellation fee or a return fee (if applicable) to return the C2U Products from the Customer to you;
 - (c) C2U or its Carrier may deal with the C2U Products in accordance with any applicable laws, which may include rendering safe, destroying the goods or delivering the goods to the police, defence or emergency services. If C2U or its Carrier does so on reasonable grounds and in accordance with the law, then C2U or its Carrier shall not be liable to reimburse you in full or in part for the goods so dealt with. In addition, any costs incurred by C2U or its Carrier in relation to rendering safe or destroying the goods pursuant to this clause shall be recoverable from you.
- 2.3 Where the C2U Products to be delivered are perishable, you must ensure that they are properly packed for carriage and Delivery.

3. Delivery Issues

3.1 To prevent any Delivery issues from arising, you must ensure that:

- (a) all Delivery information (such as Customer's address, name and contact details) provided to C2U is accurate and complete; and
- (b) all Delivery orders (including any delivery instructions) are given to the particular Carrier assigned to you for a particular delivery order.

If the Delivery information provided to C2U is not accurate or if the Order is given to a Carrier that is not assigned for that particular Order, C2U or its Carrier shall not be liable for any additional costs and expenses that may be incurred in relation to the delivery (and if applicable, re-delivery) of the C2U Products.

3.2 You must ensure that the C2U Products to be delivered are packaged to withstand handling, transport and storage. The Carrier may refuse to Deliver the goods if they deem that the goods are packaged in a way that there is a risk of the goods being damaged during the delivery process. If so, the Delivery Services Fee will not be refundable and in addition you will be liable for any additional costs and expenses (such as cancellation fee) that may be incurred in relation to the Delivery goods.

3.3 In addition, you must ensure that the sizes of the C2U Products to be handed over to the Carrier match the description of the sizes as specified by you when placing the delivery requests. The Carrier may refuse to Deliver the goods if the sizes of the C2U Products do not match the description. If so, you will be liable for any additional costs and expenses (such as cancellation fee) that may be incurred in relation to the C2U Products.

3.4 You authorise C2U to disclose your contact details and/or the Customer's contact details to the Carrier for the sole purpose of contacting you and/or the Customer to seek further instructions or assistance in the event of any delivery issues. Where the Carrier is not able to contact you and the Customer, to prevent the loss of the delivery goods, you authorise the Carrier to return the delivery C2U Products to you and you will be liable for any additional costs and expenses that may be incurred in relation to the delivery (and if applicable, re-delivery) of the goods.

3.5 Where you or the Customer have provided for an authority to leave the Non-Prescription Products at the location nominated by you, C2U or its Carrier shall be allowed do so without incurring any liability, except to the extent where C2U or its Carrier have acted negligently or wrongfully.

4. Non-solicitation

4.1 Where you circumvent the Services after discovering a Carrier through the Services and subsequently hire that Carrier, you will be liable to C2U for a success fee equal to 25% of the amount which would have been charged to you by the Carrier (excluding GST) over a 12-month period commencing on the date the Carrier begins its Services to you (the '**Success Fee**').

4.2 You and/or your employees, agents, representatives, related entities or associated entity (as defined in the Corporations Act 2001) will not, during the period of your registration with C2U and during the subsequent 12 months after first being introduced to the Carrier by C2U, either directly or indirectly, without written consent from C2U, employ, solicit, or engage or attempt to engage with that Carrier for performance of services, other than via the Application. If you contravene this clause, you will be liable to C2U for an introduction fee equivalent to 25% of the amount which would have been charged to you by the Carrier (excluding GST) over a 12-month period commencing on the date the Carrier begins its Services to you ('**Introduction Fee**').

4.3 For the avoidance of doubt, you must use the Services as your exclusive method to engage any Carrier you have been introduced to via the Application unless C2U agrees otherwise in writing. Under no circumstances will C2U grant you the right to employ, solicit or engage the Carrier without C2U receiving the Success Fee or Introduction Fee.

