

MEDAKI PHARMA INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“**the Agreement**”)

BETWEEN:

MedaKi Pharma Inc. (hereinafter referred to as the "Supplier"), a corporation duly incorporated pursuant to the Business Corporations Act, R.S.O. 1990, c. B.16;

AND

The entity or person accessing or using the services provided by MedaKi Pharma Inc. (hereinafter referred to as the "Client").

WHEREAS, MedaKi Pharma Inc. provides a platform to better connect individuals to local pharmacies and their healthcare products;

AND WHEREAS, the Client wishes to use the services of MedaKi Pharma Inc.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by MedaKi Pharma Inc. and the Client (individually a “Party” and collectively the “Parties”) the Parties agree and covenant as follows:

1. DEFINITIONS

The following terms when used in this Agreement have the following meanings hereby assigned to them:

“**Application**” means a program or piece of software designed and written to fulfill a particular purpose of the user. The application referred to in this service agreement is referred to as “MedaKi”.

“**Business Day**” means any day other than a Saturday, Sunday or a statutory holiday recognized by the province of Ontario.

“**Calendar Day**” means any day shown on the calendar including Saturdays, Sundays and statutory holidays recognized by the province of Ontario.

“**Confidential Information**” means the terms of this Agreement and any information that is not public knowledge and that is obtained from the other Party in the course of, or in connection with, this Agreement. Intellectual property owned by the Supplier (or its licensors), is the Supplier’s Confidential Information. The Data is the Client’s Confidential Information.

“**Data**” means all data, content and information owned, held, used or created by or on behalf of the Client that is stored using, or inputted into, the Application.

“**Force Majeure**” means an event that is beyond the reasonable control of a Party, excluding:

1. An event to the extent that it could have been avoided by a Party taking reasonable steps or reasonable care; or
2. A lack of funds for any reason.

"Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitations, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software and the Underlying Systems (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

"Intellectual Property Rights" means (a) any and all proprietary rights anywhere in the world provided under (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principle applicable to this Agreement which may provide a right in either:(A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

"Reactivate" means enabling access to a Client's account that was previously Suspended.

"Suspend" means to disable access to the Client's account for a temporary period.

"Underlying Systems" means the Supplier's software, IT solutions, systems and networks (including software and hardware) used to provide the Application, including any third-party solutions, systems and networks.

"Written Notice" means notice provided through email in writing to the email addresses outlined below in Section 1.2(e).

"Year" means a 12-month period starting on the Effective Date or the anniversary of that date.

2. INTERPRETATION

In this Agreement:

2.1 Sections and other headings are for ease of reference only and do not affect the interpretation of this Agreement;

2.2 Words in the singular include the plural and vice versa;

2.3 A reference to:

- a. a Party includes that Party's permitted assigns;
- b. personnel includes officers, employees, contractors and agents, but a reference to the Client's personnel does not include the Supplier;
- c. a person includes an individual, a corporate body, an association of persons(whether corporate or not), a trust, a government department, or any other entity;
- d. including and similar words do not imply any limit; and
- e. a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;

2.4 No term of this Agreement is to be construed against a Party because the term was first proposed or drafted by that Party.

- 2.5 Any notice required to take place between the parties will take place in writing over email where The Supplier's email address is:
- a. Supplier: team@medaki.ca

3. TERM

This Agreement is effective as of the Effective Date and will extend until the completion of the Parties' obligations herein and as further specified in **Section 4** or until one party provides notice of cancellation (the "**Term**").

4. OBLIGATIONS OF THE PARTIES

4.1 MedaKi shall:

- a. Provide day-to-day support and help resolve issues to the best of our ability.
- b. Delete Client data upon request with reasonable notice

4.2 The Client shall:

- a. The Client agrees to comply with all applicable laws, regulations, and ordinances relating to these terms. The Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.
- b. The Client shall be obliged to inform its Authorized Users before the beginning of the use of the Software about the rights and obligations set forth in these Terms. The Customer will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Client's control.
- c. The Client shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.
- d. Before entering its data and information, the Client shall be obliged to check the same for viruses or other harmful components. In addition, the Client itself shall be responsible for the entry and maintenance of its data.
- e. Service Provider has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Service Provider reasonably believes that the Application is being used in violation of these terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Client prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Service Provider's servers may be unavailable to the Client during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Client at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable

judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its customers.

