Lyka Partner Program — Terms and Conditions

Lyka's mission is simple: better nutrition, and longer, healthier lives for dogs. We know we can't do that alone. It's professionals like you, shaping dogs' daily lives and helping owners build better habits, who hold your clients' trust and who they look to for guidance.

We've built this program because we believe in the work you do, and we're grateful that you believe in our mission too. This is a genuine partnership: when you back Lyka with your clients, we back you and them in return.

These terms set out how our partner program works, what we ask of you, what you get from us and how either of us can step away if it stops working. We've kept them short and readable on purpose. If anything isn't clear, please ask us before you accept.

1. The basics

1.1. This agreement is between you (**you**, **your**) and Lyka Pet Food Pty Ltd ACN 664 283 390 (**Lyka**, **we**, **us**, **our**), and includes the three schedules at the end. It starts when you accept these terms, first use your Partner Coupon, or accept a benefit from us, whichever happens first, and continues until one of us ends it under clause 8.

2. What we ask of you

2.1. **Recommend Lyka where you honestly believe it's right.** That's the heart of this. You should never recommend Lyka where it isn't suitable, and nothing in these terms overrides your professional judgement, a clinical decision, or the law.

2.2. **Share Lyka with your clients.** We'll give you a unique code or link (your **Partner Coupon**) to pass on, along with marketing and educational materials you're welcome to display and share in your clinic, facility or premises, in welcome, adoption or discharge packs, and on your own channels.

2.3. **Be open about our arrangement.** People trust you, so they should know when a recommendation is a paid one. On social media, include a clear label such as #Ad, #Sponsored or #PaidPartnership in the post itself, visible without expanding the caption, not tucked into a comment, buried in a list of hashtags, or left to the end of a long video. In person or by email, simply tell them.

2.4. **Keep it accurate.** The below reflects the standard we believe in and expect most partners will see as common sense. Please don't make health, nutritional, veterinary or therapeutic claims about our products that are misleading, unsubstantiated, or that you don't honestly believe. Where you're sharing your own opinion, make that clear, and make sure it's genuinely yours. Please also don't make any of your own services conditional on buying Lyka.

2.5. **A few things to avoid.** Please don't:

2.5.1. list your Partner Coupon on any coupon or discount aggregation website;

2.5.2. bid on our trade marks in paid search, or register a domain name, social media handle or business name that uses our name;

2.5.3. make promises, guarantees or warranties on our behalf, or hold yourself out as our employee or agent;

2.5.4. publish content that is misleading, defamatory, discriminatory, harassing, obscene, cruel, violent or unlawful, or that includes someone's personal information or image without their consent;

2.5.5. disparage us, our products, or any competitor or its products; or

2.5.6. subcontract your side of this agreement without our written consent.

2.6. **Work with us where you can.** We'll invite you to co-marketing, content, events, case studies and training from time to time, and we'll ask you for information about how things are going. Join in and reply where you're able, we'll keep our asks reasonable.

2.7. **Your team.** If people work for or with you, such as employees, contractors, agents, officers, volunteers or foster carers (**your team**), please make sure they follow these terms too. What they do is treated as yours.

2.8. **If we ask you to change something.** If we reasonably ask you to amend, correct or remove content that refers to us or our products, please do so promptly.

3. The standards we hold each other to

3.1. We only partner with people who do right by dogs. Throughout our partnership, you agree to meet the standards in Schedule 1, and to:

3.1.1. hold and keep every registration, licence, permit, council approval and accreditation your business needs, comply with their conditions, and comply with the laws and industry codes that apply to you;

3.1.2. put the health, welfare and best interests of the animals in your care, and of the dogs belonging to the clients you refer to us, ahead of any benefit you earn;

3.1.3. treat animals humanely, and never use, promote or condone aversive, painful, cruel, frightening or inhumane handling, training, restraint or management, or any practice prohibited by law; and

3.1.4. hold the insurance appropriate to your business, including public liability and, if you provide professional or clinical services, professional indemnity.

