

Medicine Supply Agreement

This Supply Agreement (the "Agreement") is made and entered into as of October 3, 2024, by and between:

Merck & Co., Inc., a corporation organized and existing under the laws of the State of New Jersey, USA, with its principal place of business located at One Merck Drive, Whitehouse Station, NJ 08889-0100 (hereinafter referred to as "Merck"); and

WellHealth Retail Pharmacies, a retail health organization with its principal place of business located at 321 Healthcare Lane, Miami, FL 33101 (hereinafter referred to as "Retail Organization").

WHEREAS:

- Merck is engaged in the development, manufacturing, and sale of medicines, including the medicine subject to this Agreement;
- Retail Organization operates a network of pharmacies and requires a consistent supply of medicines for patient care;

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

1. Supply of Medicine

Merck agrees to sell and deliver to Retail Organization, and Retail Organization agrees to purchase from Merck, the following medicine (the "Product"):

- Product Name: CardiGuard - Hypertension Medication

- Specifications: As per Attachment A (detailed product specification)
- Number of Units per Batch: 2,500 units
- Number of Batches per Month: 6 batches (15,000 units per month)

2. Contract Price

The price for the Product shall be:

- Unit Price: \$75 per unit
- Price per Batch (2,500 units): \$187,500
- Monthly Total (6 batches): \$1,125,000
- Annual Total (12 months): \$13,500,000

All prices are exclusive of applicable taxes, duties, or other charges unless otherwise specified. Invoices will be issued by Merck and payable within 30 days of the delivery of each batch to the Retail Organization.

3. Term and Delivery Timeline

This Agreement shall commence on October 3, 2024, and continue for a period of one (1) year, expiring on October 3, 2025, unless terminated earlier in accordance with the terms of this Agreement.

- Delivery Schedule:
 - First Delivery Date: November 1, 2024
 - Subsequent Deliveries: On the 1st day of each month thereafter

4. Quality and Inspection

Merck warrants that the Product delivered shall:

- Conform to the specifications provided in Attachment A.
- Be free from defects in materials and workmanship.
- Comply with all applicable regulatory requirements.

Retail Organization reserves the right to inspect and test the Product upon delivery. If the Product fails to meet the agreed specifications, Retail Organization may, at its discretion:

- Reject the delivery and request replacement within 30 days.
- Adjust the purchase price or request a refund.

5. Payment Terms

- Retail Organization shall make payment via wire transfer within 30 days of the receipt of each batch of the Product and the corresponding invoice from Merck.
- Late payments shall bear interest at a rate of 1.5% per month on the outstanding balance.

6. Termination

Either party may terminate this Agreement upon 60 days' written notice to the other party. Grounds for immediate termination by Merck include:

- Failure to meet payment schedules for two consecutive months.
- Retail Organization's breach of any material term of this Agreement not cured within 30 days of written notice.

7. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the performance of this Agreement. This obligation shall survive the termination of this Agreement for a period of five (5) years.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, government regulations, war, strikes, and natural disasters. The affected party shall notify the other in writing of any such event within 10 days of its occurrence.

9. Governing Law

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 provisions.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior discussions, agreements, or understandings of any kind.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Merck & Co., Inc.

By: _____

Name: John Doe

Title: Vice President of Procurement

Date: October 3, 2024

WellHealth Retail Pharmacies

By: _____

Name: Sarah White

Title: Chief Operating Officer

Date: October 3, 2024