



SCRIPTSOURCING, LLC - \$0 COPAY INTERNATIONAL PHARMACY PROGRAM ACKNOWLEDGEMENT FORM - TERMS OF SALE

(effective as at August 30, 2024)

ScriptSourcing, LLC which includes its employees, officers, directors, affiliates, representatives, agents, contractors and sub-contractors (collectively, “**ScriptSourcing**”) is an international prescription referral service business based in Bonita Springs, Florida, that specializes in assisting patients obtain high quality, affordable prescription and non-prescription medications and services (collectively, the “**Products**”). ScriptSourcing is not engaged in the sale of Products, but rather engages in the business of facilitating sales transactions on behalf of authorized pharmacies and/or government approved dispensing facilities both within Canada and internationally, including the United Kingdom, New Zealand, [A1], and other dispensaries that we may use (collectively, the “**Pharmacy**”). Since you (the “**Customer**” or “**You**”) are not located in the same area as the Pharmacy, it is necessary for You to authorize ScriptSourcing and/or the Pharmacy to act as your authorized agent and attorney so that you may obtain the Products. The following terms and conditions (collectively, the “**Terms of Sale**”) govern the services provided by ScriptSourcing and/or the Pharmacy and You in relation to obtaining the Products offered for sale by the Pharmacy. By accepting delivery of the Products described on a purchase order (an “**Order**”), the Customer agrees to be bound by and accepts these Terms of Sale.

THESE TERMS OF SALE APPLY TO ALL TRANSACTIONS, BOTH CURRENT AND FUTURE, INVOLVING THE SERVICES PROVIDED BY SCRIPTSOURCING AND THE PURCHASE OF PRODUCTS FROM THE PHARMACY. IF YOU DO NOT AGREE TO THESE TERM OF SALE, SCRIPTSOURCING, AS YOUR AUTHORIZED AGENT, WILL NOT BE ABLE TO FACILITATE YOUR PURCHASE OF PRODUCTS FROM THE PHARMACY.

1 ABOUT YOU

By placing an order with the Pharmacy via ScriptSourcing, You acknowledge that You are of the age of majority in the jurisdiction where you reside, are of sound mind, and are fully competent to make your own decisions. You also agree to be bound by these Terms of Sale with full knowledge and without undue influence or duress. You acknowledge that these Terms of Sale are readily accessible on the Website (www.scriptsourcing.com) and that You have been provided with the opportunity to obtain independent legal advice with respect to these Terms of Sale.

2 PERSONAL EXAMINATION

You understand that it is your responsibility to have your prescribing physician (“**Your Own Physician**”) conduct regular physical examinations, including any and all suggested testing, to ensure that You have no medical problems which would constitute a contraindication to You taking the Products. You certify that You have had a physical examination by Your Own Physician within the last twelve (12) months from the date of accepting delivery of the Products described in the Order.

3 POWER OF ATTORNEY

You appoint ScriptSourcing and/or the Pharmacy, as required, to act as your agent and power of attorney in order to take all steps that are deemed necessary to have the Product dispensed by the Pharmacy, to the same extent that You could do if You were personally present at the Pharmacy, including: (a) collecting personal health information; (b) disclosing that information to and having a licensed physician (the “**Secondary Physician**”) perform an independent medical review of your personal health information and the prescription issued by Your Own Physician in order to obtain a valid prescription for the Product, if required; (c) packaging the Product; and (d)

arranging for an agent such as a courier or mail delivery service to deliver the Product to You. You hereby waive any requirement of the Secondary Physician to conduct a physical examination of You prior to issuing a valid prescription for the Product, if required. This authorization may be revoked at any time and shall continue until such revocation has been provided by You to ScriptSourcing, in writing.

4 PARENT/LEGAL GUARDIAN

In the event that You have placed the Order for a child under the age of majority or a dependent, You hereby confirm that You are the parent, legal guardian and/or have power of attorney for the child under the age of majority or dependent, with full authority to agree to these Terms of Sale on their behalf.

5 PRESCRIPTION REQUIRED

You acknowledge that the Pharmacy will not accept an Order unless You deliver a valid original prescription (accepted by means of fax, hardcopy, email, or verbal confirmation) issued by Your Own Physician based upon a personal consultation and examination, as referenced in paragraph 2 above.

6 SHIPPING

Delivery of the Products ordered from the Pharmacy takes place when the Products leave the Pharmacy. As your authorized agent and power of attorney, ScriptSourcing and the Pharmacy will arrange for the shipping of the Products to your home address. Initial shipments take an average of two (2) to four (4) weeks to arrive. Refill orders are expected to arrive within seven (7) to twelve (12) business days after processing, which may vary depending upon the shipping method. There may be occasions due to unforeseen circumstances such as a pandemic that can impact these delivery times. In the event that shipment of the Products is unreasonably delayed, the Pharmacy will arrange for a replacement order to be sent. We pride ourselves in the quality of our service and will work hard to ensure that You receive the Products as soon as reasonably possible. ScriptSourcing and the Pharmacy are not liable for any damages suffered due to delay in shipment or failure of the Products to arrive within a specified number of days

7 WARRANTIES

The Manufacturers of the Products are solely responsible for any warranty associated with the Products. To the maximum extent permitted by law, ScriptSourcing and the Pharmacy disclaim all warranties and conditions, express or implied, in respect of the Products and services contemplated by these Terms of Sale, including, without limitation, implied warranties and conditions of merchantability and fitness for a particular purpose. Responsibility for claims in respect of the Products is limited to replacement of the Products.

8 RETURN POLICY

ScriptSourcing and the Pharmacy do not accept return of Products for any credit unless the Products were dispensed in error, contrary to the valid prescription, or delivered to the wrong address provided by You at the time of placing the Order. Please visit the Website (www.scriptsourcing.com) to view the current return policy for Products.

9 PRIVACY POLICY

You must fully and accurately disclose your personal health information and consent to its use by the Pharmacy and Secondary Physician, as required. By submitting an Order to the Pharmacy via ScriptSourcing, You have consented to the collection and use of your personal information as described in ScriptSourcing's "Privacy Policy".

10 FORCE MAJEURE

ScriptSourcing and the Pharmacy shall not be liable for any delay or failure in performance caused by circumstances beyond their reasonable control including, without limitation, delays due to backorders of requested Products, mail delays, customs delays, and lost shipments. Although ScriptSourcing and the Pharmacy will make reasonable efforts to maintain good client relations, ScriptSourcing and the Pharmacy are not responsible to notify You in the event of any delay. You shall be solely responsible to make such arrangements or purchasing alternative Products in the event of any such delay. Any such costs incurred in association with such purchases shall be solely borne by You.

11 GOVERNING LAW

Title to the Products passes to You when they leave the Pharmacy. Any and all agreements reached or contracts formed and transactions undertaken with or involving ScriptSourcing and/or the Pharmacy are and shall be deemed to be made in the jurisdiction of the Pharmacy and shall be governed by the laws of the jurisdiction of the Pharmacy. The laws of that jurisdiction shall have sole and exclusive jurisdiction over any dispute arising between You, the Pharmacy and/or ScriptSourcing under these Terms of Sale.

MEMBER NAME (PRINT)

BIRTHDATE

DATE

ADDRESS

SIGNATURE OF MEMBER

SIGNATURE OF MEMBER'S GUARDIAN IF MEMBER IS A DEPENDENT/CHILD UNDER THE AGE OF 18