3.2. **Tell us early if something goes wrong.** Within five business days, please let us know if:

3.2.1. you lose any registration, licence, permit or accreditation, or one is suspended, restricted or made conditional;

3.2.2. you're investigated, charged, prosecuted, fined, disciplined or made subject to an enforcement action or court order under any animal welfare, companion animal, consumer protection, privacy or professional regulation law;

3.2.3. a complaint about animal welfare or your professional conduct is made about you to a regulator, registration board, the RSPCA or a similar body;

3.2.4. you become insolvent or bankrupt, or control of your business changes; or

3.2.5. anything else happens that could reasonably be expected to seriously damage our reputation, goodwill or brand.

3.3. **Keeping each other honest.** Please share with us your registration, licence, accreditation or insurance details, where asked. If animals are kept in your care on site, we may ask to visit and inspect those facilities during business hours. We'll aim to give you least five business days' notice where possible (or less, if that suits you).

3.4. **What you're confirming.** Everything you tell us, including in your application, is true, complete and not misleading. You have authority to accept these terms and, if you're accepting for a business, to bind it. You hold the registrations, licences, approvals and insurances your business needs, and none is subject to a condition, suspension,

undertaking or adverse disciplinary finding. And in the last five years you haven't been convicted of, or found to have contravened, any animal welfare, animal cruelty, consumer protection or professional conduct law, with no such proceeding on foot or, so far as you know, threatened.

4. What you get

4.1. **Your benefits.** The fees, commissions, discounts, product, support and other benefits available to you (your **benefits**) depend on your partner type and are set out in email correspondence or similar documentation, shared by Lyka from time-to-time. We confirm your partner type in writing when we accept your application.

4.2. **How you earn a referral fee.** You earn a fee when someone uses your Partner Coupon, we accept the referral, and they pay us for the product. We may decline a referral if that customer was already a Lyka customer, had already used another partner's coupon, or the referral wasn't made in line with these terms.

4.3. **How we pay you.** After the end of each month, and after our partnership ends, we'll send you a statement of accepted referrals and the fee payable. If you're registered for GST, you agree we may issue recipient created tax invoices for the fee through that statement, and that you won't issue us a tax invoice for it. Please give us your ABN and tell us promptly if your GST registration changes, this arrangement only works while we're both registered.

4.4. **When we might adjust a benefit.** We want benefits to be distribued fairly. Sometimes, we may need to review, withhold, reduce or recover a benefit where:

4.4.1. it was earned in breach of these terms;

4.4.2. it relates to a referral we decline; or

4.4.3. it relates to a sale that's cancelled, refunded or reversed.

Before doing so, we'll tell you why and give you a fair chance to respond. If we ask you to repay an amount, it will be reasonable and proportionate to what happened, and payable within 30 days of our written notice.

4.4.4. If we've given you free or discounted product and your side of clause 2 materially hasn't happened, we may ask you to return any unused product or pay us its wholesale value. We'll only do this if the issue hasn't been sorted out within 10 business days of our notice. We may also offset anything you owe us against anything we owe you.

4.5. **Tax.** You look after your own tax, including any income tax or GST on non-cash benefits like free or discounted product. Benefits don't include any taxes, duties, charges or levies payable on them.

5. Brand and content

5.1. **Who owns what.** You keep your intellectual property, we keep ours, and nothing here transfers either. You own the content you create about Lyka (**your content**), apart from our brand and materials within it.

5.2. **Using our brand.** While our partnership is on foot, you may use our name, brand and the materials we give you, in Australia, to do the things described in clause 2. That permission depends on you following these terms, pauses if we pause the partnership under clause 8.4, and ends when this agreement ends.

5.3. **Using your content.** You give us permission to use, reproduce, publish, adapt, distribute and display your content, and your name, business name and likeness, in any medium, to promote Lyka and our products. This doesn't apply to information you share with us for operational or application purposes, such as photos of puppies or home set-ups, unless we separately agree. Before we use your content in external marketing, we'll make reasonable efforts to talk to you first. For content published while our partnership is on foot, this permission can't be withdrawn. After the agreement ends, we may continue any use already live or committed and keep archival copies, but we won't start a new campaign using your name, likeness or content more than six months later without asking you.

