

VERIFARMA WHOLESALERS SERVICES AGREEMENT

GENERAL DISPOSITIONS

This contract for Services is made effective by and between, on the one hand, BDEV EUROPA S.L, with domicile at Carretera de Fuencarral 22, Madrid, Spain, hereinafter referred to as the PROVIDER, and, on the other hand, the company who is accepting this terms and conditions and pays the invoices for the use of "Verifarma Wholesaler" hereinafter referred to as the CUSTOMER, hereinafter jointly referred to as the "Parties" and,

WHEREAS:

- a) BDEV S.A., domiciled at Italia 415, 1ST, Vte. López Buenos Aires, Argentina, is a company that provides informatics solutions and has developed "VERIFARMA", a unique identification and traceability service for pharmaceutical products, and has all the intellectual property rights on this product.
- b) BDEV EUROPA S.L. is a subsidiary company of BDEV S.A. and it is authorized to commercialize the service VERIFARMA under the conditions and with the scope that results from the following clauses.
- c) BDEV S.A., will send an e-mail to the CUSTOMER in order to validate the use of the service and the clauses of the contract, during all the periods detailed in this contract and each one of its renewals.
- d) CUSTOMER is interested in receiving from BDEV EUROPA S.L. the VERIFARMA WHOLESALERS services.
- e) Consequently, the Parties agree to enter the Contract for the provisions of services of unique identification and traceability of pharmaceutical products, pursuant to the terms and conditions established hereinafter:

FIRST CLAUSE. PURPOSE.

CUSTOMER hires PROVIDER so that it provides CUSTOMER with access to the VERIFARMA system (the "System") and provides the services described as follows (the "Services"), under the conditions specified in this Contract.

SECOND. SERVICE. "VERIFARMA" SYSTEM.

VERIFARMA is an informatics system which allows a unique identification and traceability of pharmaceutical and/or medical products from their registration in accordance with a specific procedure. The unique identification shall be executed with data matrix technology, through a printing or label which shall be incorporated to the secondary package of the pharmaceutical product. VERIFARMA WHOLESALERS is a specific solution for pharma distributors.

VERIFARMA WHOLESALERS additionally allows the following basic transactions:

- Verify Pack
- Supplied (dispensed)
- Mark pack as Stolen
- Mark pack as Locked
- Mark pack as Intended for destruction
- Export pack from EU
- Mark pack as Expired
- Mark pack as Sample (Free Sample or Sample NCA)
- Decommissioned
- Communication with the NMVS

VERIFARMA WHOLESALERS SINGLE Plan also includes:

- Execute all the basic transactions
- Web and Mobile access for 1 device
- Bulk Verification
- Customer support via ticketing

VERIFARMA WHOLESALERS ESSENTIAL Plan also includes:

- Execute all the basic transactions
- Web and Mobile access up to 3 devices
- Bulk Verification
- Premium customer support via ticketing

VERIFARMA WHOLESALERS PRO Plan also includes:

- All the Verifarma Essential features
- Multi-user and Multi-site support

The physical infrastructure of VERIFARMA is located in a data center or repository that meets and shall meet the highest standards of physical, electronic and network safety, assuring confidentiality and energy supply.

The information provided to VERIFARMA shall be available for its legitimate user, according to the level of access defined by the CUSTOMER. The person authorized by the CUSTOMER to access the system with

a determined profile shall be considered to be the legitimate user.

THIRD. PRICE AND PAYMENT CONDITIONS

3.1. The price of the Service shall be expressed in Euros.

Cost of the Service for Wholesalers:

- VERIFARMA WHOLESALERS SINGLE: €39 billed monthly or €429 billed annually.
- VERIFARMA WHOLESALERS ESSENTIAL: €135 billed monthly or €1.485 billed annually.
- VERIFARMA WHOLESALERS PRO: €328 billed monthly or €3.608 billed annually.

Cost of the Service for Hospitals and Pharmacies:

- VERIFARMA DISPENSERS SINGLE: €29 billed monthly or €319 billed annually.
- VERIFARMA DISPENSERS ESSENTIAL: €110 billed monthly or €1.210 billed annually.
- VERIFARMA DISPENSERS PRO: €260 billed monthly or €2.860 billed annually.

The prices are expressed in Euros. Taxes are not included.

