

These Terms and Conditions of Sale must be executed and on file with Perfero Pharma, Inc. prior to the processing of any order.

SELLER INFORMATION

Seller Name: **Perfero Pharma, Inc.**

Seller Address: **3 Becker Farm Road, Suite 404, Roseland, NJ 07068**

PURCHASER INFORMATION

Pharmacy / Business Legal Name (hereinafter "Purchaser"):

DBA (if applicable):

Federal Tax ID (EIN):

Street Address:

City:

State:

ZIP Code:

1. Parties and Scope

These Terms and Conditions of Sale ("Agreement") govern all sales of products by Perfero Pharma, Inc. ("Perfero" or "Seller"), located at 3 Becker Farm Road, Suite 404, Roseland, NJ 07068, exclusively to licensed pharmacies identified herein ("Purchaser"). By submitting an order through the Perfero customer portal or by accepting delivery of any product, Purchaser agrees to be legally bound by this Agreement. This Agreement supersedes all prior oral or written understandings between the parties relating to the subject matter hereof.

2. Orders and Acceptance

All orders must be submitted through the Perfero customer ordering portal (the "Portal"), which serves as the exclusive and authorized channel for order placement. Orders submitted through any other means, including but not limited to email, facsimile, telephone, or written purchase order, shall not be binding upon Perfero and will not be processed unless Perfero has provided its prior explicit written consent to accept orders through such alternative channel on a case-by-case basis. Submission of an order through the Portal does not constitute a binding contract until accepted by Perfero through shipment of the ordered products or written confirmation of acceptance. Perfero reserves the right to accept, reject, or cancel any order, in whole or in part, at its sole and absolute discretion and without liability to Purchaser. Perfero further reserves the right to impose order quantity limits, minimum order requirements, or product availability restrictions at any time.

3. Perfero Customer Portal: Access, Use, and Security

ACCESS AND CREDENTIALS: Perfero grants Purchaser a limited, non-exclusive, non-transferable license to access and use the Portal solely for Purchaser's internal business purposes, including placing orders, viewing account history, and accessing authorized documents. Purchaser is solely responsible for maintaining the confidentiality of its Portal login credentials and for all activity conducted under its account, regardless of who places an order. All orders submitted under Purchaser's account are binding on Purchaser. Purchaser shall notify Perfero immediately at finance@perfero.com upon discovery of any unauthorized access to or use of its account. Purchaser assumes sole and full financial responsibility for all orders submitted through the Portal under its account credentials, including without limitation orders placed in error, duplicate orders, orders placed by unauthorized personnel, and orders resulting from compromised, stolen, or shared credentials. Once an order has been accepted and processed by Perfero, Purchaser shall have no right to cancel, reverse, or refuse such order, and shall be obligated to accept delivery and remit full payment therefor, subject only to the terms of the then-current Return Goods Policy ("RGP"). Perfero shall have no liability for any loss, cost, or consequence arising from any unauthorized, erroneous, or unintended order placed under Purchaser's account. **ACCEPTABLE USE:** Purchaser shall not share Portal credentials with any third party, other pharmacy entity, or unauthorized personnel. Purchaser shall not scrape, copy, reverse engineer, or exploit the Portal's content, structure, or data for any unauthorized purpose. **INTELLECTUAL PROPERTY AND TRADEMARKS:** All Portal content, including the Perfero name, logo, trademarks, trade dress, product names, pricing data, and proprietary information (collectively, "Perfero IP"), is the exclusive property of Perfero Pharma, Inc. Purchaser acquires no license, right, or ownership interest in any Perfero IP. Purchaser shall not use the Perfero name, trademarks, logos, or trade dress in any marketing, advertising, social media post, or public-facing communication without Perfero's prior written consent. **PORTAL MODIFICATIONS AND SUSPENSION:** Perfero may modify, update, suspend, or discontinue the Portal or any feature thereof at any time, with or without notice, and without liability to Purchaser. Perfero may suspend or terminate Purchaser's Portal access at any time, for any reason or no reason, at Perfero's sole and absolute discretion, including without limitation upon any breach of this Agreement, account delinquency, or licensing deficiency. **CYBERSECURITY AND RISK ALLOCATION:** Perfero will implement such administrative, technical, and physical security measures to protect the Portal and Purchaser account data as Perfero, in its sole discretion, deems appropriate. Perfero does not warrant that the Portal will be uninterrupted, error-free, or immune from unauthorized access, cyberattacks, ransomware, data breaches, or other security incidents. Purchaser acknowledges and accepts the inherent risks of electronic commerce and internet-based ordering systems. Perfero shall not be liable for any loss, damage, data breach, or unauthorized access arising from cyberattacks, force majeure events affecting digital infrastructure, third-party security failures, or Purchaser's own failure to safeguard its credentials or systems.

