

## INTRODUCTION

Welcome to the TradeRX marketplace (the “Site”). This User Agreement (“Agreement”) lists the terms and conditions of the agreement between you and TradeRX LLC for the services provided by TradeRX (the “Services”). By completing the registration process, you agree to accept the terms and conditions of this Agreement as a condition of becoming a registered user (“Member”) of this Site.

If we change this Agreement, we shall post a revised version of the Agreement here, which shall automatically replace the terms of this Agreement. Continued use of the Site and the Services following the posting of a revised Agreement will constitute your acceptance of the revised Agreement. If you do not agree with the terms of this Agreement or any revised version of this Agreement, do not continue to use the Services or this Site.

This Agreement incorporates the Privacy Policy [www.traderx.market](http://www.traderx.market) as though fully set forth herein. The Services include allowing registered users who want to buy/transfer non-expired, non-controlled prescription drugs (the “Prescription Drugs”) to satisfy a specific need (“Buyers”) to find Prescription Drugs to purchase from registered users who want to sell/transfer such Prescription Drugs (“Sellers”). **The Site acts as a marketplace to allow Buyers and Sellers to interact regarding Prescription Drugs, TradeRX does not take title or possession of Prescription Drugs.**

## BECOMING A MEMBER

To be a Member, you must agree to accept the terms and conditions of this Agreement, and you must be a registered pharmacy or pharmacist. You may only use the Services if you are able to form legally binding contracts, are over the age of 18, are a currently licensed pharmacist in good standing, or a currently licensed pharmacy owner, and are not temporarily or indefinitely suspended from the Site. The pharmacy must be actively licensed and in good standing, with no knowledge of any pending disciplinary actions. If you do not qualify, please do not use or try to use the Services.

TradeRX will not accept any request from you to buy/transfer or sell/transfer Prescription Drugs before you have been approved as a Member. To register, you must provide your legal business name, name of pharmacy, pharmacy state license number and expiration date, DEA number, NCPDP number, owner name, address, phone number, an active email address, a signed ACH form, and an image of a voided check or bank letter indicating account and routing numbers. An image of a United States government issued ID (drivers license or passport) of the pharmacy owner and signer of the ACH form along with photographs of the pharmacy must be submitted prior to approval. The pharmacy photographs must include the outside storefront with visible signage and address, along with at least one interior photograph of the point of sale area (counter with cash register). If you are a new owner of an acquired pharmacy, you will need to provide a copy of your Power of Attorney, Purchase Agreement, and/or Bill of Sale.

As a Buyer, you grant TradeRX permission to charge your bank account for the purchase of Prescription Drug(s), shipping, processing and other related charges. As a Seller, you grant TradeRX permission to charge your bank account a nuisance fee if you violate any term.

Members are required to provide TradeRX with notice of a change in bank account equal to five business days prior to such change in order to allow for uninterrupted ACH authorization.

You will need a user name and password to access the Site and use the Services. You are solely responsible for maintaining your account, including the security of your user name and password and

for all activity that occurs. You should not disclose your password to any other person. You agree to adhere to our password policy.

## **1. TRADERX LICENSE**

**1.1 Grant of License.** You grant TradeRX a perpetual, non-exclusive, transferable, worldwide, irrevocable, royalty-free right to exercise publicity, database, trademark and copyright rights, including the right to reproduce, modify, adapt, publish and display on the Site and on the sites of our partners and affiliated companies, any public content you may provide to TradeRX in connection with your use of TradeRX and its Services. You agree that TradeRX shall be permitted to use your name or user ID, home city and other ancillary information (for example, the number of years you have been a TradeRX user) in connection with the content in conjunction with TradeRX's marketing, promotion and publicity efforts in any media known now or in the future. TradeRX will not sell/transfer or distribute your personal information, including your mailing address, phone/fax number(s), or e-mail address to any party not involved in the use of the Site. TradeRX will not share your bank account information with any entity.

**1.2 Release.** TradeRX acts as a marketplace only to allow Buyers and Sellers to interact. In all cases, the submission and confirmation of orders are transactions between Buyers and Sellers only. The fulfillment of confirmed orders, including DSCSA compliance, and delivery and shipment of Prescription Drugs, are the responsibility of the Seller. If you have a dispute with one or more registered users, you release TradeRX and all affiliated companies, officers, directors, agents, parents, subsidiaries, legal representatives and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. You further agree that TradeRX shall not be deemed a party to any contract by and between Seller and Buyer.

