WHOLESALE SUPPLY AGREEMENT

This wholesaler distribution agreement (the "**Agreement**") is made as of the 14th day of March 2021 ("**Effective Date**") between Methapharm Inc. 81 Sinclair Blvd. Brantford ON N3S 7X6 Canada ("**Wholesaler**") and Life Science Logistics, LLC 2600 Regent Blvd., Dallas TX 75261 USA ("**Purchaser**").

WHEREAS Purchaser wishes to import some or all of the products identified on Schedule "B", which may be amended by Purchaser from time to time (the "**Products**") into the State of Florida, USA for sale to the Agency (as defined herein) under the Florida Drug Importation Program (as defined herein) from Ontario, Canada;

AND WHEREAS Wholesaler will act as a Foreign Seller according to SIP Rule under the Florida Drug Importation Program;

AND WHEREAS Wholesaler and Purchaser wish to identify one or more suppliers ("**Supplier(s)**") to manufacture and supply the Products;

AND WHEREAS Purchaser and Wholesaler wish to enter into agreements with such Suppliers governing the terms of the purchase and sale of such Products;

AND WHEREAS Purchaser and Wholesaler wish to have Suppliers sell Products to Wholesaler to be Distributed (as defined herein) by Purchaser under the Florida Drug Importation Program;

AND WHEREAS Wholesaler is duly qualified and agrees to Distribute as set out in this Agreement;

AND WHEREAS the Parties wish to confirm the basis upon which Wholesaler will Distribute Products to Purchaser;

AND WHEREAS Wholesaler and Purchaser entered into a Mutual Confidentiality and Non-Disclosure Agreement (the "**Confidentiality Agreement**") on January 27, 2021 with respect to the confidential and proprietary nature of information exchanged between the Parties, and this Agreement is intended to supersede and replace the Confidentiality Agreement;

AND WHEREAS Wholesaler and Purchaser entered into a binding term sheet (the "**Term Sheet**") on February 17, 2021 with respect to the foregoing arrangements and transactions, and this Agreement is intended to supersede and replace the Term Sheet;

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

As used in this Agreement, the following terms have the following meanings unless the context clearly requires otherwise:

(a) "**Additional Term**" has the meaning in Section 9.1.

(b) "**Affiliate**" means any Person that, directly or indirectly, controls, is controlled by or is under common control with another Person, and for the purpose of this definition, "control" (including the correlative meanings, "controlled by" or "under common control") means the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities, by contract or otherwise.

(c) "**Agency**" means the Agency for Health Care Administration in the State of Florida in the United States of America.

(d) "**Agreement**" has the meaning in the preamble to this Agreement.

(e) "**Alternative Florida Transaction**" means, whether written or oral, (a) entertaining, soliciting, or encouraging in connection with, (b) furnishing or causing to be furnished any information to any persons or entities (other than the other Party or its agents, directors, officers, employees, consultants, representatives, controlling shareholders and legal, financial and other advisors in connection with), or (c) negotiating, responding to, or otherwise pursuing, any proposal or discussions for or in connection with any transaction, howsoever structured, relating to the wholesale distribution of drugs to the State of Florida in connection with a Drug Importation Program.

(f) "**Alternative Transaction**" means, whether written or oral, (a) entertaining, soliciting, or encouraging in connection with, (b) furnishing or causing to be furnished any information to any persons or entities (other than the other Party or its agents, directors, officers, employees, consultants, representatives, controlling shareholders and legal, financial and other advisors) in connection with, or (c) negotiating, responding to, or otherwise pursuing, any proposal or discussions for or in connection with, any transaction, howsoever structured, relating to a Drug Importation Program.

(g) "**Arbitrator**" has the meaning in Section 13.1(b).

(h) "**Business Day**" means any day other than a day which is a Saturday, a Sunday or a day on which banks in Ontario, Canada, Florida, or Texas are generally not open for business.

(i) "**Change of Law**" has the meaning in Section 9.2(c).

(j) "**Claim**" means any (including any threatened) demand, complaint, investigation, action, cause of action, suit, damage, liability (actual or contingent) or obligation.

(k) "**Confidential Information**" means all secret, confidential or proprietary information or data, or any trade secret, financial, technical, scientific, pricing, customer, business or other information or document, whether provided in written, oral, graphic, video, computer or other form, provided by either Party or their representatives (the "**Disclosing Party**") to another Party or its representatives (the "**Receiving Party**") pursuant to this Agreement or generated pursuant to this Agreement, including the existence of this Agreement and its terms, the existence of any agreements between either Party and/or third parties relevant to this Agreement and any of the terms of such agreements, and any other materials that have not been made available by the Disclosing Party to the general public. Notwithstanding the foregoing, Confidential Information will not include any specific portion of any information or materials that:

(i) were already known to the Receiving Party (other than under an obligation of confidentiality) at the time of disclosure by the Disclosing Party to the extent such Receiving Party has documentary evidence or other competent proof to that effect;

(ii) were generally available to the public at the time of their disclosure to the Receiving Party;

(iii) became generally available to the public after their disclosure or development, as the case may be, other than through any act or omission of a Party in breach of such Party's confidentiality obligations under this Agreement;

(iv) were disclosed to a Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others; or

(v) are independently developed by employees, authorized agents or independent contractors of the Receiving Party without use of, reference to or reliance upon the information furnished by the Disclosing Party, as evidenced by documentary evidence to that effect or other competent proof.

The above exceptions will not apply to (i) any individual parts of the Confidential Information merely because such parts are included in more general information, or (ii) any specific combination of the items found in the Confidential Information merely because such combination from multiple sources, none of which shows the whole combination.

(l) "**Consultation Period**" has the meaning in Section 13.1(b).

(m) "**Current Good Manufacturing Practices**" or "**cGMP**" means the current good manufacturing practices under all Laws applicable to the Manufacture of Products including, but not limited to, the practices and standards set out in the guidelines published as the Good Manufacturing Practices for Drug Manufacturers and Importers by the HPFBI, as amended from time to time, and the current good manufacturing practices

as defined in Title 21 of the Code of Federal Regulation § 210 at seq., as amended from time to time.

(n) "**Defective Products**" has the meaning in Section 5.4(b).

(o) "**DIN**" means Drug Identification Number.

(p) "**Dispute**" has the meaning in Section 13.1(a).

(q) "**Distribute**" or "**Distributed**" or "**Distributing**" means to provide any of the services set out in Schedule "C", which may be amended upon the written consent of both Parties.

(r) "**Distributing Records**" has the meaning in Section 2.5.

(s) "**Drug Importation Program**" means drug importation programs created pursuant to the SIP Rule.

(t) "**Drug Shortage**" means with respect to a Product, a "shortage" as that definition applies to C.01.014.8 of the Food and Drug Regulations, resulting in: (i) Supplier being unable to manufacture Product to meet the demand in Canada for Product; or (ii) Wholesaler being unable to distribute Product to meet the demand in Canada for Product.

(u) "**Drug Shortage Records**" has the meaning in Section 5.2(e).

(v) "**Effective Date**" has the meaning in the preamble to this Agreement.

(w) "**Exclusivity Period**" means the Term of this Agreement plus an additional one year period.

(x) "**Facility**" means Wholesaler's facility located at [**NTD: Insert**] used in Distributing the Products hereunder and such other facilities used by Wholesaler in Distributing the Products hereunder for which Purchaser has supplied prior written approval.

(y) "**FDA**" means the Food and Drug Administration of the United States of America.

(z) "**FFDCA**" means the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §301 et seq, as amended from time to time, and any related federal and/or state law or regulation in the Territory pertaining to the safety, effectiveness, adulteration, misbranding, mishandling, packaging, labeling or storage of pharmaceutical ingredients, and/or finished pharmaceutical products that may be applicable to Products during the Term.