4. Data Collection, Use, and Privacy

Purchaser acknowledges and agrees that Perfero may collect, store, use, and process data and information arising from or related to Purchaser's use of the Portal and its commercial relationship with Perfero, in such manner and for such purposes as Perfero, in its sole discretion, deems appropriate, including without limitation order fulfillment, account management, compliance, analytics, and business operations. Perfero's data collection and use practices are subject to change at any time in Perfero's sole discretion, and Purchaser's continued use of the Portal following any such change shall constitute Purchaser's unconditional acceptance thereof. Purchaser is solely responsible for the accuracy, completeness, and legality of all data and information submitted through the Portal, and Perfero shall have no liability for any error, omission, or consequence arising from inaccurate or incomplete data submitted by Purchaser. Purchaser shall not submit any protected health information, patient records, or individually identifiable health information through the Portal under any circumstances, and Purchaser assumes all liability for any such unauthorized submission. Perfero shall have no liability to Purchaser arising from Perfero's collection, use, storage, or processing of data in connection with the Portal or this Agreement, except in cases of Perfero's gross negligence or willful misconduct, and any such liability shall in all events be subject to the limitation of liability set forth in Section 17. Direct all data-related inquiries to finance@perfero.com.

5. Pricing and Invoicing

All prices are subject to change by Perfero at any time without prior notice. The price applicable to any order shall be the price in effect at the time of Perfero's acceptance of the order. Invoices are due and payable in accordance with the payment terms established in Purchaser's approved Credit Application. In the event of a pricing dispute, Purchaser must notify Perfero in writing within ten (10) days of the invoice date; failure to do so constitutes Purchaser's unconditional acceptance of the invoiced amount. Notwithstanding any dispute, Purchaser shall pay all invoiced amounts in full when due pending resolution; if a dispute is upheld by Perfero, a credit will be applied to Purchaser's account.

6. Payment Terms and Remedies

Payment terms are as established in Purchaser's approved Credit Application. Notwithstanding any established credit terms, Perfero reserves the right, at its sole and absolute discretion, to require full payment by credit card or cash equivalent prior to shipment of any order at any time, without prior notice and without regard to Purchaser's prior payment history or approved credit limit. In the event Perfero requires payment by credit card, Perfero hereby advises Purchaser, and Purchaser hereby acknowledges, that Perfero utilizes an independent third-party payment processor to process all credit card transactions and that Perfero does not have access to nor does it receive any identifying credit card information. Perfero shall have no liability to Purchaser for errors or omissions made by Perfero's third-party payment processor or the unauthorized leak or dissemination of any Purchaser credit card information. The third-party processor's own terms of service govern the processing of such transactions, and Purchaser agrees to be bound by those terms. All payment processing fees, surcharges, or transaction costs associated with credit card payment shall be the sole responsibility of Purchaser and shall be added to the total amount due. Finance charges of 1.5% per month (or the highest rate permitted by applicable law, whichever is lower) will accrue on all past-due balances from the date payment was due. Perfero reserves the right, at its sole discretion, to suspend or terminate Purchaser's account, withhold shipments, reduce or revoke credit limits, or require prepayment if Purchaser's account becomes delinquent, if Purchaser exceeds its approved credit limit, or if Perfero determines in its sole judgment that Purchaser's financial condition warrants additional security. Purchaser shall reimburse Perfero for all reasonable costs of collection, including attorney's fees and court costs, incurred in connection with any past-due amounts.