## **2. POSTING CONDITIONS**

**2.1 Posting Process.** A registered user who wants to sell/transfer Prescription Drugs may post (place for sale) the Prescription Drugs to the Site. As part of the posting process, the Seller assigns a price to the Prescription Drugs and provides information such as the National Drug Code (NDC), size, pack size, pack quantity, expiration date, lot number, serial number (if applicable) and package condition in accordance with the process outlined in the Seller's section. Seller attests the item has been stored and handled pursuant to the manufacturer's temperature and storage requirements, was not purchased using government discount programs or preferred pricing, is not restricted to a limited distribution network, and was acquired from a manufacturer or wholesaler in compliance with the 2013 Drug Supply Chain Security Act (the "DSCSA"). Sellers can modify any open field of an open posting or remove the posting from the Site.

**2.2 Seller Responsibility and Posting Accuracy.** Once a Buyer makes a purchase of Prescription Drugs from a Seller, Seller is responsible for fulfilling the order with the exact Prescription Drugs that the Seller posted. The fulfillment of confirmed orders, including shipment and delivery of Prescription Drugs, is the sole responsibility of the Seller. The Seller may be charged a cancellation fee if Seller lists Prescription Drugs for sale and is unable to produce the exact Prescription Drug(s) in the order. The cancellation fee is equal to 10% of the order amount not to exceed \$200 (the "Cancellation Fee"). TradeRX is not responsible for any errors made by the Seller in the posting or pricing of Prescription Drugs and is not liable for any such errors. Seller agrees to honor the price posted when fulfilling the

order. TradeRX may waive any Cancellation Fee in its sole discretion. Multiple transactions giving rise to a Cancellation Fee may result in temporary suspension or permanent removal from the marketplace.

**2.3 Personal Information in Seller Comments.** As a Seller, you agree not to place any personal information (including, but not limited to, addresses, phone numbers, or email addresses) in the Seller Comments area of Prescription Drug postings.

**2.4 Traceability Requirements.** Upon request of the Buyer, TradeRX, or any governmental regulatory agency, the Seller must provide within the amount of time required by applicable state or federal law or 48 hours, whichever is less, the pedigree (aka wholesaler invoice) of each item posted and sold on the site including but not limited to the Transaction History (Statement of Origin) which traces the drug from the point of manufacture and contains information about all transactions that the item undergoes until it reaches the Buyer. You agree that each item posted for sale in the marketplace meets the compliance and reporting criteria of the DSCSA and any promulgated regulations then in force. At the sole discretion of TradeRX, member pharmacies that do not provide a pedigree and/or Transaction History when requested will be subject to a penalty equal to the greater of \$100 or 10% of the item value, and may be subject to termination of membership.

**2.5 Substituted Prescription Drugs.** Prescription Drugs posted and described must be the actual Prescription Drugs available from Seller. Prescription Drugs may not be substituted or mixed with comparable prescription drugs. Actual posted Prescription Drugs and the amount described must be provided to the Buyer. TradeRX reserves the right at its sole discretion to terminate a transaction or Seller's membership if it deems any Prescription Drugs offered by Seller to be suspect, counterfeit, adulterated, or suspicious in any way.

**2.6 Posting Limitations – NDC.** A member is limited to posting and selling 15 containers of any generic NDC and 15 containers of any brand NDC over a rolling 12-month period. Certain antiretroviral and oncology NDCs are limited to 5 over a rolling 12-month period. At the time of posting, the marketplace will restrict the quantity allowed for that specific NDC after calculating the sales history and current open postings in the marketplace. For example: Quantity sold of generic NDC 123456789 within the past 12 months = 1. Quantity currently for sale by Seller (open posting) of NDC 123456789 = 4. Total allowed for new posting = 10 (15 allowed – 1 sold – 4 currently posted).

**2.7 Warranties of Seller – 2013 Drug Supply Chain Security Act (DSCSA) – Transaction Statement.** Items posted to the Site must comply with the DSCSA. By listing Prescription Drugs on the Site, Seller expressly warrants the following: (1) that the sale of Prescription Drugs will comply in all respects with the DSCSA; (2) that all Prescription Drugs were received from a person in compliance with the DSCSA; (3) that Seller received transaction information and a transaction statement from the prior owner of the product, as required under section 582 of the DSCSA; (4) that Seller did not knowingly ship a suspect or illegitimate product; (5) that Seller had systems and processes in place to comply with verification requirements under section 582 of the DSCSA; (6) that Seller did not knowingly provide false transaction information; and (7) that Seller did not knowingly alter the transaction history.

**2.8 Double Posting and Removal of Prescription Drugs.** Except as provided herein, you agree not to promote the sale of Prescription Drugs through any site other than TradeRX without express permission from TradeRX. We reserve the right to prohibit users from posting Prescription Drugs at TradeRX if they are not able to provide the exact Prescription Drugs that were posted at TradeRX. If you, at any

time, fail to deliver the Prescription Drugs you've posted or deliver invalid, fraudulent, adulterated, or misrepresented Prescription Drugs, TradeRX reserves the right to cancel the order, suspend or cancel your membership, contact applicable regulatory agencies, and charge you a discretionary nuisance fee.

