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**THRIFTY WHITE PHARMACEUTICAL SUPPLY PROGRAM**

**FOR CARE COMMUNITY PHARMACIES COOPERATIVE**

 This Thrifty White Pharmaceutical Supply Program for CARE Community Pharmacies Cooperative (**“Agreement”**) is effective as of June 1, 2016, between Thrifty Drug Stores, Inc., a Minnesota corporation dba Thrifty White Warehouse #899 (**“Company”**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (**“Retailer”**), an independently-owned pharmacy affiliated with CARE Pharmacies Cooperative, Inc.. In this Agreement, Company and Retailer will be referred to individually as a “Party” or collectively as the “Parties”.

**RECITALS**

 A. Retailer is a member of the CARE Pharmacies Cooperative, Inc. and desires to purchase pharmaceutical products from Company.

 B. Company desires to sell pharmaceutical products to Retailer under the terms and conditions in this Agreement.

 C. Retailer agrees to purchase and Company agrees to sell Retailer certain generic pharmaceutical products (hereafter referred to as “Products”), under the terms and conditions of this Agreement.

Now, therefore, the Parties agree as follows.

**AGREEMENT**

# Purchase. Retailer agrees to purchase from the Company from time to time generic drug products (“Products”) during the term of this Agreement. The Products will be distributed through the Thrifty White Warehouse #899.

### 1.1 Controlled Substances. Controlled substances are excluded from this Agreement. The term ''controlled substance'' means a drug or other substances listed or included in schedules I, II, III, IV, or V of Title 21, USC, Chapter 13, Subchapter 1, Part B, as well as list chemicals and immediate precursors.

# 2. Term and Termination.

# 2.1 Term. This Agreement shall commence on the above stated Effective Date of this Agreement and shall continue in effect through March 31, 2017 (“Initial Term”).

# 2.2 At the end of the Initial Term, this Agreement will automatically renew for consecutive twelve (12) month renewal terms unless terminated by either Party as provided in this Agreement. Taken together, the Initial Term and any renewal terms will be referred to as the “Term”.

2.3 Termination. This Agreement may be terminated as follows:

 2.3.1 Termination for Cause. Either Party may terminate this Agreement in the event the other Party breaches any of its material obligations hereunder; provided, however, that the defaulting Party shall have thirty (30) days to correct such breach after written notice is given by such non-breaching Party specifying the alleged breach. A material breach shall include, but is not limited to: (i) Failure to perform any obligation or duty under this Agreement; (ii) failure of Pharmacy to maintain all licenses and certifications required by federal or state law; (iii) exclusion of the Pharmacy or a Pharmacy employee from the Medicare or Medicaid Program; (iv) commission of an act of fraud or abuse; or (v) in the case of Retailer, failure to make payment for amounts payable to Company when due. .

2.3.2 Termination without Cause. After the Initial Term that expires on March 31, 2017, either Party may terminate this Agreement at its option upon sixty (60) days written notice.

2.3.3 Insolvency. Either Party may terminate this Agreement in the event the other Party (i) is adjudicated insolvent, under state and/or federal regulation, or the makes an assignment for the benefit of creditors; (ii) files or has filed against it, or has an entry of an order for relief against it, in any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization or receivership law, or seeks relief as therein allowed, which filing or order shall not have been vacated within sixty (60) calendar days from the entry thereof; (iii) has a receiver appointed for all or a substantial portion of its property and such appointment shall not be discharged or vacated within sixty (60) calendar days of the date thereof; (iv) is subject to custody, attachment or sequestration by a court of competent jurisdiction that has assumed of all or a significant portion of its property; or (v) ceases to do business or otherwise terminates its business operations, is declared insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or similar proceeding

2.4 Effect of Termination. Termination of this Agreement for any reason shall not release a Party from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement shall be provided until and on the effective date of termination.

# Supply Requirement. Notwithstanding any other provision in this Agreement, the Company provides no assurances that Products ordered will be in stock and Company reserves its absolute right to determine what Products are carried.