7. Final Sale; No Consignment; No Resale Guarantee

All sales of products by Perfero to Purchaser are final sales of title and not consignment arrangements. Title to and ownership of all products pass to Purchaser upon shipment in accordance with Section 8 below. Perfero makes no representation, guarantee, or warranty regarding the resaleability, reimbursability, formulary status, payor coverage, market acceptance, or commercial viability of any product. All risk of product demand, market conditions, payor decisions, and dispensing volume rests solely with Purchaser. Purchaser shall have no right to return product or receive credit solely on the basis of an inability to sell, dispense, or obtain reimbursement for any product, except as expressly permitted under the then-current RGP. No course of dealing, course of performance, or prior practice between the parties shall be construed to create a consignment arrangement or any implied right of return beyond what is expressly set forth herein.

8. Shipping, Title, and Risk of Loss

All products are sold F.O.B. origin from Perfero's designated shipping facility. Title to and risk of loss of products transfer to Purchaser at the time of tender to the carrier. Purchaser is responsible for inspecting all shipments promptly upon receipt. Any shortage or damage must be reported to Perfero's Customer Service Department at (973) 629-0109 within three (3) business days of receipt. Failure to provide timely notice within such period shall constitute Purchaser's unconditional acceptance of the shipment as delivered and shall waive any claim for shortage or damage with respect to such shipment. Processing, handling, and shipping fees are non-refundable under all circumstances.

9. Product Dating and Shelf Life

Perfero makes no representation or warranty as to the minimum remaining shelf life of any product beyond what is stated on the product label at the time of shipment. Purchaser accepts all products with the dating as shipped and acknowledges sole responsibility for managing product inventory, dispensing practices, and expiration date compliance in accordance with applicable law and professional standards. Products shipped with dating in conformance with applicable regulations and Perfero's then-current RGP shall be deemed delivered in conforming condition.

10. Returns and Goods Policy

All product returns are governed exclusively by Perfero Pharma, Inc.'s Return Goods Policy (RGP) in effect at the time of the return request, which is available on the Portal at www.perfero.com and incorporated herein by reference. Purchaser acknowledges having reviewed the RGP and agrees to comply with all terms and conditions set forth therein. Perfero reserves the right to change, amend, or alter the RGP at any time, with or without prior notice, and Purchaser and its products shall thereafter immediately become subject to such amended RGP.

11. No Diversion

Purchaser shall not resell, transfer, redistribute, divert, or otherwise make available any Perfero products to any person or entity for any purpose other than: (a) dispensing to individual patients pursuant to a valid prescription at Purchaser's licensed pharmacy location(s); or (b) lawful over-the-counter sale to individual patients at Purchaser's licensed pharmacy location(s). Any resale, transfer, or redistribution of Perfero products to any other pharmacy, distributor, wholesaler, third-party entity, or any person or entity not presenting as an individual patient at Purchaser's licensed location is strictly prohibited. Any suspected or confirmed diversion must be reported immediately to Perfero at (973) 629-0109. Violation of this section shall constitute a material breach of this Agreement and shall entitle Perfero to immediately suspend or terminate Purchaser's account, seek injunctive relief, and pursue all available legal and equitable remedies without further notice.

12. Product Complaints, Adverse Event Reporting, and Recalls

Purchaser shall promptly report any product complaints, suspected defects, adverse events, or instances of suspect or illegitimate product (as defined under the Drug Supply Chain Security Act) associated with Perfero products to Perfero's dedicated reporting line at 1-973-629-0109. Reports shall be made no later than three (3) business days following Purchaser's knowledge of the event. In the event of a product recall or voluntary market withdrawal initiated by Perfero, Purchaser shall cooperate fully and promptly, including by ceasing dispensing of affected product, quarantining inventory, providing complete dispensing records sufficient to support a consumer-level recall, and complying with all instructions issued by Perfero. In the event of a government-mandated recall or regulatory action, Purchaser's full cooperation is an absolute obligation, not subject to discretion or qualification; failure to cooperate with a government-mandated recall may be reported by Perfero to the applicable regulatory authority. Purchaser shall maintain dispensing records in accordance with applicable law and professional standards at all times to support such activities.