**2.9 Accurate Descriptions.** For all Prescription Drugs you post as the Seller, you warrant that your descriptions of the Prescription Drugs accurately detail and describe the Prescription Drugs offered for sale. If you, at any time, deliver invalid, fraudulent, adulterated, or misrepresented Prescription Drugs, TradeRX reserves the right to cancel the order, return the Prescription Drugs to you, and hold you liable for any and all charges we incur to satisfy the Buyer. These charges may include, but are not limited to shipping and handling charges, and refunds to the Buyer.

### **3. BUYING CONDITIONS**

**3.1 Placing an Order – Warranties of Buyer.** By selecting and agreeing to purchase Prescription Drugs from a Seller, Buyer expressly warrants that the item was purchased for a specific patient need or declared public health emergency, and will be tracked in accordance with the DSCSA. TradeRX will debit the Buyer's account at the time the Seller confirms the availability of the Prescription Drug(s) and produces the packing slip and shipping label. All orders are final, and once placed, cannot be cancelled or retracted by the Buyer. Placing an order does not complete the sale. Sellers have two (2) business days from the date the order is placed to confirm the item is available and shipped. The sale is complete when the Buyer confirms delivery within TradeRX or does not dispute the delivery within two (2) business days of receipt, whichever is sooner.

**3.2 Bank Account Authorization.** The Buyer's account is charged when the Seller confirms availability of the Prescription Drug(s) ordered by Buyer. TradeRX obtains an authorization from the Buyer's bank account for the full order amount, which equals the total Prescription Drug price, shipping and handling charges, and any other applicable charges. When ordering Prescription Drugs, an authorization is sent to the Buyer's bank account via Automated Clearing House (ACH) for each order placed by the Buyer. In all cases, TradeRX is not responsible for any bank fees, including but not limited to overdraft or wire fees. A \$25 fee will be accessed by TradeRX for every non-sufficient fund (NSF) occurrence. Multiple NSF transactions may result in temporary suspension or permanent removal from the marketplace.

**3.3 Prescription Drug Information.** Buyer should confirm all information related to the item received including but not limited to NDC, price, quantity, expiration date, lot number, serial number (if applicable), and special notes prior to placing the order

**3.4 Seller Comments.** TradeRX does not guarantee and is not responsible for the accuracy of any information provided by Sellers in the Seller Notes area of a Prescription Drug posting.

**3.5 Orders valued at \$15,000 or more.** If the order value (including shipping) is \$15,000 or more, Buyer agrees that funds will be debited from the Buyers account via:

- Automated Clearing House (ACH) and held for (4) four additional business days in the TradeRX pending account before the Seller is instructed by TradeRX to ship the order; or,
- Wire Transfer (guaranteed funds) to TradeRX before the Seller is instructed by TradeRX to ship the order, typically the same day as the wire.

In all cases, if the Buyer does not provide the required funds, TradeRX reserves the right to cancel the order.

**3.6 Notification.** Once TradeRX obtains an order from a Buyer, TradeRX notifies the Seller of the sale via email and/or text message and/or mobile push notification that a Buyer has purchased the posted Prescription Drugs at the posted price and is willing to pay the shipping or handling charges (when applicable) for the Prescription Drugs. At this time, TradeRX reserves the right to cancel any order that it identifies as suspect or fraudulent.

#### **4. ORDER LIFECYCLE**

**4.1 Seller's Confirmation.** In most cases the Seller confirms the order within 24 hours using the automated online confirmation process. If the Seller has not confirmed the order within 24 hours, TradeRX will contact the Seller directly to confirm the availability of the Prescription Drug. The Seller has up to two (2) business days to confirm the order. Upon filling the order, the Seller will generate a packing checklist confirming the Prescription Drug(s) being shipped is identical to the posting including, but not limited to, name of Prescription Drug, lot number, expiration date, serial number (if applicable), quality, quantity, and size. All shipments must be in the original manufacturers packaging with a visible label displaying the NDC, lot number, serial number (if applicable) and expiration date. In all cases, if the Seller does not ship the Prescription Drugs on or before the expected ship date to Buyer, or cannot produce the exact items posted, TradeRX reserves the right to cancel the order at any time and charge a Cancellation Fee. Seller and Buyer will receive a FedEx tracking number to allow tracking of the shipment once in transit.

**4.2 Seller's Confirmation for Orders Valued at \$15,000 or More.** If the order value (including shipping) is \$15,000 or more, Seller agrees to delay shipment until notice is received from TradeRX that funds have been received from the Buyer and is available in the TradeRX pending account. In all cases, TradeRX will not be held liable for the order value if the Buyer does not have funds available to settle the order.

