

iEthico General Terms and Conditions

References in this Agreement to "**You**" and "**Your**" are references to the person accepting the terms and conditions in this Agreement, references to "**We**", "**Us**" and "**Our**" are to iEthico Limited a company incorporated in England and Wales with registered number 13124384 and whose registered office is at Windsor House, Cornwall Road, Harrogate, North Yorkshire, England, HG1 2PW and references to "**MedSourcing Hub**" are to the software as a service platform developed and hosted by Us with the intention of providing Buyers and Sellers with a cost-efficient and effective marketplace for the lawful dealing in pharmaceutical and healthcare products ("**Pharma Products**").

1. INTRODUCTION

- 1.1 **Agreement:** By registering for a MedSourcing Hub account You agree to be bound by this Agreement, Our privacy, cookie and other policies as it and each of them are amended from time to time. Your continued use of MedSourcing Hub after notice of any such amendments acts as your agreement to the amendments. Amendments will be published on Our website. You may only use MedSourcing Hub if You have completed the registration process (at which point you become a "**registered user**"). You represent and warrant to Us and to each other registered user that the information you provide when completing the registration process is true, and that You will update the information if it changes (and all registered users may rely on such representation and warranty even if they are not party to the same agreement as You are bound by).
- 1.2 **Roles:** When You search for or offer to buy (or buy) Pharma Products through MedSourcing Hub You do so in Your capacity as a "**Buyer**". If You deal through MedSourcing Hub otherwise than as a Buyer then You do so in Your capacity as a "**Seller**".
- 1.3 **Regulation:** We are regulated as a medicines broker and a medicines wholesaler by the MHRA and adhere to the following regulations: Directive 2001/83/EC, Human Medicines Regulation 2012, MHRA Guidance Note 6, Rules and Guidance for Pharmaceutical Distributors 2022 and EU GDP Guidelines 2013/C 343/01 in relation to brokering. We provide MedSourcing Hub as a marketplace to facilitate introductions for registered users to buy and sell Pharma Products and do when required directly purchase and supply the pharmaceutical products by way of commercial and continuity of supply reasons for all parties involved.. Sellers pay Us a commission on sales made through MedSourcing Hub. We operate processes designed to ensure that registered users are properly licensed to deal in Pharma Products but it is for You to ensure that You and the counterparty to any transaction to which You are party may lawfully complete the relevant transaction. We may, but do not routinely, review or moderate listings or content made available by users on MedSourcing Hub.
- 1.4 **No liability for website content:** Other than as set out in terms of sale/purchase we expressly exclude Our liability in respect of any third party content published to or through MedSourcing Hub or on Our website, and assume no responsibility for verifying (and, to the fullest extent permitted by law, exclude all liability in respect of) the accuracy of any description, pricing, efficacy, availability, authenticity or other attribute of any listing published on it. For the purposes of this Agreement "third party content" includes content You or other registered users provide or otherwise make available or endorse.
- 1.5 **Warranty:** We warrant that We have and will maintain all necessary licences, consents, and permissions necessary for the performance of Our obligations under this Agreement. MedSourcing Hub is made available on an "as is" basis.

2. USING MEDSOURCING HUB

- 2.1 **Restrictions:** You agree:
 - 2.1.1 to pay for all Pharma Products purchased by You using MedSourcing Hub (unless You follow a procedure approved by Us for withdrawing an offer to buy);
 - 2.1.2 to deliver all Pharma Products sold by You using MedSourcing Hub (unless You follow a procedure approved by Us for withdrawing an offer to sell);
 - 2.1.3 that We do not usually offer exclusive rights to item or service exposure on MedSourcing Hub (and that We may display third party advertisements on MedSourcing Hub);

