

CACHE VALLEY PHARMACARE LLC

d/b/a Cache Valley Pharmacy — Pharmacy Services — Terms and Conditions

These Pharmacy Services Terms and Conditions (these “Terms”) govern access to and use of the services described herein and are entered into by and between CACHE VALLEY PHARMACARE LLC, a Utah limited liability company doing business as Cache Valley Pharmacy, with an address at 2245 N 400 E STE 105, North Logan, UT 84341 (“Pharmacy”), and any entity that accesses the Pharmacy Portal, submits or facilitates the submission of prescription orders to Pharmacy, or otherwise engages Pharmacy’s services as described herein (“Company”). Company and Pharmacy may hereinafter be referred to individually as a “Party” and collectively as the “Parties.” These Terms are effective as of the date Company first accesses the Pharmacy Portal, submits an order to Pharmacy, or otherwise begins utilizing the Services described herein (the “Effective Date”). **By accessing the Pharmacy Portal, submitting prescription orders through Pharmacy, or otherwise utilizing the Services, Company acknowledges that it has read and understood these Terms and agrees to be bound by them.**

Background

Pharmacy is engaged in the business of (i) owning and operating a duly licensed compounding pharmacy, and (ii) maintaining an electronic platform (the “Pharmacy Portal”) for prescribers to transmit prescriptions to Pharmacy electronically. Pharmacy is qualified to prepare, compound, and dispense prescription pharmaceutical products (“Product(s)”) in states where it maintains licensure.

Company is an entity that provides administrative services to prescribers, including maintaining a network of one or more available pharmacies that offer patients pre-negotiated Product pricing and adhere to enhanced delivery criteria (the “Pharmacy Network”).

Product pricing is set forth via a “Rate Schedule,” which consists of Pharmacy’s then-current catalog pricing made available to Company on a partner-pricing basis and referenced in Exhibit A, pursuant to the terms and conditions set forth in these Terms.

Company is engaged by these Terms for the purpose of (i) accessing the Pharmacy Portal, and (ii) enabling Company’s prescribers to order patients’ Products from Pharmacy at pre-negotiated rates, pursuant to the Rate Schedule.

1. PURPOSE

1.1 Purpose.

Company hereby engages Pharmacy, and Pharmacy hereby accepts engagement by Company, to enable Company's patients to access Products from Pharmacy pursuant to the Rate Schedule set forth in Exhibit A, and to provide access to the Pharmacy Portal to Company prescribers for purposes of submitting valid prescription orders (collectively, the "Services") pursuant to the terms and conditions set forth in these Terms. Pharmacy hereby engages Company, and Company hereby accepts engagement by Pharmacy, to provide or arrange for the provision of billing and collection services related to all Products that Pharmacy dispenses to patients hereunder.

1.2 Arms' Length Negotiations.

Pharmacy and Company expressly acknowledge that the Pharmacy Product fees set forth in the Rate Schedule have resulted from arm's length negotiations between the Parties, have not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the Parties, and are, to the best knowledge of each Party, consistent with fair market value.

1.3 Incorporation.

The Background section set forth above and all Exhibits attached hereto are hereby incorporated into these Terms and form a part hereof.

2. TERM

2.1 General.

The term of these Terms shall commence on the Effective Date and shall continue through the ten (10) year anniversary of the Effective Date ("Initial Term"), unless sooner terminated in accordance with the provisions of these Terms.

2.2 Renewal.

Immediately following the expiration of the Initial Term, the term of these Terms shall automatically renew for successive five (5) year periods (each a "Renewal Term"), unless either Party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term, or unless sooner terminated in accordance with the provisions of these Terms. For purposes of these Terms, the Initial Term and each Renewal Term may hereinafter be referred to collectively as the "Term." If these Terms are terminated during the Initial Term, the Parties shall not enter a substantially similar arrangement until the expiration of the Initial Term.

3. TERMINATION

3.1 Immediate Termination.

These Terms may terminate immediately upon the mutual written agreement of the Parties.

3.2 Termination Without Cause.

Either Party may terminate these Terms, without cause, upon providing the other Party with at least thirty (30) days prior written notice.