**4.3 Bank Account Charge.** Once the Seller confirms the order, TradeRX charges the Buyer's bank account for the total sale price and the shipping and handling charges, if any. At no time does TradeRX provide the Buyer's bank account information to the Seller. The Buyer's funds are placed in the TradeRX pending account. Upon confirmation of receipt of the Prescription Drug(s) by Buyer (no later than two (2) business days after delivery of Prescription Drugs(s), TradeRX will disburse from the pending account the sale price less fees and other related charges to Seller via direct deposit to Seller's posted bank account through an ACH transaction.

#### **4.4 Order Fulfillment Warranties.**

Seller represents and warrants that:

- Orders will be confirmed through [www.TradeRX.market](http://www.TradeRX.market) within (2) two business days of order placement date. The date of the sale is day one (1) of the sale.
- Confirmed orders will be fulfilled, including shipment and delivery of the exact prescription drugs ordered by Buyer.
- Orders will be boxed in conformance with FedEx General Packaging Guidelines.

- Seller will select the proper shipping method and packaging for frozen or refrigerated items. **Important note: Frozen/Refrigerated items cannot be shipped on Fridays. Frozen/Refrigerated items must be shipped Monday through Thursday via FedEx Overnight Priority Mail®. Whenever this scenario applies, Seller is automatically responsible for storing the item during the weekend in accordance with manufacturer’s instructions.**

- TradeRX is not responsible or liable for any items lost, destroyed, or delayed in transit. The Seller retains ownership and the financial responsibility of the item until the item is delivered to the Buyer.

Buyer represents and warrants that:

- Buyer will inspect and confirm receipt of Prescription Drug(s) through [www.TradeRX.market](http://www.TradeRX.market) within two business days of delivery. The day of delivery counts as the first business day.

- Damaged items will be reported to the TradeRX Customer Service Team for resolution within two business days of delivery. The day of delivery counts as the first business day.

- Incorrect items will be reported to the TradeRX Customer Service Team for resolution within two business days of delivery. The day of delivery counts as the first business day.

- Buyer understands and agrees that if a delivered order is not confirmed within two business days of receipt, TradeRX will automatically confirm the order and transfer funds to the Seller. The order will no longer qualify for return due to damage or mis-shipment.

- If Buyer purchases a frozen/refrigerated item, Buyer must handle delivery of shipment immediately. If Buyer doesn’t refrigerate upon receipt of a marked frozen/refrigerated shipment, Buyer is responsible for delivery and mishandling of shipment.

#### **4.5 Shipping**

FedEx Shipments:

FedEx automatically insures each order up to a maximum of \$100. Additional insurance is available at the point of Seller Confirmation for an additional charge. All insurance claims will be processed by TradeRX and are subject to FedEx terms and conditions. FedEx claims may take up to 30 days to process.

Damaged items can be processed for a Buyer refund in two ways:

- At Seller’s request, Buyer may agree to dispose of the damaged item.

- Otherwise, Prescription Drugs must be returned to the Seller at the Seller's expense, to be deducted from the FedEx damage claim.

Should the Buyer receive anything other than what was confirmed for shipment, it is the Seller's responsibility to fulfill the remaining items, including the cost of additional shipping. The Seller is also responsible for the cost of return shipping for any items shipped in error. In no event is TradeRX responsible for any Seller obligation, or enforcement of such obligation.

All Prescription Drugs are shipped via the TradeRX FedEx account and paid for by the Buyer unless it qualifies for free shipping or Seller has indicated Seller will pay for shipping and handling when posting the Prescription Drug(s). Shipping costs may be incurred by Buyer or Seller in each transaction. Generally, shipping fees are paid by the Buyer.

General Terms:

Transfer of title from Seller to Buyer does not transpire until the item is delivered and confirmed through [www.TradeRX.market](http://www.TradeRX.market). Seller remains financially responsible for the item until confirmed by the Buyer.

Refunds for damaged items will be processed as follows:

- Seller may request the Buyer to dispose of the item appropriately. A refund will be processed for the disposed item within (2) two business days. If Buyer refuses to dispose of the damaged item, Buyer will ship item back to Seller at Seller's expense.
- If Buyer returns the item to the Seller, TradeRX will send a FedEx Return Shipping label to the Buyer. Buyer is responsible to ship the item back to the Seller within 2 business days upon receipt of the return shipping label. Buyer is responsible to ship the item accordingly. If item is lost or damaged within this process, the Buyer is responsible for the contents of the shipment.
- When TradeRX receives notice from the Seller that the returned item(s) has been received, or if the FedEx tracking number indicates the shipment was received, a Buyer refund will be processed within (2) two business days.

