

ANCILLARY TERMS TO AGREEMENT BETWEEN KNOWITALL AND THE PHARMACIST

1. RELATED AGREEMENTS

1.1. These Terms Form Part of Agreement

These Terms are ancillary to and form part of the Agreement between KnowITAll and the Pharmacist regarding the Pharmacist's use of the System.

1.2. A Breach of these Terms is a Breach of the Agreement

A breach of these Ancillary Terms will constitute a breach of the Agreement.

1.3. Agreement means the Agreement and Ancillary Terms

A reference to "Agreement" is, where the context permits, a reference to the Agreement and these Ancillary Terms.

2. PAYMENTS

2.1. Default Interest

The Pharmacist must pay interest on all overdue payments. Interest will be calculated daily from the due date for payment until paid in full at the default rate being such rate which is 2% higher than the rate under the Penalty Interest Rates Act 1983 (Vic) from time to time.

2.2. Automatic Payment System

If KnowITAll requests, the Pharmacist must establish an automatic payment system to enable money payable by the Pharmacist to KnowITAll to be automatically debited from the Pharmacist's bank account and credited to KnowITAll's nominated bank account.

2.3. No Withholding

The Pharmacist must pay all money due to KnowITAll without deduction, set-off, withholding or counterclaim as KnowITAll directs.

2.4. GST

If GST is imposed on any taxable supply under the Agreement, then the party liable to pay for the taxable supply must also pay the GST payable in respect of that taxable supply on delivery of a tax invoice by the supplier of that taxable supply to the recipient. Words and phrases set out in italics in this Clause have the same meaning as those words and phrases in the GST Act.

3. TRANSFER

3.1. Transfer by Pharmacist

The Pharmacist must not assign any rights or obligations under the Agreement without KnowITAll's prior written consent, which consent will not be unreasonably withheld

provided that the Pharmacist and proposed assignee satisfy any conditions reasonably imposed by KnowITAll.

3.2. Transfer by KnowITAll

KnowITAll may transfer or charge its interest in the Agreement without any requirement to obtain the consent of the Pharmacist. KnowITAll will remain liable for any breaches of the Agreement up to the transfer date but will not be responsible for any breaches after the transfer date. The Pharmacist must sign any documents at the request of KnowITAll in connection with a transfer or charge under this Clause.

4. AMENDMENTS

4.1. Any change to the Agreement including these Ancillary Terms must be mutually agreed by the parties in writing except for changes to the Fees and changes to the Terms and Conditions which may be made by KnowITAll in the manner provided in the Agreement.

5. GENERAL

5.1. Compliance with Laws

Each party must do all things necessary to ensure that the operation of its business complies with all applicable laws.

5.2. Costs

Each party must pay its own costs in relation to the preparation and signing of the Agreement.

The Pharmacist must pay all costs (including legal fees) incurred by KnowITAll in connection with the Pharmacist's breach of the Agreement.

5.3. Further Assurance

Each party agrees to do all things and execute all documents as necessary to give full effect to the provisions of this Agreement and the transactions contemplated by it.

5.4. Applicable Law

This Agreement will be governed by the laws of the State of Victoria and each party agrees to submit to the jurisdiction of the Courts in that State in relation to any question or dispute that may arise under this Agreement.

5.5. Notices

Any communication to be given under this Agreement must be in writing and may be delivered by hand, post, facsimile or email to the other party at their address set out in

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this Agreement or as otherwise notified and will be deemed to be received if:

- delivered, on delivery;
- sent by post, 48 hours from the time of posting, notwithstanding that it may subsequently be returned unclaimed; or
- sent by facsimile or email before 5.00pm, on the same day and if sent after 5.00pm then the following day.

5.6. Effect of Waiver

A delay or failure to enforce any term of this Agreement by KnowITALL will not be a waiver of any term of this Agreement. A waiver by KnowITALL of a term of this Agreement must be in writing and will not constitute a waiver of subsequent breaches of the same or of a different kind.

5.7. Entire Agreement

The Agreement and these Ancillary Terms constitutes the entire agreement between the parties.

5.8. Severability

The provisions of the Agreement will be separate and severable from each other to the extent that if any provision or provisions are considered to be inoperative then the remaining provision or provisions will be binding on and enforceable by the parties.