# Orders.

### 4.1 In General. Retailers’ orders must be electronically transmitted (excluding emergency orders) via Company’s Affiliated Pharmacy ordering website: <http://irp.thriftywhite.com> or such other electronic order entry system as may be approved by Company from time to time. Retailer must supply, at their own expense, all hardware required to access, all required Internet access and any required interfaces or other network enhancements. Retailer agrees not to, use the Company’s Affiliated Pharmacy ordering website or any other electronic order entry system provided by Company under this Agreement for any purpose unrelated to this Agreement. In the event that the electronic order entry is temporarily interrupted for reasons beyond the control of Retailer or Company, Retailer may place orders manually and the Parties will use reasonable efforts to rectify the problem.

### 5. Delivery

### 5.1 In General. Retailer will pay shipping charges and transfer of ownership occurs upon shipment from Company’s warehouse. Deliveries will be once a week on Thursday by UPS (or other carrier chosen by Company), next day air (exclusive of holidays). Orders must be received by 12:00 pm on Wednesday for delivery the next day. Note that certain hazardous items must be shipped via ground courier

## 6. Billing and Rebates.

## 6.1 Billing. Company will invoice Retailer at the Company’s invoice price. Purchases for all Retailers that are members of the CARE Pharmacies Cooperative (“CARE”) will be aggregated monthly CARE will be provided a report which will show each Retailer’s aggregated Product purchases for the prior month.

## 6.2 Rebates. Rebates for all Retailers who are members of CARE will be aggregated and paid to CARE ten (10) business days after the last day of the calendar month for Retailers’ invoices that have been paid in full for the prior month. CARE will be responsible for distributing rebate payments to Retailer based on each Retailer’s proportionate share of Product purchases by CARE Retailer members.

6.3 Administrative Fees. Company will pay to CARE a monthly administrative fee of eleven percent (11%) that is calculated based on the Company’s aggregated invoice price to Retailer (and all Retailers that are members of CARE) for Product purchases during the prior month, excluding purchases for OTC Drugs, Brand Name Drugs and Specialty Drugs unless otherwise agreed by CARE and Company.

## 7. Returned Goods/ Policy. Company will accept returns only upon prior written approval by Company.

8. Payment.

8.1 Payment. Subject to a change in applicable credit terms, payment for all Products ordered under this Agreement is due and payable by Retailer to the Company on the Wednesday of the week after the charges were incurred. Company will issue a billing statement on Monday of each week identifying the charges from the prior week. Payment is due by electronic funds transfer so as to provide the Company with sufficient funds by the payment due date. The Company may, in its discretion, modify the statement issuance and billing dates based on holidays. Retailer hereby authorizes the Company to make electronic funds withdrawals from Retailer’s bank account for the amount due. Retailer’s failure to pay a billing statement for an invoice due to insufficient funds or other reason will result in default by Retailer. In those circumstances Company may, in its sole discretion, terminate this Agreement

8.2 Credit Terms. The Company reserves the right to adjust the payment terms, including requiring prepayment or C.O.D. payments if a Retailer is in payment default (without regard to whether any cure period may be applicable) or based on other credit considerations which the Company, in its reasonable discretion, deems relevant.

8.3 Billing Adjustments/Credits/Deductions. No billing adjustments, credits or deductions may be taken until a valid credit memo is issued by the Company. Invoices to Retailer for whole or partial shipments shall be paid regardless of disputes relating to other invoices. Retailer hereby waives the right to assert offsets or counter claims with respect to any amounts due Company. Retailer shall promptly notify the Company’s customer service personnel of any disputed invoice or billing statement and confirm the same by written notice. Claims by Retailer with respect to incorrect billing statements must be submitted in writing by Retailer to the Company within seven (7) days after a Retailer’s receipt of the weekly billing statement from the Company otherwise Retailer hereby forever waives such claims.

8.4 Late Fees. Amounts not paid when due will be subject to a late payment fee computed daily at a rate equal to the lower of one percent (1.0%) per month or the highest rate permissible by applicable law. In addition, should there be insufficient funds in a Retailer’s bank account to cover an electronic funds withdrawal request for any amount owing to the Company when due, the Company will charge Retailer a Two Hundred Dollar ($200.00) insufficient funds fee.

# 9. Own Use. Retailer represents and warrants that all purchases of pharmaceuticals by Retailer under this Agreement will be for Retailer’s “own use” (as that term is defined in judicial or legislative interpretation) within licensed pharmacies owned by Retailer and not for resale to anyone other than the final consumer in the form of completed prescriptions, except for de minimis sales to other providers that directly sell the products to consumers as permitted by applicable state or federal law. In no event, however, shall Retailer sell any products purchased under this Agreement to any entity that resells such products to a non-consumer. Notwithstanding anything to the contrary, this Agreement may be immediately terminated by Company in the event that the Company reasonably determines that Retailer is in breach of this section. Should Retailer in anyway dispense, provide, transfer or sell any pharmaceuticals purchased by Retailer under this Agreement in contravention of this Section, Retailer agrees that it shall be liable for (and shall indemnify and hold the Company harmless from) any and all damages and penalties incurred by Company.

