

DOG and CAT BREEDER PLACEMENT PROGRAM AGREEMENT

Between Effem Foods Pty Ltd, trading as MARS PETCARE Australia New Zealand Petcare ("MARS PETCARE") of Kelly St, Wodonga, Vic, 3690. ABN 48 008 454 313

And the breeder

BACKGROUND

MARS PETCARE is engaged in the production, marketing and sale of pet foods and petcare products throughout Australia and New Zealand, including pet foods branded ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS ®.

The brief outline

- 1.1. The parties are desirous of working together to establish a program for the placement of Pedigree puppies and kittens ("Program"). The Program is to be marketed to reflect the ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS ® brands, including the use of ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS ® logos, marketing paraphernalia and products.
- 1.2. The Breeders agree to become ambassadors to promote and support ADVANCE®, OPTIMUM®, and PEDIGREE® and WHISKAS ® brands.

2. TERM

This agreement is valid unless terminated.

During the Term of the agreement, the Breeder agrees to exclusively negotiate in good faith only with MARS PETCARE and not with any competitor to MARS PETCARE or any other third party concerning the right to enter into a subsequent or similar program.

Following the termination of this agreement, the Breeder grants MARS PETCARE the first right of refusal for any subsequent agreement after the termination at terms equivalent to the best bona fide final terms offered to the Breeder by another party.

MARS PETCARE shall then have sixty (60) days following receipt of such notice to accept the offer from the Breeder on the same terms as the third party offer. If MARS PETCARE has not accepted within sixty (60) days, the Breeder may at any time thereafter accept this third party offer. Should the Breeder decide not enter into an agreement on the terms of the offer from this third party, then the Breeder shall follow the procedure of this clause 2.2 with respect to a new or revised third party offer.

MARS PETCARE CONTRIBUTIONS:

During the Term of this agreement MARS PETCARE will

- Provide recommendations from the web site for puppy/kitten purchasers
- Provide ADVANCE Puppy /Kitten Kits for new puppy /kitten purchasers
- Give a gift to the new puppy/kitten owner when they register on the web site
- Reward the breeder with product and premiums as part of the program

BREEDERS' CONTRIBUTIONS:

During the Term of this agreement the Breeder will

- Agree to conform to the National Code of Ethics of Responsible Dog /Cat Ownership
- Be a registered Breeder for their particular breed.
- Provide healthy puppies or kittens as outlined by the ANKC code of practice for hereditary diseases or as outlined by the Feline governing bodies in each state.
- Provide a "Health Guarantee" to new owners (detailed in Annexure "A");
- Create co-branding opportunities for ADVANCE®, OPTIMUM® PEDIGREE® and WHISKAS ® in relation to all Breeder activities/advertising related directly or indirectly to the Program;
- Provide recommendations for use of ADVANCE®, OPTIMUM® and PEDIGREE® products where appropriate; promote the brand within the feeding regime together with the fact that all dogs and puppies, and cats and kittens are fed either ADVANCE®, OPTIMUM®, PEDIGREE® or WHISKAS ®
- Promote ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS ® as the initiating and ongoing sponsor of pure breed dogs, puppies cats and kittens.
- Feed ADVANCE®, OPTIMUM®, and PEDIGREE® products exclusively to all dogs and puppies under the Breeders care;
- Encourage any new dog / puppy owner to register their details on the ADVANCE Puppy & Kitten program web site www.advancepuppykitten.com.au, related Breeder programs and initiatives;
- Respond to all breed enquiries directed to them by MARS PETCARE initiatives including website referrals within 7 days of enquiry.
- Otherwise act so as to enhance and not to damage or bring into disrepute ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS ® products and MARS PETCARE (including MARS PETCARE products generally).

3. BREEDER RESTRICTIONS

During the Term (including any extension thereof), the Breeder agrees not to

Promote products that compete with or are likely to compete with ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS® products;

Use ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS® branding or logos without the prior approval from the relevant MASTERFOODS PETCARE representative; and

Make any public comment on behalf of the ADVANCE®, OPTIMUM®, PEDIGREE® and WHISKAS® brand without the prior approval of MARS PETCARE.

Breeders agree to support the initiative of MARS PETCARE for the puppy and kitten program.

4. INTELLECTUAL PROPERTY RIGHTS

The Breeder acknowledges that all title, ownership rights and intellectual property rights in and to the Program (including any content created for the Program) and any and all copies thereof (including but not limited to, computer code, artwork, animations, sounds, pictures, audio-visual effects, methods of operation, moral rights, advertising material, any related documentation, and "applets") are owned by MARS PETCARE.

5. USE OF TRADE MARKS, LOGOS ETC AFTER THIS AGREEMENT

At the end of this Agreement, whether by termination or expiry, both parties will not use or refer to the name, trademarks or any other property of the other party.

6. INDEMNITY

Each party indemnifies the other party against all loss or damage arising directly or indirectly from any breach or non performance of any obligation under this Agreement or any negligent or other act or omission by or on behalf of that party.

Each party will be responsible for the accuracy of the information provided to the other for use in advertising or any other activities.

7. PUBLIC LIABILITY

MARS PETCARE will not be held liable or responsible for any claims made against the Breeder.

The Breeder will not be held liable or responsible for any claims made against MARS PETCARE.

8. Confidentiality

The parties will treat as confidential the terms of this agreement and all information supplied by or on behalf of one or the other.

9. TERMINATION

Either party may terminate this Agreement immediately by written notice to the other party if any terms of this agreement are breached within 21 days after service of notice of that breach. Or if there is a belief held by either party that its reputation is being adversely affected by the activities of the other party.

All obligations on either party cease to apply on termination or completion of this agreement.

10. RELATIONSHIP OF THE PARTIES

The parties agree that

- they will exercise their rights and carry out their obligations under this Agreement in accordance with good commercial practice and in good faith; and
- the parties' relationship is limited to those matters referred to in this Agreement and nothing contained in this Agreement will constitute them as an agent of each other or partners, nor shall it create any agency or partnership for any purpose whatsoever.

ANNEXURE A – The Breeder HEALTH GUARANTEE

The Breeder WILL PROVIDE A HEALTH GUARANTEE FOR PEDIGREE DOGS AND PUPPIES AS FOLLOWS

Guarantee

Your new family member has undergone a Veterinary Health Check and comes to you vaccinated and wormed.

There is a 14-day Health Guarantee period to which conditions apply

- If the puppy or kitten exhibits any signs of ill health within the 14 day Health Guarantee Period please notify us immediately.
- A feeding regime is included within the puppy or kitten kit- please feed your puppy or kitten following the guidelines stringently.
- Should the puppy or kitten be diagnosed to have contracted any serious disease or as having a congenital illness likely to affect its life expectancy within the 14 day health guarantee period, we will offer the following options at our discretion
 - We will take back the puppy /kitten and reimburse the purchase price in full
 - We will supply a replacement puppy/kitten free of charge (subject to availability)

This 14-day from purchase Health Guarantee does not cover misadventure or accidents or any genetic health problems that may appear later in life.