- 2.1.4 not to manipulate the price of any Pharma Products offered for sale (or offer any of them for sale otherwise than at a stated fiat currency value);
- 2.1.5 not to use MedSourcing Hub to offer for sale or communicate anything which may be unlawful, false, inappropriate, counterfeit, inaccurate, misleading (whether as to prices, certifications or availability of Pharma Products or otherwise), offensive, illegal, defamatory, libellous, harmful or in breach of a third party's rights and (except as expressly agreed by Us in writing addressed to You) not to use MedSourcing Hub to promote spam or unsolicited communications;
- 2.1.6 not to attempt to gain access to any part of MedSourcing Hub by entering incorrect information or manipulate any feedback or ranking indicator provided by MedSourcing Hub (and that We may remove meta-tags, URL links and similar content that You introduce to MedSourcing Hub);
- 2.1.7 not to use any robot, spider, scraper or other automated means to access information made available through MedSourcing Hub and not re-publish or re-purpose any information screen produced or presented by MedSourcing Hub;
- 2.1.8 not to use MedSourcing Hub to obtain commercially sensitive information which is not obviously intended to be available to You or to circumvent the legitimate commercial interests of any person;
- 2.1.9 not to reverse engineer or to attempt to amend, copy or emulate any part of MedSourcing Hub, not to attempt to gain unauthorised access to MedSourcing Hub or any connected system (and to use all reasonable endeavours to prevent any unauthorised access to, or use of, MedSourcing Hub) and not to seek to exploit any insecurity, vulnerability or apparent (or suspected) error or defect in MedSourcing Hub or any third party content;
- 2.1.10 not to infringe Our or any other person's industrial, moral or intellectual property rights or collect information about users without their express consent or collate, store or use contact information obtained through the use of MedSourcing Hub without consent of the relevant user (who may be an individual or corporation);
- 2.1.11 not to circumvent any technical measures implemented to prevent access to any part of MedSourcing Hub or use any service that copies, emulates or integrates with MedSourcing Hub or seeks to circumvent MedSourcing Hub or uses any functionality offered by any part of MedSourcing Hub's API (other than services that We confirm to You in writing have been developed to integrate with MedSourcing Hub); and
- 2.1.12 not to onward provide any service facilitated by MedSourcing Hub to any third party.
- 2.2 **Account details:** You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your electronic devices, and to the extent permitted by applicable law, You agree to accept responsibility for all activities that occur under Your account. You should take all necessary steps to ensure that Your passwords are kept secure and should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner.
- 2.3 **Our marks:** The name "MedSourcing Hub" and other marks, logos, designs and phrases that We use in connection with Our business are trademarks, service marks, or trade dress of MedSourcing Hub in the UK and other countries. They may not be used unless expressly authorised by MedSourcing Hub in writing.
- 2.4 **Legally binding:** If You are registering with MedSourcing Hub as a business entity or on behalf of a business entity, You represent that You have the authority to legally bind that entity.
- 2.5 **Suspension etc:** You agree that We may limit, suspend or cancel any account at any time for any reason (and need not give any reason).

3. TRANSACTIONS

- 3.1 The following conditions apply to the sale and purchase of Pharma Products on MedSourcing Hub.
- 3.1.1 Buyers may use MedSourcing Hub to issue requests to be supplied with Pharma Products to which Sellers may respond with quotes to supply such Pharma Products.
 - 3.1.2 Once the Buyer accepts a quote from a Seller, a contract is formed between Us and the Buyer for the sale by Us of the relevant Pharma Products in accordance with Our Terms and Conditions of Sale and a contract is formed between Us and the Seller for the purchase by Us of the relevant Pharma Products in accordance with Our Terms and Conditions of Purchase].
 - 3.1.3 The Seller agrees to pay Us Fees as determined by reference to our commercial terms as set out at [<https://iethico.com/commercial-terms>] from time to time, plus VAT.
- 3.2 From time to time, We may act as a Seller and in such instances it will be made clear on MedSourcing Hub that We are the Seller. Where we act as Seller, We may add a mark up to the cost we paid for the Products.

4. SELLER PROVISIONS

- 4.1 As a Seller offering Pharma Products for sale You warrant and represent to Us and Buyers (throughout the period that the relevant Pharma Products are indicated on MedSourcing Hub to be available) that:
- 4.1.1 You may lawfully offer the relevant Pharma Products for sale;
 - 4.1.2 the description the relevant Pharma Products given is accurate and not misleading; and
 - 4.1.3 You have available stock of the Pharma Products;
 - 4.1.4 You shall only list Pharma Products which comply with all applicable legislation and regulations affecting their manufacture, packaging and labelling.
- 4.2 As a Seller You are responsible for ensuring that Your applicable terms and conditions are made available to users of MedSourcing Hub who may wish to place an Order for Pharma Products supplied by You. Sellers accepting an Order represent that the Pharma Products the subject of the Order, will be despatched as agreed (or in the absence of specific agreement, as soon as reasonably practicable).
- 4.3 **All costs and terms stated:** Offers of Pharma Products for sale by Sellers must be stated inclusive of all costs (such as import/export duties and the cost of shipping) but excluding VAT which shall be payable in addition.
- 4.4 **Fees:** As a Seller You are liable to pay Us the Fees on each Order. We may deduct Fees owed to Us from amounts otherwise payable to You or (to the extent not so deducted) submit at the end of any month a summary of Fees then payable by You. You agree that if We submit such summary to You, You will pay the amount owed within 30 days of receipt of the summary.

5. BUYER PROVISIONS

- 5.1 **Offer to buy:** When placing an Order You are deemed to give a representation that You may lawfully buy the Pharma Products the subject of the Order.
- 5.2 **Responsibility:** As a Buyer You are responsible for reading the full item listing and making such other enquiries as are appropriate before placing an Order.
- 5.3 **All costs and terms stated:** Offers of Pharma Products for sale on MedSourcing Hub are stated as inclusive of all costs (such as import/ export duties and the cost of shipping), but excluding VAT which shall be payable in addition..

6. CONFIDENTIALITY, DATA SECURITY AND PRIVACY

- 6.1 **Confidentiality:** Each party undertakes that it shall not without the prior written consent of the other party make the other party's confidential information or data that is shared through the

use of MedSourcing Hub available to any other party (or use such confidential information or data to give any such person a commercial advantage which it would not have had but for the use of MedSourcing Hub). This undertaking does not operate to restrict Our use of any information provided by You for what are obvious and reasonable uses in order to permit Us to provide MedSourcing Hub and functionality that it advertises, nor does it inhibit Our collection, use and publication of aggregated anonymised data. We or You may disclose any information if required to do so by law, regulation or competent authority.