13. Compliance with Laws

Purchaser represents, warrants, and covenants that it shall comply at all times with all applicable federal, state, and local laws, regulations, rules, and guidance governing the purchase, receipt, storage, dispensing, and distribution of pharmaceutical products, including without limitation: the Federal Food, Drug and Cosmetic Act (FDCA); the Drug Supply Chain Security Act (DSCSA), including all serialization, tracing, verification, and interoperable exchange requirements applicable to dispensers as defined thereunder; the Controlled Substances Act (CSA) and all DEA regulations promulgated thereunder; the Prescription Drug Marketing Act (PDMA); applicable state pharmacy practice acts and regulations; the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and associated safe harbor regulations; the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable to Purchaser's dispensing activities; and all other applicable federal and state healthcare fraud and abuse laws. Purchaser represents and warrants that it holds, and shall maintain in good standing, all federal, state, and local licenses, permits, registrations, and accreditations required to purchase, receive, store, and dispense the products ordered, including without limitation a valid State Pharmacy License and DEA Registration where applicable. Purchaser shall notify Perfero immediately in writing upon the suspension, revocation, lapse, or material modification of any such license, permit, or registration. Perfero reserves the right to suspend shipments immediately upon receipt of such notice or upon Perfero's independent knowledge of any licensing or compliance deficiency.

14. Third-Party Audit Assistance

From time to time, Purchaser may request that Perfero provide documentation, records, or other information in connection with audits, inspections, or compliance inquiries initiated by Purchaser's pharmacy benefit managers, third-party payers, accreditation bodies, or other external parties (collectively, "Third-Party Audit Requests"). Perfero may, in its sole discretion, elect to respond to Third-Party Audit Requests and, if it so elects, shall do so in Perfero's ordinary course of business without commitment to any specific timeframe, format, or level of detail. Perfero makes no representation or warranty as to the completeness, accuracy, or fitness for any particular purpose of any information provided or omitted in response thereto, and Perfero's election to respond to any one request shall not obligate Perfero to respond to any future request. Perfero's provision of audit-related documentation shall not constitute an admission, representation, or warranty of any kind. Perfero shall have no liability whatsoever to Purchaser or any third party arising out of or related to any Third-Party Audit Request, the information provided or omitted in response thereto, or any determination, finding, recoupment, penalty, or adverse action resulting from any such audit or inspection, regardless of the nature of the claim or theory of recovery. Purchaser shall indemnify, defend, and hold harmless Perfero and its officers, directors, employees, and agents from and against any and all claims, losses, damages, costs, and expenses (including reasonable attorney's fees) arising from or related to any Third-Party Audit Request or audit outcome.

15. Confidentiality

Purchaser acknowledges that pricing, credit terms, product information, Portal access credentials, and other non-public business information disclosed by Perfero in connection with this Agreement (collectively, "Confidential Information") are proprietary to Perfero. Purchaser agrees not to disclose, reproduce, or use any Confidential Information for any purpose other than conducting business with Perfero, and to take reasonable measures to protect such information from unauthorized disclosure. This obligation shall survive termination of the commercial relationship between the parties.

16. Disclaimer of Warranties

PERFERO SELLS ALL PRODUCTS "AS IS" AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW OR AS STATED ON THE PRODUCT LABELING OR PACKAGE INSERT. PURCHASER ASSUMES ALL RISK ASSOCIATED WITH THE SELECTION, PURCHASE, AND USE OF ANY PRODUCT. NO STATEMENT BY PERFERO OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN.

17. Limitation of Liability

In no event shall Perfero be liable to Purchaser or any third party for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement or the sale or use of any product, even if Perfero has been advised of the possibility of such damages. Perfero's total cumulative liability under this Agreement shall not exceed the purchase price paid by Purchaser for the specific product giving rise to the claim. This limitation applies to all causes of action in the aggregate, including breach of contract, warranty, negligence, and strict liability.