5.4. **Moral rights.** So we can use your content as described above, you agree we don't need to credit you, and that we may edit, adapt or add to it. If anyone else helped create your content, or is identifiable in it, please make sure you have the same permission from them.

5.5. **Feedback.** If you share ideas, suggestions or testimonials about the program or our products, we may use them freely and without payment. We'd genuinely love to hear them, a lot of what we build starts with a partner telling us what isn't working.

5.6. **Talking about our partnership.** We may name you as a Lyka partner and describe our arrangement on our website, in our directories and in our marketing. If our partnership ends, either of us may state factually that it has.

6. Privacy

6.1. **Handling people's information.** For any personal information you collect, hold, use or give us in connection with this agreement, you agree to follow the Privacy Act 1988 (Cth) whether or not it applies to you as a matter of law and our Privacy Policy at lyka.com.au/legal/privacy-and-terms. In particular:

6.1.1. only give us someone's information where they've consented and you've told them it's coming to us and will be handled under our Privacy Policy;

6.1.2. keep personal information secure, with appropriate technical and organisational measures in place;

6.1.3. only use information we give you for this partnership, not for your own marketing, advertising or anything unrelated; and

6.1.4. don't send us sensitive information or clinical records unless we've asked for them and you have consent.

6.2. **We each act in our own right.** Neither of us handles personal information as the other's agent, so your own collection notices and consents are yours to manage. If you send emails, SMS or messages promoting Lyka, please comply with the Spam Act 2003 (Cth), have consent, identify yourself, and include a working unsubscribe.

6.3. **If something goes wrong.** Please tell us within 24 hours of becoming aware of any actual or suspected unauthorised access to, disclosure of, or loss of personal information connected with this agreement, and help us work out what happened and respond.

6.4. **Staying in touch.** By accepting these terms, you're happy for us to email or message you about the program, our products, training, events, educational materials and offers. Every marketing message will identify us and include an unsubscribe, and you can opt out whenever you like. Even if you opt out of marketing, you acknowledge that we may still contact you with important updates about the program or our partnership, including changes to these terms, benefits or incentives, whilst you remain a partner with us.

7. Confidentiality

7.1. We'll each keep the other's confidential information to ourselves, use it only for this partnership, and make sure our teams do the same. Confidential information is anything one of us shares that is confidential by nature, marked confidential, or that the other knows or ought reasonably to know is confidential. It doesn't include information that's already public (other than through a breach of these terms), or that the recipient already knew or worked out independently. Either of us may still disclose it where the law requires, or to a professional adviser for advice about this agreement, so long as they keep it confidential too.

8. Bank details and lapse of unpaid Fees

8.1. You must give us valid Australian bank account details and keep them accurate and up to date. We are not required to pay a Fee until you have done so. If we cannot pay a Fee because we do not hold valid bank details for you, we may notify you in writing at the email address you gave us. We will hold the unpaid Fee until you provide valid details. If you do not give us valid bank details within 90 days after the

date of our notice, and in any event within 12 months after the date of the relevant notice, your entitlement to the unpaid Fee lapses and we have no liability to pay it. This clause survives the expiry or termination of this Agreement.

8.2. We are not liable for any payment made to the bank account details you have given us, including where those details are incorrect or out of date.

9. Changes, pauses and endings

9.1. **Changes.** We may change these terms, our products or the benefits by giving you written notice. If a change doesn't work for you, you can end this agreement before it takes effect by telling us in writing. If you carry on after it takes effect, the change applies.

9.2. **Ending it.** Either of us may end this agreement at any time, for any reason, by giving the other seven days' written notice. If there has been no activity under our partnership for an extended period and you don’t respond to our reasonable follow-up outreach, we may also end your participation in the program by giving you written notice.

9.3. **Ending it immediately.** We may end this agreement straight away, by written notice, if:

9.3.1. you or your team mistreat or neglect an animal, or are charged with an animal welfare offence;

9.3.2. you lose a registration, licence, permit or approval you need, or one is suspended or made conditional;

9.3.3. you materially breach these terms and don't fix it within five business days of our notice, or it can't be fixed;

9.3.4. something happens that, in our reasonable view, seriously damages or is likely to seriously damage our reputation, goodwill or brand, and is serious enough that the partnership cannot continue (a **reputational event**); or

9.3.5. you become insolvent or bankrupt.

You may end this agreement immediately if we materially breach it and don't fix it within five business days of your notice.

9.4. **Pausing while we look into something.** If a reputational event happens, or we reasonably suspect one has, we may pause this agreement, deactivate your Partner Coupon and hold benefits while we look into it. We may also ask you to remove, correct or stop using content that refers to us (please do so within 24 hours), hold or recover a benefit relating to the conduct or period concerned, and take you off our website and marketing. While things are paused, please stop promoting Lyka and stop holding yourself out as a Lyka partner. We'll tell you what the concern is, hear you out, and decide whether to lift the pause or end the agreement as quickly as we reasonably can.

9.5. **When it ends.** Please stop promoting Lyka and holding yourself out as a Lyka partner, and return or delete our property, confidential information and materials, as we ask. Unless we've ended the agreement under clause 8.3, we'll pay you the fees you've properly earned on referrals up to the end date, plus referrals made in the month afterwards.

9.6. **Parting well.** Neither of us will say anything publicly about the other, this agreement, or its ending that's disparaging, misleading, or that discloses the other's confidential information. Stating the facts, or complying with the law, is always fine.

10. Liability

10.1. Nothing in these terms limits or excludes any right, guarantee, warranty or remedy that can't lawfully be limited or excluded, including under the Australian Consumer Law.

10.2. Otherwise, we aren't liable to you for loss of profit, revenue, business, business opportunity, anticipated savings, goodwill or reputation, or any indirect or consequential loss, however it arises. Our total liability to you for everything connected with this agreement is capped at the greater of $5,000 and the fees paid to you in the 12 months before the event that gave rise to the claim.

10.3. You agree to cover us for any loss, cost, claim, demand, proceeding or liability we suffer arising out of or in connection with:

10.3.1. your breach of clauses 2, 3, 6 or 7;

10.3.2. a claim that you or your team mistreated, neglected or injured an animal;

10.3.3. a claim by anyone else, including a client, customer or regulator, arising from a statement, recommendation or representation you make about us or our products; or

10.3.4. your infringement of anyone else's rights, including intellectual property rights.

What you owe under this clause is reduced to the extent we caused or contributed to it.

10.4. If part of what we've asked of you under clause 2 hasn't been done properly, we may, acting reasonably, ask you to do it again or, where that isn't practical, to refund the portion of any fee paid for it.

11. The remaining details

11.1. **Partners, but not in law.** Nothing here creates a legal partnership, joint venture, employment or agency relationship between us.

11.2. **If we disagree.** We'll meet in good faith and try to resolve it between us before either of us starts a formal dispute process, though either of us can still go straight to court for urgent relief. This agreement is governed by the laws of New South Wales.

11.3. **Assignment.** You need our written consent to assign or novate this agreement. We may assign or novate it to a related company, or in connection with a sale of our business, by telling you in writing.

11.4. **Everything else.** These terms and the schedules are the whole agreement between us on this subject, and replace anything said or written beforehand. If any part is void, unenforceable or unfair, that part drops out and the rest continues.

11.5. **What continues afterwards.** Clauses 5.3, 6, 7, 8.5, 8.6, 9 and 10 continue to apply after this agreement ends, along with anything else clearly intended to.

11.6. **Reading these terms.** Singular includes plural, and vice versa. "Including" and similar words don't limit what follows. A reference to legislation includes any amendment or replacement of it. Headings are for convenience only. A **business day** is a day other than a Saturday, Sunday or public holiday in New South Wales.

Last updated: 8 October 2026

Schedule 1: Partner standards

We're a mission-driven business that puts dogs' health first, and we look for partners who do the same. These standards are the floor, not the ceiling. Where the law in your state or territory asks for more, the law prevails. Part A applies to every partner and Part B includes additional standards for your partner type.

Part A — Every partner

For every animal in your care:

a) they have appropriate food, clean water, shelter, warmth, rest, exercise, enrichment and companionship;
b) they see a registered vet promptly whenever they need to, and their weight and body condition are monitored so no animal becomes underweight, overweight or unwell without veterinary attention;
c) they're housed in clean, safe, appropriately sized enclosures with protection from the weather and direct sun, meeting at least the legal minimum standards where you are;
d) they're handled humanely at all times, with no aversive, painful, frightening or inhumane handling, training, restraint or management, and no equipment or practice prohibited by law;
e) they're vaccinated, wormed, treated for parasites, groomed and microchipped as the law and good practice require, and where within your control;
f) euthanasia happens only for genuine welfare or veterinary reasons, and only by or under the direction of a registered vet; and
g) you have written emergency, veterinary care, incident and escape procedures, and your team is trained in them.

Part B — Additional standards for your partner type

Veterinary. Every veterinary practitioner and nurse in your practice holds a current registration with the relevant Veterinary Practitioners Board, and you comply with your board's requirements and the Australian Veterinary Association's Code of Professional Conduct. You recommend Lyka only where it is clinically appropriate for that individual pet, and never in place of a clinically indicated diet, treatment or veterinary advice. Any nutritional advice you give is consistent with your clinical judgement and current veterinary nutrition guidance.

Trainers and behaviourists. You do not use electric shock or prong collars, or physical punishment tools. Where a behaviour issue may have a medical cause, you refer the client to a registered vet rather than diagnosing or giving veterinary advice yourself, unless you are appropriately qualified to assess or advise on that issue.

Breeders. You are registered with Responsible Pet Breeders Australia, the Australian National Kennel Council or a comparable body, uphold its code of ethics, and comply with all federal, state, territory and local breeding and breeder registration requirements. In addition:

a) no female produces her first litter before 12 months of age;
b) no female is bred after six years unless your vet certifies she is healthy to do so (we encourage desexing at retirement where practical);
c) no female has more than two litters in any 18-month period, or you follow a comparable protocol giving equivalent breaks;
d) puppies are not rehomed before eight weeks, or any higher minimum age required where you are;
e) puppies go to individual households and never to pet shops
f) all dogs receive regular vet health checks, worming, flea and heartworm prevention as needed, and are up to date on vaccinations;
g) puppies receive their first vaccination and are microchipped before rehoming, and all adults are microchipped;
h) dogs are housed with space to run and roam in enclosures meeting at least the legal minimum size, with shade and weather protection;
i) dogs are reasonably well groomed for their breed;
j) weight and body condition are monitored daily for pregnant and lactating dogs and for puppies; and
k) where asked, you will provide us with your breeder registration or supply number, a list of the dogs in your care and in your guardianship program including their ages and previous litters, your yearly litter plan and photos of your housing and birthing areas.

Boarding, daycare, dog hotels and grooming. You hold all council approvals, planning permits and licences required to operate, and comply with the boarding or animal establishment code of practice where you are. You meet or exceed the legal minimum standards for enclosure size, exercise, supervision, hygiene, temperature and weather protection. You maintain safe staff-to-dog ratios, your staff are appropriately trained, and at least one person on site holds a current pet first aid qualification. You keep and follow written emergency, veterinary care, escape and incident procedures, and tell owners promptly about any incident involving their dog. You follow each guest's feeding plan and the owner's instructions, and never change a dog's diet without the owner's consent. You keep vaccination and health records for every guest.

Rescue and rehoming. You are a registered charity, incorporated association or approved rehoming organisation where your state or territory has an approval scheme, you comply with your registration conditions, and if you're registered with the ACNC you comply with the ACNC Governance Standards. You comply with the rehoming, foster care and companion animal requirements where you are, including microchipping, desexing and identification before rehoming. Every dog is examined by a registered vet and is vaccinated, wormed and treated for parasites as appropriate before rehoming. You assess temperament and health before rehoming, and you are honest with adopters about a dog's known behavioural and medical history. You screen, train and support your foster carers, and remain responsible for the welfare of animals in their care.

Thank you for partnering with us. Every dog eating better because of a conversation you had is a dog living a happier, healthier life, and that's the whole point.