3.3 Termination by Either Party for Cause.

These Terms may be terminated by either Party upon the occurrence of any of the following events: (a) upon either Party's breach of any term, representation, warranty, covenant or other condition of these Terms if the breaching Party has not cured such breach, to the reasonable satisfaction of the non-breaching Party, within thirty (30) days of the breaching Party's receipt of written notice from the non-breaching Party stating in reasonable detail the nature of such breach; however, if a breach is not reasonably curable within such thirty (30) day period, the non-breaching Party may terminate these Terms immediately; (b) upon the initiation of any insolvency proceedings, whether voluntary or involuntary, receivership or general assignment for the benefit of creditors of the assets of either Party if such action is not dismissed within sixty (60) days after the filing or commencement of such action; or (c) immediately upon the

dissolution or liquidation of either Party.

3.4 Termination or Modification for Legal or Regulatory Purposes.

In the event (a) any federal, state or local law or regulation is enacted or issued, (b) a court of competent jurisdiction or another government authority or an accrediting body with jurisdiction over any Party hereto, or (c) any Party hereto receives an opinion of qualified legal counsel stating, in each case, that these Terms or the obligations to be performed hereunder are illegal or unenforceable, in whole or in part, then the Parties agree to negotiate in good faith for a period of thirty (30) days to restructure these Terms so as to eliminate the illegal or unenforceable or detrimental aspects while retaining the intent and purpose of these Terms. If the Parties fail to reach an agreement satisfactory to both Parties within such thirty (30) days after receipt of a request for renegotiation pursuant to this Section, then either Party may terminate these Terms upon ten (10) days prior written notice to the other Party, or sooner if required by law.

3.5 Effect of Termination.

Upon termination, expiration or non-renewal of these Terms: (a) the Rate Schedule shall no longer be in effect; (b) neither Party shall be discharged from any previously accrued obligation which remains outstanding; (c) Company shall collect payment on behalf of, and remit payment to, Pharmacy for all Services performed through the date of termination; and (d) each Party hereto shall either return or destroy all Confidential Information of the other Party in its possession, provided that such Party may retain such information that it deems necessary for its legal compliance. In the event that these Terms are terminated for any reason prior to the one-year anniversary of the Effective Date, the Parties shall not enter into a similar arrangement until at least the one-year anniversary of the Effective Date. Company shall have no right of setoff, withholding, or deduction against undisputed amounts due for Services performed and Products dispensed prior to the effective date of termination, including in circumstances involving service disruption, recall, regulatory inquiry, inspection, or enforcement activity.

3.6 Obligations After Termination.

Following the termination, expiration or non-renewal of these Terms, the Parties shall cooperate with each other to assure an orderly wind-up of these Terms in a manner that does not disrupt the operations of either Company or Pharmacy.

3.7 Survival.

This Section 3 shall survive termination or expiration of these Terms.

4. COMPANY DUTIES

4.1 Compliance.

Company shall comply with all federal, state, and local laws, rules and regulations applicable to these Terms, including, but not limited to, the Federal Anti-Kickback Statute, the Health Insurance Portability and Accountability Act, the Federal prohibition of physician self-referral, all applicable state parities, and all state pharmacy practice acts ("Applicable Law"). Without limiting the foregoing, Company shall not engage in any activity that constitutes the licensed practice of pharmacy.

4.2 Representations to Public.

Company represents and warrants that it shall make no representations to the public of offering pharmacy services that require licensure under its own corporate name. Notwithstanding the foregoing, Company may advertise on behalf of Pharmacy the applicable services offered by Pharmacy, as permitted by Applicable Law.

4.3 Payments for Services.

4.3.1 Collection Activities.

Company shall provide or arrange for the provision of billing and collection services related to all Products that Pharmacy dispenses to patients hereunder. Company shall collect from each patient all fees for prescribed Products ("Product Fees") dispensed by Pharmacy as set forth in Exhibit A. Company (or its designee) shall use commercially reasonable efforts in its billing and collection services, and shall abide by Applicable Law in all respects. In connection with Company's provision of these services pursuant to these Terms, Pharmacy hereby appoints Company (or its designee) as Pharmacy's true and lawful agent, and Pharmacy hereby accepts such appointment, for the following purposes, during the Term: (i) billing on behalf of Pharmacy all patients for whom a prescription for a Product is dispensed hereunder; and (ii) collecting and depositing in an account designated by Pharmacy (the "Pharmacy Account") all amounts collected by Company on behalf of Pharmacy. Company shall deposit all amounts collected on behalf of Pharmacy hereunder in the Pharmacy Account, or as otherwise mutually agreed upon by the Parties.