18. Indemnification

Purchaser shall indemnify, defend, and hold harmless Perfero Pharma, Inc. and its officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Purchaser's misuse, improper storage, or improper dispensing of any product; (b) Purchaser's violation of any applicable law, regulation, or licensing requirement; (c) any breach of this Agreement by Purchaser; (d) any diversion of products by Purchaser or Purchaser's agents or employees; (e) any Third-Party Audit Request or audit outcome as set forth in Section 14; (f) any unauthorized use of the Portal or Purchaser's failure to safeguard its Portal credentials; or (g) any third-party claim arising from Purchaser's acts or omissions in connection with the products purchased hereunder. Perfero shall provide prompt written notice to Purchaser of any third-party claim for which indemnification may be sought, and Purchaser shall have the right, at its own expense, to participate in the defense thereof with counsel of its choosing, provided that Perfero shall retain sole control over the defense and settlement of any such claim.

19. No Expectation of Continued Sales

This Agreement does not constitute a commitment by Perfero to sell any specific quantity of products to Purchaser or to continue the commercial relationship for any defined period. Perfero shall be under no obligation to accept any order and may, at any time and in its sole discretion, elect to suspend or discontinue selling any or all products to Purchaser without liability. Nothing herein shall be construed as creating an exclusive supply arrangement or as implying any expectation of continued sales. Purchaser expressly disclaims any such expectation.

20. Independent Contractors

The parties are independent contracting parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between Perfero and Purchaser. Neither party shall have the authority to bind the other or to incur obligations on the other's behalf without prior written consent.

21. Force Majeure

Perfero shall not be liable to Purchaser for any failure or delay in performance arising from causes beyond Perfero's reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, fire, flood, epidemic, pandemic, government action or regulation, supply shortages, drug product allocation by manufacturers, DEA quota restrictions, carrier failures, labor disputes, cyberattacks or digital infrastructure failures, or disruptions to Perfero's distribution or Portal infrastructure. In the event of a force majeure condition, Perfero shall provide prompt written notice to Purchaser and shall use commercially reasonable efforts to resume performance as soon as practicable.

22. Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict-of-law principles. Any dispute arising out of or relating to this Agreement that cannot be resolved informally shall be submitted to binding arbitration in Essex County, New Jersey, under the rules of the American Arbitration Association then in effect, unless Perfero elects to pursue collection or injunctive relief in any court of competent jurisdiction. Arbitration costs and filing fees shall be allocated in accordance with the AAA rules then in effect; provided, however, that if Perfero prevails in any arbitration or court proceeding, Purchaser shall bear all arbitration filing fees, administrative costs, and Perfero's reasonable attorney's fees and costs incurred in connection therewith. Purchaser waives any right to a jury trial with respect to any dispute arising out of or relating to this Agreement.

23. Amendments, Entire Agreement, and Miscellaneous

Perfero reserves the right to amend or update these Terms and Conditions at any time, with or without prior notice. Updated terms will be made available on the Portal, and all such updated terms shall thereafter immediately become binding on Purchaser. This Agreement, together with Purchaser's approved Credit Application, the executed Resale Certificate, and the then-current RGP, constitutes the entire agreement between the parties with respect to the sale of products by Perfero to Purchaser and supersedes all prior agreements and understandings. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The failure of Perfero to enforce any provision of this Agreement shall not constitute a waiver of Perfero's right to enforce such provision in the future. Any notice required under this Agreement shall be in writing and delivered to Perfero at 3 Becker Farm Road, Suite 404, Roseland, NJ 07068, Attn: CFO, or by email to finance@perfero.com.

ACKNOWLEDGMENT AND AGREEMENT

By signing below, Purchaser acknowledges that it has read, understood, and agrees to be fully bound by these Terms and Conditions of Sale. Purchaser confirms that it has had the opportunity to review this Agreement and, if desired, to seek independent legal counsel prior to execution. The individual signing represents and warrants that he or she is duly authorized, empowered, and legally entitled to execute these Terms and Conditions of Sale on behalf of Purchaser, and that upon execution, these Terms and Conditions of Sale shall become binding and enforceable against Purchaser.

Pharmacy / Business Legal Name ("Purchaser"):

Printed Name:

Title:

Authorized Signature

Effective Date

Date Signed