FedEx Scheduled Pickups:

TradeRX provides pick up services (member pays for shipping only) for FedEx Ground, FedEx 2-Day and FedEx Overnight Express services by clicking on the "Pick Up" button when Seller confirms a sale. Express pickup time must be at least two (2) hours before your pharmacy close time.

Frozen/Refrigerated items must be shipped Monday – Thursday via FedEx Overnight Priority Mail®. FedEx Ground items must be shipped Monday-Friday. Ground pickup requests can be scheduled for the next two (2) business days. Saturday, Sunday, and holiday pickups are automatically scheduled for the next business day. If you need to schedule a pickup for both FedEx Express and FedEx Ground packages, you are required to schedule one pickup for each of the carriers individually.

FedEx Drop Off Locations:

FedEx shipments may be dropped off at an authorized FedEx drop-off center. TradeRX provides locations to all drop-off centers in the vicinity of the member's pharmacy. When dropping off, TradeRX strongly suggests the Seller to request the package to be scanned. **Do not drop off a FedEx ground shipment into a FedEx Express drop box.**

**4.6 Dispute Resolution.** Buyer and Seller hereby agree to follow the procedures for dispute resolution set forth below:

- If a Buyer receives a quantity that does not match the count they ordered, TradeRX may credit the Buyer for any difference subject to Buyer's approval.
- If a Seller did not post correct information, or if the Prescription Drug(s) delivered is not as described in their posting, the Seller will be charged for all expenses incurred, including shipping. Seller may also be charged a Cancellation Fee. If a situation cannot be resolved, Customer Service will direct you to our Dispute Resolution Department. TradeRX will do its best to resolve all disputes. **You agree to adhere to any decision TradeRX rules on regarding all Dispute Resolutions.** TradeRX reserves the right to terminate membership at any time. For more information, email to [traderx.market@gmail.com](mailto:traderx.market@gmail.com).

## **5. USING TRADERX**

**5.1 Offline Transactions.** You agree not to use the TradeRX website to (a) contact other TradeRX members, (b) invite contact with other TradeRX members, (c) solicit sales outside of TradeRX, or (d) initiate or engage in transactions (either purchases or sales) outside of TradeRX. TradeRX is not responsible for any damages or lost profits that result from TradeRX users directly contacting other TradeRX users or for any damages or lost profits resulting from transactions conducted outside of TradeRX, including transactions that originate at TradeRX and are taken offline.

**5.2 Abusive Behavior.** You agree not to use abusive language or behave in an abusive manner to any TradeRX employee or other TradeRX member.

**5.2 No Sales of Controlled Drugs.** You agree not to post, sell/transfer or buy/transfer any controlled substances on the site. Such violation will result in the temporary or permanent dismissal from the Site.

**5.4 No Resale of Prescription Drugs.** TradeRX forbids the resale of Prescription Drugs previously purchased on the Site to any other member within 90 days of the last purchase date. Such violation will result in the temporary or permanent dismissal from the Site.

**5.5 No Inventory Liquidation.** Liquidation of inventory related to bulk purchases, the sale, potential sale, or closure of a pharmacy is strictly prohibited. Such violation will result in the temporary or permanent dismissal from the Site.

**5.6 No Selling Items Originally Acquired Through Government Discount Programs.** The posting and sale of items acquired through government discount programs (i.e. 340b) is strictly prohibited. Such violation will result in the temporary or permanent dismissal from the Site.

**5.7 No Selling Limited Distribution Items.** The posting and sale of items subject to limited distribution channels or the requirement of manufacturer pre-authorization is strictly prohibited. Such violation will result in the temporary or permanent dismissal from the Site.



**5.8 No Sale of Recalled, Quarantined, or Otherwise Adulterated Drugs Under State and Federal Law.** You agree not to post, sell/transfer or buy/transfer any prescription drugs on the Site that have been recalled or quarantined by the manufacturer or regulatory agency. Such violation will result in the temporary or permanent dismissal from the Site.

**5.9 No transfer of isotretinoin or clozapine prescription drugs.** TradeRX forbids the transfer of any isotretinoin and/or clozapine related chemicals. Such violation will result in the temporary or permanent dismissal from the Site.

**5.10 No Stolen Property and Sample Prescription Drugs.** The sale of stolen property or sample Prescription Drugs on TradeRX is strictly forbidden, and violates state, federal and international law. TradeRX strongly supports law enforcement efforts to recover stolen property or sample Prescription Drugs that are posted on the Site, and urges the prosecution of those responsible for knowingly attempting to sell/transfer such items on TradeRX. Such violation will result in the permanent dismissal from the Site.

