EXHIBIT 10.2  
  
  
 THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE BEEN ACQUIRED FOR  
INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE  
"ACT") OR THE SECURITIES LAWS OF ANY STATE. THE WARRANT AND THE SHARES MAY NOT  
BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE  
OF EFFECTIVE REGISTRATION STATEMENTS COVERING THE WARRANT AND THE SHARES UNDER  
THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM SUCH  
REGISTRATION IS AVAILABLE.  
  
NO. WSCP-  
  
 RxBAZAAR, INC.  
  
 COMMON STOCK PURCHASE WARRANT AGREEMENT  
  
 to Purchase \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares of Common Stock  
  
 Void After 5:00 P.M., New York time, on October 26, 2008  
  
 issued to  
  
 [NAME OF INVESTOR]  
  
(hereinafter called the "Registered Holder," which term shall include any and  
all successors and assigns) by RxBazaar, Inc., a Delaware corporation  
(hereinafter with its successors called the "Company").  
  
 The Common Stock Purchase Warrants (the "Warrants") underlying this Warrant  
Agreement is one of duly authorized issue by the Company of Warrants evidencing  
the right to purchase an initial aggregate of up to 200,000 shares of Common  
Stock, $.001 par value (the "Common Stock"), granted by the Company to Steel  
City Pharmaceuticals LLC, a Delaware limited liability company ("SCP"), as  
additional consideration under the Management Services Agreement, dated as of  
October 27, 2003, between the Company and SCP. The initial Registered Holder is  
a member of SCP. SCP distributed the Warrants to its initial members.  
  
 1. Grant. For value received and subject to the terms and conditions  
hereinafter set out, the Registered Holder is entitled, upon surrender of this  
Warrant Agreement, with the Notice of Exercise form annexed hereto duly  
executed, at the office of Company at 0000 Xxxxxx Xxxxxx Xxxxx Xxxxxxxxxx, Xxxx  
00000, or such other office as the Company shall notify the Registered Holder in  
writing, to purchase \_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) shares (the "Warrant Shares") of  
fully paid and nonassessable shares of Common Stock, at an exercise price of Two  
($2.00) Dollars per share (the "Exercise Price"), subject to adjustment from  
time to time pursuant to Sections 4 and 5 hereof.  
  
 2. Exercise.  
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 2.1 Exercise Period. This Warrant shall be exercisable at any time in  
whole or from time to time in part commencing upon issuance and shall expire as  
  
  
  
  
  
to the unexercised portion at 5:00 P.M., New York time, on October 26, 2008, and  
shall be void thereafter, subject to earlier termination as provided herein.  
  
 2.2 Manner of Exercise. Upon exercise, the Registered Holder shall  
surrender this Warrant Agreement, together with the Notice of Exercise in the  
form of Exhibit A hereto duly executed by the Registered Holder, and pay the  
purchase price for the portion of the Warrant being exercised. The documents  
shall be delivered to the Company at its principal office as set forth in  
Section 1 or such other office as may be designated by the Company to the  
Registered Holder. The purchase price shall be paid by check payable to the  
order of the Company or by wire transfer to an account designated by the  
Company. This Warrant may be exercised in part, and the Registered Holder shall  
be entitled to receive a new Warrant Agreement covering the number of Warrant  
Shares in respect of which this Warrant shall not have been exercised.  
  
 2.3 Delivery. As soon as practicable after exercise of this Warrant,  
and in any event within ten (10) days thereafter, the Company, at its expense,  
shall cause to be issued in the name of and delivered to the person designated  
in the Notice of Exercise a certificate for the Warrant Shares being acquired,  
subject if applicable, to compliance with Section 10. The person or persons in  
whose name or names any certificate representing shares of Common Stock is  
issued hereunder shall be deemed to have become the holder of record of the  
shares represented thereby as of the close of business on the date on which this  
Warrant is exercised with respect to such shares, whether or not the transfer  
books of the Company shall be closed.  
  