# 10. License. Retailer represents and warrants to the Company that Retailer has complied with, currently complies with, and will continue at all times during the term of this Agreement to comply with, all applicable licensure requirements and all federal, state and local governmental laws. Prior to purchasing Products from the Company, and upon request at all times during the term of this Agreement, Retailer will provide the Company with copies of all valid state and federal licenses and any renewals, revocations, changes or notices related thereto.

11. Compliance with Laws. Each Party shall comply with all applicable state and federal laws in the performance of its obligations under this Agreement. The Parties agree that each will comply with applicable state and federal laws applicable to pharmaceuticals including, without limitation, provisions of the Social Security Act, as amended, Sections 1128A and 1128B, 42 U.S.C. section 1320a-7, 7(a) and 7(b), including penalties involving Medicare or state health care programs, and §1320a-7b together with the regulations promulgated thereunder (including without limitation 42 C.F.R. §1001.952(h)) and comparable state laws or regulations, pertaining to illegal remuneration (including any kickback, bribes, or rebates) by, among other things, properly disclosing (including, without limitation, disclosing, to the extent required by law, any remuneration received under this Agreement that may be necessary for a Party to comply with any cost reporting obligations that such entities may have under applicable federal, state and local law) and appropriately reflecting all discounts, rebates and/or other remuneration described herein in the costs claimed or the charges made under federal health care programs (including, without limitation, the Medicaid and Medicare programs) and applicable state or private programs

12. Security Interest. Company retains the right to: (a) adjust Retailer’s payment terms; (b) place Retailer on C.O.D. status, and/or (c) refuse orders from Retailer if Company has not received payment when due for Products supplied by Company to Retailer or based upon reasonable credit considerations. Until the Products are paid for in full by Retailer, Company retains, and Retailer hereby grants Company a security interest in the Products. Retailer agrees to cooperate with Company in the filing and maintenance of a UCC financing statement evidencing the security interest of Company in the Products.

13. External Event.

13.1. External Event; Request. For purposes of this Section, “External Event” shall mean an event or series of events external to and beyond the control of Company that has or is likely to have a significant adverse impact on Company’s business or operations. By way of illustration and not of limitation, an External Event may include a material market fluctuation, governmental law, the actual or proposed enactment or promulgation of a regulation or administrative action, or a fundamental change in manufacturers’ pricing or distribution policies. In response to an External Event, Company may, at its option, request in writing (a “Request”) that the pricing and/or other terms of this Agreement be renegotiated so as to equitably reflect the effect of the External Event. The Request shall identify the External Event and set forth the general nature and scope of the adjustment requested. As soon as practicable after Retailer’s receipt of such request, the Parties shall meet and begin good faith negotiations. If, at the end of sixty (60) days following Retailer’s receipt of a Request, the Parties have been unable to agree on satisfactory pricing or other terms, Company shall have the right to terminate this Agreement, upon five (5) days’ prior written notice.

13.2 Mediation. In the event that Retailer considers the reason(s) for termination to be inadequate under this provision or refuses to renegotiate this Agreement, or the Parties are unable to reach an amicable renegotiation of the Agreement, each Party agrees that prior to filing any lawsuit or other legal action against the other Party regarding such issue or dispute arising out of or otherwise relating to this External Event provision, the Parties shall participate in an expedited, non-binding mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (“AAA”). A Party shall initiate such mediation by submitting a Request for Mediation ("Mediation Request") to the AAA and the other Party by hand delivery and/or facsimile. Within 10 days thereafter, the Parties shall agree upon a single mediator to conduct the mediation or, if they are unable to agree, request the AAA to make the appointment. The mediation shall be conducted in Minneapolis, Minnesota and, absent a written waiver executed by both Parties, shall be completed within thirty-five (35) days after either Party first submits a Mediation Request. All mediation fees payable to the AAA shall be shared equally between the Parties.

