

Preferred Pharmacy Terms

These are the standard terms which the Nampharm Community provides to all third party Preferred Pharmacies who register on our Platform to act as a collection point and delivery service for orders made by Nampharm Community customers.

1. Who we are and how to contact us

We are Nampharm (Proprietary) Limited, operating the Nampharm Community Platform, a limited company (registration number 98/549). We are based at 12 Gold Street, Windhoek, Namibia. For information on the best way to contact us, see www.nampharmcommunity.com.na (“**Nampharm**” or “**Nampharm Community**”).

2. When these terms apply

- 2.1. These terms apply to pharmacies on Nampharm Community, our online Platform. For previous versions of these terms (and the policies referred to in them) as well as the dates they applied can be requested from Nampharm Community.
- 2.2. These terms once accepted shall apply for as long as you are registered as a Preferred Pharmacies on our Platform. You may cancel your registration at any time contacting Nampharm Community directly, or through your representatives.

3. Definitions specific to these terms

- 3.1. “**Nampharm Orders**” means orders made by customers for Nampharm Products.
- 3.2. “**Nampharm Products**” means products listed on the Platform by Nampharm.
- 3.3. “**Pharmacy Orders**” means orders made by customers for Pharmacy Products.
- 3.4. “**Pharmacy Products**” means products listed on the Platform by the Preferred Pharmacy.
- 3.5. “**Preferred Pharmacy**” means you, who by accepting these terms becomes a Nampharm Community Member, will sell health and wellness products on the platform and will facilitate in being a collection point or delivery service for customers from the address identified in your application.
- 3.6. “**Platform Fee** ” means the percentage markup fee added onto the cost of the Nampharm Products, which is provided by you.

3.7. **“Service Fee”** means the percentage fee charged by Nampharm Community to Preferred Pharmacies for facilitating transactions on the Platform for Pharmacy Products, which may change from time to time in Nampharm’s Sole Discretion.

3.8. **“Products”** means both the Nampharm Orders and the Pharmacy Orders.

4. Appointment

4.1. Upon the acceptance of your application, you will be appointed, which appointment you accept by accepting these Terms, as a Preferred Pharmacy, whereby you agree to act as a Nampharm Community Member. The Platform will allow customers to order Nampharm Products and Pharmacy Products and customers may select you as their preferred pharmacy for collection and delivery. In this your role will include the following services:

4.1.1. **Process Pharmacy Orders:** Customers may order products listed by you. The Platform will confirm the order and process the payment. You will be required to prepare the Pharmacy Orders for collection or delivery.

4.1.2. **Process Nampharm Orders:** Customers may order Nampharm Products and select you as their preferred pharmacy. Nampharm on receipt of the payment will prepare the Nampharm Order to be delivered to you to serve as the collection point or delivery. On receipt of the Nampharm Order you accept all title and risk for the Nampharm Order. The Platform will facilitate the confirmation of the order and payment.

4.1.3. **Collection Point:** When customers select you as their preferred pharmacy, you will act as a collection point for customers to collect their ordered Products.

4.1.4. **Delivery Service:** To provide delivered services of the Products if available.

(all collectively the **“Services”**)

4.2. Nampharm Community agrees to pay you the Platform Fee as a rebate for accepting title and risk for the Nampharm Order and transacting with customers on the Platform. You hereby agree that each order for Nampharm Products is firstly purchased by you from Nampharm, thereafter they are resold to the customer with your Platform Fee and other fees added to the price, all of which is processed by the Platform. Therefor all orders for Nampharm Products are:

4.2.1. Firstly a purchase transaction between Nampharm and you; and

4.2.2. Secondly a sale by you to the customer.

4.3. Nampharm Community is entitled to charge you the Service Fee.

5. Order and Collection Obligations

5.1. By signing up as a Preferred Pharmacy you agree to use your facilities to:

5.1.1. accept title and risk for products delivered to you by Nampharm Community, keep the products safe and in good condition and act as a delivery service or collection point for our customers to collect the products;

5.1.2. use your facilities, including your delivery capabilities if available, to accept products delivered by Nampharm Community to you and handover said products to customers according to the information provided on our Platform; and

5.1.3. you will prepare, handle and store all Products safely so as to retain the condition of the Products and in accordance with all applicable laws, which shall include without limitation all laws, regulations and ordinary practices governing time or temperature controls as required for hygiene and safety.