3.3. The payment period of invoices shall be within 30 days from date of invoice. The payment shall be made in full without deductions and/or compensations whatsoever, except for the tax charges, which pursuant to a provision of the law, the CUSTOMER may act as a deduction agent. Failure to pay on time and in an appropriate manner shall result in the cancelation of the service.

FOURTH. TERM.

The term of this Contract shall be monthly or annually depending on the chosen billing option.

FIFTH. IMPLEMENTATION PERIOD.

The implementation of the System shall take place immediately after the reception of the payment, and has no project management.

SIXTH. LIABILITY OF THE PARTIES.

The PROVIDER or BDEV S.A. shall be liable for:

1. Making available the System to the CUSTOMER
2. Maintaining the physical infrastructure in a data center or repository which assures the provision of Services efficiently, and in particular, providing confidentiality, physical, electronic and network safety measures.
3. Conducting the support and maintenance of the System.

4. Providing the System updates and/or upgrades when applicable due to changes in NMVS system.
5. Providing the System updates and/or upgrades when the CUSTOMER so requires, once the budgets prepared for that purpose have been approved
6. Assuring the storage of information through a “backup policy” executed periodically.
7. Delivering to the CUSTOMER the “back up files” in the event of termination of the Contract.

CUSTOMER'S OBLIGATIONS:

1. Not to alter, nor modify, on its behalf or by any third parties, the structure of the System's original version.
2. To reasonably prevent the intervention of any third party outside the PROVIDER to any of the tasks involved in the System maintenance.
3. To reasonably prevent the duplicate or distribution of the System software copies, or its use by any unauthorized third party.
4. To cooperate with the use of human and material resources as required by the PROVIDER in the execution of the System implementation and maintenance works.

SEVENTH. CONFIDENTIAL INFORMATION.

7.1. Any confidential information that, by reason of this Contract, a party shall provide to the other party or shall provide access to it to the other party, whether in writing or orally (“the Confidential Information”), shall be kept under strict reserve and shall only be used in the benefit of execution of said Contract, and any disclosure and/or revelation to third parties is hereby forbidden, unless agreed to by written consent of the disclosing party.

7.2. The Parties agree that the Confidential Information shall be considered as trade secret and/or secret information. All restrictions and commitments made herein shall be interpreted as additional to any current restriction by virtue of the applicable law.

7.3. The Parties undertake: (i) to treat any Confidential Information with complete confidentiality; (ii) not to reveal, disclose or facilitate, in any form or manner whatsoever, the Confidential Information to third parties without the previous written consent of the disclosing party; (iii) not to make copies, or in any other way reproduce the Confidential Information, with the exception of those necessary for the execution of the Services under this Contract (iv) not to use the Confidential Information for a purpose other than the provision of the Services; (v) to return immediately any and all Confidential Information to the disclosing party upon its request (independently of the execution of this Contract) in any format in which said information has been obtained and/or delivered, as well as any copy of said information which may have been made for the provision of the Services (or to notify, in writing, the destruction of said copies); (vi) to give the Confidential Information the same treatment and care as that used for its own confidential information.

7.4. The disclosure of this Contract to legal or business consultants shall only take place for consulting purposes and under the commitment to extend the same duty of confidentiality.

7.5. The Parties are relieved from the duty of confidentiality when: 1) the confidential information becomes a matter of public knowledge, without any act or omission of the recipient; 2) the confidential information has legitimately been received by the recipient by other means than the present Contract; 3) after said confidential information has been revealed within the framework of the present Contract, said information is received by recipient by means of a third party who possesses the information legitimately and is under no duty of confidentiality; 4) the content of the information is product of the recipient's own development, previously preserved in written records; 5) when there is a duty to disclose said information by reason of a legal disposition or a court order. In this case, the recipient of the confidential information shall give immediate notice to the disclosing party, in order to obtain a court order protecting said information.

7.6. The recipient of the confidential information shall hold the disclosing party harmless against any damages that may be caused by recipient's disclosure which is in violation of the provision of this section

EIGHTH. PROPERTY RIGHT.

The PROVIDER retains any property rights and confidential information related to the System, including the software provided and all the modifications, additions, derivative works, configurations, translations, upgrades and updates applied to the Services.

NINTH. SYSTEM WARRANTY. INDEMNIFICATION.