**5.11 No Promotional Materials.** The Buyer's name and address information is provided to Sellers for the sole purpose of shipping the specific purchased Prescription Drug(s) and may not be used by the Seller for any other purpose, either in connection with such shipment(s) or separately from such shipment(s). If you are a Seller, you agree not to include in your shipment to the Buyer any promotional or other commercial material that is not provided or approved by TradeRX. This includes, without limitation, material that announces a website or invites the Buyer to visit a website other than TradeRX, catalogs, business cards, business reply cards, bookmarks, coupons, flyers, solicitations or other marketing or advertising material. At the sole discretion of TradeRX, Seller will be subject to a penalty of \$1,000 per instance, per Buyer, and immediate termination of membership. The penalty will be deducted from any pending order credits. A debit ACH will be processed if the total penalty exceeds pending credits. Seller agrees to contact Buyer solely through the Site.

**5.12 No Illegal Activity.** You agree not to use the TradeRX website ([www.TradeRX.market](http://www.TradeRX.market)) and any of its services for unlawful purposes or in an unlawful manner. You agree to comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site and the selling of Prescription Drugs. You agree not to use or permit anyone to use information provided through the Site for any unlawful or unauthorized purpose. You agree not to register under a false name or use an invalid or unauthorized bank account. You agree not to copy, modify, or distribute any content from the Site, including TradeRX's copyrights and trademarks, and/or link to the Site without TradeRX's prior written permission. You will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the TradeRX Website ([www.TradeRX.market](http://www.TradeRX.market)), its associated services or Mobile Device APPs, (collectively, "Reverse Engineering") or permit or induce the foregoing. You will not access any portion of the source code of the TradeRX Website ([www.TradeRX.market](http://www.TradeRX.market)), its associated services or Mobile Device APPs, to decouple, dismantle, trace, copy or compile it in full or in part, even if the intent is something other than "Reverse Engineering". TradeRX tracks and traces such attempts and reviews member behavior on a constant basis to protect the marketplace and suspend or terminate accounts involved in such incidents. Reverse Engineering and unauthorized access to source code is a direct infringement of State, Federal and International Laws. You will not try to interfere in any communication level in between the TradeRX Website ([www.TradeRX.market](http://www.TradeRX.market)) or its Mobile

Device APPs and its servers or services. Any attempt to interfere with the natural operation of the website, or intercept any data for any purpose, with or without modifications to it, constitutes an infringement of this Agreement and is considered illegal. Any illegal activity as described in this paragraph by you may result in immediate termination of membership.

**5.13 TradeRX Fees.** As a Seller, you agree to pay TradeRX a fee for every completed sale, deducted from the ACH credit settlement amount. A fee will also be applied to each ground shipment.

## **6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

**6.1 Other Information.** You represent and warrant that any information you provide to us, to other users, or to visitors (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) does not involve the sale of counterfeit, sample, or stolen items; (d) does not infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (f) does not contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information.

**6.2 Laws and Regulations.** You warrant that you will comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site and the value of the Prescription Drugs. TradeRX does not monitor, obtain, nor have any knowledge of the face value of Prescription Drugs posted on the Site. TradeRX reserves the right to report any activity deemed suspicious or unusual to the appropriate authorities for investigation. TradeRX does not monitor the network status of member pharmacies in networks maintained or operated by Pharmacy Benefit Managers, payors, group purchasing organizations or hub networks ("Networks"). TradeRX makes no representations, warranties or assurances concerning participation or continued participation in any Network. TradeRX hereby disclaims any and all responsibility for any alteration, investigation, claim dispute, or change in Network status related to the purchase or sale of any prescription drugs by and through TradeRX.

**6.3 NO WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, TRADERX PROVIDES THE SITE AND THE SERVICES ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TRADERX MAKES NO WARRANTY WITH RESPECT TO ITS SOFTWARE, ANY PRESCRIPTION DRUGS, THE SERVICES TRADERX PROVIDES, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED, AND TRADERX EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE. TRADERX DISCLAIMS ANY AND ALL LIABILITY TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW FOR ANY CLAIM, DAMAGES, CAUSE OF ACTION, TORT, OR ANY OTHER RIGHT OF CONTRIBUTION OR CLAIM FOR ANY INJUNCTIVE RELIEF OF ANY KIND, WHETHER KNOWN OR UNKNOWN, ACTUAL OR INCHOATE, CONTINGENT OR LIQUIDATED, FROM THE OPERATION OF THE SITE OR THE SERVICE.**