6. Fees and Payment

6.1. Nampharm Products will be listed on the Platform at our sale price with your Platform Fee added. Therefore, when customers order Nampharm Products, said products are sold to you, which you accept, and then resold to the customer, as set out above.

6.2. As payment for the Services, the following payments will be made for each order:

6.2.1. You will pay Nampharm Community for the Nampharm Orders.

6.2.2. Nampharm will pay you the Platform Fee in respect of all Nampharm Orders.

6.2.3. You will pay Nampharm the Service Fee.

6.2.4. All other fees specific to you are charged to the customer.

6.3. You accept that Nampharm Community facilitates each transaction on the Platform and that all funds received from orders are kept in a bank account controlled by Nampharm Community. You agree that Nampharm will pay out fees due to you net of any amounts due to Nampharm Community, allowing for set offs made at Nampharm's discretion of amounts owed to each party.

6.4. In the event of a dispute of amounts due to each party, a certificate issued by a person authorized by Nampharm indicating all entries, transactions and amounts due to each party will serve as *prima facie* evidence of all amounts due to each party. Further, that Nampharm elects an auditor to make a determination on any dispute arising from funds due to each party, which you accept as final and binding.

- 6.5. Nampharm Community will settle all fees due on a weekly basis as agreed between us and as set out in your Nampharm Community application process. Nampharm may change its process on settlement of fees and you will be notified 7 (seven) days before any change is implemented.
- 6.6. The Platform Fee is your markup and Nampharm has no discretion on what you choose. Nampharm may recommend a Platform Fee to you, which you are not obliged to accept.
- 6.7. The Service Fee may be amended from time to time with Nampharm's sole discretion with 7 (seven) days notice to you.
- 6.8. You must inform Nampharm of any additional fees you intend to charge customers to be included on the Platform.
- 6.9. For the avoidance of doubt, you will not be entitled to charge Nampharm any fees not specifically set out in these terms.

7. Collection and Delivery Terms

- 7.1. By accepting to act as Preferred Pharmacy you accept the following terms and conditions as binding for your collection and/or delivery services.
- 7.2. You are appointed as a Preferred Pharmacy on an independent contractor basis, who has indicated in their application process that they have the facilities to keep orders safe and to handover orders to customers within a reasonable time.
- 7.3. The collections and deliveries, if available, will be performed by you and your employee, workers, contractors or agents who are not affiliated with Nampharm Community and you agree that we have no control over the Products once placed in your care.
- 7.4. You will receive orders prepared by Nampharm Community and will be informed of the particulars of the customer to identify them and the collection time.
- 7.5. You shall take title over the Nampharm Orders on receipt and will be liable for all damage and loss of the Products when under your control.
- 7.6. You will indemnify, defend and hold harmless Nampharm Community for all orders left in your care for collection against all losses with respect to claims by customers arising from:
 - 7.6.1. Damage, loss, theft or expiration of ordered Products under your control; and
 - 7.6.2. Negligence, fraud or willful misconduct by you or your employees, contractor or agents.

- 7.7. You will be required to provide terms and conditions regarding returns and refunds to which the Platform will ensure the customers accept when selecting you as their preferred pharmacy. Your terms and conditions will be the applicable terms and conditions for all refunds and returns related to the Nampharm Products and the Pharmacy Products. For return and refunds between you and Nampharm Community for Nampharm Products, you have already been provided and accepted said terms when registering your profile on Nampharm Community.

8. Your use of Our Systems

- 8.1. You may only use our Platform and the other computer systems that support, operate and comprise Nampharm Community ("**Our Systems**") for receiving notices, information and orders for the Services.
- 8.2. You agree to use all reasonable security practices to prevent unauthorized access or damage to Our Systems. These practices include but are not limited to:
- 8.2.1. Making sure any devices you use to access Our Systems have up to date anti-virus protection and not introducing any viruses into Our Systems;
 - 8.2.2. Ensuring that your log-in details and passwords for Our Systems:
 - 8.2.2.1. are only used by your employees;
 - 8.2.2.2. are not shared between users; and
 - 8.2.3. Telling us immediately if you think that log-in details or passwords are being or may be used in an unauthorized way or that the security of Our Systems has been compromised in any other way.
- 8.3. Except as permitted by any applicable law which you and we can't agree to exclude, you mustn't:
- 8.3.1. Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Our Systems in any form or media or by any means.
 - 8.3.2. Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Our Systems.
 - 8.3.3. Access all or any part of Our Systems to build a product or service which competes with them.
 - 8.3.4. Use Our Systems to provide services to third parties or allow or assist third parties to access Our Systems.

