

1. HEALTH SERVICES DESCRIPTION

- 1.1. These terms and conditions and the details in the Order Form (**Agreement**) apply whenever TW&CM Pty Ltd ACN 136 833 620 (**TWCM, We, Us or Our**) provide any person (**Client, you, your**) with vouchers (**Vouchers**) that can be redeemed for vaccinations and health check services (**Health Services**) at participating TerryWhite Chemmart Pharmacies (**TWCM Pharmacies**).
- 1.2. We agree to issue the Vouchers that are ordered by you and that are accepted by us. We may decline part or all of any order received from you.
- 1.3. Vouchers will be issued to your nominated Client Representative or directly to persons nominated by you (**Participants**) by email. Notwithstanding your nominated Voucher Start Date and Voucher Expiry Date, some Health Services are dependent on and subject to seasonal stock being available.
- 1.4. A Participant's ability to redeem a Voucher is subject to:
 - (a). the availability of vaccines and other medicines or consumables to be able to deliver the Health Service. For example, flu vaccines are typically only available from mid-March of every year until September that year;
 - (b). certainty within our supply chain from year to year and also demand from other Clients generally;
 - (c). ongoing regulatory framework enabling TWCM Pharmacies to provide the Health Service; and
 - (d). the availability of Health Service appointments at a TWCM Pharmacy.
- 1.5. Due to the matters listed in clause 1.4, the issue of a Voucher is not to be regarded as any representation or warranty as to the availability of a Health Service. You will only be invoiced for Vouchers that are redeemed for Health Services.
- 1.6. Health Services may not be appropriate or available to all Participants. A TWCM Pharmacy will be able to confirm a Participant's eligibility. For example, a pre-screening form may need to be completed by a Participant at the time of the vaccination to determine eligibility and suitability for a vaccination.
- 1.7. Participants may make an appointment for a Health Service by booking online on the TerryWhite Chemmart website.
- 1.8. Vouchers may be redeemed at the premises of each participating TWCM Pharmacies only.
- 1.9. We are able to provide reporting of Participant's booking to redeem a Voucher through an electronic portal as part of the Corporate Health Plus package at an additional cost to you. The information made

available in this portal will relate to the booking information for each Voucher but will not otherwise contain any sensitive health information that may be obtained from the Participant in providing the Health Service.

2. EMAIL COMMUNICATION

- 2.1. If required, we are able to facilitate communication and delivery of the Vouchers to Participants on your behalf. You agree that all messages sent by us on your behalf must clearly indicate:
 - (a). that TWCM is sending the electronic message on your behalf by clearly identifying the Client's name; and
 - (b). where applicable, bear the logo, trademark or business name of the Client and be from an appropriate representative of the Client.

3. INVOICING AND PAYMENT

- 3.1. Payment for each Voucher that is redeemed and other fees and charges is due in full, without deduction, withholding or set-off of any kind, 30 days from the date of a tax invoice. The cost of each Health Service is detailed in the TerryWhite Chemmart Corporate Health Brochure, available on the TerryWhite Chemmart Website. Details of the cost of a Voucher that is redeemed and other fees and charges are set out in the TerryWhite Chemmart Corporate Health Brochure or Order Form and detailed to you at the time of placing your order.
- 3.2. We will provide you with a tax invoice in respect of all Vouchers that are redeemed, and all other fees and charges incurred each month.
- 3.3. All invoices will include details of the Client, date of vaccination and location of vaccination.
- 3.4. You agree that you will be liable to pay:
 - (a). on presentation and/or redemption of a Voucher by a person who has not been nominated by you (including a Voucher code that is shared by the intended Participant); and
 - (b). for the cost of a Voucher where the Participant does not present themselves for their scheduled onsite vaccination appointment.
- 3.5. If you dispute an invoice (in whole or in part) you must promptly notify us. We will endeavor to resolve any disputes with any adjustment to invoices to be done once each month.
- 3.6. All amounts referred to on our website prior to placing your order is exclusive of GST unless indicated otherwise. If GST is imposed on a supply made under or in connection with the provision of Vouchers and other related services, the consideration provided for that supply is increased at the rate at which GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.

