

Pharmacy Services Agreement

Professional fill-in draft for PeptideRx and an independent licensed pharmacy.

Instructions: Complete the fill-in table below, confirm bracketed business terms, and have licensed counsel review before use. This document is a professional template, not legal advice.

Agreement Information

Field	Information to complete
Effective Date	[Month Day, Year]
PeptideRx Legal Name	Inspire Ventures LLC d/b/a PeptideRx
PeptideRx Address	[PeptideRx Mailing Address]
PeptideRx Notice Email	legal@peptidrx.com
Pharmacy Legal Name	[Pharmacy legal name]
Pharmacy Address	[Street, City, State, ZIP]
Pharmacy Notice Email	[notice email]
Licensed States	[List states where pharmacy may dispense/ship]
Target Turnaround Time	[e.g., 2-5 business days after valid prescription and payment confirmation]
Insurance Minimum	[\$1,000,000 per claim / \$3,000,000 aggregate, or amount approved by counsel]
Payment Terms	[Net 30 from invoice, processor settlement, or other agreed payment flow]
Governing Law	Colorado, unless counsel selects another state

1. Purpose and Relationship

PeptideRx operates a technology and coordination platform connecting licensed providers and patients with independent pharmacies. Pharmacy is an independent licensed pharmacy that may compound, dispense, package, and ship prescription products pursuant to valid prescriptions and applicable law.

This Agreement sets the terms under which Pharmacy may receive and fulfill prescription orders routed through or coordinated by PeptideRx. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment relationship, medical practice relationship, or exclusive relationship.

2. Pharmacy Obligations

- Maintain all licenses, permits, registrations, and accreditations required for its operations and for each state into which it dispenses or ships products.
- Compound and dispense only pursuant to a valid prescription issued by a licensed prescriber and only in compliance with applicable federal and state law, including applicable compounding requirements and standards.
- Verify prescriptions, patient information, allergies, contraindications, dispensing authority, shipping restrictions, and other pharmacy obligations independently and professionally.
- Meet agreed quality standards and target turnaround times, and promptly notify PeptideRx of delays, backorders, adverse events, suspected product issues, recalls, license issues, or inability to fulfill orders.
- Maintain professional liability, general liability, cyber/privacy, and other insurance reasonably appropriate for its services and provide certificates of insurance upon request.

3. PeptideRx Obligations

PeptideRx will provide platform, routing, communication, intake, coordination, or administrative support as agreed by the parties. PeptideRx will not direct Pharmacy's professional judgment, interfere with Pharmacy's legal duties, or require Pharmacy to dispense any product that Pharmacy determines should not be dispensed.

PeptideRx will provide available order information reasonably necessary for Pharmacy to evaluate and fulfill eligible prescriptions, subject to applicable privacy and security requirements.

4. Orders, Pricing, Payment, and Taxes

The parties will maintain a current pricing schedule, formulary, product list, turnaround expectations, and shipping terms as a separate exhibit or written schedule approved by both parties.

Unless otherwise stated in the Agreement Information table, Pharmacy will invoice PeptideRx or settle through the agreed payment flow, and undisputed amounts will be paid according to the Payment Terms listed above.

PeptideRx may charge a disclosed platform, coordination, technology, or service fee where legally permissible. Each party is responsible for its own taxes, fees, reporting obligations, and compliance with healthcare fee, referral, and anti-kickback restrictions as reviewed by counsel.

5. Compliance, Privacy, and Data Protection

Each party will comply with all applicable laws, rules, regulations, professional standards, privacy requirements, and pharmacy board requirements applicable to its operations.

The parties will protect patient information and use it only as necessary for order processing, fulfillment, patient communication, payment, compliance, and other lawful purposes. If required, the parties will execute an appropriate Business Associate Agreement or other privacy addendum.

Each party will maintain reasonable administrative, physical, and technical safeguards designed to protect patient information from unauthorized access, Use, Disclosure, alteration, or destruction.

6. Representations and Warranties

Pharmacy represents and warrants that it is duly organized, licensed, registered, and authorized to provide the pharmacy services contemplated by this Agreement; that it is not excluded, suspended, or debarred from any federal or state healthcare program; and that it will comply with applicable compounding, dispensing, labeling, packaging, storage, shipping, and recordkeeping requirements.

PeptideRx represents and warrants that it will operate its platform in a commercially reasonable manner and will not knowingly require Pharmacy to violate applicable law.

7. Term and Termination

The initial term is one year from the Effective Date unless otherwise stated in the Agreement Information table. The Agreement renews for successive one-year terms unless either party gives at least 30 days' written notice of non-renewal.

Either party may terminate for material breach if the breach is not cured within 30 days after written notice. Either party may terminate immediately for loss or restriction of license, exclusion from healthcare programs, significant patient safety concern, unlawful activity, insolvency, or other event that creates material legal, compliance, or reputational risk.

8. Indemnification and Limitation of Liability

Each party will indemnify, defend, and hold harmless the other party and its owners, officers, employees, contractors, and agents from third-party claims arising out of the indemnifying party's negligence, willful misconduct, violation of law, breach of this Agreement, or failure to perform its professional obligations.

Any liability cap, exclusions, defense procedures, and special damages waiver should be inserted by counsel based on the parties' risk allocation and insurance coverage.

9. Confidentiality, Records, and Audits

Each party will keep non-public business, pricing, operational, technical, and patient information confidential and will use such information only to perform or enforce this Agreement.

Pharmacy will maintain records required by applicable law and make compliance documentation reasonably available to PeptideRx upon request, including licenses, insurance certificates, recall notices, adverse event information, and fulfillment records where legally permissible.

10. Miscellaneous

This Agreement, together with any exhibits, schedules, and required privacy addenda, is the entire agreement between the parties regarding its subject matter and may be amended only in writing signed by both parties.

Neither party may assign this Agreement without the other party's written consent, except to a successor in connection with a merger, reorganization, or sale of substantially all assets, provided the successor assumes the assigning party's obligations.

Notices must be sent to the notice addresses listed in the Agreement Information table. Governing law is Colorado unless counsel selects another state.

Signatures

PEPTIDERX: Inspire Ventures LLC d/b/a PeptideRx	PHARMACY
Signature: _____	Signature: _____
Printed Name/Title: _____	Printed Name/Title: _____
Date: _____	Date: _____