4.3.2 Invoicing.

During the Term, each Monday, Pharmacy shall deliver an invoice to Company for Products dispensed hereunder during the preceding week (Sunday through Saturday). Each invoice shall be considered a "Billing Cycle." Invoices shall provide an itemized breakdown of charges for the Billing Cycle. Company shall deposit into the Pharmacy Account all amounts collected for Pharmacy Services within three (3) business days of Company's receipt of the invoice. Any payments not made when due are subject to a late fee at the greater of two percent (2%) per month, or the maximum rate allowable at law. The imposition of late fees as provided above shall be in addition to, and not in lieu of, any other rights and remedies available to Pharmacy. Company acknowledges and agrees that service disruptions, recalls, regulatory inquiries, or FDA inspections affecting Pharmacy shall not be grounds to withhold, delay, offset, or refuse payment of any undisputed amounts for Services previously rendered and Products previously dispensed. Company shall notify Pharmacy of any dispute with any invoice within forty-eight (48) hours of Company's receipt of such invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Disputed fees shall not accrue interest during the period of dispute.

4.3.3 Pass-Through Treatment.

Company represents and warrants that all payments received by Company for Pharmacy's Products shall be treated as a pass-through and shall be remitted, in full, to Pharmacy as described herein. Notwithstanding the foregoing, it shall be Company's sole responsibility to collect, identify, and transmit to Pharmacy all fees collected for Products, and Company may not rely solely upon the reconciliation invoice to identify payments due to be paid to Pharmacy.

4.3.4 No Markup.

Company represents and warrants that it shall not mark up or discount Pharmacy's Product fees or otherwise engage in any activity that may be considered the resale of a Product.

4.3.5 No Subsidization.

Company shall not subsidize any portion of Product fees or other amounts owed to Pharmacy.

4.3.6 Patient Disclosures Related to Pharmacy Fees.

Company represents and warrants that the Product fees shall be conspicuously disclosed to ordering prescribers and/or patients. Alternatively, if the precise sum of such Product fee(s) is not disclosed by Company directly, Company shall: (i) permit Pharmacy to include with each dispensed Product a receipt or invoice listing the Product fee(s) paid for Pharmacy's Product(s); and/or (ii) adopt a clear disclosure that describes that Company will collect certain professional fees, which shall be transmitted, in full, to Pharmacy. Such a disclosure may be contained on Company's web terms of use, home page, footer, checkout page, or other location that is reasonably accessible to patients.

4.3.7 Billing Reports.

Company shall produce monthly billing or reconciliation reports for Pharmacy. Such reports, which are related to Company's billing and collection activities hereunder, shall be sufficient to establish that Company is transmitting to Pharmacy, in full, all fees collected for Products dispensed by Pharmacy. Company shall either develop this report or may request that Pharmacy provide a report enumerating the Products dispensed by Pharmacy with payments received from Company to enable Company to provide confirmation of reconciliation.

4.3.8 Transmittal of Prescriptions.

Medically appropriate prescription orders submitted via the Pharmacy Portal shall be transmitted from prescribers in compliance with Applicable Law.

4.4 Company Representative.

Company will designate one of its employees to serve as its primary contact with respect to the Services under these Terms (the "Contract Representative"). Company will require that the Contract Representative respond promptly to any reasonable requests from Pharmacy for instructions, information, or approvals required by Pharmacy to provide the Services.

5. PHARMACY DUTIES

5.1 Participating Pharmacy.

Pharmacy agrees to participate in Company's Pharmacy Network and shall remain available to provide Services to Company's prescribers' patients subject to (i) receipt of a valid prescription drug order; and (ii) selection of Pharmacy by the patient and/or prescriber on the patient's behalf.

5.2 Practice of Pharmacy and Patient Communications.

Pharmacy shall be solely responsible for all activities constituting the practice of pharmacy, including, but not limited to, performing all required drug utilization reviews, patient counseling, and review of patient profiles. Notwithstanding the foregoing, such activities or communications may occur on the Platform or otherwise be transmitted from Pharmacy to the prescriber and/or patient using the Platform, as permitted by law. However, Company shall not act as an intermediary between Pharmacy and any patient as it relates to the practice of pharmacy.

5.3 Delivery of Products.

Pharmacy shall ship Products directly to patients and will make all reasonable efforts to conform its packaging and delivery speeds to the requirements and timelines set forth in Exhibit A. In addition, where mutually agreed upon by the Parties and to the extent permitted by Applicable Law, Pharmacy shall make available Product tracking information through the Pharmacy Portal for ordering prescribers and/or patients. Pharmacy's delivery obligations are subject to commercially reasonable efforts, carrier performance, and timely receipt of accurate, validated order data from Company and prescribers. Delays or failure of delivery attributable to inaccurate or nonconforming data provided by Company shall not constitute a breach by Pharmacy and shall not count against any stated delivery timelines.