4. PRIVACY AND SPAM

- 4.1. In this clause, the terms 'personal information', 'sensitive information' and 'Australian Privacy Principles' (APPs) have the same meaning as they have in the *Privacy Act 1988 (Cth)*.
- 4.2. The Client represents and warrants that it complies with and will continue to comply with the *Privacy Act 1988 (Cth)*, APPs, all other applicable privacy laws and the *Spam Act 2003 (Cth)*. Specifically, without limitation:
- (a). each Participant has consented to the Client using and disclosing the Personal Information of the Participant for us to provide the Vouchers in accordance with this Agreement and to communicate with the Participant in relation to the Health Service; and
 - (b). where we facilitate communication by emails, that the Client is authorised to send commercial electronic messages to each Participant and/or the Participant has consented to the Client providing the Participant's email address or SMS for the purposes of us sending electronic communications to the Participant in accordance with this Agreement in relation to Health Service.
- 4.3. Unless you have elected for the Corporate Health Plus package as set out in clause 1.9, you acknowledge and agree that we will only provide deidentified information to you and we will not provide any personal information of Participants to you.

5. Disclaimer, Liability and Indemnity

- 5.1. You acknowledge that while we facilitate the provision of the Health Service, the Health Service is provided by TWCM Pharmacies. To the maximum extent possible at law, we exclude all liability to you or the Participant for loss or damage of any kind or nature relating in any way to the provision of the Health Service, including, but not limited to, loss or damage you or the Participant might suffer as a result of:
- (a). unavailability of a Health Service, including as a result of the matters detailed in clause 1.4; and
 - (b). the provision of a Health Service by TWCM Pharmacies and their pharmacists, employees, agents and contractors.
- 5.2. Health Services are provided on an 'as is' basis, and neither we nor TWCM Pharmacies make any representations or warranties of any kind, express or implied, including without limitation any implied warranties of fitness for purposes, merchantability, or non- infringement of third party rights.
- 5.3. Where any law (including the Australian Consumer Law) provides a guarantee which may not be lawfully excluded, our liability will be limited to that provided

by law.

- 5.4. You agree to indemnify and keep us indemnified from any loss or damage we may suffer as a result of
- (a). your breach of this Agreement including, without limitation, a breach of the *Privacy Act 1988 (Cth)*, the *Spam Act 2003 (Cth)*, clause 4.2; and
 - (b). personal injury or property damage of any nature resulting from the provision of the Health Service by TWCM Pharmacies.
- 5.5. To the maximum extent possible at law, in no event shall we, our affiliates and related entities be liable for any loss or any special, incidental or consequential loss or damage arising out of or in connection with the Health Services or this Agreement (however arising, including negligence), including but not limited to loss of profits, loss of future earnings, loss of opportunity or loss of goodwill, however incurred, whether direct or indirect.

6. Termination

- 6.1. Without any derogation to any accrued rights, we may terminate this Agreement or any part thereof including any unredeemed Vouchers with prior written notice in the event that:
- (a). there is insufficient stock of the vaccines at TWCM Pharmacies for the Vouchers to be redeemed;
 - (b). the provision of the Health Service by TWCM Pharmacy are no longer permitted under law;
 - (c). as require by law or other relevant regulatory authority;
 - (d). you suffer an insolvency event or otherwise unable to pay all fees and charges in accordance with this Agreement; and
 - (e). your breach of this Agreement remains unrectified 20 days after we have provided written notice to you to rectify the breach.
- 6.2. In the event this Agreement terminates or part thereof for whatever reason:
- (a). all fees and charges owing to us by you will become due and payable; and
 - (b). we will cancel all unredeemed Vouchers and you must notify the relevant Participants that the unredeemed Voucher is no longer valid and able to be redeemed.
- 6.3. Termination of this Agreement does not affect any rights that have accrued prior to termination.

7. Entire Agreement

- 7.1. This Terms and Conditions and your Order Form forms the entire agreement between the parties in

relation to the subject matter of this Agreement, and supersedes all prior agreements, representations and understandings between the parties, whether written or oral.

8. Severability

- 8.1. If any provision of this Agreement is deemed to be unlawful or otherwise unenforceable, then that provision shall be read down or severed from these terms and shall have no effect on the remaining terms of this Agreement.

9. Waiver

- 9.1. Our delay or omission to enforce or exercise a right under this Agreement shall not constitute a waiver of that right unless expressly waived in writing by us.

10. Governing law

- 10.1. This Agreement, including all documents incorporated by reference, shall be construed in accordance with the laws in force in the State of Queensland, Australia and the parties irrevocably submit to the jurisdiction of the courts in Brisbane, Queensland, Australia.