



## AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT (“Agreement”) is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the below identified AFFILIATE (“Affiliate”) based at \_\_\_\_\_ and CANDOVER PHARMACY LLP (CP) based at 14 Weir House, 50 Riverside Way, Uxbridge UB8 2YF, UK.

WHEREAS Affiliate is an independent contractor seeking registration for the CP Affiliate Program.

WHEREAS CP is an online facilitator providing services to customers enabling them to receive non controlled prescription medicine.

WHEREAS CP provides a dynamic, secure web site order platform, and back office system called eCadence, which connects customers to both licensed physicians and to pharmacies;

WHEREAS CP operates only as an organization to refer a customer’s specific request for medical treatment to a specific physician;

NOW, THEREFORE, in consideration of the benefits to be received by each, the parties agree as follows:

1. Term. The term and conditions specified in this agreement are considered in effect upon CP’s acceptance and approval of your Affiliate application, upon such acceptance you will be notified by email. This agreement may be terminated by either party, at any time, and for any reason, upon written notice to the other party.

2. Independent Contractor. The relationship created by this Agreement is contractual with Affiliate acting as an independent contractor. Affiliate has advised, or shall advise, its employees that none of its employees is an employee of CP.

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Neither Affiliate nor any of its employees is entitled to any benefits provided or rights guaranteed by CP, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium or "overtime" pay or any other benefits, rights or privileges. Since Affiliate is an independent contractor, CP will make no deductions from compensation paid to Affiliate for any taxes. Instead it shall be Affiliate's responsibility to provide workers compensation, to pay any premium or "overtime" rate, to withhold income tax or other payments related to such employees and to provide CP with suitable evidence: of same when required.

3. Non-Exclusivity. The relationship specified in this Agreement is non-exclusive for both parties. Therefore the Affiliate shall be entitled to pursue other marketing opportunities and provide links to sites of other companies through their own site, provided that any web sites, links, graphics, text and html, in whole or in part, obtained through Affiliate's relationship with CP shall be used only for promoting CP's Affiliate Program. Likewise CP shall be permitted to contract with other Affiliates.

4. Commission Payments. The Affiliate shall be paid a commission of 70% of the difference between (a) the Minimum Price ("Minimum Price") and (b) the default recommended retail price of the product ("Recommended Retail Price"), as both listed in the Affiliate formulary at [www.candoverpharmacy.co.uk](http://www.candoverpharmacy.co.uk) or [www.candoverpharmacy.com](http://www.candoverpharmacy.com), depending on which markets(s) the Affiliate is operating from. The Affiliate may sell the product at a price different than the Recommended Retail Price (Actual Sale Price), provided that such Actual Sale Price is not less than the Minimum Price. In such an instance the commission shall be 70% of the difference between the Minimum Price and the Actual Sale Price. CP reserves the exclusive right to change the commission rates at any time, in its sole discretion, upon sixty (60) days written notice to the Affiliate. Commissions may be made by bank transfer and/or by cheque and shall be made within five (5) days of the close of the bi-monthly accounting period, being the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the last day of the month, respectively. The Affiliate is only eligible to earn commissions on sales occurring during the term of this Agreement. Affiliate agrees that it is its responsibility to maintain in CP's back office system accurate and up to date records of Affiliate's banking and/or payment information.

5. Brokerage of Web Sites. Affiliate agrees not to broker a web site, or template, without the express written permission of CP. Affiliate agrees that in this context brokering a site or template is defined as reselling a web site or web site template linked to the CP Affiliate Program for a monetary or other consideration where such sales or provision forms a part of the ordinary course of your business. In the event that Affiliate breaches this provision then Affiliate's account shall be terminated immediately and any and all commissions will be forfeited.

6. Retention of Copyright. Affiliate agrees that CP retains all rights, including Copyright, over all material, code, images, data and information, in any format whatsoever, transferred to the Affiliate as part of its participation in the Affiliate Program, and that should Affiliate's participation in the Affiliate Program be terminated the Affiliate shall either return to CP or destroy all such Material.

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7. Unsolicited Emails. Any form of unsolicited emails (a/k/a “SPAM”) used in connection with the marketing of CP’s Affiliate Program will result in Affiliate’s account being terminated immediately, and any and all commissions will be forfeited. Affiliate agrees that it is aware that CP has a zero tolerance policy on SPAM, and SPAM complaints CP receives are taken seriously. Affiliate therefore agrees not to engage in any form of SPAM to market CP’s Affiliate Program.

8. Indemnity. Affiliate shall defend, indemnify, and hold CP, its directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (a) any breach by Affiliate of any warranty, representation, or agreement contained in this Agreement, (b) the performance of Affiliate’s duties and obligations under this Agreement, (c) Affiliate’s negligence or (d) any injury caused directly or indirectly by Affiliate’s negligent or intentional acts or omissions, or the unauthorized use of CP’s content or this Affiliate Program.

9. Warranties and Disclaimers. Except as set forth in this agreement, CP makes no warranties of any kind to any person with respect to this Affiliate Program, this includes the Affiliate Program availability or lack thereof, or any data or materials supplied thereby, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose or non-infringement. Furthermore, CP makes no representation that the operation of any of CP’s computer systems will be uninterrupted, or error-free, and will not be liable for the consequences of any interruptions or errors, therefore Affiliate accepts that CP’s computer systems, products, and services are provided on an "AS IS" basis.