# 14. Confidentiality.

14.1 Confidential Information Defined. For purposes of this Agreement, “Confidential Information” means any information related to Company, CARE or a Retailer Member: (a) that is not generally known in the relevant industry or trade; (b) that affords possessors of the information a commercial advantage over others who do not have such information; and (c) that, if utilized or disclosed by a person or entity receiving such information, would place the owner of the information at a competitive or business disadvantage. Confidential Information includes, but is not limited to, the terms and conditions of this Agreement; Product pricing information applicable to the purchase of goods in the Agreement, including acquisition prices, invoice price rebates, and discounts; specifications; drawings; data; processes; methods; techniques (other than as is generally known in the trade or industry and not gained as result of this Agreement); systems; technology; software product roadmaps; business records; designs; statistics; customer and supplier lists; sales, pricing, costs, economic and other financial information; marketing and procurement strategies; production, operations and sales procedures; contractual provisions; discoveries; and other similar information that relates to specific business programs. Whether any such information constitutes Confidential Information will not depend on whether such information is embodied in tangible form, or whether any tangible embodiment of such information is marked “confidential” or “proprietary.”

14.2 Confidential Information Use and Disclosure. Except as expressly allowed under this Agreement or required by law, at all times, both during term of this Agreement and after its termination, Retailer agrees (a) to hold Confidential Information in strict confidence as a fiduciary and to take all precautions Retailer employs with respect to its most confidential information and materials, but no less than reasonable precautions, to protect such Confidential Information; (b) not to disclose any such Confidential Information, or any information derived therefrom except to those employees, consultants or Retailers that have a "legitimate need to know" and are similarly bound in writing, (c) not to make any use whatsoever at any time of such Confidential Information except for the sole business purpose approved by Company in writing, and (d) not to copy, reverse engineer, reverse compile or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information.

# 15. Injunctive Relief/Indemnification. Retailer acknowledges that its breach of any obligation under Sections 9, 10, 11 and 14 of this Agreement will constitute immediate and irreparable harm to the Company that cannot be fully and adequately compensated in money damages and which will warrant preliminary injunctive or other equitable relief. Retailer hereby agrees that Company may seek such injunctive relief without any requirement that a bond be posted by Company. Further, Retailer understands that other actions may be taken and cumulative remedies in law and equity enforced against it. Retailer agrees to indemnify and hold Company harmless from all costs (including reasonable attorneys’ fees), damages, and liabilities Company incurs as a result of Retailer’s breach of any provision of this Agreement.

16. Indemnification. Each Party (“Indemnifying Party”) agrees to, and shall indemnify, defend, protect and hold harmless the other Party and its officers, directors, partners (general and limited), members, employees, agents and representatives (“Indemnified Parties”), from and against any liability for claims, losses or damage (including without limitation attorneys’ fees, costs and expenses) paid or incurred caused on the negligence or willful misconduct of the Indemnifying Party or the Indemnifying Party’s officers, directors, partners (general and limited), members, employees, agents and representatives. Provided, however, the foregoing indemnity obligations shall not apply to any liability for claims, losses or damages resulting from the negligence or willful misconduct of the Indemnified Party.

17. Drug Supply Chain Security Act; Traceability. Company and Retailer have responsibility under the Drug Supply Chain Security Act of 2013 (“DSCSA”) to capture and confidentially maintain traceability information in the form of transaction history, transaction information and transaction statement (hereafter referred to as “Traceability Information”) for Products shipped from a supplier to Company and from Company to Retailer. Under Section 582(d) (1) (B) of the DSCSA, the Parties may enter into an agreement whereby Company will confidentially maintain Traceability Information in an electronic database for Retailer. The database contains the Traceability Information for Products shipped to Retailer during the term of this Agreement. Retailer is responsible for maintaining a copy of the Traceability Information agreement and entering into the agreement does not relieve Retailer of its obligations under Section 582(d) (1) of the DSCSA. Attached to this Agreement as Exhibit “A” is the “Drug Supply Chain Security Agreement to Maintain Transaction Data”. If Retailer wants Company to maintain its Traceability Information in an electronic database for access only by Retailer, Retailer must sign Exhibit A and return it to Company along with this signed Agreement.

