



LICENSING AND SECURITY AGREEMENT

Sofyia.com Network (“Network”) is a proprietary online software platform operated by JS Financial Group LLC (“JSFG”) and licensed by DCS Innovations LLC. This Network is for the exclusive use of registered and participating pharmacies. JSFG maintains and retains exclusive ownership in all intellectual property rights, content and enhancements in and to the Network, whether organic or resulting from feedback and recommendations. Use of or participation in/on the Network shall not be construed as a sale and does not convey any intellectual or ownership rights to the user/participant (pharmacy).

The user is solely responsible for any and all use of the Network and is obligated to: (a) notify JSFG of any unauthorized use of any password or accessed security breach, (b) unauthorized distribution of content, and (c) assure that the provided access and services at all time complies with applicable local, State, Federal, and personal Healthcare Laws and protections.

Each user will receive a password/PIN# and account designation upon completion of the Registration profile; user will be responsible for maintaining confidentiality and all associated activities which may in any way, harm the secure integrity of the Network. JSFG will not be responsible for any security lapse caused in any way by user’s failure to log out of the Network at the conclusion of a session or failure to report any suspected breach of security. Further, user may not permit anyone to access or use information in any manner that may be deemed unlawful or unauthorized, and maintain integrity of applicable adherence to criteria as set forth in the Health Insurance Portability and Accountability Act of 1996(HIPAA) as “protected patient health information” (PHI) defined by same.

JSFG reserves the right to remove a user’s right of access at any time without notice, should it feel that a breach has or will occur involving its Network. The user shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all data inputted on the Network. User agrees to hold JSFG and licensor harmless against any and all liability and for any reason related to the use of the Network, include but not limited to date input errors, internet connectivity, communication delays or program use failures and agrees to indemnify JSFG against any claim brought by a third party to the extent that such claim(s) arise from authorized use of the Network. Any Action or proceeding relating to the Network or based on any right arising out of this Agreement shall be brought in the courts of the State of Florida, Miami-Dade County. Finally, from time to time, JSFG expects to update and upgrade the platform and will notify user of same by posting updated version and requesting acceptance and adherence to same.

SECURITY AGREEMENT

This Security Agreement (“Agreement”) is entered into between _____ (“Pharmacy”), _____ (“Guarantor”) (the Pharmacy and Guarantor may collectively be referred to herein as the “Debtor”) and JS Financial Group LLC, a Florida limited liability company, (“Secured Party”). In consideration of the mutual covenants and promises set forth herein, Debtor and Secured Party agree as follows:

1. Debtor hereby grants to Secured Party a security interest in the Collateral (as hereinafter defined) described in Paragraph 2 below to secure the performance and payment of all indebtedness of the Debtor to the Secured Party now or hereafter existing. Indebtedness shall be defined as all liabilities and obligations of the Debtor to the Secured party now existing or hereafter incurred, matured or unmatured, direct or contingent in any renewals and extensions thereof and substitutions therefore.
2. The Collateral of and for this Agreement, herein referred to as “Collateral”, consists of the following described property: All currently owned or hereafter acquired property and assets of the Debtor of any kind or nature, whether real or personal, tangible or intangible, wherever located, and all proceeds, products, rents and profits thereof, including without limitation all health care insurance receivables, cash, goods, accounts, inventory, cash in advance deposits, general intangibles, investment property, deposit accounts, letter of credit rights, instruments, real estate, fixtures, machinery, equipment, vehicles, trademarks, trade names, licenses, claims and causes of action, right to payment, including tax refund claims, insurance proceeds and tort claims and the proceeds, products, rents and profits of all of the foregoing.
3. Debtor hereby grants to Secured Party a security interest in and to all proceeds of Collateral as defined by the Uniform Commercial Code.
4. If in the judgment of the Secured Party, the Collateral materially decreases in value or if the Secured Party shall at any time deem itself insecure, the Debtor shall either provide additional Collateral sufficient to satisfy the Secured Party or

reduce the total indebtedness by an amount sufficient to satisfy Secured Party.