8.3.5. Create multiple accounts to evade punishment or avoid restrictions.

9. Creating your profile on Nampharm Community

9.1. You must create a Preferred Pharmacy profile on Nampharm Community. Once completed you can be selected by customers as a collection point or delivery service. You represent and warrant that you'll:

9.1.1. You will adhere to our written instructions regarding the keeping and handover of orders.

9.1.2. You will ensure that the ordered Products are available for collection during the timeframe set out on the Platform.

9.1.3. You will keep safe and in good condition any and all Products provided by us which must be kept for collection or delivery.

10. What we do when a customer orders

10.1. Customers ordering Products from Nampharm Community must have accepted our standard customer terms. When a customer orders one of your products from Nampharm Community, we:

10.1.1. Send the customer an order confirmation.

10.1.2. The Platform accepts payment once the order is confirmed.

10.1.3. Promptly inform you of the customer order.

10.1.4. We prepare the order and will deliver the Nampharm Products to you or you prepare the Pharmacy Order and prepare the products for collection or delivery.

10.1.5. We affect all payments of fees and funds due to you on a predetermined basis allowing for set off for Nampharm Orders purchased by you to settle customer orders.

11. Dealing with customers

11.1. You must deal promptly and professionally with any customer. You must liaise with us if the question relates to any part of the process we're involved in. You and we will cooperate with each other in trying to resolve any such questions.

11.2. We'll tell you if a customer complains about you regarding the Services, including any complaints that products have not been handed over

- 11.3. You must deal with complaints we tell you about, and any complaints you receive directly from customers, and honour any additional commitments or guarantees you've made in your product listing or other marketing or advertising.
- 11.4. You must keep detailed records of how you've dealt with customer complaints and share them with us if requested.

12. Limitation of liability

- 12.1. In no event shall a party be liable for any claim for any indirect, willful, punitive, incidental, exemplary, special or consequential damages, for loss of business profits, or damages for loss of business or any third party arising out of this terms, or loss or inaccuracy of data of any kind, whether based on contract, delict or any other legal theory, even if such party has been advised of the possibility of such damages.

13. Termination of Preferred Pharmacy

- 13.1. You may cancel your registration as a Preferred Pharmacy at any time on our Platform provided that all amounts due to Nampharm Community have been settled and all orders accepted before your cancellation are completed without any prejudice to Nampharm Community or our customers. Nampharm Community will settle all outstanding amounts due to you within 30 days from your cancellation.
- 13.2. Nampharm Community may terminate your registration as a Preferred Pharmacy for any breach of any of our terms with 7 (seven) days notice of said breach in the event that said breach has not been cured in the 7 (seven) days notice period. Nampharm Community will only be required to pay you for Services completed not related to said breach and any fees payable for Services that are related to said breach may be withheld until cured or forfeited to Nampharm Community in the event of termination.

14. Governing law and jurisdiction

- 14.1. These terms shall be governed by, construed and interpreted in accordance with the laws of Namibia.
- 14.2. We each irrevocably agree that the High Court of Namibia shall have jurisdiction and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these terms and for such purposes, irrevocably submit to the non-exclusive jurisdiction of such Court.

15. General

Whole agreement

- 15.1. These terms and all other Nampharm Community Terms constitute the whole of the agreement between us relating to the Services, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in these terms shall be binding.
- 15.2. These terms supersedes and replaces any and all agreements between the us and undertakings given to or on behalf of the you in relation to the subject matter hereof.

No assignment

- 15.3. Subject to these terms and all other Nampharm Community Terms, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by you without the prior signed written consent of Nampharm Community, save as otherwise provided herein.
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