6.2 **Your privacy:** For information regarding the processing of personal data by MedSourcing Hub, including sharing such data with third parties and Your rights as a data subject, please see Our [Privacy policy](#).

6.3 **Use of data:** You agree that We are free to use any data (other than personal data and confidential information) that We collect as a result of Your usage of MedSourcing Hub (or any other interaction You or Your representatives have with Us). Save in respect of loss of personal data You agree that Your sole and exclusive remedy resulting from any loss or damage to data, shall be for Us to use reasonable commercial endeavours to arrange for lost or damaged data to be restored through any back-up controlled by Us.

6.4 **Controller:** You and We shall process personal data received under and/or in connection with this Agreement each as a separate and independent controller. You are individually and separately responsible for complying with the obligations that apply to You as a controller under applicable data protection laws. You shall comply with Your obligations under applicable data protection laws (including but not limited to the UK GDPR).

7. LIABILITY LIMITS

7.1 We will use reasonable endeavours to ensure that availability of MedSourcing Hub is uninterrupted and that transmissions will be error free. Your access to MedSourcing Hub may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction but accept no liability for the same.

7.2 **Non-excluded liabilities:** Nothing in this Agreement excludes Our liability:

- 7.2.1 for death or personal injury caused by Our own negligence;
- 7.2.2 for loss resulting from Our own fraud or fraudulent misrepresentation; or
- 7.2.3 to the extent that law provides that any liability may not be excluded.

7.3 **Cap on liability:** Subject to clause 7.2:

- 7.3.1 We shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or loss arising from corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising out of or in connection with Your use of MedSourcing Hub
- 7.3.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - (a) use of, or inability to use, MedSourcing Hub; or
 - (b) use of or reliance on any content displayed on MedSourcing Hub,
 and our only liability to you will be as set out in a contract for the sale or purchase of Pharma Products.

7.4 **Express representations etc only:** You agree that except as expressly and specifically provided in this Agreement all warranties, representations, conditions and all other terms of any kind whatsoever which may be implied to Our detriment or cost (whether by statute, common law or otherwise) are, to the fullest extent permitted by applicable law, excluded from this Agreement.

7.5 **Your liability:** You agree to indemnify Us against all liabilities, damages, fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and

professional costs and expenses) suffered or incurred by Us as a result of Your improper use of MedSourcing Hub or Your breach of any law, rights of a third party, any provision of this Agreement or as a result of any undertaking, warranty or representation given or made by You in this Agreement not being true or adhered to.

- 7.6 **Breach by others:** You agree that nothing in this Agreement or the arrangements between You and Us results in Our having any liability to You in respect of any offer made or action taken by any other person using MedSourcing Hub or any content published on MedSourcing Hub or communication completed through MedSourcing Hub.

8. GENERAL

- 8.1 **Force majeure, validity and breach:** We shall have no liability to You under this Agreement if We are prevented from or delayed in performing Our obligations under this Agreement, or from carrying on business, by events beyond Our reasonable control. If any provision of this Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. We do not guarantee that We will take action against breaches of this or any other agreement (and assume no obligation to do so in any circumstances).
- 8.2 **Variation:** We may amend this Agreement at any time by email, or by posting the amended terms on MedSourcing Hub. All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of MedSourcing Hub after that effective date constitutes Your acceptance of them. The policies and our terms of sale and purchase posted on Our sites may be changed from time to time (and such notified changes shall have immediate effect as soon as posted). Changes take effect when We post them on MedSourcing Hub or Our website. Save as provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and approved by the parties.
- 8.3 **Publicity:** You may not without Our prior written consent make any public comment about this Agreement or Your dealings with Us. We may announce that We provide services to You.
- 8.4 **Entire agreement:** This Agreement constitutes the whole agreement between You and Us in relation to Your use of MedSourcing Hub and supersedes any previous agreement between You and Us relating to the same subject matter. You acknowledge and agree that in entering into this Agreement You do not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 8.5 **Assignment:** You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under this Agreement. We may assign Our rights or obligations under this Agreement.
- 8.6 **No partnership or agency:** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 8.7 **No IP transfer:** Nothing in this Agreement operates to transfer any intellectual property rights between the parties.
- 8.8 **Severability:** If any term of this Agreement is deemed invalid, void or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining terms
- 8.9 **Third party rights:** Save as provided in paragraphs 1.1 and 8.10, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 8.10 **Notices:** We may give You notice by alert notification through MedSourcing Hub. Any other notice required to be given by You under this Agreement shall be in writing and sent to debra@iethico.com.
- 8.11 **Policies:** By accepting this Agreement You accept Our policies and other terms and conditions notified to You (whether through MedSourcing Hub, Our website or otherwise) from time to time. These policies include Our privacy policy as well as Our anti-fraud policies, use of MedSourcing Hub guidelines and the scope of the right to access and use MedSourcing Hub granted by the terms and conditions in this Agreement.
- 8.12 **Governing law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.13 **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).