 3. Reservation of Shares. The Company covenants that it shall at all times  
reserve and keep available a number of its authorized shares of its Common  
Stock, free from all pre-emptive rights therein, which will be sufficient to  
permit the exercise of this Warrant. The Company further covenants that such  
shares as may be issued pursuant to the exercise of this Warrant shall, upon  
issuance, be duly and validly issued, fully paid and nonassessable and free from  
all taxes, liens and charges with respect to the issue thereof.  
  
 4. Change in Capitalization. If the Company shall at any time prior to the  
expiration of this Warrant subdivide its outstanding Common Stock, by forward  
stock split or otherwise, or combine its outstanding Common Stock (including a  
reverse split), or issue additional shares of its Common Stock in payment of a  
stock dividend in respect of its Common Stock, the Warrant Shares shall  
forthwith be proportionately increased in the case of a subdivision or stock  
dividend, or proportionately decreased in the case of a combination, and the  
Exercise Price then applicable to shares covered by the unexercised portion of  
this Warrant shall forthwith be proportionately decreased in the case of a  
subdivision or stock dividend, or proportionately increased in the case of a  
combination.  
  
 5. Reclassification or Reorganization Mergers.  
  
 5.1 Reclassification. In case of any reclassification, capital  
reorganization, or change of the outstanding Common Stock of the Company (other  
than as a result of a subdivision, combination or stock dividend covered by  
Section 4 hereof), at any time prior to the expiration of this Warrant, then, as  
a condition of such reclassification, reorganization, or change, lawful  
provision shall be made, and duly executed documents evidencing the same from  
the Company or its successor shall be delivered to the Registered Holder, so  
  
  
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that the Registered Holder shall have the right prior to the expiration of this  
Warrant to purchase, at a total price not to exceed that payable upon the  
exercise of the unexercised portion of this Warrant, the kind and amount of  
shares of stock and other securities and property receivable upon such  
reclassification, reorganization, or change, by a holder of the number of shares  
of Common Stock of the Company which might have been purchased by the Registered  
Holder immediately prior to such reclassification, reorganization or change, and  
in any such case appropriate provisions shall be made with respect to the rights  
and interest of the registered holder of this Warrant to the end that the  
provisions hereof (including without limitation, provisions for the adjustment  
of the Exercise Price and of the number of Warrants Shares purchasable upon  
exercise of this Warrant) shall thereafter be applicable in relation to any  
shares of stock and other securities and property thereafter deliverable upon  
exercise hereof.  
  
 5.2 Merger. In case of any consolidation of the Company with or a  
merger of the Company into another corporation or in case of any sale or  
conveyance to another corporation of the property of the Company as an entirety  
or substantially as an entirety, upon any such consolidation, merger, sale or  
conveyance and (i) the surviving entity is a publicly traded company, and (ii)  
the consideration to be received by the holders of the Company's Common Stock  
includes publicly traded equity interests in the surviving entity or parent  
corporation, the Company agrees that a condition of such transaction will be  
that the successor or purchasing corporation, as the case may be, shall assume  
the obligations of the Company hereunder in writing. In the case of any such  
consolidation, merger or sale or conveyance, the Registered Holder shall have  
the right until the Expiration Date upon payment of the Exercise Price in effect  
immediately prior to such action, to receive the kind and amount of shares and  
other securities and/or property which he would have owned or have been entitled  
to receive after the happening of such consolidation, merger, sale or conveyance  
had this Warrant been exercised immediately prior to such action, subject to  
adjustments which shall be as nearly equivalent as may be practicable to the  
adjustments provided for in Section 4 and in this Section 5. The provisions of  
this Section 5.2 shall similarly apply to successive consolidations, mergers,  
sales or conveyances.  
  