(aa) "**Final Determination**" has the meaning in Section 13.1(h).

(bb) "**Florida Agreement**" means that certain contract between the State of Florida, Agency for Health Care Administration, and Purchaser to provide services necessary for the implementation, operation, and management of the Florida Drug Importation Program.

(cc) "**Florida Drug Importation Program**" means the Canadian Prescription Drug Importation Program established under §381.02035, Florida Statutes and the Florida Agreement.

(dd) "**Food and Drug Regulations**" means Canada's *Food and Drug Regulations*, CRC, c 870, as amended time to time.

(ee) "**Force Majeure Event**" means an event or occurrence beyond the reasonable control of a Party which by the exercise of reasonable diligence could not be overcome, including, without limitation, acts of God, flood, fire, earthquake, tsunami, epidemics, pandemics including, the 2019 novel coronavirus pandemic (COVID-19), explosion, restraints of governments, riots, arrests of people, acts of war, civil disturbances, terrorist actions, rebellion or sabotage, strikes, lock-outs, labor disruptions, ice, lightning, hydroelectric power failures, other potential disasters or catastrophes, or any changes in Law, delay or failure by a Governmental Authority to issue any relevant permit or order not caused by the act or omission of the Party.

(ff) "**Governmental Authority**" means within the Territory any (i) state, provincial, territorial or federal government, (ii) court, arbitral or other tribunal or governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official or entity); or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, policy, regulatory, or taxing authority or power of any nature pertaining to government.

(gg) "**HPFB**" means the Health Products and Food Branch of Health Canada, or any successor to it.

(hh) "**Illegitimate Foreign Product**" has the meaning in SIP Rule §251.2.

(ii) "**Indemnifying Party**" has the meaning in Section 10.3.

(jj) "**Indemnitee**" has the meaning in Section 10.3.

(kk) "**Initial Term**" has the meaning in Section 9.1.

(ll) "**Interim Order**" means the interim order respecting drug shortages made by the Canadian Minister of Health on November 27, 2020 which seeks to prevent a shortage of pharmaceutical drugs in Canada and which governs manufacturers and wholesalers in Canada, and any amendments thereto and replacements thereof.

(mm) "**Latent Defect**" means any defect in design, material and workmanship or any failure of Product to conform to the Specifications at the time of receipt of Product by Purchaser that is not readily detectable by Purchaser within **30** days of receipt.

(nn) "**Law(s)**" means all applicable laws, rules, regulations, judgments, orders, subpoenas, decrees, statutes, ordinances, guidelines, policies, codes of conduct, and any other requirements of any Governmental Authority or instrumentality within the Territory or any domestic or foreign state, province, county, city or other political subdivision including, without limitation, the FFDCA, the Food and Drug Regulations, cGMPs, chapter 61N of the Florida Administrative Code, the Federal Title II of the SDCA, § 381.02035, and Florida Statutes ("F.S.") , Chapter 499, F.S., as amended from time to time.

(oo) "**Losses**" means established losses, costs, injuries, liabilities, fines, penalties, damages,

amounts paid in settlement, judgments, awards or expenses, including reasonable costs and expenses (including reasonable legal fees, disbursements and expenses of investigation).

(pp) "**Notice**" has the meaning in Section 14.2.

(qq) "**Party**" means, individually, Wholesaler or Purchaser and "**Parties**" means, collectively, Wholesaler and Purchaser.

(rr) "**Person**" includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, Governmental Authority and any other form of entity or organization, whether or not having legal status.

(ss) "**Product Supply Agreement**" or "**PSA**" means any agreement entered into by Supplier, Wholesaler and Purchaser regarding the purchase by Wholesaler of Products for sale to Purchaser and importation into the United States of America by Purchaser, which shall include the specific terms set out in Schedule "**A**".

(tt) "**Products**" has the meaning in the recitals to this Agreement.

(uu) "**Purchase Order**" has the meaning in Section 4.1(a).

(vv) "**Purchaser**" has the meaning set out in the preamble to this Agreement.

(ww) "**Purchaser Facility**" has the meaning in Section 5.1(b) .

(xx) "**Purchaser Indemnitees**" has the meaning in Section 10.1.

(yy) "**Quality Agreement**" means an agreement which sets out the details of the allocation of tasks between the Wholesaler and Purchaser related to the Distributing of Products, including responsibilities for quality assurance and control of Products.

(zz) "**Regulatory Costs**" has the meaning in Section 6.3(b).

(aaa) "**Rejection Notice**" has the meaning in Section 5.4(b).

(bbb) "**Representatives**" shall mean a Party or its agents, directors, officers, employees, consultants, representatives, controlling shareholders and legal, financial and other advisors.

(ccc) "**Shipping Orders**" has the meaning in Section 5.1(a).

(ddd) "**SIP Rule**" means the FDA regulations applicable to the Section 804 Importation Program set forth in 21 CFR Part 251 and any successor or amended regulations.

(eee) "**Specifications**" means, with respect to any Products, all specifications for materials, manufacturing procedures, as well as the procedures, requirements (regulatory or

otherwise), standards and other items necessary to Distribute Products.

(fff) "**SSI**" has the meaning in SIP Rule §251.2.

(ggg) "**Supplier**" means a supplier of Products as defined in the recitals to this Agreement.

(hhh) "**Supplier Indemnitees**" has the meaning in Section 10.2.

(iii) "**Suspect Foreign Product**" has the meaning in SIP Rule §251.2.

(jjj) "**Term**" has the meaning in Section 9.1.

(kkk) "**Territory**" means Canada and the United States of America ("**US**").

(lll) "**Third Party**" means any Person that is not a Party to this Agreement.

(mmm) "**Wholesaler**" has the meaning in the preamble to this Agreement.

(nnn) **"Wholesaler Indemnitee"** has the meaning in Section 10.2.

(ooo) "**Year**" has the meaning in Section 6.3(a)(ii).

1.2 Incorporation of Schedules

The following Schedules are an integral part of this Agreement:

- Schedule "A" – Relevant Provisions of Product Supply Agreement
- Schedule "B" – Products
- Schedule "C" – Wholesaler Services

1.3 Currency

Except as otherwise expressly stated, all dollar amounts referred to in this Agreement are expressed in United States of America dollars.

1.4 Interpretation

(a) In the event an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(b) The definitions of the terms herein apply equally to the singular and plural forms of the terms defined.

(c) Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms.

(d) The words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation."

(e) The word "will" as used throughout this Agreement has the same imperative force as "shall".

(f) The preamble will form an integral part of this Agreement.

(g) Unless the context requires otherwise,

(i) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein),

(ii) any reference to any Laws herein will be construed as referring to such Laws as from time to time enacted, repealed, replaced or amended,

(iii) any reference herein to any Party will be construed to include the Party's successors and assigns,

(iv) the words "herein", "hereof" and "hereunder", and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof,

(v) any reference herein to the words "mutually agree" or "mutual written agreement" will not impose any obligation on either Party to agree to any terms relating thereto or to engage in discussions relating to such terms except as such Party may determine in such Party's sole discretion, acting reasonably, and

(vi) all references to Articles, Sections, Exhibits or Schedules herein without a reference to any other agreement, will be construed to refer to Articles, Sections, Exhibits and Schedules of this Agreement.