**6.4 WAIVER OF CONSEQUENTIAL DAMAGES; LIABILITY LIMIT. TRADERX EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION INDIRECT AND SPECIAL DAMAGES) THAT MAY RESULT FROM THE SERVICES OR THE SITE, OR THE SUSPENSION, TERMINATION OR MALFUNCTION OF THE SERVICES OR THE SITE, INCLUDING BUT NOT LIMITED TO ANY CLAIM RELATED TO INCLUSION OR EXCLUSION FROM ANY NETWORK, INCLUDING ANY NETWORK MANAGED BY A PHARMACY BENEFIT MANAGER OR GROUP PURCHASING ORGANIZATION. TRADERX'S LIABILITY TO YOU OR ANYONE ELSE IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF (A) \$100, AND (B) THE TOTAL DOLLAR AMOUNT OF ALL PRESCRIPTION DRUGS AND OTHER ITEMS YOU BOUGHT AND/OR SOLD VIA TRADERX IN THE 30 DAYS PRIOR TO THE ACTION ALLEGEDLY GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY SHALL EXTEND TO ANY AND ALL DAMAGES ARISING FROM THE USE OF THE SITE OR SERVICES INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM INVESTIGATIONS, REGULATORY INQUIRIES, LOSS OF REGULATORY APPROVALS AND LICENSES, AND ANY OTHER CLAIM, INVESTIGATION, SUBPOENA, PROCEEDING, OR OTHER CAUSE BROUGHT BY ANY STATE OR FEDERAL AGENCY, OFFICE, COURT, OR AGENT.**

## **7. INDEMNIFICATION**

**7.1 Indemnification.** AS A USER OF THE SITE, YOU AGREE TO INDEMNIFY AND HOLD TRADERX AND ANY OF ITS PARENT, SUBSIDIARIES AND/OR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY CLAIM OR DEMAND AND ALL LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) INCURRED BY TRADERX AND ANY OF ITS PARENT, SUBSIDIARIES AND/OR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS AND/OR EMPLOYEES THAT ARISE OUT OF ANY CLAIM ASSERTED BY A THIRD PARTY OR GOVERNMENT AGENCY THAT INVOLVES, RELATES TO OR CONCERNS ANY OF YOUR ACTIONS OR OMISSIONS ON THIS SITE OR OTHERWISE, INCLUDING CLAIMS ARISING FROM ANY NEGLIGENCE OR GROSS NEGLIGENCE BY YOU, AND INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT OR VIOLATION OF ANY LAW OR REGULATIONS.

## **8. GENERAL**

**8.1 Investigations.** We may investigate complaints and violations of our policies. You agree to cooperate fully with such investigations, including without limitation, providing us specific information regarding your right to a Prescription Drug, the source of a Prescription Drug, your acquisition of a Prescription Drug, and the price you paid for a Prescription Drug.

**8.2 Violations, Termination, and Suspension.** We may take any action that we deem appropriate in our sole discretion (including without limitation issuing a warning, suspending or terminating service, denying access, removing a posting or recommending you edit a posting) if: (a) you breach this Agreement or any document it incorporates by reference; (b) you are unwilling to cooperate with our investigation of a complaint or reported violation; (c) we are unable to verify or authenticate any

information you provide; or (d) we believe your conduct may cause legal liability for you, for other users, or for TradeRX. You agree that payments owing to you for sales made through this Site may be suspended or delayed pending our investigation. TradeRX is not obligated to transmit Buyer funds pursuant to any sale if there exists a good faith basis to believe such sale was unlawful or otherwise made in material violation of this Agreement.

**8.3 Disclosure of Information.** You agree that TradeRX may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other relevant third parties. TradeRX will cooperate to ensure that violators are prosecuted to the fullest extent of the law. You also agree to fully cooperate with all appropriate legal, regulatory, and third party inquiries and/or investigations. TradeRX will provide to the appropriate authority, upon request by the authority, all transaction history pertaining to the inquiry and/or investigation.

**8.4 Audit Requests.** Audit requests from third parties (i.e. wholesalers, insurance providers, and regulatory agencies) must be emailed in their original form to [traderx.market@gmail.com](mailto:traderx.market@gmail.com). TradeRX will not release any data prior to receiving the original documentation from the third party. All requests must be submitted at least two (2) business days before due date. All submissions will be processed on a first-come-first-served basis. If a request is sent to TradeRX with less than two (2) business days to complete, the member pharmacy must contact the third party and request an extension. TradeRX expressly disclaims any responsibility for any lost profits or special, consequential, incidental, or exemplary damages (including without limitation indirect and special damages) that may result from any audit.

**8.5 Adjustments.** You authorize us to withhold payment or charge your bank account any amount owed, including but not limited to amounts owed if (a) a sale is cancelled for any reason; (b) TradeRX reasonably believes that you have committed fraud or other illegal act or omission during any buying or selling activity; (c) you are not able to produce the exact Prescription Drugs that you posted on the Site; (d) you deliver incorrect or misrepresented Prescription Drugs for any order or portion of an order, (e) you fail to ship Prescription Drugs by the expected ship date you provided without notifying TradeRX in advance or (f) you otherwise owe us a specific amount.