# 18. General Provisions.

18.1 Notice. Any notice or other communication required or desired to be given to a party under this Agreement shall be in writing and shall be deemed given when: (a) received by the recipient, after being sent via certified mail, return receipt requested, and addressed to that Party at the address for such Party set forth at the end of this Agreement; or (b) received by the recipient after being sent via Federal Express, Airborne, or similar overnight delivery service for delivery to that Party at that address. A Party may change its address for notices under this Agreement by giving the other Parties notice of such change in accordance with the terms of this Agreement.

18.2 Relationship. The Parties intend the relationship created by this Agreement to be that of buyer and seller (not distributor or/dealer or franchise/franchisee). Each is an independent contractor, and neither is the agent of the other. This Agreement does not authorize the Retailer to use, and the Retailer agrees not to use, any trademarks, trade names, logos, or other intellectual property owned by the Company and used by its Company-owned stores, except as is expressly permitted by a separate license agreement between the Parties. The Company is not a fiduciary for the Retailer in any respect.

18.3 Warranty Disclaimer.The Company disclaims, and Retailer waives, any claims and damages arising from the failures, errors or delays of the Company’s third-Party agents in connection with the provision of goods and services provided on the Company’s behalf under this Agreement or any of the Programs. The Company hereby assigns to Retailer its rights against the Company’s third-party agents relating to their failures or errors in connection with the provision of with filling and delivering goods ordered as well as in connection with the provision of goods and services performed by them on the Company’s behalf. Retailer acknowledges that failures of timely deliveries and performance by third-party vendors may occur and do not give rise to a damage claim by Retailer. THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, WITH RESPECT TO THE GOODS SOLD AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR MERCHANTABILITY. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO BIND THE COMPANY TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AN AUTHORIZED OFFICER OF THE COMPANY PURSUANT TO A SIGNED WRITTEN AGREEMENT.

18.4 LIMITATION OF LIABILITY. THE COMPANY SHALL HAVE NO LIABILITY TO RETAILER OR ANY OTHER PERSON FOR, AND RETAILER HEREBY EXPRESSLY WAIVES, ALL REMEDIES AND DAMAGES RELATING TO INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY DESCRIPTION. THE PARTIES EXPRESSLY AGREE THAT SUCH LIMITATION IS AN AGREED UPON ALLOCATION OF RISK. UNDER NO CIRCUMSTANCES SHALL THE COMPANY’S LIABILITY FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY RETAILER TO THE COMPANY FOR THE PARTICULAR GOODS OR SERVICES IN QUESTION.

18.5 Force Majeure.Each Party’s obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to causes beyond its reasonable control, including, without limitation, acts of war or terrorism, fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, manufacturer out-of-stock or delivery disruptions, acts of God, or any law or regulation issued by any government or governmental or quasi-governmental agency or any judgment or judicial, executive or administrative order or decree, whether or not ultimately held to be valid. The Party experiencing such a force majeure event shall promptly notify the other Party of such event and use its reasonable commercial efforts to promptly cure the same.

18.6 Assignment. This Agreement shall not be assigned in whole or in part by the Retailer without the prior written consent of the Company, and any attempted assignment shall be null and void. Subject to the Company’s prior written consent, Retailer shall assign its obligations under this Agreement to any purchaser or successor to the ownership of the Retailer’s pharmacy. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors and assigns of the Parties.

18.7 Choice of Law. This Agreement, and the respective rights of the Parties under this Agreement, shall be governed and construed by the laws of the State of Minnesota, without application of any choice of law considerations. Any claim, cause of action, suit or demand allegedly arising out of or related to this Agreement, or the relationship of the Parties, shall be brought exclusively in the state or federal courts located in Minneapolis, Minnesota, and the Parties irrevocably consent to the jurisdiction and venue of such courts. Each Party hereto agrees that valid service of process may be effected on it by certified mail at the addresses stated on the signature page of this Agreement.

18.8 Survival. The rights and obligations of the Parties intended to be observed and performed by the Parties after the consummation of this Agreement shall survive the same and continue thereafter in full force and effect.

18.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Copies of this Agreement with signatures transmitted electronically (e.g., by facsimile or pdf) shall be deemed to be original signed versions of this Agreement.

18.10 Construction. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement.

18.11 Entire Agreement; Modification and Waiver. This Agreement, together with any exhibits, attachments, addendums and schedules represent the only agreements among the Parties concerning the subject matter of this Agreement and supersede all prior agreements, whether written or oral, relating thereto. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by the Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject thereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof. This Agreement shall not be construed against either Party since each Party has had the opportunity to negotiate its provisions and contribute to its drafting.