5. At the request of the Secured Party, Debtor will join in executing all necessary financing statements in a form satisfactory to Secured Party. Debtor will further execute all other instruments deemed necessary by Secured Party. Debtor warrants that no financing statement covering the Collateral described in this Security Agreement, or any part thereof, or any proceeds thereof, is presently pledged or secured to any other person or entity.
6. So long as Debtor is not in default in the payment of any amount due to Secured Party, Debtor shall have the right to sell the inventory in the usual and ordinary course of business.
7. Debtor shall insure the Collateral with companies acceptable to the Secured Party in an amount not less than the outstanding indebtedness at any given time. Such insurance shall be for the benefit of the Secured Party as its interest may appear. The Secured Party is hereby authorized to collect any sums that may become due under any of such insurance policies and to apply the sums to the obligations secured hereby.
8. Debtor agrees to keep all Collateral free from any adverse lien, security interest or encumbrance and in good condition, and agrees not to permit waste or destroy any of the Collateral and further agrees not to remove any of the Collateral from the address shown below.
9. Debtor agrees to permit Secured Party or its agents the right to examine and inspect the Collateral wherever located and to examine, inspect and to create and maintain abstract from Debtor's books and records with respect to the Collateral. Debtor shall keep accurate and complete records of the Collateral and shall, if requested by Secured Party, submit to the Secured Party periodic statements regarding Debtor's financial status.
10. When performing any act under this Agreement, time shall be of the essence.
11. The failure of the Secured Party to exercise any right or remedy, including Secured Party's acceptance of partial or delinquent payments, shall not be a waiver of any obligation of the Debtor or right of the Secured Party or constitute a waiver of any civil or default subsequently occurring.

12. The following events shall constitute a default on the part of the Debtor:
- a. Failure to pay when due any amount payable to Secured Party for merchandise or for any other indebtedness of the debtor secured hereby, in which event the entire balance then due and owing shall immediately become due and payable without further notice to Debtor.
 - b. Failure of the Debtor to observe or perform any of the provisions of this Agreement including, but not limited to, the following:
 - i. The making of any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor proven to have been false in any material respect when made or furnished.
 - ii. Failure of the Debtor after request by the Secured Party to furnish financial information.
 - iii. Any loss, theft, damage, destruction, sale or encumbrance to any of the Collateral not covered by insurance or the making of any levy, seizure or attachment thereon.
 - iv. Death, dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor.
 - v. Any change in the condition or affairs, financial or otherwise, of Debtor, which in the opinion of Secured Party impairs Secured Party's security or increases its risk.
13. In the event of any default by the Debtor or at the election of the Secured Party pursuant to the preceding paragraph and any time thereafter:
- a. The Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of all the obligations and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as any and all other rights and remedies possessed by Secured Party or afforded Secured Party under the law.
 - b. The Secured Party shall have the right to remove Collateral from Debtor's premises. For purposes of removal and possession of Collateral, Secured Party or

its representative may enter any premises of Debtor without legal process. Debtor hereby waives and releases Secured Party from any and all claims in connection therewith or arising therefrom.

- c. The Secured Party may require Debtor to take any and all action necessary to assemble and make the collateral available.
 - d. The Secured Party may sell the Collateral or any part hereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Secured Party may deem satisfactory. The Debtor agrees that this is a non-consumer transaction and that ten (10) days prior written notice of the time and place of any sale or other intended disposition of any of the Collateral constitutes reasonable notification within the meaning of Section 9-612 of the UCC except that shorter or no notice shall be reasonable as to any Collateral which is perishable or threatens to decline Speedily in value or is of a type customarily sold on a recognized market.
 - e. Debtor shall pay all costs that may be incurred in the Collection of all or part of the indebtedness owing to Secured Party. In the event that suit is instituted, the Debtor shall pay all legal fees, including attorneys' fees and interest.
14. The validity of this Agreement and any provision herein shall be determined according to the Uniform Commercial Code and other applicable laws of the State of Florida as they may apply. Any Action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought solely in the courts of the State of Florida, Miami-Dade County, or, if it has or can acquire jurisdiction, in the United States District Court for the Florida and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.
15. Debtor authorizes a/the software company appointed by the Secured Party (which software company may be an affiliate of the Secured Party) remote access and use of all information relating to the inventory required to fill specific prescriptions and create a virtual purchase order through a search engine platform (and affix owner's stored signature to same).
16. Debtor authorizes the Secured Party or its designee to remotely receive, process and