5. FEES AND PAYMENT

5.1 FEES

- a. The fee for the Service is a \$1 fee on the transmitted prescriptions fulfilled by the Client. The Client agrees to pay the Fee and applicable taxes in accordance with this Agreement.
- b. The fee for the Service is 6% on all non-prescription orders fulfilled by the Client. The Client agrees to pay the Fee and applicable taxes in accordance with this Agreement.
- c. MedaKi Pharma Inc. uses a third-party payment provider named "Stripe". Stripe charges 2.9% and \$0.30 per transaction. This fee will be paid by the client on orders that are unrelated to non-prescription orders.
- d. Where any rights are granted by MedaKi Pharma Inc. to Client before full payment is made, MedaKi Pharma Inc. may rescind such rights if the Client fails to make timely payment.
- e. MedaKi Pharma Inc.'s invoice will serve as the Client's receipt for work performed and services rendered.

5.2 PAYMENT

Payment will be due and payable on the first Business Day of every month for Services to be provided in the month. The Supplier will automatically charge the Client on the provided credit card on the first Business Day of every month during the Term of the Agreement.

5.3 OVERDUE AMOUNTS

- a. Where for any reason, the Supplier does not receive payment on the first Business Day of the month, a Written Notice will be sent to the Client requesting the Client to make the payment within five (5) Business Days of receiving the Written Notice. In the event that payment is not received after five (5) Business Days, the Supplier will Suspend the Client's account. The account will only be Reactivated once the Fee is paid.
- b. All of the Client's postings prior to the Suspension will be retained for a period of one (1) month to be reposted if the account is Reactivated after Suspension.
- c. The Supplier shall have the right, in addition to any other rights or remedies available to it, to charge, and the Client shall pay, interest on such overdue amounts at the rate of [2.5%] per month calculated daily, compounded monthly ([2.5%] per annum) both before and after any court judgment in respect of the same from the date such payment was due.

5.4 FEE INCREASES

- a. The Supplier may increase the Fees once each Year after the first Year by providing the Client with at least twenty (20) Business Days Written Notice.
- b. If the Client does not wish to pay the increased Fees, it may terminate this Agreement upon no less than ten (10) Business Days Written Notice, provided the Written Notice is received by the Supplier before the effective date of the Fee increase. If the Client does not send a Written Notice within the prescribed period, the increased Fees are deemed to have been accepted.

6. TERM, TERMINATION, CANCELLATION AND SUSPENSION

6.1 NO FAULT TERMINATION

- a. Either Party may terminate this Agreement upon no less than ten (10) Business Days prior to Written Notice to the other Party.
- b. If Written Notice is not given by the Client ten (10) Business Days prior to the beginning of the next month, the Client will still be responsible for paying the entire Fee for the subsequent month.
- c. If Written Notice is not given by the Supplier ten (10) Business Days prior to the beginning of the next month, the Client will only be responsible for paying the pro rata portion of the Fee paid based on the number of Calendar Days of the month which the Application was available for the Client's use.

6.2 CLIENT FAULT TERMINATION

- a. In the event that any of the following events occur, the Supplier will have the right to immediately suspend the Client's account if the Client breaches any material provision of this Agreement.
- b. The Supplier will immediately send a Written Notice to the Client setting out the reason(s) for the Suspension. Upon Suspension, the Supplier will retain all of the Client's postings to be reposted if the account is Reactivated.
- c. The Client will be given ten (10) Business Days to remedy the situation by coming into compliance with the applicable section of the Agreement at which point the account will be Reactivated. If this does not occur, the Supplier will have the right to immediately terminate the Agreement without refund of funds paid.
- d. Where the Supplier receives more than five (5) independent third-party complaints regarding the Client, a Written Notice will be issued to the Client. If further complaints are received following this Written Notice, the Supplier will have the right to immediately terminate the Agreement without refund of funds paid.

- e. If the Client becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason this Agreement will be terminated without refund of funds paid.

