

ONLINE – ACCESS To Magic Millions Sales Pty Ltd (Magic Millions) REPOSITORY CONDITIONS AGREEMENT

In consideration for being allowed access to the Magic Millions' on-line Repository I state as follows:

1. I have completed and executed the Magic Millions' Repository Registration Form ("**MM Form**") current as at date of execution of this Agreement;
2. I am a Licensed Veterinarian in the State or Country disclosed in the MM Form as at the date of the execution of this Agreement;
3. I accept that words and expressions used in this Agreement, where not defined, will have the same meaning attributed to them in the Magic Millions' Standard Terms and Conditions of Sale contained in the Sales Catalogue of the Magic Millions' Sale to which the X-Rays of the Lot/Lots that I wish to inspect "on-line" relate, and, I confirm that I have read the current Magic Millions' Repository Conditions displayed in the Repository and the Standard Terms and Conditions of Sale contained in the Magic Millions Sales' Catalogue with respect to which my inspection relates, and I confirm that I have satisfied myself therewith and I undertake to comply strictly therewith;
4. I acknowledge that the information placed on the MM Site constitutes data, images and X-Rays owned by the Vendor of the Lot/Lots that I intend to inspect and I acknowledge that the Vendor considers the data, images and X-Rays to be privileged and confidential;
5. I acknowledge that the Vendor authorises only Licensed Veterinarians to inspect the X-Rays for the purpose of determining whether any bona fide prospective client of mine wishes to bid on a Lot/Lots, and, I undertake, in consideration for being granted the right to inspect the data, images and X-Rays as follows:
 - 5.1 not to disclose the information or opinions to any party other than my bona fide prospective purchasing clients;
 - 5.2 not to copy, save, reproduce or distribute, for any purpose, in any form or medium, any of the data, images or X-Rays, that I access via the MM Site to any party;
 - 5.3 not to allow, directly or indirectly, any other party (including any other Licensed Veterinarians) access to the MM Site via my Username or Password.
6. I confirm that my client has engaged me to inspect the data, images and X-Rays on the MM Site, having been satisfied with my professional expertise as a Licensed Veterinarian;
7. I acknowledge that the protection of the rights of Magic Millions and the Vendor with respect to the data, images and X-Rays on the MM Sale are very valuable to them and I undertake not to breach the terms of this Agreement.

I acknowledge that by continuing I commit to this Agreement and the acknowledgements and confirmations set out above, and I confirm that my obligations apply to the data, images and X-Rays in relation to this Lot and each other Lot.