



COOPRX GROUP, INC.

“BUYING GROUP AGREEMENT”

This Buying Group Agreement (hereinafter “the Agreement”), dated this day of , among CoopRx Group, Inc., having its principal place of business at: 369 S. Doheny Dr.#326 Beverly Hills, CA 90211 and the undersigned independent pharmacy.

WITNESSETH:

WHEREAS, CoopRx Group, Inc. is a corporation serving as a buying group for its members consisting of independent community pharmacies (the “Member” collectively and a “Member” individually);

WHEREAS, **CoopRx Group was established to provide to its Members certain economic advantages, benefits, savings and efficiencies associated with buying group action; and**

WHEREAS, the undersigned pharmacies are, or desire to become Members of CoopRx Group, Inc. and enjoy the benefits of membership as described herein, and each understands and agrees that in order to become a member and to continue as a Member it must assume and perform the obligations set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Article I:

- A. To provide services and the means whereby the Members have an economic advantage over non- members in the operation of their pharmacies, including an enhanced return on their products and services;
- B. To obtain certain benefits, savings and efficiencies as a result of CoopRx Group, Inc.. relationships with vendor / suppliers and to preserve the professional image of the independent community pharmacy and the CoopRx Group, Inc.
- C. To promote and administer purchasing efforts for the over-all benefit of all Members with a view toward obtaining the best products at the most competitive prices, such as pharmacy Supplies and others.

Article II:

- A. **MEMBERSHIP REQUIREMENTS:** **Membership is FREE.**
- B. **OFFER PHARMACY SERVICES:** each Member Pharmacy of CoopRx Group shall offer for sale to the public, cosmetics, health and beauty care products, Diabetic, Medical Supplies, sundries and other products, and services as normally carried by a full service community pharmacy.
- C. **LICENCING:** each Member shall be duly licensed to practice pharmacy by the applicable licensing authority of the jurisdiction in which it is located and shall comply with all applicable state and federal laws and regulations relating to pharmacy practice. Each Member’s license shall be maintained in full force effect at all times during the term of this Agreement.

TERM AND TERMINATION:

This Agreement will commence as of date specified above and will continue until either party hereto will provide 60 days written notice to the other of that party’s intent to terminate this Agreement. These terms may change depending upon the conditions at the time. The Pharmacy expressly waives any requirement imposed by law or otherwise to demonstrate good cause prior to that termination. **There is NO FEE** , If at any time either party decides to terminate the Agreement, the Member agrees to remove from their premises all signs, decal, and any other related CoopRx Group identification.

NO WARRANTIES

This Pharmacy acknowledges that THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE made by the buying group relating to the program. The buying group will not be liable for any incidental, indirect, special or consequential damages whatsoever.

NOTICE

Any notice required to be given hereunder will be given in writing and will be served by mailing the same to the buying group or the Pharmacy at the address set above.

SUCCESSORS AND ASSIGNS

This agreement will be binding upon and insure to the benefit of the parties, their heirs, executors, successor, and assigns; provided, however this agreement may not in any event be signed by the Pharmacy, No third party will have any rights against the buying group under this agreement.

ENTIRE AGREEMENT AND GOVERNING LAW

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements concerning the subject matter hereof. Should either party have to resort to litigation in order to enforce its rights under this Agreement, buying group and Pharmacy agree that only the Federal or State courts located in Oregon shall be used as the appropriate forum and Pharmacy consents to service in such court system.

TERMS

Member agrees to remain in current payment under the terms of sale. Special pricing if contingent upon remaining current. These terms may change depending upon the conditions at the time.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this agreement as of the date and year first written.

CoopRx Group, Inc.

PHARMACY/MEMBER

TITLE: Secretary

NAME OF PHARMACY: _____

SIGNATURE: _____

ADDRESS _____

DATE: _____

CITY: _____ STATE: _____ ZIP CODE: _____

BY: _____ DATE: _____

EMAIL: _____

Please send the original copy to:

SIGNATURE: _____

CoopRx Group, Inc.

369 S. Doheny Dr. 326
Beverly Hills, CA. 90211

Contact Person: _____

WWW.CoopRxGroup.com

Please Fax your signed copy

To: **888-325-2499**

Tel: _____ Fax: _____

Current Wholesaler (s): _____