 5.3 Non-Public Successor. In case of any consolidation of the Company  
with or a merger of the Company into another corporation or in case of any sale  
or conveyance to another corporation of the property of the Company as an  
entirety or substantially as an entirety, upon any such consolidation, merger,  
sale or conveyance and (i) the surviving entity is a non-publicly traded  
company, or (ii) the consideration to be received by the holders of the  
Company's Common Stock does not include any publicly traded equity interests in  
the surviving entity or its parent corporation, the Company agrees that a  
condition of such transaction will be that the Company shall mail to the  
Registered Holder at the earliest applicable time (and, in any event not less  
than ten (10) days before any record date for determining the persons entitled  
to receive the consideration payable in such transaction) written notice of the  
transaction. Such notice shall also set forth facts as shall indicate the effect  
of such action (to the extent such effect may be known at the date of such  
notice) on the Exercise Price of and the kind and amount of the shares of stock  
and other securities and property deliverable on the transaction in exchange for  
the shares of Common Stock receivable upon exercise of this Warrant. Upon the  
closing of the transaction referenced in the foregoing notice, this Warrant to  
the extent then unexercised shall terminate.  
  
  
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 6. Fractional Shares. No fractional shares or scrip representing fractional  
shares shall be issued upon the exercise of this Warrant or any portion thereof.  
With respect to any fraction of a share called for upon the exercise of this  
Warrant or any portion thereof, an amount equal to such fraction multiplied by  
the then current value of a share of Common Stock (as determined in good faith  
by the Board of Directors of the Company) shall be paid to the holder hereof in  
cash by the Company.  
  
 7. Notice of Adjustments. Whenever the Exercise Price and/or the Warrant  
Shares are adjusted as herein provided, the Company shall promptly deliver to  
the Registered Holder a certificate of its principal financial officer setting  
forth the Exercise Price and the number of Warrant Shares after such adjustment  
and a brief statement of the facts requiring such adjustment.  
  
 8. Rights.  
  
 8.1 Register. The Company shall maintain a register containing the  
names and addresses of the Registered Holders of the Warrants. The Registered  
Holder of any Warrant shall be the person in whose name such Warrant is  
registered in said warrant register. The Registered Holder may change his  
address as shown on the warrant register by written notice to the Company  
requesting such change.  
  
 8.2 Assignment. This Warrant, and the rights evidenced hereby, may,  
subject to the provisions hereof and compliance with applicable federal and  
state securities laws, be transferred by the Registered Holder with respect to  
any or all of the Warrant Shares purchasable hereunder. Upon presentation to the  
Company of this Warrant Agreement together with the Assignment in the form of  
Exhibit B hereto properly endorsed for registration of transfer for all of the  
Warrant Shares then purchasable hereunder, the Company shall issue a new Warrant  
Agreement of the same denomination to the assignee. Upon presentation to the  
Company of this Warrant Agreement, together with the Assignment properly  
endorsed for registration of transfer with respect to a portion of the Warrant  
Shares purchasable hereunder, the Company shall issue a new Warrant Agreement to  
the assignee, in such denomination as shall be requested by the Registered  
Holder, and shall issue to the Registered Holder a new Warrant Agreement  
covering the number of Warrant Shares in respect of which this Warrant Agreement  
shall not have been transferred. The Company may treat the new Registered Holder  
as the owner hereof for all purposes.  
  
 8.3 Substitute Warrant Agreement. In case this Warrant Agreement shall  
be mutilated, lost, stolen or destroyed, the Company may issue a new Warrant  
Agreement of like tenor and denomination and deliver the same (i) in exchange  
and substitution for and upon surrender and cancellation of any mutilated  
Warrant Agreement, or (ii) in lieu of any Warrant Agreement lost, stolen or  
destroyed, upon receipt of evidence reasonably satisfactory to the Company of  
the loss, theft or destruction of such Warrant Agreement (including a reasonably  
detailed affidavit with respect to the circumstances of any loss, theft or  
destruction) and of indemnity reasonably satisfactory to the Company.  
  
 8.4 Rights as a Warrant Holder. The Registered Holder shall not, by  
virtue hereof, be entitled to any rights of a stockholder in the Company, either  
at law or equity except with respect to certificates representing shares of  
  
  
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Common Stock issued upon exercise of this Warrant. The rights of the Registered  
Holder are limited to those expressed in this Warrant and are not enforceable  
against the Company except to the extent set forth herein. Prior to due  
presentment for transfer of this Warrant, the Company may deem and treat the  
Registered Holder as the absolute owner of this Warrant for purposes of any  
exercise hereof and for all other purposes and such right of the Company shall  
not be affected by any notice to the contrary.  
  