6.3 SUPPLIER FAULT TERMINATION

- a. In the event that the Application ceases to exist, is permanently shut down or changes such that the Client can no longer take advantage of the Services, the Client will have the right to terminate this Agreement and receive a refund of the pro rata portion of the Fee paid based on the number of Calendar Days of the month which the Application was unavailable for the Client's use.
 - i. In the event that the Application is only temporarily, but not permanently down, the Client will have the right to a pro-rata refund of the Fee based on unavailability. This will only apply if the Application is down for more than twenty-four (24) hours in a single month. The pro-rata refund will be available for every twenty-four (24) hours thereafter.
- b. If the Supplier breaches any material provision of this Agreement, the Client must send a Written Notice to the Supplier of an intention to terminate the Agreement and its reasons. If the Supplier does not rectify the situation to come into compliance with the provision of the Agreement within ten (10) Business Days the Client will have the right to immediately terminate the Agreement and receive a refund of a pro-rata portion of the Fee paid for the part of the month falling after the date of termination.

6.4 TERMINATION FOR CONVENIENCE

The Supplier will have the right to terminate this Agreement at any time and for any reason upon giving the Client twenty-five (25) Business Days prior Written Notice. If the Supplier does terminate the Agreement, the Client will be entitled to a refund for fees paid for the term of service not actually provided.

6.5 CONSEQUENCES OF TERMINATION

- a. Upon termination of this Agreement, the Client must pay all Fee for Services provided prior to that termination and immediately cease use of the Services.
- b. Except to the extent that a Party has ongoing rights to use Confidential Information, as explicitly set out in this Agreement, at the other Party's request following termination of this Agreement, a Party must promptly return or destroy all Confidential Information of the other Party that is in the first Party's possession or control.
- c. At any time prior to one (1) month after the date of termination, the Client may request:
 - i. a copy of any active postings that the Client had on the Application at the time of termination; and/or

ii. deletion of the Data stored using the Service, in which case the Supplier must use reasonable efforts to promptly delete that Data.

d. To avoid doubt, the Supplier is not required to comply with Section 5.4(c)(1) if the Client previously requested deletion of the Data.

7. PERMITTED DISCLOSURE

The obligation of confidentiality in Section 7.1 does not apply to any disclosure or use of Confidential Information:

- a. for the purpose of performing this Agreement or exercising a Party's rights under this Agreement;
- b. required by law;
- c. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d. which was rightfully received by a Party to this Agreement from a third party without restriction and without breach of any obligation of confidentiality;
- e. by the Supplier, if required as part of a bona fide sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than Section

8. CONFIDENTIALITY

8.1 SECURITY

Each Party must unless it has the prior written consent of the other Party:

- a. keep confidential at all times the Confidential Information of the other Party;
- b. effect and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorized access or use; and
- c. disclose the other Party's Confidential Information to its personnel or professional advisors on a need-to-know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other Party's Confidential Information is aware of, and complies with, the provisions of Section 7.

8.2 PERMITTED DISCLOSURE

The obligation of confidentiality in Section 7.1 does not apply to any disclosure or use of Confidential Information:

- a. for the purpose of performing this Agreement or exercising a Party's rights under this Agreement;

- b. required by law;
- c. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d. which was rightfully received by a Party to this Agreement from a third party without restriction and without breach of any obligation of confidentiality; or
- e. by the Supplier, if required as part of a bona fide sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than Section

9. WARRANTIES

9.1 MUTUAL WARRANTIES

Each Party warrants that it has full power and authority to enter into and perform its obligations under this Agreement which, when signed, will constitute binding obligations on the warranting Party.

9.2 NO IMPLIED WARRANTIES

To the maximum extent permitted by law:

- a. The Supplier's warranties are limited to those set out in this Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded.
- b. the Supplier makes no representation concerning the quality of the Services and does not promise that the Services will:
 - i. meet the Client's requirements or be suitable for a particular purpose, including the use of the Services;
 - ii. Will fulfil or meet any statutory role or responsibility of the Client;
 - iii. that the client will receive a certain number of volunteers, donations, event participants or views on their posts; or
 - iv. be secure, free of viruses or other harmful code, uninterrupted or error-free.