store all transactional data related to Pharmacy prescriptions. Secured Party will seek to utilize the Pharmacy data to create efficiencies through metric analysis. Further, Debtor authorizes Secured Party to verify Banking and balance information to preemptively avoid unintentional ACH default.

17. Each party has had the opportunity to have this Agreement reviewed and approved by counsel of their choice.
18. This Agreement may be executed and delivered in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Electronic signatures may be used in place of original signatures on this Agreement. The Members intend to be bound by the signatures on the electronic document, are aware that the other party will rely on the electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature. Delivery of an executed signature page of this Agreement by facsimile or by .pdf, .jpeg, .TIFF or other electronic format attached as an electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof.

ACH AUTHORIZATION

Pharmacy (as listed below) hereby authorizes JS Financial Group LLC or its designated successor or assign to withdraw any amount now due or hereinafter becoming due according to that certain the Security Agreement entered into between Pharmacy and JS Financial Group LLC by initiating debit entries to the following accounts:

Designated Checking Account (Primary)

Bank Name: _____ Name on Account: _____

Account Number: _____ Routing Number: _____

Pharmacy authorizes Pharmacy's bank to accept and to charge any debit entries initiated by JS Financial Group LLC ("JSFG") to Pharmacy's central pay bank account(s). Pharmacy understands that the foregoing ACH authorization is a fundamental condition to JS Financial Group LLC extending a credit line to the Pharmacy. Consequently, such authorization is

intended to be irrevocable. In the event that Pharmacy terminates such ACH authorization, JS Financial Group LLC in its sole discretion, may deem such termination to be a breach of the Security Agreement. Except as otherwise provided herein: (i) all capitalized terms contained herein shall have the same meaning ascribed to them in the Security Agreement; and (ii) the Security Agreement remains in full force and effect.

Pharmacy Name: _____ Date: _____

NCPDP (napb #) _____ NPI # _____

Pharmacy Address: _____

City: _____ State: _____

Zip: _____ Phone: _____ Fax: _____

Email Address: _____

(Email / Fax information will be used only for sending deposit reports and remittance to the above contract and will not be released to any third-party).

Pharmacy hereby authorizes participating JSFG to send payment to a designated bank account.

Pharmacy hereby authorizes JSFG and its designated financial institution to initiate payments to Pharmacy's bank account. JSFG has the right to adjust future payments if payments previously made are found to not correspond to underline invoices. Pharmacy understands that JSFG has no control over when Pharmacy's designated financial institution makes funds available for withdrawal. If Pharmacy should close or change its account in any way, Pharmacy must notify JSFG immediately so that JSFG can make the appropriate changes.

Pharmacy will hold JSFG harmless for any loss which may arise solely by reason of error, mistake or fraud regarding information provided by Pharmacy. This authorization shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereby submit to the exclusive jurisdiction of the courts located within the state of Florida. This authorization can be terminated by either party upon written notice to the other party.

I hearby agree to the terms of the ACH and security agreement above.

Pharmacy: _____

Guarantor: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Secured Party:

By Js Financial Group

Print Name: Jay Enis

Title: Managing Partner

Date: _____

A handwritten signature in black ink, appearing to be "Jay Enis", written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke extending to the right.