ARTICLE 2 APPOINTMENT OF WHOLESALER

2.1 Appointment

During the Term, Wholesaler will Distribute to Purchaser, in accordance with the terms set out in this Agreement, Products purchased by Wholesaler from Supplier in accordance with each Product Supply Agreement. Wholesaler will take all steps necessary to Distribute the Products in accordance with Laws and the terms and provisions of this Agreement, including that, Wholesaler will:

(a) designate an official contact with the FDA according to SIP Rule § 251.11; and

(b) designate a US agent with the FDA according to SIP Rule § 251.11. Wholesaler will Distribute Products and perform its obligations under this Agreement in a safe, lawful, professional and workmanlike manner and in a manner consistent with industry standards, and in compliance with Laws.

2.2 Exclusivity

(a) During the Term of this Agreement, Wholesaler and its Affiliates will not Distribute or otherwise supply, directly or indirectly, any Products supplied under a PSA to any party or entity that is not Purchaser, including the Agency and any other Governmental Authority, as part of the Drug Importation Program. Wholesaler will cause its Affiliates to be bound by and to comply with this section 2.2. For greater certainty, Wholesaler will not be restricted from selling Products to any other party in the normal course of trade within Canada.

(b) During the Exclusivity Period, neither Wholesaler nor any of its Representatives (on behalf of Wholesaler) or Affiliates will enter into any negotiations or other discussions or communications of any nature with any other party or entity concerning an Alternative Transaction. Wholesaler will immediately notify Purchaser in writing of (i) the receipt during the Exclusivity Period of any proposal for an Alternative Transaction or any requests for any information relating to Wholesaler's or its Affiliates' interest in participating in such Alternative Transaction by any person or entity other than Purchaser or its Representatives, regardless of the preliminary nature of such request, and (ii) the terms of any such Alternative Transaction to the extent known. Wholesaler are responsible for any breach by Wholesaler or its Representatives of any of the provisions of this Section

(c) During the Term of this Agreement, neither Purchaser nor any of its Representatives will enter into any negotiations or other discussions or communications of any nature with any other party or entity concerning an Alternative Florida Transaction, unless (i) Wholesaler is incapable of satisfying its obligations under the Agreement in Purchaser's sole discretion, acting reasonably, (ii) Wholesaler is unable to deliver specified Products, or (ii) Agency requires Purchaser to engage an Alternative Florida Transaction.

2.3 Qualification of Facility

For the Term of this Agreement, Wholesaler will at all times maintain, or cause to be maintained, the Facility in compliance with applicable standards promulgated by any Governmental Authority for Distributing facilities in the Territory and all applicable Laws.

2.4 Conformance with Laws

Wholesaler will Distribute Products in accordance with each PSA, this Agreement, the Specifications and Laws.

2.5 Distributing Records

Wholesaler will maintain, during the Term and for an additional twelve-year period following the Term, true, accurate and complete records regarding Distributing the Products (**"Distributing Records"**) in accordance with all Laws. Upon Purchaser's request, Wholesaler will provide such records to Purchaser within seven days or earlier if required by the FDA or the Agency, or to comply with Law.

2.6 Quality Agreement

The Parties will enter into a Quality Agreement to be executed in a timely fashion. The Quality Agreement will detail the quality assurance obligations and responsibilities of the Parties with respect to Distributing the Products. To the extent of an inconsistency with the terms of the Quality Agreement and this Agreement, the terms of the former shall prevail to the extent of such conflict with respect to quality matters only.

ARTICLE 3 PRODUCT SUPPLY AGREEMENTS

3.1 Designated Representatives

(a) Each Party will appoint a representative that will have general oversight and management responsibility for the general administration of this Agreement and to negotiate and enter into PSAs, to whom the questions and concerns of each Party with respect to the rights, obligations and performance of this Agreement (each such person a "**Designated Representative**") will be directed in the first instance. For greater certainty, each Designated Representative will have decision-making authority and the ability to bind his or her respective Party. As at the Effective Date the Designated Representatives of each Party are as follows:

Wholesaler --- [redacted]

Purchaser --- [redacted]

Each Party may change its Designated Representative upon five Business Days' prior written notice, in accordance with Section 14.2 of this Agreement, of such change to each other Party.

(b) The Designated Representatives of each Party will:

(i) meet, in person or by electronic means, at least once per week, or more often as may be mutually agreed by the Parties;

(ii) discuss Suppliers and any discussions or negotiations regarding PSAs in accordance with Section 3.2;

(iii) perform those obligations designated in this provisions of this Agreement as responsibilities of the Designated Representatives;

(iv) have overall responsibility for the consideration of any proposed amendment or modification to this Agreement;

(v) participate in the dispute resolution procedures provided for in Article 13 of this Agreement; and

(vi) have such other responsibilities and obligations or perform such other duties as

are expressly contemplated by this Agreement or as Wholesaler and Purchaser may mutually agree in writing from time to time.

3.2 Agreements with Supplier and Purchaser

(a) Each Party's Designated Representative will use commercially reasonable efforts, and act in good faith:

(i) to work together to identify one or more Suppliers to supply Products to Purchaser and Wholesaler in accordance with a PSA;

(ii) to consider, negotiate and enter into PSAs with Suppliers for Suppliers to supply Products to Wholesaler to Distribute such Products to Purchaser, containing provisions similar to the Relevant Provisions of Product Supply Agreement identified in Schedule "A"; and

(iii) to the extent that Supplier rejects the terms set out in the Schedule "A", to consider and negotiate terms agreeable to both Parties.

ARTICLE 4 ORDERING AND RECEIVING PRODUCTS

4.1 Purchase Orders

(a)

(b)

(c)

(d)

(e)

(f) [redacted]

4.2 **Receiving Products**

(a) [redacted]

(b)

(c)

[redacted]

4.3 **Samples**

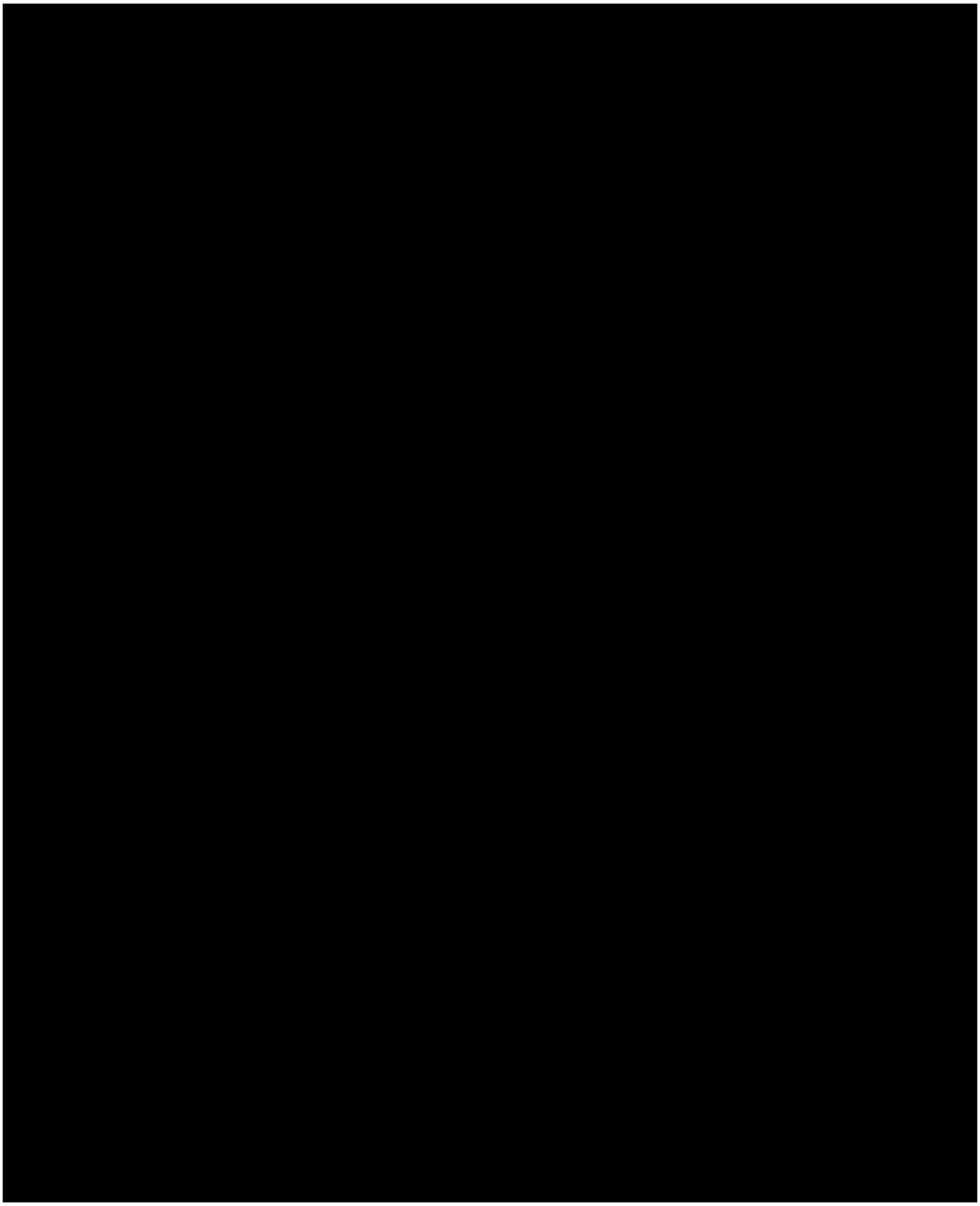
Wholesaler will take or store any retained samples required by Law or any Governmental Authority to be taken or stored by a Foreign Seller.