 9. Piggyback Registration.  
  
 9.1 Filing.  
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 (a) Registration Rights. The Company agrees that if, at any time, and  
from time to time, commencing on April 21, 2004, the Board of Directors of the  
Company (the "Board") shall authorize the filing of a registration statement (a  
"Registration Statement") under the Securities Act of 1933, as amended (the  
"Securities Act"), (other than a Registration Statement in connection with an  
acquisition or exchange transaction, employee option or other benefit plan or  
other transaction not involving the sale of securities for cash on Form X-0,  
Xxxx X-0 or any other form that does not include substantially the same  
information as would be required in a form for the general registration of  
securities) in connection with the proposed offer of any of its Common Stock by  
it or any of its stockholders, the Company shall: (i) promptly notify the  
Registered Holder that such Registration Statement will be filed and that the  
Registrable Securities then held by the Registered Holder will be included in  
such Registration Statement at the Registered Holder's request, (ii) cause such  
Registration Statement to cover all of such Registrable Securities issued to the  
Registered Holder for which the Registered Holder requests inclusion, (iii) use  
its best efforts to cause such Registration Statement to become effective as  
soon as practicable and (iv) use its best efforts to take all other action  
necessary under any Federal or state law or regulation of any governmental  
authority to permit all such Registrable Securities of the Registered Holder to  
be sold or otherwise disposed of, and will maintain such compliance with each  
such Federal and state law and regulation of any governmental authority for a  
period of at least sixty (60) days after the effective date of the Registration  
Statement.  
  
 (b) Abandonment. Notwithstanding any other provision of this  
Section 9, the Company may at any time, abandon or delay any registration  
commenced by the Company. In the event of such an abandonment by the Company,  
the Company shall not be required to continue registration of shares requested  
by the Registered Holder for inclusion and the Registered Holder shall retain  
the right to request inclusion of shares as set forth above.  
  
 (c) Inclusion. The Registered Holder shall have the right to request  
inclusion of any of his Registrable Securities in up to two (2) Registration  
Statements as described in this Section 9 that are declared effective. This  
Section 9 comprises the sole obligation of the Company to register any Warrant  
Shares under the Securities Act. The Registered Holder does not have any  
"demand" registration rights.  
  
 (d) Definitions. For purposes of this Section 9, the terms "Register",  
"Registered", "Registration" and "Registrable Securities" shall be defined as  
follows:  
  
 (i) "register", "registered" and "registration" shall mean a registration  
effected by preparing and filing a registration statement or similar document in  
  
  
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compliance with the Securities Act, and the declaration or order of  
effectiveness of such registration statement or document.  
  
 (ii) "Registrable Securities" shall mean the shares of Common Stock  
issuable upon exercise of the Warrant or issuable pursuant to a dividend or  
other distribution with respect to or in replacement of the Warrant Shares;  
provided, however, that shares of Common Stock shall only be treated as  
Registrable Securities if and only for so long as they (i) have not been  
disposed of pursuant to a Registration Statement declared effective by the SEC,  
or (ii) have not been sold in a transaction exempt from the registration and  
prospectus delivery requirements of the Securities Act so that all transfer  
restrictions and restrictive legends with respect thereto are removed upon the  
consummation of such sale.  
  
 9.2 Company Obligations. Whenever required under this Section 9 to  
include Registrable Securities in a Company registration statement, the Company  
shall, as expeditiously as reasonably possible:  
  
 (a) File. Use its best efforts to file and cause such Registration  
Statement to become effective. The Company will also use its best efforts to,  
during the period that such Registration Statement is required to be maintained  
hereunder, file such post-effective amendments and supplements thereto as may be  
required by the Securities Act and the rules and regulations thereunder or  
otherwise to ensure that the Registration Statement does not contain any untrue  
statement of material fact or omit to state a fact required to be stated therein  
or necessary to make the statements contained therein, in light of the  
circumstances under which they are made, not misleading; provided, however, that  
if applicable rules under the Securities Act governing the obligation to file a  
post-effective amendment permits, in lieu of filing a post-effective amendment  
that (i) includes any prospectus required by Section 10(a)(3) of the Securities  
Act or (ii) reflects facts or events representing a material or fundamental  
change in the information set forth in the Registration Statement, the Company  
may incorporate by reference information required to be included in (i) and (ii)  
above to the extent such information is contained in periodic reports filed  
pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as  
amended (the "Exchange Act"), in the Registration Statement.  
  