9.1. The PROVIDER accepts sole and exclusive responsibility for any claim asserted against the CUSTOMER that may arise by reason of the provision of the Services and/or use of the System, made by any third party, arising from infringement of trademark rights, trade secrets, copyrights or any other intellectual property right. In this sense, the PROVIDER agrees to hold the CUSTOMER harmless from all actions or claims made by third parties arising from the use of the System and/or from the infringement of any copyright, trademark, trade secret or any other intellectual property right.

9.2. This warranty shall be effective as long as: 1) within the term of 5 days of having been notified, the CUSTOMER informs the PROVIDER the existence of that claim or action by formal notice, thus conferring exclusive control over the response, defense or settlement of such claim; and 2) the CUSTOMER provides the cooperation and assistance as reasonably required by the PROVIDER in such response, defense or settlement.

9.3. The PROVIDER shall not be liable for any claim based on the use of any version of the System modified or altered by the CUSTOMER or a third party on behalf of the CUSTOMER as long as said claim could have been prevented if an original version had been used.

TENTH. SERVICE LEVEL.

10.1 PROVIDER undertakes to use its best efforts to provide their Services without interruptions or errors. Eventual deficits which may cause the interruption and/or errors in the System shall be assisted by the PROVIDER with appropriate speed according to the severity of each incident. The PROVIDER shall deal with the incidents, according to their severity, within the time limits set forth in the following schedule:

Priority	Detail	Response time	Standard Resolution Time	Maximum Resolution Time
Critical	- Platform not available -Lack of transmission of information to the corresponding authority according to regulations	Immediate	6 hours	24 hours
High	High-impact problem. Production continues but it's imperfect. Significant threat to CUSTOMER which poses a threat to future productivity.	4 hours	24 hours	48 hours
Medium	The service is still working with minor issues. The operation can continue with minimal impact on performance.	12 hours	48 hours	120 hours
Low	Operational or technical inquiry. The operation is running normally.	24 hours	72 hours	120 hours
Scheduled	Implementation of non-urgent solution changes.	Scheduled	Scheduled	Scheduled

10.2. Definitions and considerations:

-Response time: It is the time between the reception of the incident and the start of its analysis. This time does not imply any solution.

- Standard Resolution Time: It is the standard time to give a solution to the incidence communicated by the user.

- Maximum Resolution Time: It is the maximum time to give a solution to an incident.

- If any incidence required to be moved into the CUSTOMER's premises, the time between the transfer decision until the arrival at the premises would not be considered as Resolution Time.

-Servers shall be operational 7 days a week, 24 hours a day with a minimum availability level of 99, 85%.

-Resolution time for critical and high severity incidents shall be counted in consecutive hours, excluding Saturdays, Sundays and holidays.

The service will be only in English and Spanish.

ELEVENTH. NON-COMPLIANCE. TERMINATION OF CONTRACT.

11.1. Upon execution of this Contract, notwithstanding the resolution deadlines for interruptions and/or errors established herein, in the case of any default by the PROVIDER and/or any default by the CUSTOMER, the party in compliance may request the party in breach to, within a period of fifteen (15) days, remedy any such non-fulfillment. Upon expiration thereof if the deficiency has not been remedied, the party in compliance may terminate the Contract and claim direct damages resulting from the non-performance.

The following causes shall not be considered non-performance of the obligations by the PROVIDER:

a) Unavailability of the requirements as requested by the PROVIDER to install the System in the CUSTOMER's terminals.

b) Lack of access to the human resources as indicated by the CUSTOMER when their intervention is required for training staff, implementing and/or installing the system.

c) Lack of connectivity and/or driving force and/or energy at the sites where servers and/or terminals of the customers the system is used/installed.

11.2 Both Parties shall be entitled to terminate the Contract immediately, without prior notice, and with no right to any compensation, in case the other party was subjected to arrangement with creditors or petition for bankruptcy, or if legal proceedings were initiated to obtain their settlement. In the event of this happening, the party enforcing said right shall duly notify the other party about their decision, which will be effective as from the date of receipt of said notification.

TWELFTH. ACT OF GOD. FORCE MAJEURE.

12.1. The definition, scope and effects of the acts of God or force majeure events shall be governed by the Civil Code of Spain. The Parties agree that the following events shall in no case be classified as acts of God or force majeure events: any default by one of the Parties under the obligations assumed under this Contract; any events resulting from negligent or intentional actions of a non-compliant party; any errors or omissions, breach of laws, regulations or any other legal dispositions.