ARTICLE 5 SHIPPING, DELIVERY, TITLE AND ACCEPTANCE

5.1 **Shipping Orders**

(a) [redacted]

(b)

(c) 

5.2 **Additional Requirements**

(a) The Parties agree that no Shipping Order is intended to cause or exacerbate a Drug Shortage in Canada.

(b) Wholesaler will comply with the Interim Order.

(c) Wholesaler will take all commercially reasonable steps to ensure that any quantities or volumes of Product required by a Shipping Order will not cause or exacerbate a Drug

Shortage in Canada.

(d) [redacted]

(e) [redacted]

(f) [redacted]

5.3 **Shipping and Delivery**

(a) [redacted]

(b) [redacted]

(c) [redacted]

5.4 **Purchaser Acceptance**

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

(e) [redacted]

ARTICLE 6 PRICING AND PAYMENT

6.1 Payment to Suppliers

(a)

(b)

(c)

[redacted]

6.2 Invoices and Payment to Wholesaler

(a)

(b)

(c)

[redacted]

6.3 Pricing

(a)

(b)

[redacted]

(c) 

ARTICLE 7 AUDITS AND REGULATORY MATTERS

7.1 **Compliance with Laws**

(a) Each Party will comply fully with all Laws applicable to such Party relating to its performance of its obligations under this Agreement. In accordance with the PSA, the Parties will comply fully with all Laws relating to adverse event reporting requirements and quality assurance obligations to the extent such Laws apply to the performance of the obligations of such Party under this Agreement.

(b) Purchaser will comply with all Laws applicable to Purchaser as an Importer, as such term is defined under SIP Rule, and with its obligations under the Florida Drug Importation Program.

(c) Wholesaler will comply with all Laws applicable to Wholesaler as a Foreign Seller, as such term is defined under SIP Rule, and relating to Distributing Products in the Territory.

(d) Wholesaler will permit audits of Distributing Records by Governmental Authorities of the Territory during the Term of this Agreement and, if necessary, thereafter.

(e) Wholesaler will permit inspections of the Facility by Governmental Authorities of the Territory during the Term of this Agreement and, if necessary, thereafter.

(f) Wholesaler will cooperate with any Governmental Authority, Purchaser, authorized repackager, wholesale distributor or dispenser, in the event of a recall or for purposes of investigating a Suspect Foreign Product or Illegitimate Foreign Product, including any obligations under SIP Rule § 251.14.

(g) The Parties will promptly notify all other Parties of any pending inspection by any Governmental Authority for the Territory as of the date hereof or as notice of same may arise, and of any communications to or from any Governmental Authority (including the reporting of adverse drug experiences or field alerts) which might adversely affect a Party's ability to perform its obligations under this Agreement. The Parties will keep each other informed of the resolution of the matter with the relevant Governmental Authority to the extent that it relates to Product or a Party's ability to perform its obligations under this Agreement.

7.2 Audit

Wholesaler grants Purchaser the right to audit or to appoint third Parties to audit the Facility, any storage facilities and the documentation demonstrating Wholesaler's satisfactory performance of its obligations under this Agreement. Such audit will be conducted during normal business hours, and at Purchaser's expense. Purchaser will notify Wholesaler in writing at least ten days in advance of such an audit.

ARTICLE 8 REPRESENTATIONS WARRANTIES AND COVENANTS

8.1 Representations and Warranties of Wholesaler

Wholesaler acknowledges and confirms that Purchaser is relying on the representations and warranties made by it in connection with its entry into this Agreement. Wholesaler covenants, agrees, warrants and represents that the following representations and warranties are true and correct as at the Effective Date and will remain true and correct throughout the Term:

(a) it is duly organized and validly existing under the laws of the jurisdiction of incorporation or formation, and has full power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) it has the corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been duly and validly authorized by it.

(c) the execution, delivery and performance of this Agreement by it does not conflict with, or constitute a breach of or under, any Law, order, judgment, agreement or instrument to which it is a Party.

(d) the execution, delivery and performance of this Agreement by it does not require the consent of any Person or the authorization of (by notice or otherwise) any Governmental Authority.

(e) this Agreement constitutes a valid and binding obligation of it enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(f) it has the requisite experience, knowledge and expertise, suitable Facility and qualified personnel, as well as the legal right, to perform the obligations under this Agreement, in a safe, lawful, professional and workmanlike manner.

(g) neither it nor any of its Affiliates has been debarred or is subject to debarment and neither it nor any of its Affiliates will use in any capacity, in connection with the Distribution of Products, any Person who has been debarred pursuant to Section 306 of the FFDCA (or any corresponding Law in any other country), or who is the subject of a conviction described in such Section (or any corresponding Law in any other country).

(h) it has not paid any funds, directly or indirectly, to any person in violation of any Law for

influencing or attempting to influence an officer or employee of any Governmental Authority, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Governmental Authority contract, the making of any Governmental Authority agent, the making of any Governmental Authority loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Governmental Authority contract, grant, loan, or cooperative agreement.

(i) it holds or will obtain, and is operating in material compliance with, all permits, licenses, authorizations and clearances and any other requirement by a Governmental Authority necessary for it to Distribute and to conduct its operations and business in the manner currently conducted and as contemplated under this Agreement.

(j) it is not licensed by a provincial regulatory authority with an international pharmacy license that allows it to distribute drugs that are approved by countries other than Canada and that are not HPFB-approved for distribution in Canada.

(k) it has not received any notification of, and it has no knowledge that there is now pending or that there have been any orders, letters, notifications or other communications from a Governmental Authority to restrict or limit its ability to Distribute the Products.

(l) there are no restrictions or limitations on its ability to Distribute Products in compliance with all Laws.

(m) it shall register with the FDA as a Foreign Seller according to SIP Rule § 251.9, in accordance with applicable Laws or as required by governmental authority and Wholesaler will continuously update this registration in accordance with SIP Rule § 251.9.