 (b) Amendments. Prepare and file with the SEC such amendments and  
supplements to the Registration Statement, and the prospectus used in connection  
with such Registration Statement, as may be necessary to comply with the  
provisions of the Securities Act with respect to the disposition of all  
securities covered by such Registration Statement.  
  
 (c) Copies. Furnish to the Registered Holder such numbers of copies of  
a prospectus, including a preliminary prospectus as amended or supplemented from  
time to time, in conformity with the requirements of the Securities Act, and  
such other documents as he may reasonably request in order to facilitate the  
disposition of the Registrable Securities owned by him.  
  
 (d) Securities Laws. Use its best efforts to register and qualify the  
securities covered by the Registration Statement under such other Federal or  
state securities laws of such jurisdictions as shall be reasonably requested by  
the Registered Holder; provided, however, that the Company shall not be required  
in connection therewith or as a condition thereto to qualify to do business or  
to file a general consent to service of process in any such states or  
  
  
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jurisdictions, unless the Company is already subject to service in such  
jurisdiction and except as may be required by the Securities Act.  
  
 (e) Underwriting. In the event of any underwritten public offering,  
enter into and perform its obligations under an underwriting agreement, in usual  
and customary form, with the managing underwriter of such offering.  
  
 (f) Notification. Notify the Registered Holder of Registrable  
Securities covered by the Registration Statement, at any time when a prospectus  
relating thereto is required to be delivered under the Securities Act, (i) when  
the Registration Statement or any post-effective amendment and supplement  
thereto has become effective; (ii) of the issuance by the SEC of any stop order  
or the initiation of proceedings for that purpose (in which event the Company  
shall make every effort to obtain the withdrawal of any order suspending  
effectiveness of the Registration Statement at the earliest possible time or  
prevent the entry thereof); (iii) of the receipt by the Company of any  
notification with respect to the suspension of the qualification of the  
Registrable Securities for sale in any jurisdiction or the initiation of any  
proceeding for such purpose; and (iv) of the happening of any event as a result  
of which the prospectus included in the Registration Statement, as then in  
effect, includes an untrue statement of a material fact or omits to state a  
material fact required to be stated therein or necessary to make the statements  
therein not misleading in the light of the circumstances then existing.  
  
 (g) Listing. Cause all such Registrable Securities registered  
hereunder to be listed on each securities exchange or national quotation service  
on which the Common Stock of the Company is then listed or quoted.  
  
 9.3 Furnish Information. It shall be a condition precedent to the  
obligation of the Company to take any action pursuant to this Section 9 with  
respect to the Registrable Securities of the Registered Holder he shall furnish  
to the Company such information regarding the Registered Holder, the Registrable  
Securities held by the Registered Holder, and the intended method of disposition  
of such securities as shall be reasonably required by the Company to effect the  
registration of such Registered Holder's Registrable Securities.  
  
 9.4 Expenses of Company Registration. The Company shall bear and pay  
all expenses incurred in connection with any registration, filing or  
qualification of Registrable Securities with respect to the registrations  
pursuant to Section 9 for the Registered Holder, including (without limitation)  
all registration, filing, and qualification fees, printers and accounting fees  
relating or apportionable thereto, but excluding underwriting discounts and  
commissions relating to Registrable Securities; which shall be borne by the  
Registered Holder, provided, however, that the Company shall not bear the cost  
of any professional fees or costs of accounting, financial or legal advisors to  
the Registered Holder. Notwithstanding the foregoing, the Registered Holder  
shall pay all registration expenses that the Registered Holder is required to  
pay under applicable law.  
  
