

Email List Transfer Agreement

Pharmasave Store # 028
Effective Date: Mar 17/2023

WHEREAS

The above Pharmasave Store (hereafter "**Store**") owns a list and continues to collect a list email addresses from customers (hereafter "**Email List**") that have opted into receiving commercial electronic messages from Pharmasave in compliance with Canadian Anti-Spam Law legislation (hereafter "**CASL**");

Pharmasave Drugs (National) Ltd. (hereafter "**National**") manages an email marketing program for the benefit of all Pharmasave Stores;

NOW THEREFORE, through mutual consultation and agreement, the parties hereby enter into this Email List Transfer Agreement:

1. The Store agrees to transfer its entire CASL-compliant email list to National or its designated third party, including: (1) the ownership right of the list as a whole; (2) the sole right to send commercial electronic messages to individual emails,
2. The Store agrees, in perpetuity or until cancelation of this agreement, to the above rights for CASL-compliant additions to the list that are collected at the Store's Point of Sale (POS) after the date of this agreement.
3. National or its designated third party agrees to maintain regular communications with the customer emails for the betterment of the Pharmasave brand.
4. The specific manner of handover shall be: both parties execute the Email List Agreement; the Store transfers to National or its designated third party the existing list as a spreadsheet; the Store provides monthly additions to the list via POS export (spreadsheet) or POS integration with National's Email Service Provider.
5. From the Effective Date, National or its designated third party shall be responsible for the operation and management of the Email List, as well as its continued compliance with CASL.
6. The Store will enter into no other agreement relating to Email List, including but not limited to, individually or in cooperation with others, sending commercial electronic messages to the Email List after the execution of this Agreement.
7. National or its designated third party shall not undertake any responsibility, obligation, compensation or loss arising in relation to Email List prior to the Transfer Date. The Store shall transfer only fully consented, CASL-compliant email addresses in the Email List and shall retain documentation of consent in case of required investigation.
8. National will only use the Email List for marketing communications as outlined in this document and will not disclose or sell the list to any other third parties for any other purposes.

This agreement pertains to the transfer of customer email addresses from a Pharmasave Store to the Pharmasave National office.

Ownership of the Email List will change from the Store to National.

Ongoing additions to the Email List will transfer to National.

National will communicate with the Email List.

The Email List transfer process will involve the store's Point of Sale provider.

National will be responsible for compliance with the law going forward.

The Store will cease all communication with the Email List.

The Store must ensure that customers consented to their inclusion in the Email List.

National will not sell the Email List.

Pharmasave Store Number: <u>028</u>	Date: <u>Mar 17/2023</u>
<u>Annie Sun</u> Owner Name (printed)	<u>[Signature]</u> Owner Signature
Pharmasave National Name (printed)	Pharmasave National Signature

Please return signed agreement to Pharmasave Drugs (National) Ltd.

- By Fax: 604-455-2493 ATTN: BABANDEEP KAUR
- Scanned Copy By Email: bkaur@bc.pharmasave.ca