(n) title to all Product supplied under this Agreement will pass as provided in this Agreement, free and clear of any security interest, lien or other encumbrance.

8.2 Representations and Warranties of Purchaser

Purchaser acknowledges and confirms that Wholesaler is relying on the representations and warranties made by it in connection with its entry into this Agreement. Purchaser covenants, agrees, warrants and represents that the following representations and warranties are true and correct as at the Effective Date and will remain true and correct throughout the Term:

(a) it is duly organized and validly existing under the laws of the jurisdiction of incorporation or formation, and has full power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) it has the corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been duly and validly authorized by it.

(c) the execution, delivery and performance of this Agreement by it does not conflict with, or constitute a breach of or under, any Law, order, judgment, agreement or instrument to which it is a Party.

(d) it has obtained all consents required by any Person or authorizations required by any Governmental Authority necessary for Purchaser to execute, delivery and perform this Agreement.

(e) this Agreement constitutes a valid and binding obligation of it enforceable against it in accordance with the terms of this Agreement, subject, however, to limitations with respect to enforcement imposed by Law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(f) neither it nor any of its Affiliates has been debarred or is subject to debarment and neither it nor any of its Affiliates will use in any capacity, in connection with the development, manufacture or commercialization of Products, any Person who has been debarred pursuant to Section 306 of the FFDCA (or any corresponding Law in any other country), or who is the subject of a conviction described in such Section (or any corresponding Law in any other country).

(g) it has not paid any funds, directly or indirectly, to any person for influencing or attempting to influence an officer or employee of any Governmental Authority, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Governmental Authority contract, the making of any Governmental Authority agent, the making of any Governmental Authority loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Governmental Authority contract, grant, loan, or cooperative agreement.

(h) it holds and is operating in material compliance with, all permits, licenses, authorizations and clearances and any other requirement by a Governmental Authority necessary for it to conduct its operations and business in the manner currently conducted and as contemplated under this Agreement.

(i) it is and will remain in material compliance with the terms of the Florida Agreement, and subject to Article 9, the Florida Agreement is in full force and effect.

(j) it has not received any notification of, and it has no knowledge that there is now pending or that there have been any orders, letters, notifications or other communications from a Governmental Authority to restrict or limit its ability to receive, import or distribute the Products.

8.3 **Additional Mutual Covenants**

(a) Each Party agrees to inform the other Party in writing immediately if it or any Person who is performing services hereunder is debarred or is the subject of a conviction described in Section 306 (or any corresponding law in any other country), or if any action, suit, claim, investigation or legal or administrative proceeding is pending or, to such Party's knowledge, is threatened, relating to the debarment or conviction of such Party or any person used in any capacity by such Party or any of its Affiliates in connection with the development, manufacture or commercialization of Products, or which would prevent or restrict it from entering into this Agreement or carrying out its obligations under this

Agreement.

(b) Each Party will maintain in full force and effect all necessary permits, licenses, authorizations and clearances and any other requirement by a Governmental Authority necessary for it to carry out its duties and obligations under this Agreement.

(c) Each Party will comply with all Laws applicable to its activities under this Agreement.

(d) Each Party will keep all records and reports required to be kept by all Laws. The Parties will complete any reporting required by Law applicable to its activities under this Agreement.

EACH PARTY AGREES AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, IMPLIED OR STATUTORY, AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST NON-INFRINGEMENT OR THE LIKE.

8.4 Notice and Survival

The Parties acknowledge and agree that the terms in Sections 8.1, 8.2 and 8.3 constitute material terms. Each Party will notify the other immediately upon becoming aware of any matter, which would result in any of the foregoing representations, warranties or covenants being false or incorrect. The Parties agree that all representations, warranties and covenants contained in this Agreement will survive acceptance, inspection and any subsequent sale of Products, and/or termination of this Agreement, in whole or in part.

ARTICLE 9 TERM AND TERMINATION

9.1 Term

[redacted]

9.2 **Termination By Either Party**. This Agreement may be terminated under any of the following circumstances, by either Party:

(a) Termination for Bankruptcy. Either Party may immediately terminate this Agreement by giving written notice to the other Party if: (i) the other Party becomes insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction; (ii) the other Party makes an assignment for the benefit of creditors; or (iii) a receiver, trustee or similar agent is appointed with respect to any property or business of either Party.

(b) Termination for Breach. Either Party may terminate this Agreement with written notice

to the other Party if the other Party defaults in the performance or observance of any of its material obligations or otherwise breaches any of its representations or warranties, under this Agreement, and such default continues unremedied for a period of thirty days following written notice of such default to the defaulting Party. Any right to terminate arising under this Section 9.2(b) will be stayed if, during the relevant cure period, the Party alleged to have been in default has initiated, and is diligently and in good faith proceeding to cure such default within a commercially reasonable period of time.

(c) Termination for Change of Law. Either Party may terminate this Agreement immediately if, at any time during the Term, there is a change in Laws, including, without limitation, a change to Subsections 804(b) through (h) of FFDCA or any relevant proposal related thereto, with which a Party is required to comply, and, as a result of such compliance, such Party could no longer comply with one or more provisions of this Agreement (each such change, a **"Change of Law"**).

(d) Termination for Changes to Drug Program. Purchaser or Wholesaler may immediately terminate this Agreement in the event: (i) Agency terminates the agreement between Agency and Purchaser outlining the services the Purchaser will provide to the Agency in the implementation, operation and management of the Florida Drug Program, and (ii) any Governmental Authority suspends or cancels any program or Laws permitting the sale, importation or distribution of Products from Canada into the United States of America.

9.3 **Purchaser's Termination Rights**. In addition to Purchaser's right to terminate this Agreement set out in Section 5.4(e):

(a) Purchaser may terminate this Agreement, in whole or in part, at any time, with or without cause, upon at least 60 days' written notice to Wholesaler.

(b) In the event of termination or expiration of any PSA or in event a PSA is terminated or suspended with respect to any Product under a PSA, Purchaser may terminate this Agreement or this Agreement to the extent it applies to the applicable PSA or Product. Should Purchaser terminate this Agreement to the extent it applies to the applicable PSA or Product, the Agreement is not otherwise terminated.

9.4 **Wholesaler's Termination Rights.** After the Initial Term, Wholesaler may terminate the Agreement on 180 days' written notice to Purchaser.

9.5 **Effect of Termination.** Following termination or expiration of this Agreement for any reason:

(a) Neither Party will have any rights in relation to the Confidential Information and intellectual property of the other Party and each Party will return to the other Party all of the other Party's Confidential Information and copies thereof (whatever the format) except for copies that must be retained in order to comply with Laws, which information may be retained, but only for so long as required and subject to the confidentiality obligations set out in Article 12, herein.

(b) Purchaser will have access to any Distributing Records related to Distributing Products under this Agreement.

(c) Purchaser will, within 75 days of the date of termination of this Agreement, pay to Wholesaler any outstanding payments to be made pursuant to this Agreement.

(d) Wholesaler will, within 48 hours of the date of termination of this Agreement, ship all Products held in Facility to Purchaser in accordance with this Agreement (except with respect to Purchaser's requirement to issue a Shipping Order) or destroy Products, at the Purchaser's sole discretion, acting reasonably. Purchaser will pay for reasonable costs of destruction, if destruction is elected, unless the termination was based on Wholesaler's breach in accordance with Section 9.2(b).

(e) Wholesaler's rights and obligations under any PSA are terminated, subject to survival provisions thereunder.