- 4.4 Where C2U agrees to release you from this clause for consideration of the Success Fee or Introduction Fee, you are required to pay C2U the Success Fee or Introduction Fee in advance prior to the Carrier performing the services to you, unless agreed otherwise. This amount shall be due and payable no later than 30 days after the start date of the engagement, unless agreed otherwise.
- 4.5 If you do not agree with any of these provisions, please terminate your account immediately and cease usage of the Services. Your obligation to pay any Success Fee and/or Introduction shall survive any termination or modification of the Agreement.
- 4.6 You grant C2U the right to examine your books, accounts and records at such reasonable times as may be reasonably requested by C2U for the sole purpose of ascertaining whether you are in breach of this paragraph 4. You further agree to deliver up a copy of any engagement agreement between you and the Carrier (if any) within 7 days from C2U's written request, such request not to be unreasonably made.
- 4.7 You acknowledge and agree that this paragraph 4 is fair and reasonable under the circumstances and these restraints are reasonably necessary to protect C2U's business interests as it has expended significant resources in advertising, marketing and staffing to make its Services possible.

Annexure B

Supplier Base Fee Table – Example for Prescription Items

	1	2	3	4	5	6	7	8
	Standard Products		Premium Products		Safety Net Standard		Safety Net Premium	
Example Medication	Antibiotic A		Antibiotic B		Antibiotic A		Antibiotic B	
Customer Definition	General	Concession	General	Concession	General	Concession	General	Concession
Customer Fee	\$15.00	\$7.30	\$30.00	\$7.30	\$7.30	\$0.00	\$7.30	\$0.00
Government Subsidy (paid to pharmacy)	\$0.00	\$5.20	\$140.00	\$163.80	\$5.20	\$12.50	\$163.80	\$170.30
Total	\$15.00	\$12.50	\$170.00	\$171.10	\$12.50	\$12.50	\$171.10	\$170.30
Base PBS Fee	\$1.50	\$1.50	\$160.00	\$160.00	\$1.50	\$1.50	\$160.00	\$160.00
PBS Affiliate Fee	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
	\$6.50	\$6.50	\$165.00	\$165.00	\$6.50	\$6.50	\$165.00	\$165.00
Platform Fee	\$8.50	\$6.00	\$5.00	\$6.00	\$6.00	\$6.00	\$6.00	\$5.30
Settlement Amount*	\$6.50	\$1.30	\$25.00	\$1.30	\$0.50	(\$6.00)	\$1.30	(\$5.30)

Notes:

The PBS examples identified above are examples only, and the full list of C2U Products is available via the PBS.gov.au website.

C2U remits to the Supplier the Base PBS Fee plus the PBS Affiliate Fee. However, if the amount that the Supplier receives for the Government Subsidy is more than the Base PBS Fee plus the PBS Affiliate Fee, the Supplier rebates the difference to C2U.

Any amounts not remitted to the Supplier are, as between C2U and the Customer, retained for C2U's own account as fee for the Services provided under this Agreement, including without limitation the Platform Fee and any Delivery Fee.

Annexure C

PBS Price List

The PBS Price List is calculated by reference to the information available on the PBS website, as updated from time to time.

C2U reserves the right to update the PBS Price List from time to time.

Annexure D

Additional Terms for Order Referral and Delivery Partners

Uber Eats

1. UBER

- (a) C2U has entered into an agreement with the Uber Parties for Order Referral and Delivery Services with respect to the Uber Eats platform, which allows C2U to place orders for items and request delivery of those items (**Uber Eats Platform**) under the Merchant Agreement General Terms (Australia) (**General Terms**) and its addendum.
- (b) Where an Order is referred to you via Uber, the relevant Uber "General Terms" available at <http://t.uber.com/generalterms-au> (or its replacement URL) with respect to that Order shall apply to you as a 'Merchant', subject to the addition of the following clauses.

2. Special Indemnified Claims

- (a) **Special Indemnified Claims.** In addition to the indemnities in section 10.1 of the General Terms, Supplier will indemnify, defend (at Uber and Portier Pacific's option) and hold harmless Uber and their affiliates and respective directors, officers, employees and agents ('**Uber Indemnified Parties**') from and against any and all claims, damages, losses, expenses, fines and penalties (including reasonable legal fees) (collectively, '**Uber Losses**') with respect to any claim arising out of or related to Supplier, and / or Supplier's employees or agents:
 - (i) the negligence and wilful misconduct of Supplier, and its employees or agents, arising from or in connection with this Agreement;
 - (ii) any breach by Supplier, its employees or agents, of any of the Uber General Terms;
 - (iii) any third party claim arising out of or related to any harm resulting from a violation, or alleged violation, by Supplier of any applicable retail food or other health and safety code, rule or regulations; and
 - (iv) selling or supplying a Pharmaceutical Item via the Uber Eats App that contravenes the *Competition and Consumer Act 2010* (Cth) (as amended or restated from time to time) in any manner whatsoever.