9.3 LIMITED REMEDIES

- a. Where legislation or rule of law implies into this Agreement, a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included

in this Agreement. However, the liability of the Supplier for any breach of that condition or warranty is limited, at the Supplier's option, to:

- i. supplying the Service again; and/ or
- ii. refunding the Client's payment for the Service.

10. LIMITATION OF LIABILITY

- a. IN ALL CIRCUMSTANCES TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF MEDAKI PHARMA INC., ITS EMPLOYEES, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, TO THE CLIENT FOR DAMAGES ARISING IN ANY WAY FROM THIS AGREEMENT FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEE(S) PAID BY THE CLIENT TO MEDAKI PHARMA INC. FOR SERVICES UNDER THIS AGREEMENT.
- b. Without limiting the generality of the foregoing, this limitation of liability will also apply in the event that any Image(s) are lost or damaged through equipment or technical malfunction, or otherwise, outside of any fault of MedaKi Pharma Inc., its employees, subcontractors, agents, representatives, successors and assigns.
- c. The Client is aware that optical, magnetic, electronic, and any other, media for storing digital data are inherently unstable. The Client hereby releases MedaKi Pharma Inc., its employees, subcontractors, agents, representatives, successors and assigns, from any liability for any claims, damages, or costs arising from any media supplied by MedaKi Pharma Inc. becoming unusable.

11. MITIGATION

Each Party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other Party under or in connection with this Agreement.

12. GENERAL

- a. **JURISDICTION** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada. The parties will submit all unresolved disputes arising out of or in connection to this Agreement to the exclusive jurisdiction of the Courts of Ontario, situated in Kingston, Ontario.
- b. **NOTICES** – all written Notices shall be sent to the parties by email where The Supplier's email address is:
SUPPLIER: team@medaki.ca
- c. **BINDING AGREEMENT** - This Agreement shall survive to the benefit of and be binding on the respective successors and permitted assigns of each of the Parties.
- d. **WAIVER** - No express or implied waiver by either Party of any provision of this Agreement or of any breach or default of the other shall be a continuing waiver or be effective unless in writing.
- e. **SEVERABILITY** - Nothing contained in this Agreement is intended to be contrary to any law and this Agreement shall be interpreted to amend any such contradiction to the extent necessary to remove such conflict.

- f. **ASSIGNABILITY** - The rights granted under this Agreement to the Client are personal to the Client and may not be assigned by any act of the Client or by operation of law without the consent of MedaKi Pharma Inc. which shall not be unreasonably withheld.
- g. **NO PARTNERSHIP** - This is a contract for service and nothing in this Agreement should be interpreted so as to construe that the Parties are partners or have entered into a partnership or joint venture.
- h. **CURRENCY** - Except as otherwise provided, all monetary amounts referred to in this Agreement are in Canadian dollars.
- i. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, which together shall constitute the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart.
- j. **INDEPENDENT LEGAL ADVICE** - Each Party acknowledges that it has been advised of its right to obtain independent legal advice and that it has either obtained such advice or that it hereby waives any objections or claims it may make resulting from any failure on its part to obtain such advice.
- k. **ENTIRE AGREEMENT** - This written Agreement and all attached schedules encompass the entire understanding between the Parties with respect to its subject matter and may not be amended unless in writing signed by both Parties.
- l. **FURTHER ASSURANCES** - The Parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further acts and agree to execute or cause to be executed all further instruments as may be required to effect the intent and purpose of this Agreement.
- m. **FORCE MAJEURE**- Neither Party is liable to the other for any failure to perform its obligations under this Agreement to the extent caused by Force Majeure, provided that the affected Party: i. immediately notifies the other Party and provides full information about the Force Majeure; ii. uses best efforts to overcome the Force Majeure; and iii. continues to perform its obligations to the extent practicable
- n. **RIGHTS OF THIRD PARTIES** - No person other than the Supplier and the Client has any right to a benefit under, or to enforce this agreement.

The receipt and sufficiency of which is hereby acknowledged by MedaKi Pharma Inc. and the Client.