9.6 **Effect of Termination by Purchaser.** Following termination of this Agreement by Purchaser:

(a) Purchaser will pay Wholesaler for all Product purchased by Wholesaler and ordered by Wholesaler from Supplier(s) in accordance with Section 6.2(c), and

(b) [redacted]

9.7 **Surviving Obligations**

All of the Parties' rights and obligations under Article 1, Article 6, Article 8, Article 10, Article 11, Article 12, Article 13, Article 14 and Sections 2.2(b), 2.5, 5.4, 6.2(c), 7.1, 9.5, 9.6 and 9.7.

ARTICLE 10 INDEMNITY

10.1 **Indemnity of Purchaser**

Wholesaler agrees to defend, indemnify and hold harmless Purchaser, its Affiliates, and each of their respective directors, officers and employees (collectively, the "**Purchaser Indemnitees**") from and against any and all Losses incurred or suffered by the Purchaser Indemnitees resulting from a claim by a Third Party to the extent resulting from or arising out of:

(a) any willful or intentional misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by Wholesaler contained in this Agreement or in any document or certificate given by it in order to carry out the transactions contemplated by this Agreement;

(b) any breach or failure to perform or fulfill any covenant or obligation on the part of Wholesaler contained in this Agreement or in any document or certificate given by it in order to carry out the transactions contemplated by this Agreement;

(c) any defect, whether latent or apparent, in Products, caused by Wholesaler in Distributing the Products, but not including any design defect or any manufacturing defect that existed at the time the Product was delivered to Wholesaler;

(d) any actual or alleged damage to property or injury or death occurring to any Person arising out of possession, use or consumption by any Person of Products to the extent that such damage, injury or death was caused by Wholesaler or its breach of this Agreement, but not including any such damage or injury arising out of any design defect or any manufacturing defect that existed at the time the Product was delivered to Wholesaler;

(e) any investigation by a Governmental Authority of such Products as a result of Wholesaler's actions or inactions, or any alleged or actual violation of, or non-compliance with, any Law, but not including any investigation as a result of any design defect or any manufacturing defect that existed at the time the Product was delivered to Wholesaler; and

(f) the gross negligence or other willful misconduct of Wholesaler, its employees, agents, subcontractors and/or Affiliates, including the violation of any Laws in the performance of this Agreement.

10.2 **Indemnity of Wholesaler**

Purchaser agrees to defend, indemnify and hold harmless Wholesaler, its Affiliates and each of their respective directors, officers and employees (collectively, the "**Wholesaler Indemnitees**"), from and against any and all Losses incurred or suffered by the Wholesaler Indemnitees resulting from a claim by a Third Party to the extent to the extent resulting from or arising out of:

(a) any willful or intentional misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by Purchaser contained in this Agreement or in any document or certificate given by it in order to carry out the transactions contemplated by this Agreement;

(b) any breach or failure to perform or fulfill any covenant or obligation on the part of Purchaser contained in this Agreement or in any document or certificate given by it in order to carry out the transactions contemplated by this Agreement;

(c) the gross negligence or other willful misconduct solely of Purchaser, its employees, agents, subcontractors and/or Affiliates, including the violation of any Laws in the performance of this Agreement.

10.3 Limitation of Liability

Except in the case of such Party's gross negligence or willful misconduct, neither Party will be liable to the other, for any indirect, incidental, special, consequential, exemplary or punitive damages, including any loss of profits, revenue or expected savings or loss of information whether it has been advised of the possibility of such damages or losses suffered by either Party however caused and on any theory of liability.

10.4 Notification of Indemnity Claims

In the case of a Claim as to which a Party (the "**Indemnifying Party**") may be obligated to provide indemnification pursuant to this Agreement, such Party seeking indemnification hereunder (the "**Indemnitee**") will notify the Indemnifying Party in writing of the Claim (and specifying in reasonable detail the factual basis for the Claim and, to the extent known, the amount of the Claim) promptly after becoming aware of such Claim; provided, however, that failure to give such notification will not affect the indemnification provided hereunder except to the extent the Indemnifying Party will have been actually prejudiced as a result of such failure.

10.5 Defence of Claim

(a) In the case of a Claim brought by a third party, the Indemnifying Party will have the right, at its expense, to participate in or assume control of the negotiation, settlement and/or defense of the Claim, so long as:

(i) the Indemnitee has at all times the right to fully participate in the defence at its own cost and expense (except the Indemnifying Party must reimburse the Indemnitee for all Losses incurred by the Indemnitee prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Claim);

(ii) the Claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnitee; and

(iii) the Indemnitee determines in good faith that joint representation would not create a material conflict of interest or be materially inappropriate where the Indemnifying Party is also a party to the Claim.

(b) If the Indemnifying Party assumes the defence of a Claim brought by a third party, the Indemnifying Party must:

(i) retain counsel satisfactory to the Indemnitee, acting reasonably;

(ii) actively and diligently proceed with the defence, compromise or settlement of the Claim at its sole cost and expense;

(iii) keep the Indemnitee reasonably advised with respect to the status of the Claim (including providing copies of all relevant documents promptly as they become available and giving access to all records and files relating to the defense of the Claim) and must arrange for its counsel to inform the Indemnitee on a regular

basis of the status of the Claim; and

(iv) not consent to the entry of any judgment or enter into any settlement with respect to the Claim unless consented to in writing by the Indemnitee (which consent may not be unreasonably or arbitrarily withheld or delayed).

(c) The Indemnitee will, at the expense of the Indemnifying Party, cooperate with the Indemnifying Party and use commercially reasonable efforts to make available to the Indemnifying Party all relevant information in its possession or under its control (provided that it does not cause either of them to breach any confidentiality obligations) and will take such other steps as are, in the reasonable opinion of counsel for the Indemnifying Party, necessary to enable the Indemnifying Party to conduct such defence so long as:

(i) no admission of fault may be made by or on behalf of the Indemnitee without the prior written consent of the Indemnitee;

(ii) the Indemnitee receives, as part of any compromise or settlement, a legally binding and enforceable unconditional release, which is in form and substance satisfactory to the Indemnitee, acting reasonably, from any and all obligations or liabilities it may have with respect to the Claim.

(d) If the Indemnifying Party does not assume the defence of a Claim brought by a third party, the Indemnitee has the right to assume the defence, compromise or settlement of the Claim and retain counsel in its sole discretion at the Indemnifying Party's sole cost and expense.

(e) If the Indemnitee assumes the defence of a Claim brought by a third party, any settlement or other final determination of a Claim brought by a third party pursuant to Section 10.5(d) will be binding upon the Indemnifying Party. The Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, cooperate fully with the Indemnitee and use commercially reasonable efforts to make available to the Indemnitee all relevant information in its possession or under its control and take such other steps as are, in the reasonable opinion of counsel for the Indemnitee, necessary to enable the Indemnitee to conduct the defence. The Indemnifying Party will reimburse the Indemnitee promptly and periodically for Losses incurred defending against the Claim, and will remain responsible for any Loss the Indemnitee may suffer resulting from, arising out of, or relating to, the Claim to the fullest extent provided in this Article 10.

ARTICLE 11 INSURANCE

11.1 Coverage

Unless otherwise expressly agreed to by Purchaser in writing, Wholesaler will take out and maintain throughout the Term of this Agreement and for a period of five years after the expiration or termination of this Agreement all such insurance that would be carried by a similar prudent Party under the same circumstances as Wholesaler having regarded to this Agreement, including commercial general liability insurance, with limits of not less than $5,000,000 per occurrence, to a maximum of $5,000,000 including coverage for bodily injury, including death, property damage, products (including any Products

contemplated under this agreement or otherwise sold to Purchaser) and all-Risk Property Insurance, including transit coverage, in an amount equal to full invoice cost. Such policies will include Purchaser as an additional named insured and loss payee and will contain an endorsement requiring 30 days' notice to Purchaser prior to any cancellation, lapse, non-renewal, reduction in the amount of coverage or any material alteration as to affect coverage afforded to Purchaser. No insurance will be cancelled or a Party's status changed (including coverage limits or deductibles) without 30 days written notice from the insurers to the insured Party.