Supplier's liability to the Uber Indemnified Parties under this section will be reduced proportionately to the extent that the Uber Losses were caused or contributed to by any wilful, negligent, or wrongful act or omission of, or default by the Uber Indemnified Parties.

- (b) **Procedure.** If Supplier is given notice of any potential claim subject to indemnification under section 2(a), Supplier will assume the defence of the claim through counsel designated by Supplier and reasonably acceptable to the Uber Indemnified Parties. Supplier will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Uber Indemnified Parties, which will not be unreasonably withheld. The Uber Indemnified Parties will reasonably cooperate with Supplier in the defence of a claim, at Supplier's expense.

3. Personal Data

- (a) Supplier will be solely responsible for ensuring that Supplier processes Personal Data strictly in accordance with the terms of this Agreement, including but not limited to section 8.2 of the General Terms. In addition, Supplier will procure that Supplier:
- (i) takes reasonable steps to protect Personal Data from unauthorised access, modification, use, disclosure, loss or interference or other similar risks;
 - (ii) except as instructed by Uber or Portier Pacific or as necessary for the purpose of providing Items under this Agreement, does not take steps to de-identify, anonymize or aggregate Personal Data;
 - (iii) takes reasonable steps to limit access to the Device and the Personal Data contained within to personnel authorised by Supplier. The Device should be placed in a location and in such a manner where only authorised personnel are able to access the Device and/or view the Device screen. For the sake of clarity, customers and other members of the public must not have access to the Device and the Personal Data contained within;
 - (iv) instructs all authorised personnel that they must not make copies of the Personal Data in any form or manner unless doing so is necessary to provide Items under this Agreement;
 - (v) takes reasonable steps to protect the Device from theft, loss, or any other form of unauthorised access; and
 - (vi) ensures that all personnel who process Personal Data are aware of and comply with the applicable terms of the Agreement. If requested by Uber it shall provide evidence that adequate training has been provided to all personnel before they are provided access.

4. Devices

- (a) Notwithstanding section 7(a) of the General Terms, if Portier Pacific supplies a tablet or other mobile device (**Device**) to Supplier, Supplier must ensure that all such Devices are:
- (i) only used for the purpose of receiving the Uber Services; and
 - (ii) not transferred, loaned, sold or otherwise provided in any manner to any third party.
- (b) Notwithstanding section 7(b) of the General Terms, Supplier acknowledges and agrees that:
- (i) Devices remain the property of Uber at all times;
 - (ii) Supplier must return all applicable Devices to Portier Pacific within 10 days after:
 - 1. the termination or expiry of the Agreement; or
 - 2. the removal of your location from the Uber Eats App under section 4.11(c) of the General Terms;
 - (iii) the loss or theft of a Device, the failure to return any Device within the required time period, or any damage to a Device outside of normal wear and tear, will result in a damage fee (per Device) (**Damage Fee**) payable by Supplier, as set out on the Standard Fee Webpage; and
 - (iv) if any Damage Fees are payable by Supplier:
 - 1. Portier Pacific may invoice Supplier for the Damage Fees; and/or
 - 2. Uber may deduct from Supplier's Item Revenue the applicable Damage Fees (in whole or in part) prior to remitting your Item Payment to Supplier. Supplier must promptly notify Uber and Portier Pacific in writing if Supplier is unable to comply with any of the privacy obligations contained in section 8.2 of the General Terms or sections 2.3(e) of the Addendum during the Term of this Agreement.

2. Definitions

The following additional definitions apply to this Annexure:

'**Portier Pacific**' means Portier Pacific Pty Ltd (ABN 28 622 365 459), an Australian company registered in New South Wales.

'**Uber**' means Uber Portier B.V., a private limited liability company incorporated under the laws of The Netherlands, located at Meester Treublaan 7, 1097 DP Amsterdam, The Netherlands.

'**Uber Parties**' means Uber and Portier Pacific.