6. DEFINITIONS

In this Agreement unless the context indicates otherwise:

Agreement means the Agreement between KnowITALL and the Pharmacist regarding the Pharmacist's use of the System and includes these Ancillary Terms.

Ancillary Terms means the terms contained in this Agreement (including as varied from time to time).

Business Day means Monday to Friday (inclusive).

Computer System means the computer hardware and software used by the Pharmacist at the Pharmacy.

Confidential Information means all of the information to which the Pharmacist has access as a result of entering into the Agreement including information about the System and the KnowITALL Group and which is not otherwise publicly accessible information.

Customer Reward Program means the program which is part of the System whereby the Pharmacist's customers are rewarded for their loyalty to the Pharmacy.

Fees means the fees described in Schedule 2 of the Agreement.

GST means GST within the meaning of the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

Information means all data which is created and/or recorded as a result of the Pharmacist's use of the System.

Intellectual Property includes the "KnowITALL" name and all other names, brands, logos, marks and signs associated with the System, the KnowITALL Group's know-how, techniques, trade secrets, business and marketing plans, computer software, special systems and procedures, inventions (including patents), designs and circuit layouts developed by or for the KnowITALL Group.

KnowITALL includes KnowITALL's servants, agents, successors in title, assigns and those claiming through or under them.

KnowITALL Group means KnowITALL and any of the following:

- a holding company or subsidiary of KnowITALL;
- a subsidiary of a holding company of KnowITALL;
- a company controlled by the same people that control KnowITALL (eg. shares common directors and/or shareholders);

Member means any person who is registered for participation in the Customer Reward Program.

Pharmacist means the person named as Pharmacist in this Agreement and includes the Pharmacist's heirs, successors, executors, administrators, permitted assigns and those claiming through or under them and where applicable, the Pharmacist's directors, employees, servants and agents.

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Pharmacy	means the pharmacy business described in Schedule 1 of the Agreement.	
Services	means the services which KnowITAll has agreed to provide to the Pharmacist in consideration of payment of the Fees (see schedule 1).	<ul style="list-style-type: none">• any agreement, warranty, representation or obligation which binds or benefits 2 or more persons under this Agreement, binds or benefits those persons jointly and severally;• a reference to any thing or amount is a reference to the whole and each part of it;• “including” means “including without limitation”;• where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day;• a provision which requires anything to be done on a date which is not a Business Day must be interpreted as if it requires it to be done on or by the next Business Day.
Software	means the computer software developed by KnowITAll which the Pharmacist will use to operate the System.	
System	means a professional data management system specifically designed for pharmacists which automates data collection and processing and manages tailored customer reward programs whilst tracking store-wide sales. The System specifically includes the: <ul style="list-style-type: none">• Software;• Intellectual Property;• Customer Reward Program.	
Terms & Conditions	means the Terms and Conditions of the Customer Reward Program which apply to the Pharmacist and each Member.	

7. OWNERSHIP OF INFORMATION

The parties acknowledge that the Information is owned by the Pharmacist and that KnowITAll's use of the Information is pursuant to the licence granted by Pharmacist in the Agreement.

8. INTERPRETATION

In the Agreement unless the context indicates otherwise:

- words importing the singular include the plural and vice versa and words importing any gender include all other genders;
- words importing persons include the corporations all bodies and associations corporate or unincorporate and vice versa; and
- any reference to a statute or statutory provisions includes any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any other orders, regulations, instruments or other subordinate legislation made thereunder;
- headings are for convenience only and do not form part of the Agreement;

SCHEDULE 1

SERVICES

KnowITAll will do the following:

1. supply and install the Software on the Computer System;
2. maintain and upgrade the Software as KnowITAll considers reasonably necessary from time to time;
3. provide the Terms and Conditions to the Pharmacist and consider any reasonable amendments the Pharmacist may wish to make;
4. provide the Pharmacist with such training in the operation of the System as KnowITAll considers reasonable necessary including 1 hour of initial training conducted by telephone and online;
5. provide assistance to the Pharmacist as required by telephone;
6. maintain and operate the website www.knowitall.net.au;
7. if requested by the Pharmacist, provide such additional training and/or support to the Pharmacist and its employees as KnowITAll considers reasonable, at the Pharmacist's cost, which costs will be payable on demand.