11.2 Evidence of Insurance

Wholesaler will provide, upon execution of this agreement, annually, and on request, evidence of the required insurance in a form reasonably acceptable to Purchaser.

ARTICLE 12 CONFIDENTIALITY

12.1 Confidential Information

Except to the extent expressly authorized by this Agreement or otherwise agreed to in writing, the Purchaser and Wholesaler agree that, until five years after the expiration or termination of this Agreement, each of Purchaser and Wholesaler, upon receiving or learning of any Confidential Information of the other Party, will keep such Confidential Information confidential and otherwise will not disclose or use such Confidential Information for any purpose other than as provided for in this Agreement. The Receiving Party will advise its Affiliates, directors, officers, employees, agents, consultants, lenders, insurers and professional advisors who might have access to the Disclosing Party's Confidential Information of the confidential nature thereof and agrees that its Affiliates, directors, officers, employees, agents and consultants, lenders, insurers and professional advisors will be bound by confidentiality restrictions at least as stringent as the terms of this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to any Affiliate, director, officer, employee, agent, consultant, lender, insurer or professional advisor who does not have a need to know such Confidential Information. The Parties agree that all Confidential Information can be provided to Agency or any Governmental Authority who have the right or obligation to receive such information pursuant to a contractual agreement between such Agency or Governmental Authority and Purchaser.

12.2 Authorized Disclosure

The Receiving Party may disclose a Disclosing Party's Confidential Information to a Receiving Party's Affiliates, directors, officers, employees, agents and consultants, lenders, insurers and professional advisors who need to receive the Confidential Information in order to further the activities contemplated in this Agreement, and who are made aware of the confidential nature of the Confidential Information. The Receiving Party must (i) enforce the terms of this Article 12 as to its respective Affiliates, directors, officers, employees, agents, consultants, lenders, insurers and professional advisors and any other Person to whom it has disclosed Confidential Information in accordance with this Section 12.2; (ii) take such action to the extent reasonably necessary to cause its Affiliates, directors, officers, employees, agents, consultants, lenders, insurers and professional advisors and any other Person to whom it has disclosed Confidential Information in accordance with this Section 12.2 to comply with the terms and conditions of this Article 12; and (iii) be responsible and liable for any breach of the provisions of this Article 12 by it or its Affiliates, directors, officers, employees, agents, consultants, lenders, insurers and professional

advisors and any other Person to whom it has disclosed Confidential Information in accordance with this Section 12.2. Each Party will take commercially reasonable precautions to safeguard the Confidential Information of the other Party. Each Party will also have the right to make disclosures of such portions of the other Party's Confidential Information, to the extent it is required to be disclosed: (i)by Law or judicial order, provided that prior to disclosing any such information the Receiving Party will notify the Disclosing Party thereof, and will co-operate with the Disclosing Party to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of information as is/are the subject of any such required disclosure; (ii)by any Governmental Authority to demonstrate that the sale of Products to Purchaser did not result in a Drug Shortage in Canada, or (iii)by Health Canada or any other Governmental Authorities where such disclosure is necessary for such Party to perform its obligations under this Agreement.

12.3 Return of Confidential Information

Upon termination of this Agreement, the Receiving Party will promptly return all of the Disclosing Party's Confidential Information, including all productions and copies thereof in any medium, except that the Receiving Party may retain a reasonable number of archival copies as may be required by law or its standard procedures.

12.4 Unauthorized Use

If either Party becomes aware or has knowledge of any unauthorized use or disclosure of the other Party's Confidential Information, it will promptly notify the other Party of such unauthorized use or disclosure.

12.5 Exclusive Property

All Confidential Information is the sole and exclusive property of the Disclosing Party and the permitted use thereof by the Receiving Party for purposes of its performance hereunder will not be deemed a right, license or covenant, either express or implied, of the Receiving Party to use any such Confidential Information for any other purpose.

12.6 Injunctive Relief

In the event of a breach or threatened breach of this Article 12 by a Party, the Parties agree that in addition to any remedy at law the non-breaching Party may have for damages, the non-breaching Party will be entitled to temporary and permanent injunctive relief prohibiting any and all use and disclosure of its Confidential Information, and such injunctive relief will not limit any other remedies which the non-breaching Party may have as a result of a breach of the covenants contained herein, and the breaching Party hereby agrees to consent to such injunctive relief.

12.7 Publicity

Each Party, its agents and/or brokers, will not, without the prior written consent of the other Party, not to be unreasonably withheld: (a) use the trademarks, labels or other proprietary designations of the other Party, its parent company or Affiliates in any form or manner or in any advertising or other materials that will be made available or provided to third Parties or the public; (b) discuss with, or reveal to, third Parties any aspect of this Agreement, except for the sole purpose of review by the Party's designated legal counsel and advisors; or (c) issue any news release, advertisement, or public communication in which the other Party, its parent company, or Affiliates, or their activities or relationship with the Party are mentioned. If

the issuance of a news release is required to comply with applicable securities laws, the Parties covenant and agree to use commercially reasonable efforts to agree upon the form, content, and timing of such news release prior to its issuance, each Party acting reasonably.

ARTICLE 13 DISPUTE RESOLUTION

13.1 Arbitration Procedures

(a) All disputes, controversies or claims arising out of, relating to, or in respect of this Agreement, including any issue regarding its existence, validity, enforceability, interpretation, breach or termination (each a "**Dispute**") will be resolved in accordance with the terms of this Agreement.

(b) Except for Section 4.2(c) which will be governed by the provisions of that Section, any Dispute that Parties are unable to amicably resolve or settle between themselves through negotiations between the Parties within 15 Business Days (or such longer period as the Parties may mutually agree to in writing) of a Party being provided Notice of such Dispute or difference in accordance with Section 14.2 of this Agreement (the "**Consultation Period**") will be referred to and finally determined by final and binding arbitration. The arbitration will be confidential and will be conducted by one independent and impartial arbitrator selected in accordance with the terms of this Agreement (the "**Arbitrator**").

(c) The arbitration will be governed by the *International Commercial Arbitration Act* (Ontario) to the extent that such rules do not conflict with the terms of this Article 13.

(d) The arbitration will be seated in the City of Toronto and the arbitration agreement in this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. The language of the arbitration will be English.

(e) Within 30 days of the expiry of the Consultation Period, the Parties agree to jointly select the Arbitrator who will be trained in the laws of Ontario. The Arbitrator will be impartial and independent of the Parties and will be experienced and knowledgeable about the subject matter of the Dispute (generally and not as to the express facts concerning the Dispute). If the Parties are unable to agree upon the Arbitrator, either Party may apply to elect an Arbitrator in accordance with the provisions of the *International Commercial Arbitration Act* (Ontario).

(f) It is specifically acknowledged and confirmed that any Dispute that cannot be resolved between the Parties prior the expiry of the Consultation Period will be submitted to arbitration irrespective of the magnitude thereof or the amount in question.

(g) The Arbitrator will have jurisdiction: (i) to apply all Laws, common law and equity (including without limitation the scope of the agreement to arbitrate, any statute of limitations, conflict of laws rules, tort claims and interest claims); and (ii) to make an award or awards in respect of interest and the payment of the costs of the arbitration (including arbitrators' fees and the legal costs of the Parties). The Arbitrator also may, where requested by a Party, determine the nature and extent of production of documents and oral depositions.

(h) The award of the Arbitrator will be reduced to writing and be final and binding on the Parties and not subject to any appeal (a "**Final Determination**"). Any monetary award will be made and payable, free of any Taxes or other deduction, and will bear interest from the date of any breach or other violation of this Agreement to the date on which the award is paid, at a rate determined by the Arbitrator.

(i) Judgment upon the award(s) rendered by the Arbitrator may be entered and execution had in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and order of enforcement.

(j) Each Party will bear its own expenses of preparing for and participating in connection with the arbitration, including legal fees but the Party against whom judgment is rendered will bear all legal fees of the Arbitrator.

(k) By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies in aid of arbitration as may be available under the jurisdiction of a legal court, the Arbitrator will have full authority to grant provisional remedies, statutory remedies and to award damages for the failure of the Parties to respect the Arbitrator's orders to that effect.

(l) The arbitrator shall not have the authority to grant damages to any Party hereto that are disclaimed or limited (to the extent of such limitation) under the terms of this Agreement.

(m) The Parties acknowledge that the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "**New York Convention**") applies to this Agreement and to any arbitral award or order resulting from any arbitration concluded hereunder. The award may be made a judgment of a court of competent jurisdiction.

Nothing in this Agreement will restrict or prohibit a Party from commencing arbitration at any time, including prior the expiry of a Consultation Period, in order to protect its rights under this Agreement or in relation to a dispute or disagreement.

13.2 Continued Performance

Except where reasonably prevented by the nature of the Dispute, the Parties will continue to perform their respective duties, obligations and responsibilities under this Agreement while the Dispute is being resolved in accordance with this Article 13, unless and until such obligations are lawfully terminated or expire in accordance with the provisions thereof.

13.3 Proceedings Confidential

All dispute resolution and arbitration proceedings (including all related information, communications, documents, materials, and evidence) will be strictly confidential, and each Party will have a fiduciary obligation to the other Party to protect, preserve and maintain the integrity of such confidentiality.

ARTICLE 14 GENERAL

14.1 Force Majeure

Each Party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by a Force Majeure Event and the non-performing Party promptly provides written notice to the other Party of such inability and of the period for which such inability is expected to continue. Such excused performance will be continued so long as the condition constituting a Force Majeure Event.

14.2 Notice

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") will be in writing and will be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by electronic means (with confirmation of receipt):

(a)

(b)

Any Notice delivered or transmitted to a Party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the case of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day.

Either Party may, from time to time, change its address or contact information by giving Notice to the other Party in accordance with the provisions of this Section.

14.3 Jurisdiction

This Agreement is governed by and will be construed in accordance with the local domestic laws of the Province of Ontario and the federal laws of Canada applicable therein and will be treated in all respects as an Ontario contract.

14.4 Successors and Assigns

Neither Party may assign its rights under this Agreement without the consent of the other Party. This Agreement will enure to the benefit of, and be binding upon, the permitted successors and the assigns of the Parties.

14.5 Further Assurances

The Parties agree to sign and deliver such further documents and do such other things as are reasonably necessary to fulfill the terms of this Agreement and to comply with applicable Laws.

14.6 Waiver

The waiver by Purchaser of strict compliance with, or performance of any of, the terms and conditions hereof or of any breach hereof on the part of Wholesaler, will not be deemed to be a waiver of any subsequent failure to comply strictly with, or perform, the same or any other term or condition of this Agreement or of any breach thereof.

14.7 Amendment

Any amendment to this Agreement will not be effective unless made in writing and signed by the Parties against whom enforcement is sought.

14.8 Time is of the Essence

Time is of the essence under this Agreement.

14.9 Language

The Parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only. *Les Parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.*

14.10 Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer upon any Person, other than the Parties and, as applicable, their respective successors, permitted assigns, heirs, administrators and legal representatives, any rights, remedies, obligations or liabilities under or by reason of this Agreement. The consent of an Indemnified Party is not required for any amendment or waiver of, or other modification to, this Agreement, including any rights of indemnification to which such Person may be entitled.

14.11 Expenses

Except as otherwise expressly provided in this Agreement, each Party will be responsible for all costs and expenses it incurs (including the fees and disbursements of its legal counsel, investment advisers, brokers, accountants and other professional advisers) in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, and the transactions contemplated by them, whether or not the transactions contemplated by this Agreement are consummated.

14.12 No Partnership

Nothing in this Agreement, express or implied, will create, and will not be deemed to create, any partnership, fiduciary relationship or duty between the Parties nor constitute any Party the agent or legal representative of any other Party.

14.13 Entire Agreement

This Agreement, the schedules hereto and any other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties and set out all of the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions whether oral or written, pre-contractual or otherwise, including, without limitation the Term Sheet and Confidentiality Agreement. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

14.14 Counterparts

This Agreement may be signed in one or more counterparts; each signed page to be deemed an original and all of which when taken together will constitute the same agreement. Both Parties agree that the receipt of a facsimile signature in the space provided below will represent final execution and acceptance of the terms and conditions contained in this Agreement. Any copies of this Agreement made by reliable means (e.g. photocopy or facsimile) will be considered an original.

[*signature page follows*]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the Effective Date.

METHAPHARM INC.

By: _____

Name: Craig Baxter

Title: CEO & President

I have authority to bind the corporation.

LIFE SCIENCE LOGISTICS, LLC

By: _____

Name: Richard Beeny

Title: Chief Executive Officer

I have authority to bind the corporation.

SCHEDULE "A"

RELEVANT PROVISIONS OF PRODUCT SUPPLY AGREEMENT

Purchaser and Wholesaler will work together to enter into Product Supply Agreements, each of which will include the following provisions:

(a) [redacted]

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o) [redacted]

(p)

(q)

(r)

(s)

(t)

(u)

(v)

(w)

(x)

SCHEDULE "B"

PRODUCTS

NO CONTROLLED / SCHEDULED DRUGS

ARE TO BE INCLUDED IN THIS AGREEMENT

COLD CHAIN OR COMPLEX STORAGE PRODUCTS

MAY REQUIRE ADDITIONAL CHARGES TO LSL

- **PRODUCTS AND PRICES - $US**
- **POSSIBLE VOLUME OR VALUE TIERS?**
- **DINS/ANDAS**

SCHEDULE "C"

WHOLESALER SERVICES

Purchase of Products from Supplier

- Wholesaler will:
  - [redacted]

Receiving

- [redacted]

Warehousing

- Maintain Standard Operating Procedures (**SOPs**) appropriate for a pharmaceutical distribution center operating environment.
- Comply with storage, handling and shipping conditions required by Purchaser and applicable laws.

Inventory Management

- [redacted]
- Ensure that WMS meets all legal and regulatory requirements for lot traceability and accountability.

Distribution

- Ship Products promptly to Purchaser Facility in accordance with the requirements specified in Shipping Orders.
- Ensure that Wholesaler's inventory system complies with First-to-Expire, First-Out ("FEFO") inventory allocation.

Transportation

- Work with Purchaser to arrange the commercial carrier(s) based on shipment size, destination, freight rates, availability of standard and special services, reliability of delivery, and claim history among other requirements.
- At the request of Purchaser, provide proof of delivery for specific shipments.

Returns

Process returns to manufacturer in the event the wrong product or wrong amount has been shipped.

Recalls

- Cooperate fully in any recalls that occur.

Regulatory Licensing

- Maintain an active Drug Establishment License to wholesale drugs issued by Health Canada.
- Be registered as required by applicable laws with the provincial regulatory authorities to distribute HPFB-approved drugs.
- Be registered with the FDA as a Foreign Seller under section 804 of the *Federal Food, Drug, and Cosmetic Act*.

Performance Tracking

Relationship Management

- Appoint a Designated Representative.