5.4 Cancellation.

Pharmacy shall consider requests for Product order cancellation depending upon the order's fulfillment status at the time the cancellation request is received. Company acknowledges and agrees that Product fees are non-refundable once the Product has been dispensed by Pharmacy. Prior to dispensing, cancellation requests may be submitted via the Pharmacy Portal. However, cancellation is not guaranteed. The Pharmacy Portal will indicate whether a cancellation

request has been received prior to fulfillment or whether the Product was already dispensed. Cancellation requests made outside of the Pharmacy Portal are not guaranteed and remain subject to the foregoing conditions. For avoidance of doubt, once a tracking number is assigned and the order has entered fulfillment, cancellation is not guaranteed and fees remain due.

5.5 Quality Issues; Remedies.

Pharmacy may, in its sole discretion, determine the appropriate remedy for any quality-related concern with a Product, which may include replacement, credit not to exceed the purchase price, or another reasonable remedy.

5.6 Representative.

Pharmacy will designate personnel who will respond promptly to any reasonable requests from Company for instructions, information, or questions with regard to Services.

6. CONFIDENTIALITY

6.1 Non-Disclosure of Confidential Information.

Each Party acknowledges that, during the Term, it may have access to certain information and data that is confidential and proprietary to the other Party. Accordingly, each Party covenants and agrees that, during the Term and at all times thereafter, such Party and its owners, employees, agents and representatives shall: (a) hold the other Party's Confidential Information (as defined below) in strict confidence; (b) not disclose, disseminate or make available to any third party the other Party's Confidential Information without the other Party's prior written consent; and (c) not use, copy or otherwise benefit from the other Party's Confidential Information except in furtherance of these Terms or as reasonably necessary to carry out its duties hereunder.

6.2 Definition of Confidential Information.

For purposes of these Terms, "Confidential Information" means any and all confidential and proprietary information disclosed (whether transmitted or received by oral, written, electronic or any other means) to a Party (the "Receiving Party") by or on behalf of the other Party (the "Disclosing Party"), including, without limitation, business plans, trade secrets, intellectual property, patents, trademarks, copyrights, know-how, data, inventions, models and strategies, developments, concepts, processes, technical or engineering developments, policies and procedures, marketing plans, marketing materials, negotiation strategies, compensation structures, pension and profit-sharing plans, contracts, leases, agreements, pricing and cost information, financial statements, balance sheets, financial projections, tax records, accounting procedures, assets and liabilities, credentialing files, insurance policies, claims, settlements, pending or threatened litigation of any nature, personnel history, referral sources, and any other information concerning the business or affairs of the Disclosing Party. Confidential Information shall include information that is based upon or derived from Confidential Information. Notwithstanding anything herein to the contrary, Confidential Information shall not include any information that the Receiving Party can show: (a) was rightfully known by or in the lawful possession of the Receiving Party at or prior to the time of disclosure by the Disclosing Party; (b) is lawfully known or becomes publicly available other than as a result of a breach of these Terms; (c) was independently developed by the Receiving Party other than as a result of a breach of these Terms; or (d) was lawfully received by the Receiving Party from a third party without, to the Receiving Party's knowledge, a duty of confidentiality. The Receiving Party may disclose Confidential Information to the minimum extent necessary to: (i) the Receiving Party's attorneys, accountants and other advisors; or (ii) the extent that disclosure is required by applicable law or order.

6.3 Title to Confidential Information.

The Parties acknowledge and agree that all Confidential Information disclosed hereunder shall remain the sole and exclusive property of the Disclosing Party. These Terms shall not confer upon the Receiving Party, or be a basis for implying, any license, interest or rights of any kind in or to the Confidential Information of the Disclosing Party.

6.4 Disclosures Required by Law.

If the Receiving Party becomes legally obligated to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of these Terms, the Receiving Party shall furnish only that portion of Confidential Information which the Receiving Party is legally required to disclose.

6.5 Return of Confidential Information.

Upon the termination of these Terms, the Receiving Party shall promptly return to the Disclosing Party or destroy any and all Confidential Information that the Receiving Party may have in its possession, and any copies thereof in any format.