 Each of the Parties has caused this Thrifty White Pharmaceutical Supply Program for Retailer members of Care Community Pharmacies Cooperative to be executed in the manner appropriate to each intending to be legally bound.

  **THRIFTY DRUG STORES, INC.**

 **(Retailer) (Company)**

**By**  **By**

**Title Title**

**Date Date**

**Address:**

 **Address: 6055 Nathan Lane North, #200**

  **Plymouth, MN 55442**

**EXHIBIT A**

**DRUG SUPPLY CHAIN SECURITY ACT**

**AGREEMENT TO MAINTAIN TRANSACTION DATA**

This Agreement to maintain transaction data constitutes the written agreement described in Section 582(d)(1)(B) of the Drug Supply Chain Security Act (“DSCSA”), between Thrifty Drug Stores, Inc., dba Thrifty White Pharmacy (“Thrifty White”) and (“Dispenser”). This agreement is effective as of the July 1, 2015, or, if signed after July 1, 2015, the date this Agreement was signed (the “Effective Date”). Dispenser is responsible for maintaining a copy of this agreement and entering into this agreement does not relieve Dispenser of its obligations under Section 582(d) (1) of the DSCSA.

1. Effective July 1, 2015, Section 582 (d) (1)(A) of the DSCSA requires in part, pharmacies (“Dispensers”) to capture and transmit the transaction history, transaction information and transaction statement (collectively “Transaction Data”) for pharmaceutical products received from the Dispenser’s authorized wholesaler(s).

2. Subject to the termination provisions below, Thrifty White agrees to confidentially maintain for six (6) years, beginning on the date of a transaction, the Transaction Data required to be maintained by Dispenser under subsection 582(d) of the DSCSA at no additional charge to Dispenser. Dispenser may access the Transaction Data at Thrifty White's proprietary website <http://irp.thriftywhite.com>. Only Transaction Data for products sold to Dispenser by Thrifty White will be maintained under this agreement. Dispenser agrees that it is responsible for maintaining for six (6) years the transactional data required by DSCSA for product it receives direct from the manufacturer (e.g., by drop shipment) or from any sources other than Thrifty White.

2. This agreement will automatically terminate upon termination or expiration of the distribution relationship that Dispenser has with Thrifty White. In addition, either party may terminate this agreement at any time upon thirty (30) day written notice of termination to the other party. After termination, Thrifty White will provide Dispenser’s Transaction Data maintained by Thrifty White to Dispenser in a mutually agreeable electronic format. Thereafter, Dispenser is responsible under the DSCSA and under this agreement to retain and maintain the Transaction Data for the 6 year period.

3. The transactional data maintained by Thrifty White may be exported by Dispenser at any time up to thirty (30) days following termination of this agreement. Thrifty White will provide the maintained transactional data to Dispenser in an export file upon request at termination of this agreement.

4. NEITHER THRIFTY WHITE NOR ANY OF ITS SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO THE MAINTAINED TRANSACTION DATA, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW. THRIFTY WHITE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. EXCEPT AS EXPRESSLY REQUIRED BY LAW. NEITHER THRIFTY WHITE NOR ITS SUBSIDIARIES, DIRECTORS, OFFICERS, MPLOYEES, AGENTS OR REPRESENTATIVES WILL BE LIABLE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST DATA, LOST BUSINESS OR DAMAGE TO GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, AND REGARDLESS OF WHETHER THE CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

5. This agreement shall be governed, construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of laws rules. Thrifty White and Dispenser are separate legal entities and independent parties. This agreement does not create an agency, joint venture, or partnership between Thrifty White and Dispenser, and does not constitute legal advice from Thrifty White to Dispenser with respect to Dispenser’s obligations under the DSCSA. Thrifty White recommends that Dispenser contact its attorney for advice regarding its obligations under the DSCSA.

Please indicate Dispenser’s agreement and understanding of this agreement to maintain DSCSA Transaction Data by signing on behalf of Dispenser in the space provided below. By signing on behalf of Dispenser, you represent and warrant that (i) you are duly authorized to and have full legal authority to bind Dispenser to this agreement and (ii) you agree, on behalf of Dispenser, to this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**DISPENSER) THRIFTY DRUG STORES, INC.**

bY: bY:

Title: Title:

Date: date: