

TERMS AND CONDITIONS

Welcome to the Pharm Market website (the "Site"). These terms and conditions ("Terms and Conditions") apply to the Site, Pharma Global Mena LTD and all of its divisions, subsidiaries, and affiliate operated Internet sites which reference these Terms and Conditions.

By accessing the Site, you confirm your understanding of the Terms and Conditions, and you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions of use, you shall not use this website. The Site reserves the right, to change, modify, add, or remove portions of these Terms and Conditions of use at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions of use regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions of use constitutes your acceptance of those changes.

Please read these Terms and Conditions carefully before using the website and services offered by Pharm Market. This Terms and Conditions sets forth the legally binding terms, conditions and policies for your use of the website at www.pharma.markel (the "site") and all services provided by Pharm Market and its affiliated websites in its respective countries. By registering or using these services, you agree to accept the terms of this Terms and Conditions, including the conditions and policies that are used for each registering service.

By using the Site in any manner, including but not limited to visiting or browsing the Site, you (the "merchant" or "you") agree to be bound by this Terms and Conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. This Terms and Conditions apply to all merchants of the Site.

The contents of this Terms and Conditions include the main body as well as all the terms, conditions and policies including (but without limitation) legal statements, privacy provisions, and etc. that have been or will be published or released by Pharm Market.

PHARM MARKET IS A MARKETPLACE

Pharm Market acts as a marketplace to allow merchants who conform to Pharm Market's policies to offer and sell certain goods within an optimized-price format. Pharm Market is not directly involved in the transaction between customers and sellers. As a result, Pharm Market has no control over the quality, safety, morality or legality of any aspect of the items listed, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of customers to pay for items. Pharm Market cannot ensure that a customer or seller will actually complete a transaction.

Consequently, Pharm Market does not transfer legal ownership of items from the seller to the customer.

You agree that Pharm Market is a marketplace and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other merchants, or outside parties on Pharm Market. You use the Pharm Market's service at your own risk.

To the fullest extent permitted by law, you and your affiliates waive the claims, while Pharm Market and Pharm Market affiliates are not responsible for:

- (a) any statements, guarantees, services in this Terms and Conditions, and expected transactions, including merchantability, applying to particular purposes or any implied warranties of not torts;
- (b) implied warranties based on the transaction process, the performance of the contract or trading practices course of dealing; and

(c) any duties, responsibilities, rights, claims or tort reliefs, whether or not they are due to Pharm Market's negligence.

If you have disputes with the third party over your products, you and the third party shall not claim any rights and damage compensation of any kind and nature (including actual damage and indirect damage), no matter these claims, requirements and compensation of damages are known, ensured or released.

MEMBERSHIP ELIGIBILITY

Country of incorporation: Pharm Market's merchant services are available only to, and may only be used by, legal entities duly registered and incorporated in accordance with the laws of appropriate MENA Region member country. You represent and warrant that you are legal entity duly registered and incorporated in accordance with the laws of appropriate MENA Region member country.

Pharm Market may, in its sole discretion, refuse to offer access to or use of the Site to any entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions.

Compliance: You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by Pharm Market's policies as stated in the Pharm Market policy documents as well as all other operating rules, policies and procedures that may be published from time to time on the Site by Pharm Market, each of which is incorporated herein by reference and each of which may be updated by Pharm Market from time to time without notice to you.

In addition, some services offered through the Site may be subject to additional terms and conditions promulgated by Pharm Market from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into this Terms and Conditions by this reference.

As a legal person, you promise and guarantee that during the period of registration and agreement:

- (a) you are legally established in accordance with law, validly existing and in good operation;
- (b) you have all the necessary legal qualifications, rights, capabilities and authorities to sign this Terms and Conditions, fulfil duties accordingly and grant rights, licensing and authority required by this Terms and Conditions, and have the permissions, approvals and licenses required by your business; and
- (c) you and your affiliates will comply with all applied laws to fulfil your rights and duties in this Terms and Conditions.

Password: Keep your password secure. You are fully responsible for all activities, liabilities and damages resulting from your failure to maintain password confidentiality. You agree to immediately notify Pharm Market of any unauthorized use of your password or any breach of security. You also agree that Pharm Market cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and password information in combination to any other party other than Pharm Market without Pharm Market's express written permission.

Account Information: You must keep your account information up-to-date and accurate at all times, including a valid email address. To sell items on Pharm Market you must provide and

maintain valid payment information such as a valid bank account. If you do not comply with the aforementioned provisions, you assume all responsibility for losses.

Account Transfer: You may not transfer or sell your Pharm Market merchant account and username to another party. You should prove that you have the right to assign the agreement, and the validity should be vested in the entity.

Right to Refuse Service: Pharm Market's services are not available to temporarily or indefinitely suspended Pharm Market members. Pharm Market reserves the right, in Pharm Market's sole discretion, to cancel unconfirmed or inactive accounts. Pharm Market reserves the right to refuse service to anyone, for any reason, at any time.

FEES AND BILLING

Joining and setting up a shop on Pharm Market is free. Pharm Market does not charge fees for listing an item for sale. Depending on your agreement with Pharm Market, Pharm Market will either take a percentage of the sale. Pharm Market may, at Pharm Market's sole discretion, change some or all of Pharm Market's services at any time. In the event, Pharm Market introduces a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated are in respect of the local currency of the sale which it was placed in.

In certain situations, including but not limited to a void or invalid transaction, Pharm Market may issue a credit for the applicable fees to a seller's billing statement.

You are responsible for paying all fees and applicable taxes associated with using and selling on Pharm Market.

Price: Price is the set product rate by the merchant, including taxes, tariffs and any other applied costs. Merchants are required to list prices and shipping costs for the products they sell through the Pharm Market Marketplace. Pharm Market will pay merchants based on the prices and shipping costs that they list for their products, either paying out a percentage of the price and shipping cost or a set amount based on the price and shipping cost. Pharm Market reserves the right to adjust the prices or shipping costs displayed to users to optimize sales for our merchants. This does not affect the amount or percentage Pharm Market has agreed to pay to the merchant for their orders. A merchant's shipped transactions may be eligible for payment within 90 days of their shipment dates. Pharm Market may unilaterally decide to delay the remittance and withhold the accounts payable to merchants or any other due payment according to this Terms and Conditions, until receiving the confirmation of delivery. Transactions that cannot be confirmed as delivery may be ineligible for payment. Pharm Market will pay merchants for their eligible transactions once a month. This payment will be a net amount: of the merchant's prices (product and shipping) less our charge, per the revenue share or cost.

LISTING AND SELLING

Listing Description: By listing an item on the Site, you warrant that you and all aspects of the item comply with Pharm Market's published policies. You also warrant that you may legally sell the item. You must accurately describe your item and all terms of sale in your Pharm Market shop. Your listings may only include text descriptions, graphics, pictures and other contents relevant to the sale of that item. All items must be listed in an appropriate category with appropriate tags. Each listing must accurately and completely describe the item/items for sale in that listing. If the "in stock" quantity is more than one, all items in that listing must be identical.

Shop Policies: All sellers are urged to outline shop policies for their Pharm Market shop. These policies may include, for example, shipping, returns, payment and selling policies. Sellers must create reasonable policies in good faith and must abide by such policies. All shop policies must comply with Pharm Market's site-wide policies. If there are any differences in shop policies and Pharm Market policies, Pharm Market policies prevail. Sellers are responsible for enforcing their own reasonable shop policies. Pharm Market reserves the right to request that a seller modifies a shop policy.

Binding Sale: All sales are binding. The seller is obligated to ship the order or otherwise complete the transaction with the customer in a prompt manner, unless there is an exceptional circumstance, such as: the transaction cannot be completed, due to laws, regulations, policies, natural disasters, wars, strikes and other unforeseen factors. The cost arising from not completing orders in time shall be undertaken by the merchant.

Fee Avoidance: The price stated in each item listing description must be an accurate representation of the sale. Sellers may charge reasonable shipping and handling fees to cover the costs for packaging and mailing the items. Sellers may not charge excessive shipping fees or otherwise avoid fees. You may not alter the item's price after a sale for the purpose of avoiding Pharm Market transaction fees, misrepresent the item's location, or use another merchant's account without permission.

PROHIBITED, QUESTIONABLE AND INFRINGING ITEMS AND ACTIVITIES

You are solely responsible for your conduct and activities on and relating to Pharm Market and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on Pharm Market. If Pharm Market makes any requirements at any time, the merchant shall provide the written proof of having obeyed the product requirement of Pharm Market and related law as soon as possible. The merchant assumes all responsibility for losses arising from delay.

Restricted Activities: Your Content and your use of Pharm Market shall not:

- a) Be false, inaccurate or misleading;
- b) Be obscene or contain pornography, nudity, or adult material;
- c) Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- d) Host images that are not part of a product listing;
- e) Link directly or indirectly to, reference or contain descriptions of goods or services that are prohibited under this Terms and Conditions;
- f) List any item on Pharm Market (or consummate any transaction) that could cause Pharm Market to violate any applicable law, statute, ordinance or regulation, or that violates this Terms and Conditions;
- g) Be fraudulent (Fraud is the action taken by merchant to deliberately inform customers of false information or conceal the real situation to lure customers into making purchasing) or involve the sale of illegal (Illegal goods refer to the commodity material, goods (including packaging) which contains illegal content), counterfeit (Imitation is the product's trademark being forged or imitated or the product being adulterated without the permission of the owner of registered trademark) or stolen items (Stolen products refer to illegally possessing, secretly stealing or burgling public or private products);
- h) Be defamatory, libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including, without limitation, Pharm Market staff or other merchants), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the

use of similar email address, nicknames, or creation of false account(s) or any other method or device;

i) Violate (or involve the sale of products that violate) upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy; Such prohibited behavior includes (without limitation): 1) selling or displaying items portraying the likeness of a celebrity (including portraits, pictures, names, signatures and autographs); 2) selling or displaying items bearing a third party brand or trademark that you are not authorized to display in such manner or 3) selling any pirated video or recording;

j) Modify, adapt or hack Pharm Market or modify another website so as to falsely imply that it is associated with Pharm Market;

k) Solicit business for, direct sales to, or promote any website, service, or entity outside Pharm Market;

l) Violate this Terms and Conditions; any Pharm Market site policy or community guidelines, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).

Furthermore, you may not list any item on Pharm Market (or consummate any transaction that was initiated using Pharm Market's service) that could cause Pharm Market to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use. Pharm Market has the right to freeze the account temporarily or permanently. Pharm Market reserves the right to refund the loss with your frozen capital.

If Pharm Market has reasonable doubts to believe the merchant consummates any transaction that was initiated using Pharm Market's service that could cause Pharm Market to violate any applicable law, statute, ordinance or regulation, or that violates the right of merchant's account and pay customers or others according to specific compensation standard. All the payments Pharm Market made include (but without limitation) refund, compensation and other fees. Merchants should agree to our decision on user refunds, if they believe they are unduly affected, they should follow Pharm Market's standard merchant dispute route which is to formally inform via mail on the arisen situation. Pharm Market will notice you the result and reserve the right of final explanation. Pharm Market may decide to implement a policy that allows Pharm Market to withhold payment or other due payments according to this Terms and Conditions. If Pharm Market has reasonable doubts to believe any actions or behaviours of the merchant may cause disputes, fees or other claims with customers, Pharm Market has rights to delay payment to the merchant and withhold account payable or other due payments according to this Terms and Conditions, until all investigations of those actions and behaviours have completed. If the merchant conducts above restricted activities or violates this provision, the merchant should pay USD \$500 as penalty per incidence.

You agree that Pharm Market has no obligations to keep information, update information, or send you the latest information in the case of suspending or ceasing your account.

Without limiting Pharm Market's remedies for any violation of any provision above (or any other provision in any other agreement between you and Pharm Market), if Pharm Market (in its sole discretion) determines that you violate any of the above provisions, Pharm Market may, temporarily or permanently, freeze your account (including, without limitation, all capital therein and any payment to you therefrom).

CONTENT

License: Pharm Market does not claim ownership rights in your Content. You grant Pharm Market a license solely to enable Pharm Market to use any information or Content you supply

Pharm Market with, so that Pharm Market is not violating any rights you might have in that Content. You grant Pharm Market a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensing (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow Pharm Market to store or re-format your Content on Pharm Market and display your Content on Pharm Market in any way as Pharm Market chooses. Pharm Market will not alter the form of your trademark (related ratios remain the same). AWOK will only use personal information in accordance with Pharm Market's Privacy Policy.

As part of a transaction, you may obtain personal information, including shipping information, from an Pharm Market user. Without obtaining prior permission from the user, this personal information shall only be used for that transaction or for Pharm Market-related communications. Pharm Market has not granted you a license to use the information for unsolicited commercial messages. Without limiting the foregoing, expressing consent from the user, you are not licensed to add any Pharm Market user to your email or physical mail list. For more information, see Pharm Market's Privacy Policy. Pharm Market does not assume any responsibilities for disputes between you and your customers for using customer information without authorization.

Re-Posting Content: By posting Content on Pharm Market, it is possible for an outside website or a third party to re-post that Content. You agree to hold Pharm Market harmless from any dispute concerning this use.

RESOLUTION OF DISPUTES AND RELEASE

In the event a dispute arises between you and Pharm Market, please contact Pharm Market.

Any disputes arising from or relating to the subject matter of this Terms and Conditions shall be finally settled by arbitration, using the English language. This Terms and Conditions shall be governed, construed and interpreted in accordance with the laws of the United Arab of Emirates, each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Dubai without regard to conflicts of laws provisions thereof and may be modified or waived only in writing signed by both Parties. This Term and Conditions sets forth the entire agreement between the parties hereto with respect to the subject matter hereof. If any provision of this Terms and Conditions is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. Should you have a dispute with one or more users, or an outside party, you release Pharm Market (and Pharm Market's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands, actions, liabilities, rights, duties and damages (actual and consequential) of every kind and nature, known and unknown, determined or possible, certain and uncertain, natural or unnatural, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Pharm Market encourages merchants to report merchant-to-user disputes to your local law enforcement, or a certified mediation or arbitration entity, as applicable.

Pharm Market, for the benefit of merchants, may try to help merchants resolve disputes. Pharm Market does so in Pharm Market's sole discretion, and Pharm Market has no obligation to resolve disputes between merchants and users or between merchants and outside parties. To the extent that Pharm Market attempts to resolve a dispute, Pharm Market will do so in good faith based solely on Pharm Market's policies. Pharm Market will not make judgments regarding legal issues or claims.

INTELLECTUAL PROPERTY

The intellectual property in the Site, materials and e-learn belong to Pharm Market. You acknowledge that:

- all intellectual property rights used by or subsisting in the Site, materials and e-learn are, and shall remain, Pharm Market exclusive property;
- you have no rights in, or to, the Site, materials and e-learn other than to use it for the purposes of your studies;
- you will not at any time make any unauthorized use of, or copy, reproduce, modify, distribute, republish, display, post or transmit any aspect of the Site, materials or e-learn containing such intellectual property rights, nor authorize or permit any person to do so.

ACCESS AND INTERFERENCE

Much of the information on Pharm Market is updated on a real-time basis and is proprietary or is licensed to Pharm Market by Pharm Market's merchants or third-parties. You agree that you will not use any robot, spider, scraper or other automated means to access Pharm Market for any purpose whatsoever, except to the extent expressly permitted by and in compliance with Pharm Market's API Terms of Use or otherwise without Pharm Market's prior express written permission. Additionally, you agree that you will not:

- a) Take any action that imposes, or may impose, in Pharm Market's sole discretion, an unreasonable or disproportionately large load on Pharm Market's infrastructure;
- b) Copy, reproduce, modify, create derivative works from, distribute or publicly display any merchant Content (except for your Content) from the Site or without the prior express written permission of AWOK and the appropriate third party, as applicable;
- c) Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site.

BREACH

Without limiting any other remedies, Pharm Market may unilaterally decide, without notice, and without refunding any fees, delay or immediately remove Content, warn Pharm Market's community of a merchant's actions, issue a warning to a merchant, temporarily suspend a merchant, temporarily or indefinitely suspend a merchant's account privileges, terminate a merchant's account, prohibit access to the Site, and take technical and legal steps to keep a merchant off the Site and refuse to provide services to a merchant if any of the following applies:

investigation, or otherwise a merchant has breached this Terms and Conditions, the Privacy Policy, or other policy documents and community guidelines incorporated herein; Pharm Market is unable to verify or authenticate any of your personal information or Content; or Pharm Market believes that a merchant is acting inconsistently with the letter or spirit of Pharm Market's policies, has engaged in improper or fraudulent activity in connection with Pharm Market or the actions may cause legal liability or financial loss to Pharm Market's merchants or to Pharm Market.

PRIVACY

Except as being provided in Pharm Market's Privacy Policy, Pharm Market will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent. Pharm Market stores and processes Content on computers located in the United States that are protected by physical as well as technological security.

NO WARRANTY

Pharm Market, Pharm Market's subsidiaries, officers, directors, employees, and Pharm Market's suppliers provide Pharm Market's website and services "as is" and without any expressed,

implying or statutory warranty or condition. Pharm Market, Pharm Market's subsidiaries, officers, directors, employees and Pharm Market's suppliers specifically disclaim any implied warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement. In addition, no advice or information (oral or written) obtained by you from Pharm Market shall create any warranty. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

LIABILITY LIMIT

In no event shall Pharm Market, and (as applicable) Pharm Market's subsidiaries, officers, directors, employees or Pharm Market's suppliers be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the site, Pharm Market's services, or this Terms and Conditions, including but without limitation, lost profits, bodily injury, emotional distress, or any special, incidental or consequential damages.

INDEMNITY

You agree to indemnify and hold Pharm Market and (as applicable) Pharm Market's parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Terms and Conditions or the documents it incorporates by reference or your violation of any law or the rights of a third party.

NO GUARANTEE

Pharm Market does not guarantee usable, timely, secure, correct, continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Pharm Market's control. Pharm Market is not responsible for any services breaking down, including (but without limitation) system corruption or other situations that may affect receiving, processing, testing, completion or settlement of the transaction.

LEGAL COMPLIANCE; TAXES

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and any Pharm Market service and, if applicable, your listing, solicitation of offers to purchase, and sale of items. In addition, you shall be responsible for paying any and all taxes applicable to any sales of items you make on the Site (excluding any taxes on Pharm Market's net income).

SALES, CUSTOM AND VALUE-ADDED TAXES

In an effort to remain compliant with respective consumer legislation, we strongly encourage our merchants to maintain good standing with respect to custom and value-added taxes or VAT, where applicable.

Due to separate and applicable tax jurisdictions, purchases may be subject to specific sales, custom or value-added taxes, and the shipping time and associated cost may increase.

Merchants that sell regularly on the Pharm Market platform may be required to reserve for VAT. Although Pharm Market does not require sellers to have a VAT number to sell in our marketplace, merchants may be required to pay for VAT for conducting such business in the applicable tax jurisdictions. As a result, we strongly encourage our merchants to consult with their own tax experts and register for a VAT identification number and reserve such VAT dues accordingly.

You agree that you are responsible for all tax collection and payment among all parties of this Terms and Conditions.

SEVERABILITY

If any provision of this Terms and Conditions is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Terms and Conditions shall remain in full force and effect.

NO AGENCY

You and Pharm Market are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Terms and Conditions. Merchants have no right to represent Pharm Market to make or accept any offers or acceptance. Merchants cannot make any statements at any circumstance that may cause conflict with this term. This Terms and Conditions does not establish an exclusive partnership between merchants and Pharm Market.

SERVICE

Pharm Market reserves the right to modify or terminate the Pharm Market service for any reason, without notice, at any time. Pharm Market reserves the right to alter these Terms of Service or other Site policies at any time, so please review the policies frequently. If Pharm Market makes a material change Pharm Market will notify you here, by email, by means of a notice on our home page, or other places Pharm Market deems appropriate. What constitutes a "material change" will be determined at Pharm Market's sole discretion, in good faith, and using common sense and reasonable judgment.

CHOICE OF LAW

This Terms and Conditions shall in all respects be interpreted and construed with and by the laws of United Arab Emirates

SURVIVAL

Sections Fees and Billing, Content, Resolution of Disputes and Release, Pharm Market's Intellectual Property, Access and Interference, Breach, Privacy, No Warranty, Liability Limit, Indemnity, No Guarantee, Sales, Custom and Value-added taxes, Severability, Service, Choice of Law shall survive any termination or expiration of this Terms and Conditions.

CONTACT

You can contact us by writing or email us at the address below:

Address: 2427 ResCo-work 02, 24th Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE.

E-mail address support@pharma.global