 9.5 Underwriting Requirements. In connection with any offering  
involving an underwriting of shares of the Company's capital stock, the Company  
shall not be required under Section 9.1 to include the Registered Holder's  
Registrable Securities in such underwriting unless he accepts the terms of the  
underwriting as agreed upon between the Company and the underwriters selected by  
it (or by other persons entitled to select the underwriters), and then only in  
  
  
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such quantity as the underwriters determine in their sole discretion will not  
jeopardize the success of the offering by the Company. If the total amount of  
securities, including Registrable Securities, requested by stockholders to be  
included in such offering exceeds the amount of securities sold other than by  
the Company that the underwriters determine in their sole discretion is  
compatible with the success of the offering, then the Company shall be required  
to include in the offering only that number of such securities, including  
Registrable Securities, which the underwriters determine in their sole  
discretion will not jeopardize the success of the offering (the securities so  
included to be apportioned pro rata among the selling stockholders (including  
the Registered Holder) according to the total amount of securities entitled to  
be included therein owned by each selling stockholder or in such other  
proportions as shall mutually be agreed to by such selling stockholders). If  
requested by the underwriters, the Registered Holder will delay the sale of his  
Registrable Shares under the Registration Statement for up to ninety (90) after  
the effective date, provided other selling stockholders with "piggy back"  
registration rights are subject to a similar lock-up period. For purposes of  
this Section concerning apportionment, for any selling stockholder who is a  
holder of Registrable Securities and is a partnership or corporation, the  
partners, retired partners and stockholders of such holder, or the estates and  
family members of any such partners and retired partners and any trusts for the  
benefit of any of the foregoing persons shall be deemed to be a single "selling  
stockholder", and any pro-rata reduction with respect to such "selling  
stockholder" shall be based upon the aggregate amount of shares carrying  
registration rights owned by all entities and individuals included in such  
"selling stockholder", as defined in this sentence.  
  
 9.6 Delay of Registration. The Registered Holder shall have no right  
to obtain or seek an injunction restraining or otherwise delaying any such  
registration as the result of any controversy that might arise with respect to  
the interpretation or implementation of this Section.  
  
 9.7 Indemnification. In the event that any Registrable Securities are  
included in a Registration Statement filed under this Section 9, as a condition  
thereto, the Company and the Registered Holder shall enter into customary  
indemnification agreements. If any of the Registrable Securities in the  
Registration Statement are to be underwritten, the Company and the Registered  
Holder shall enter into customary indemnification and contribution agreements as  
may be reasonably requested by such underwriters.  
  
 9.8 Termination of Registration Rights. The right of the Registered  
Holder to request inclusion of Registrable Shares in any registration pursuant  
to Section 9.1 shall terminate if all Registrable Shares held by the Registered  
Holder may immediately be sold under Rule 144(k) under the Securities Act.  
  
 10. Securities Law Compliance.  
  
 10.1 Investment. Unless a current Registration Statement under the  
Securities Act shall be in effect with respect to the securities to be issued  
upon exercise of this Warrant, the Registered Holder, by accepting this Warrant,  
covenants and agrees that, at the time of exercise hereof, and at the time of  
any proposed transfer of securities acquired upon exercise hereof, the  
Registered Holder will deliver to the Company a written statement that the  
securities acquired by the Registered Holder upon exercise hereof are for the  
account of the Registered Holder or are being held by the Registered Holder as  
trustee, investment manager, investment advisor or as any other fiduciary for  
the account of the beneficial owner or owners for investment and are not  
  
  
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acquired with a view to, or for sale in connection with, any distribution  
thereof (or any portion thereof) and with no present intention (at any such  
time) of offering and distributing such securities (or any portion thereof), and  
including such other representations as may be reasonably requested by counsel  
to the Company. Further, the Registered Holder shall comply with such provisions  
of applicable state securities laws as counsel to the Company or other counsel  
reasonably acceptable to the Company shall advise. The Registered Holder shall  
have certain rights to include the Common Stock underlying this Warrant in a  
registration statement in accordance with Section 9 hereof.  
  