**8.6 Allocation of Risk.** You acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk, and that the pricing and other terms and conditions of this agreement reflect such allocations of risk.

**8.7 Tax Indemnity.** You agree that TradeRX is not responsible in any way for the accuracy or suitability of any payment of any taxes to any entity on your behalf. You shall indemnify and hold TradeRX and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by TradeRX that arise out of any third party or governmental claim that involves, relates to or concerns (i) any federal, state or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning the tax status of TradeRX.

**8.8 Change or Suspension of Site.** TradeRX reserves the right at any time to modify or discontinue, temporarily or permanently, the Site or any part of the Site with or without notice. You agree that TradeRX shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site or any Services under this Agreement, for any reason. TradeRX does not guarantee continuous, uninterrupted or secure access to our Service, and operation of our Site may be

interfered with by numerous factors outside of our control. TradeRX is never, for any reason, responsible for Prescription Drugs posted on the Site that do not sell, including Prescription Drugs that remain unsold during a site outage.

**8.9 Regular Maintenance.** The Site may be unavailable from 12am – 3am Eastern Standard Time each morning while it is being updated and modified. During this time, the Site may be temporarily unavailable. The Site is updated at regular intervals. TradeRX is not responsible for unsold Prescription Drugs resulting from these regular Site updates.

**8.10 Ownership of Intellectual Property.** You acknowledge and agree that (i) our patents, trademarks, trade names, service marks, copyrights and other intellectual property (collectively, “Intellectual Property”) are and shall remain our sole property, and (ii) nothing in this agreement shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of TradeRX’s Intellectual Property.

**8.12 Copyright.** The software and the Site, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of TradeRX or its suppliers, and are protected by U.S. and international copyright, trademark and other laws. The compilation of all content on the Site is the exclusive property of TradeRX and protected by U.S. and international copyright law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content on the Site is strictly prohibited.

**8.13 Proprietary Processes.** This Site allows users to invoke and benefit from processes that are proprietary to TradeRX. The functionality of this website is subject to a pending patent application that is not currently accessible to the public. The functions of this Website constitute the confidential trade secrets of TradeRX. By availing yourself and your organization to the benefits of the proprietary processes enabled by this Site, you and your organization agree not to reverse engineer, misappropriate, independently create, disclose, or otherwise make use of the trade secrets embodied in this Site. You agree that in any dispute relating to this provision, that you and the organization on whose behalf you act have the burden of proving with clear and convincing evidence that you and your organization independently possessed a particular trade secret prior to being exposed to the Site. In any dispute arising from this Agreement, the prevailing party shall have its expenses (including but not limited to reasonable attorney fees) paid for by the non-prevailing party.

**8.14 No Agency.** You and TradeRX are independent contractors, and no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Agreement.

**8.15 Notices.** Except as expressly stated otherwise, all notices to TradeRX shall be sent to the email address [traderx.market@gmail.com](mailto:traderx.market@gmail.com) Except as expressly stated otherwise, all notices to you shall be sent to the email address you provided to us during the registration process. Such notice shall be deemed given one business day after the email is sent.

**8.16 Governing Law; Arbitration.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its provisions governing conflicts of law. Except for allegations that you have infringed or have threatened to infringe our intellectual property rights, you agree that any dispute or controversy between us, or arising under or concerning performance or breach of this Agreement, shall be brought before a mutually selected arbitrator and held in New York City in accordance with the rules of JAMS (Judicial Arbitration and Mediation

Services, Inc.). Such arbitration, all filings, written evidence, and testimony connected with the arbitration and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence. The arbitrator shall issue a written opinion setting forth the reasons for his or her decision, and the decision shall be final and binding. Each party shall be responsible for its own costs associated with the arbitration. Judgment on the arbitration award may be entered in any court of competent jurisdiction. If TradeRX alleges that you have infringed or threatened to infringe our intellectual property rights, then, in addition to any other rights and remedies TradeRX may have, we shall have the right to preliminary or permanent injunctive relief from any court of competent jurisdiction without being required to post a bond or similar security.

**8.17 Miscellaneous.** This Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this Agreement will be valid or effective unless made in accordance with the express terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. You may not assign or transfer this Agreement, or any of its rights or obligations, without the prior written consent of TradeRX. Nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their successors and permitted assigns. The subject heading at the beginning of each paragraph of this Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph.

**8.18 Authorized Representative.** By submittal and agreement of the terms and conditions of this User Agreement, you warrant you are an owner and/or authorized member of ownership and may legally bind the ownership to the terms and conditions stated in this User Agreement.