6.6 Remedies.

In light of the sensitive and proprietary nature of the Confidential Information protected hereunder, the Receiving Party acknowledges and agrees that the Disclosing Party shall be entitled to enforce these Terms by seeking an injunction to enjoin and restrain the unauthorized disclosure or use of its Confidential Information. Nothing herein shall be construed as limiting the Disclosing Party's right to seek any other remedies available to the Disclosing Party for the Receiving

Party's breach or threatened breach of these Terms, including, but not limited to, monetary damages. If a court of competent jurisdiction determines that the Receiving Party has breached its obligations under this Section 6, the Receiving Party shall be responsible for reimbursing the Disclosing Party for all costs and expenses incurred by the Disclosing Party in connection with enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and court costs.

7. PATIENT RECORDS

Each Party expressly agrees to maintain the strict confidentiality of all records, reports, and protected health information with respect to the patients of Pharmacy and/or Company (collectively, the "Patient Records"). Furthermore, each Party agrees to adhere to all applicable laws governing the privacy and confidentiality of patient information, including, if applicable, HIPAA and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any regulations promulgated thereunder, as may be amended from time to time. The Parties further agree that they shall abide by any applicable state law currently in existence or promulgated in the future that provides for privacy measures that exceed the requirements of HIPAA and HITECH, and which are not otherwise preempted by federal law.

8. DISCLAIMER

COMPANY SHALL UTILIZE THE PHARMACY PORTAL PROVIDED BY PHARMACY HEREUNDER IN A "WHERE IS" AND "AS IS" CONDITION. COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PHARMACY PORTAL PROVIDED BY PHARMACY HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. INDEMNIFICATION

Company agrees to indemnify, defend and hold harmless Pharmacy and its owners, officers, directors, managers, employees, agents, representatives, successors and assigns (each a "Pharmacy Indemnitee") from and against any and all losses, demands, causes of action, judgments, claims, lawsuits, proceedings, liabilities, penalties, fines, damages, debts, costs and expenses (including reasonable attorneys' fees and court costs) of every kind and nature ("Claims"), imposed upon, incurred by, or asserted against any Pharmacy Indemnitee in any way arising out of or in connection with (a) Company's material breach of, or material inaccuracy in, any representation, warranty or covenant made by Company hereunder, or (b) the gross negligence or willful misconduct of Company or any of its employees, agents, contractors, subcontractors, or any other person acting at its direction or on its behalf. Any Pharmacy Indemnitee seeking indemnification pursuant to this provision shall give Company notice promptly after learning of any Claim in respect of which indemnification is covered under this provision. This Section 9 shall survive the termination, expiration or non-renewal of these Terms.

10. LIMITATION ON LIABILITY

IN NO EVENT SHALL PHARMACY BE LIABLE TO COMPANY OR ANY OF COMPANY'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS. IN NO EVENT SHALL PHARMACY'S AGGREGATE LIABILITY FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS EXCEED THE LESSER OF (I) FEES PAID TO PHARMACY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION RESULTING IN LIABILITY, REGARDLESS OF THE FORM OF ACTION OR (II) THE TOTAL AMOUNT OF INSURANCE PROCEEDS PAID ON BEHALF OF PHARMACY WITH RESPECT TO THE CLAIM AT ISSUE. THIS SECTION SHALL SURVIVE THE TERMINATION, EXPIRATION OR NON-RENEWAL OF THESE TERMS.

11. RELATIONSHIP OF THE PARTIES

11.1 Independent Contractors.

No provision of these Terms is intended to create, or shall be deemed or construed to create, any relationship between the Parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of these Terms. Neither Party, nor any of their respective employees, agents or representatives, shall be construed to be the agent, employee, or representative of the other, nor shall either Party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party except as otherwise set forth herein.

11.2 No Benefits.

Each Party shall be responsible for the payment of all applicable federal, state and/or local income or occupational taxes, social security taxes, disability taxes, unemployment compensation or worker's compensation contributions, vacation pay, sick leave, retirement benefits or any other similar withholdings or payments with respect to its employees. Employees of one Party shall have no right to participate in any employee benefit plans sponsored by the other Party, nor shall employees of one Party be entitled to receive any fringe benefits, expense reimbursements or any items of a similar nature from the other Party.

12. RESTRICTIVE COVENANT

12.1 Non-Solicitation.

During the Term, and for a period of one (1) year after the expiration or termination of these Terms for any reason (the "Restricted Period"), neither Party will directly or indirectly: (a) solicit or induce, or attempt to solicit or induce, any officer, director, manager, employee, contractor or agent of the other Party who is acting in such capacity or acted in such capacity at any time within the twenty-four (24) month period immediately preceding the date of such solicitation, inducement or attempt (each an "Associate") to terminate, restrict or alter such Associate's relationship with the other

Party; (b) engage, employ, hire, offer to engage, employ or hire, or enter into business with any Associate of the other Party or assist anyone else to do so; or (c) interfere with, or attempt to interfere with, the relationship between the other Party and any other individual, entity or other person, including, without limitation, a referral source, third-party payor, supplier, vendor, distributor, lessor, lessee, consultant or any other individual, entity or other person having a business relationship with the other Party. As used in this Section, "directly or indirectly" means all activities undertaken by, through or on behalf of a Party, or any of a Party's affiliates, or all entities with respect to which a Party or any of a Party's affiliates serves as contractor, agent, employee or representative or has a direct or indirect financial interest.

12.2 Modification.

It is the intent of the Parties that the restrictions set forth in this Section shall be enforced to the fullest extent permissible under applicable law. Accordingly, if any particular provision of this Section shall be adjudicated to be illegal, invalid or unenforceable, it is the intention of the Parties that such determination not bar or in any way affect the other Party's right to relief pursuant to these Terms as to breaches of such provisions, such provisions being, for this purpose, severable into diverse and independent covenants and deemed amended to delete therefrom the portion thus adjudicated to be illegal, invalid or unenforceable, and the validity, legality and enforceability of the remaining provisions contained in these Terms shall not in any way be affected thereby. Additionally, if a court of competent jurisdiction should hold that any restriction set forth in this Section is unenforceable, then, to the extent permitted by law, the court shall have the power to limit or reduce such restriction or restrictions so as to be enforceable to the maximum extent permitted under applicable law, and the Parties agree to accept such determination subject to their rights of appeal.

12.3 Extensions.

Should either Party be in violation of any of the restrictions set forth in this Section, then the Restricted Period shall be extended for a period equal to the period during which said violation or violations occurred. If either Party seeks relief from said violation in any court, then the running of the Restricted Period shall be suspended during the pendency of any proceeding, including all appeals by the Parties. Said suspension shall cease upon the entry of a final judgment in the matter.

12.4 Remedies.

Each Party acknowledges that damages at law would not be a measurable or adequate remedy for breach of any of the covenants contained in this Section, and accordingly consents to entry by any court of competent jurisdiction of an order enjoining each Party from violating any of such covenants. Each Party agrees that such equitable relief shall include the entry of a temporary restraining order until a hearing on the merits of the alleged breach of the covenants can be held and that such temporary restraining order may be applied for and granted without prior notice to the other Party. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedy or remedies available at law or in equity for a breach or threatened breach of this Section or any other provision of these Terms. If either Party breaches or threatens to breach any of the restrictions or obligations set forth in this Section, the breaching Party shall be responsible for reimbursing all costs and expenses incurred by the non-breaching Party in connection with enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and court costs.

12.5 Reasonableness.

Each Party acknowledges that the restrictions contained in this Section are reasonable and necessary to protect the legitimate business interests of the other Party and that any violation of such restrictions would result in irreparable injury to the other Party.

13. INTELLECTUAL PROPERTY

13.1 Generally.

The Parties acknowledge that each Party's right, title and interest in and to any and all inventions, discoveries, patent rights, trademarks and copyrights, software, algorithms, proprietary concepts, methods, techniques, processes, adaptations, ideas and works conceived, reduced to practice or otherwise existing prior to the date the performance of work or activities in connection with these Terms commenced, or independently developed by a Party outside the scope of these Terms, are its separate property and are not affected by these Terms except as expressly provided herein. The provisions of this Section shall survive the termination or expiration of these Terms.

13.2 No Implied Rights.

Except as expressly set forth in these Terms, a Party shall not be deemed to have granted the other Party or any representative of the other Party (by implication, estoppel or otherwise) any right, title, license or interest in or with respect to its intellectual property rights.

13.3 Trademarks.

Each Party hereby grants to the other Party a non-exclusive, non-sublicensable, royalty-free license to use its trademarks solely as necessary to provide services under these Terms. No other right, title or interest in any such trademarks is established hereby and nothing herein will be construed to grant any right or license to a Party to use the trademarks of the other Party other than as specifically set forth herein. A Party shall not make any use or take any action with respect to the other Party's trademarks to prejudice or infringe the owner's rights thereto, including the use of any confusingly similar trademark. Each Party shall use the other Party's trademarks in accordance with the instructions given by that Party and will not make any changes to any materials containing the other Party's trademark without prior written consent from that Party. Upon termination of these Terms, each Party shall cease use of the other Party's trademarks.

13.4 Limited License.

Subject to the terms of these Terms, Pharmacy hereby licenses to Company a nonexclusive, nontransferable, nonassignable, nonsublicenseable, revocable license to the Pharmacy Portal for the Term as minimally necessary to transmit order information and to receive order updates. Pharmacy remains the owner of all titles, rights and interests in the Pharmacy Portal and Pharmacy systems. All use not defined in these Terms is strictly prohibited and this limited license terminates in full upon the expiration or termination of these Terms. Without limiting the foregoing, Company shall not (and shall not permit any third party to) copy, modify, translate, adapt, create derivative works of, reverse engineer, disassemble, decompile, discover source code or underlying ideas, benchmark, scrape, mine, or otherwise attempt to gain unauthorized access to the Pharmacy Portal. Company agrees to defend and indemnify Pharmacy and hold Pharmacy harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Company's use of the Pharmacy Portal outside of the scope of these Terms. Except for those licenses expressly granted herein, nothing in these Terms shall be construed or considered to grant either Party any additional rights, licenses or permissions under any patents, trademarks, or other intellectual property of the other Party.

13.5 Publicity.

Company shall not use any Pharmacy photographs, videos, advertisements, pamphlets, or other marketing materials (in any form whatsoever) without Pharmacy's prior written approval in each instance. However, the Parties agree that any photo or video captured by a patient and posted by a patient to a social media platform shall not be the responsibility of Company.

14. INSURANCE

14.1 Insurance Generally.

Each Party shall ensure that all insurance policies required pursuant to these Terms be issued by an insurance company with a Best's Rating of no less than A-VII. Each Party shall provide the other at least thirty (30) days prior written notice of cancellation or non-renewal of policy coverage, provided that prior to such cancellation, the Party has new insurance

policies in place that meet the requirements described herein. Upon request, each Party shall provide the other with copies of the certificates of insurance and policy endorsements for all insurance coverage required by these Terms.

14.2 Professional Liability Insurance.

As applicable, each Party shall maintain professional liability insurance throughout the Term at a minimum level of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the annual aggregate, except in cases where this level of insurance exceeds that required by Applicable Law.

14.3 General Liability Insurance.

Each Party shall maintain throughout the Term general liability insurance at a minimum level of three million dollars (\$3,000,000) per claim and five million dollars (\$5,000,000) in the annual aggregate.

15. MISCELLANEOUS

15.1 Entire Agreement.

These Terms and the Exhibits attached hereto constitute the complete and exclusive statement of the agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written, oral or otherwise, with respect to such subject matter. No agreements, promises, covenants, representations, warranties or indemnities have been made or relied upon by any of the Parties hereto, other than those that are expressly set forth herein.

15.2 Amendment; Waiver.

No amendment, modification, or waiver of any provision of these Terms shall be binding unless in writing and signed by the Party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

15.3 Severability.

If any provision of these Terms shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, then the validity and enforceability of the remainder of these Terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with Applicable Law, and, in its modified form, such provision shall then be enforceable.

15.4 Assignment.

These Terms may not be assigned by either Party without the written consent of the other Party; provided, however, that either Party shall be entitled to assign these Terms and any and all of its rights and obligations hereunder to a successor entity or affiliate, without the consent of the other Party.

15.5 Binding Effect.

These Terms shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

15.6 No Strict Construction.

The Parties hereto have participated jointly in the negotiation and drafting of these Terms. In the event an ambiguity or question of intent or interpretation arises, these Terms shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of these Terms.

15.7 Titles and Captions.

All article, section and paragraph titles and captions contained in these Terms are for convenience only and are not deemed a part of the context hereof.

15.8 Use of Certain Terms.

All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the persons may require. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation"; and the terms "hereof," "herein" and "hereunder" and words of similar import shall be deemed to refer to these Terms (or such other cross-referenced document) as a whole and not to any particular provision, unless the context clearly indicates otherwise.

15.9 Governing Law.

All issues and questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by, and construed in accordance with, the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.

15.10 Disputes/Arbitration.

Any controversy, dispute, or disagreement arising out of or relating to these Terms, or the breach thereof, shall be settled exclusively as follows: (a) the Parties agree to meet and confer in good faith to resolve any dispute arising

between them in the performance of these Terms, including any claims by either Party that the other Party breached any provision of these Terms; (b) if the Parties are unable to resolve any such dispute through such discussions within thirty (30) days, the Parties shall submit the dispute to non-binding mediation in accordance with procedures to be agreed upon by the Parties; (c) if the dispute is not resolved through mediation within forty-five (45) days after the initial request for mediation or within a time frame mutually agreed upon by the Parties, the dispute must then be submitted for binding arbitration, to be decided by one (1) arbitrator, in accordance with the American Arbitration Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and judgment on the arbitration award may be entered in any court having jurisdiction thereof; (d) each Party shall be personally responsible for paying its own fees and costs relating to any arbitration proceedings, including, without limitation, attorneys' fees. The place of arbitration shall be in the county in which Pharmacy maintains its principal place of business, in the State of Utah. Nothing in this Section shall preclude either Party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning a dispute prior to or during an arbitration pursuant to this Section necessary to protect the interests of such Party.

15.11 Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING PERMITTED BY THESE TERMS.

15.12 Attorneys' Fees.

In the event a legal action or arbitration proceeding is instituted to enforce or interpret these Terms or any part hereof, the prevailing Party will be entitled to reasonable attorneys' fees and actual costs incurred in connection with such action or proceeding.

15.13 Notices.

Unless otherwise specified herein, any notice or document required or permitted to be given under these Terms shall be deemed to be given: (a) if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, on the fifth (5th) day following mailing; or (b) if deposited with a commercial overnight delivery service, on the day following deposit. Notice to Pharmacy shall be addressed as set forth below. Notice to Company shall be addressed to the contact name, address, and/or email that Company provides to Pharmacy during onboarding or through the Pharmacy Portal, or to such other address as the Parties may designate from time to time by satisfactory notice as described herein.

Notices to Pharmacy:

Cache Valley Pharmacare LLC d/b/a Cache Valley Pharmacy
2245 N 400 E STE 105
North Logan, UT 84341
Attention: Mark Lindhardt
Email: info@cachevalleypharmacy.com

15.14 Further Assurances.

Each Party agrees to promptly execute and deliver to the other Party such further documents, instruments and assurances and take such further actions as the other Party may reasonably request to carry out the intent and purpose of these Terms and to establish and protect the rights and remedies created or intended to be created hereunder.

15.15 Force Majeure.

Except with respect to payment obligations, neither Party will be liable for any failure or inability to perform, or delay in performing, such Party's obligations under these Terms if such failure, inability or delay arises from an extraordinary cause beyond the reasonable control of the non-performing Party, provided that such Party diligently and in good faith attempts to cure such non-performance as promptly as reasonably practicable.

15.16 No Third-Party Beneficiary.

Except as specifically set forth herein, the provisions of these Terms are intended to be and shall be binding upon and for the benefit of only the Parties hereto, and no provisions of these Terms are intended to be or shall be for the benefit

of any third party, nor shall any third party have any rights hereunder or any right to enforce the terms of these Terms against any Party hereto.

15.17 Electronic Acceptance.

These Terms may be accepted electronically. Company's electronic acceptance, continued access to the Pharmacy Portal, or submission of orders through the Services shall be deemed to authenticate Company's agreement to these Terms and to have the same force and effect as a manual signature, to the extent and as provided for under applicable law.

ACCEPTANCE

BY ACCESSING THE PHARMACY PORTAL, SUBMITTING OR FACILITATING THE SUBMISSION OF PRESCRIPTION ORDERS TO PHARMACY, OR OTHERWISE UTILIZING THE SERVICES DESCRIBED IN THESE TERMS, COMPANY ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY, EFFECTIVE AS OF THE EFFECTIVE DATE DEFINED ABOVE.

EXHIBIT A

Rate Schedule & Service Standards

A. Products.

Refer to Pharmacy's current catalog for all medications, which are available at partner pricing as listed.

B. Default Delivery Time.

Pharmacy's goal is to process and release eligible orders for shipment on the same business day and target 2-Day delivery; however, this is not guaranteed. Timing is dependent on timely receipt of accurate, validated order and shipping data, carrier performance, product availability, backlog and demand, weather, and other factors outside Pharmacy's control. Orders received later in the day may be processed the following business day. Status will be displayed in the Pharmacy Portal or via API. All delivery timelines constitute commercially reasonable targets and are not guarantees.

C. Signature Required.

Company will flag any patient accounts that have had shipment issues. Pharmacy shall then permanently ship Products to such patient as "Signature Required." Signature required is recommended for all controlled substance prescriptions. Pharmacy may, in its sole discretion, require "Signature Required" for certain Products or patient profiles, including controlled substances, and Company shall ensure applicable disclosures to patients.