 10.2 Legend. Unless the shares of Common Stock issuable upon exercise  
of this Warrant have been registered under the Securities Act, upon exercise of  
any part of this Warrant and the issuance of any of such shares, the Company  
shall instruct its transfer agent to enter stop transfer orders with respect to  
such shares, and all certificates representing the shares issued upon exercise  
of this Warrant shall bear on the face thereof substantially the following  
legend, insofar as is consistent with applicable law:  
  
 "The shares of Common Stock represented by this Certificate have  
 not been registered under the Securities Act of 1933, as amended,  
 and may not be sold, offered for sale, assigned, transferred or  
 otherwise disposed of unless registered pursuant to the  
 provisions of that Act or an opinion of counsel to the Company is  
 obtained stating that such disposition is in compliance with an  
 available exemption from such registration."  
  
 11. Amendment, Waiver. This Warrant sets forth the entire agreement by the  
Company and the Registered Holder with respect to the matters herein. Any term  
of this Warrant Agreement may be amended and the observance of any term of this  
Warrant Agreement may be waived (either generally or in a particular instance  
and either retroactively or prospectively) with the written consent of the  
Company and the Registered Holder. No waivers of or exceptions to any term,  
condition or provision of this Warrant Agreement, in any one or more instances,  
shall be deemed to be, or construed as, a further or continuing waiver of any  
such term, condition or provision.  
  
 12. Notices. All notices or other communications with respect to this  
Warrant Agreement shall be in writing and sent by express mail or recognized  
courier service or by personal delivery, if to the Registered Holder to the  
address on the register in accordance with Section 8.1, or if to the Company at  
the address as set forth in or in accordance with Section 1.  
  
 13. Governing Law. The provisions and terms of this Warrant Agreement shall  
be construed in accordance with the laws of the State of Delaware, without  
giving effect to the principles of conflicts of law.  
  
 RxBAZAAR, INC.  
  
  
 By:  
 -----------------------------------  
 Name: Xxxxx X. Xxxxxxx  
 Title: Treasurer  
Dated: October 27, 2003  
  
  
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 EXHIBIT A  
  
FORM OF SUBSCRIPTION  
  
  
  
 (To be signed only on exercise of Common Stock Purchase Warrant)  
  
  
TO: RxBAZAAR, INC.  
  
  
 The undersigned, the registered holder of the within Common Stock  
Purchase Warrant of RxBAZAAR, INC., hereby irrevocably elects to exercise this  
Common Stock Purchase Warrant for, and to purchase thereunder, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*  
shares of Common Stock of RxBAZAAR, INC., and the undersigned herewith makes  
payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ therefor either by check, which is attached hereto  
or by wire transfer to a bank designated by RxBazaar, Inc., and requests that  
the certificates for such shares be issued in the name of and delivered to,  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose address is  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and whose tax identification or social  
security number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
  
Dated:  
 ------------------ --------------------------------------  
 (Signature must conform in all  
 respects to name of registered holder  
 as specified on the face of the  
 Warrant)  
  
  
  
 \*Insert here the number of shares (all or part of the number of shares  
called for in the Common Stock Purchase Warrant) as to which the Common Stock  
Purchase Warrant is being exercised without making any adjustment for any other  
stock or other securities or property or cash which, pursuant to the adjustment  
provisions of the Common Stock Purchase Warrant, may be deliverable on exercise.  
  
  
 10  
  
  
  
 EXHIBIT B  
  
  
 FORM OF ASSIGNMENT  
  
  
  
 (To be signed only on transfer of Common Stock Purchase Warrant)  
  
  
  
 For value received, the undersigned hereby sells, assigns, and  
transfers unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the right represented by the within Common  
Stock Purchase Warrant to purchase \_\_\_\_\_\_\_\_\_ shares of Common Stock of RxBAZAAR,  
INC. to which the within Common Stock Purchase Warrant relates, and appoints  
such person Attorney to transfer such right on the books of RxBAZAAR, INC. with  
full power of substitution in the premises. The address of the assignee is:  
  
  
 ---------------------------  
 ---------------------------  
 The tax identification number or SSI of the assignee is:  
  
 ---------------------------  
  
  
  
  
  
Dated:  
 ------------------ --------------------------------------  
 (Signature must conform in all  
 respects to name of registered holder  
 as specified on the face of the  
 Warrant)  
  
  
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