10. Good Faith. Affiliate agrees that it will not knowingly benefit from known or suspected traffic not generated using accepted marketing practices. This obligation remains regardless whether or not it causes CP or the Affiliate Program harm. Affiliate agrees that should fraudulent activity arise, which includes but is not limited to false traffic, or clicks, and false or fraudulent sales, CP retains the right to refuse payment of commission in such circumstances, and/or to retract any commission already paid. CP’s decision in this regard will be final and within its sole discretion.

11. Limitation and Exclusion of Liability. CP, its officers, shareholders, members, agents and employees shall not be liable to Affiliate, or any other third party, and shall be held harmless for any loss, cost, damage or expense incurred in connection with the promotion, marketing and advertising of CP’s products and services. In no event shall CP be liable for any indirect, incidental, consequential, special or exemplary damages, including without limitation, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not CP had been advised of the possibility thereof. CP’s maximum aggregate liability shall not exceed the total outstanding commission fees payable to Affiliate under this Agreement.

12. Confidentiality. For a period of five (5) years following the date of its disclosure by CP to Affiliate, the Affiliate shall not (1) disclose any Confidential Information to third parties. except to Affiliate's employees as provided below or (2) use or allow to

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be used any Confidential Information or Confidential Materials for the benefit of any other person or entity, other than the CP employees. However, Affiliate may disclose Confidential Information or Confidential Materials in accordance with judicial or other governmental order, provided Affiliate shall give CP reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. Affiliate shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information and Confidential Materials. Affiliate may disclose Confidential Information or Confidential Material only to Affiliate's employees or consultants on a need-to-know basis. Affiliate will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Affiliate's business relationship with CP, and only as otherwise provided hereunder. Affiliate agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling. Affiliate may not reverse engineer, decompile or disassemble any software disclosed to Affiliate.

"Confidential Information" means non-public information that either (1) CP designates as being confidential or (2) which, under the circumstances surrounding disclosure, would reasonably be perceived by the Affiliate, as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased CP products or services; the current or future promotion, sponsorship, advertising, distribution or other marketing activities of any CP product; CP's business policies or practices and information received from others that CP is obligated to treat as confidential. Confidential Information disclosed to Affiliate by any CP Subsidiary and/or agents are covered by this Agreement. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Affiliate's breach of any obligation owed CP; (ii) became known to Affiliate prior to CP's disclosure of such information to Affiliate; (iii) became known to Affiliate from a source other than CP other than by the breach of an obligation of confidentiality owed to CP; or (iv) is independently developed by Affiliate. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable. Affiliate shall notify CP immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Affiliate, and will cooperate with CP in every reasonable way to help CP regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use. Affiliate shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at CP's request, or at CP's option, certify destruction of the same. Affiliate acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that CP shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. CP may visit Affiliate's premises, with reasonable prior notice and during normal business hours, to review Affiliate's compliance with the terms of this Agreement.

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All Confidential Information and Confidential Materials are and shall remain the property of CP. By disclosing information to Affiliate, CP does not grant any express or implied right to Affiliate to or under CP patents, copyrights, trademarks, or trade secret information. The parties agree that this paragraph shall survive the termination of this Agreement.

13. Attorneys Fees. In the event that it becomes necessary for CP to employ the services of an attorney to enforce any aspect of this Agreement, whether or not suit is filed, the Affiliate agrees to pay CP's actual attorney's fees and costs. This provision shall not modify or impair in any way CP's other rights and remedies against the Affiliate for the breach by the Affiliate of any provision of this Agreement.

14. Waiver. A waiver by any party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof. All remedies, rights, undertakings, obligations and provisions in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or provision in respect of either party.

15. Severability. Wherever possible, each provision of this instrument shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this instrument shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this instrument, unless the removal or alteration of the invalid or unenforceable provisions will substantially defeat the basic intent, purpose and spirit of this instrument.

16. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between the parties regarding the subject matter hereof and no other representations, warranties or agreement whatsoever have been made which are not contained herein. Any and all agreements previously entered into between the parties regarding the subject matter hereof are hereby terminated, and each of the parties, except as otherwise provided herein, releases and discharges the other from any and all obligations and liabilities heretofore are non-existing under by reason of any such previous agreement(s). This Agreement may be amended only by a writing signed by both of the parties.

17. Governing Law. This Agreement shall be governed and enforced in accordance with the laws of England. Any and all claims and/or actions by either party against the other arising directly or indirectly from this Agreement shall be brought only in courts located in England.

18. Captions. The captions and the sections and subsidiary sections of this Agreement are included for reference purposes only and are not intended to be part of the Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

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19. Definitions. For purposes of clarity, the terms "we", "our" and "us" refer to CP; "you" and "Affiliate" refers to the other party to the contract formed by your acceptance of these Terms and Conditions; "Affiliate Program" refers to your participation in the promotion of our products and services; "Material" refers to promotional matter, this includes but is not limited to banners, web pages and graphics.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

AFFILIATE

CANDOVER PHARMACY LLP

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 9B Candover Street,

\_\_\_\_\_

London W1W 7DN, UK

#### IDENTIFICATION

Attached hereto and made parts hereof are the following forms of identification provided by the Affiliate:

Photo Identification – A copy of the Drivers License and/or Passport of the person signing this Agreement, whether or not the Affiliate is an individual, a corporation, limited liability company or other corporate entity; and

Articles of Incorporation – If the Affiliate is a corporation, limited liability company or other corporate entity provide a copy of the Articles of Incorporation Articles of Organization or other such organizational documents issued by the government in which the entity has been organized.