12.2. The Parties shall not be liable for any obligations imposed on them if said breach was due to acts of God or force majeure events, such as state of war, insurrection or any government action which makes the temporary execution or any other procedure for enforcing the obligations assumed herein impossible.

THIRTEENTH. ASSIGNMENT.

This Contract shall not be assignable and no party shall assign and/or transfer the rights and obligations assumed herein, except with the previous written authorization of the other party, provided that a party shall have the right to assign this Contract without the prior written consent of the other party to an affiliate or in connection with (i) a divestment of all of its business or assets relating to the product or products that are the subject of this Contract (ii) the sale or transfer of all or substantially all of its assets or a majority of its outstanding stock or (iii) a merger or other consolidation with another entity. Any assignment made in breach of this clause, shall be unenforceable against the assigned party, who shall be entitled to terminate the Contract immediately. Said termination shall not give any right to indemnification and/or compensation in favor of the assignor or and/or any third-party assignee therefore.

FOURTEENTH. SEVERABILITY.

The nullity, invalidity or unenforceability of any of the terms and conditions of this Contract shall not affect nor imply the nullity, invalidity or unenforceability of the rest of the terms and conditions of this Contract. In consequence, in case any competent court considered any disposition herein was null or unenforceable for any reason, said ruling shall not affect or invalidate the rest of the disposition under this Contract, and the Parties shall make their best efforts to replace the null, invalid or unenforceable clause for another valid and enforceable clause of similar economic content.

FIFTEENTH. ORDER OF PREFERENCE.

The terms of this Contract shall be applicable to each order of service and/or purchase. In case of any dispute arising between the Contract and an order of service and/ purchase, the first ones shall enjoy

preference, except that the Parties expressly request the contrary.

SIXTEENTH. RELATION BETWEEN THE PARTIES. INDEPENDENCE.

16.1. The Parties expressly declare that they are technically, legally and economically independent companies and that, upon execution of this Contract, there shall not be any relation other than the one arising by reason thereof. Nothing in this Contract shall be interpreted as a working relation between one of the Parties and the employees of the other party, nor as any employment, partner, employer-employee, joint venture, fiduciary and/or beneficiaries' relation between the CUSTOMER and the PROVIDER.

16.2. This Contract does not imply the existence of any partnership between the Parties, and each of the Parties shall be independent of each other. The PROVIDER shall provide the CUSTOMER with the Services autonomously, independently, non-exclusively and non-subordinate, with its own organization and employing staff under its own responsibility.

16.3 Each party is exclusively responsible for the fulfillment of the obligations arising from the Law on Employment Contracts and/or the applicable collective employment agreements, as well as the obligations derived from the social security and pension systems, the law of labor risks, and any obligations derived from their own employees or recruited staff, for the purposes of the fulfillment of the obligations assumed herein.

16.4. The Parties assume unique and exclusive responsibility for any judicial and/or extrajudicial claim, which may be filed by their own staff or any third party hired by them, against the other party, obliging themselves to hold the other party harmless from any expense, cost and/or damages arising from said claims to the extent that such claims arise out or result from gross negligence or willful misconduct of said other party.

SEVENTEENTH. DOMICILES. NOTIFICATIONS.

17.1. The Parties shall establish their domiciles as listed hereinafter, which shall subsist and any action notified at such domiciles shall be held valid, unless a new domicile is promptly notified and even though the party to whom the notification is addressed is not in the premises.

BDEV EUROPA S.L., establishes its domicile at: Carretera de Fuencarral 22, Alcobendas, Madrid 28108, Spain.

CLIENT: the address it's complete in the internet form.

17.2. Any notification or information under this Contract shall be sent to the domiciles established herein, in writing and by any means which ensures receipt, with notice of receipt.

EIGHTEENTH. APPLICABLE LAW. JURISDICTION AND COMPETENCE.

18.1. The current legislation in Spain shall apply for the resolution of any dispute arising out of this Contract and the relationship between the Parties.

18.2. Any divergence on the validity, existence, interpretation, fulfillment, breach or execution of the clauses of this Contract shall be settled in the ordinary courts of the Autonomous Community of Madrid, expressly waiving any other jurisdiction which could apply.