



## MASTER SITE COLLECTION AGREEMENT

THIS RETURNMEDS MASTER SITE COLLECTION AGREEMENT (“**Master Agreement**”) is dated as of [INSERT DATE] (the “**Effective Date**”), and is between ReturnMeds LLC (“ReturnMeds”), a Delaware company with its principal place of business at 1000 Parkwood Circle, Suite 200, Atlanta, Georgia 30339, and [INSERT LEGAL NAME], a [INSERT STATE] [INSERT TYPE OF ENTITY – LAW ENFORCEMENT ENTITY, CORPORATION, LIMITED LIABILITY COMPANY, ETC.] (“**Collector**” or “**you**”).

### RECITALS

A. WHEREAS, ReturnMeds has elected to operate pharmaceutical collection and disposal programs in King County, Washington, and potentially other jurisdictions in the future;

B. WHEREAS, ReturnMeds engages third parties to serve as locations within these programs where unwanted and/or waste pharmaceuticals may be deposited, by ultimate users, in onsite, secure kiosks provided by ReturnMeds for later disposal;

C. WHEREAS, ReturnMeds promotes participating third-party collection locations on its website and encourages individuals to deposit unwanted and/or waste pharmaceuticals at such locations; and

D. WHEREAS, Collector desires to provide locations at which unwanted and/or waste pharmaceuticals may be deposited in ReturnMeds’ kiosks pursuant to the pharmaceutical stewardships laws in effect in the jurisdictions in which those locations are located;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. DEFINITIONS.

For purposes of this agreement, the following definitions apply:

(a) “**Agreement**” means this Master Agreement and any Exhibit attached hereto and incorporated herein.

(b) “**Collection Location(s)**” means the location(s) specified on Exhibit A to this Agreement where Eligible Depositors may deposit Covered Drugs at ReturnMeds Kiosks for pickup by Designated ReturnMeds Transporter(s). Collection Locations may include Long-Term Care Facilities.

(c) “**Covered Drugs**” means, for each Covered Territory, the pharmaceuticals governed by the Pharmaceutical Stewardship Law of that Covered Territory, as indicated in Exhibit A under that Covered Territory’s name.

(d) “**Eligible Depositors**” means, for each Covered Territory, the individuals and entities eligible under the Pharmaceutical Stewardship Law of that Covered Territory to deposit Covered Drugs at a Collection Location, as indicated in Exhibit A under that Covered Territory’s name.

(e) “**Covered Territory**” means a Territory listed in Exhibit A.

(f) “**Designated Collector Employees**” means employees of a Collector who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) supervise the pickup of Covered Drugs from a Collection Location(s).

(g) “**Designated Employees**” means Designated Collector Employees and/or Designated LTCF Employees, as determined by the context of its use.

(h) “**Designated LTCF Employees**” means employees of a Long-Term Care Facility who are trained regarding the proper oversight and use of the ReturnMeds Kiosks and who: (i) along with Designated Collector Employees, prepare deposited Covered Drugs for pickup by Designated ReturnMeds Transporters; and/or (ii) along with Designated Collector Employees, supervise the pickup of Covered Drugs from a Long-Term Care Facility.

(i) “**Designated ReturnMeds Transporters**” means the third parties responsible for picking up Covered Drugs from Collection Locations in the Covered Territory(ies) and transporting the Covered Drugs for disposal.

(j) “**Inner Liner**” means an inner liner within a ReturnMeds Kiosk used for the collection of Covered Drugs.

(k) “**Laws**” means any and all federal, state, and local laws, rules, regulations, orders, and ordinances, including but not limited to any U.S. Drug Enforcement Agency regulations and any Pharmaceutical Stewardship Laws enacted by a Covered Territory concerning or relating to the collection, handling, transport, and/or disposal of pharmaceuticals.

(l) “**Long-Term Care Facility**” means a long-term care facility at which Collector is authorized under applicable Laws to have a ReturnMeds Kiosk installed for Eligible Depositors to dispose of Covered Drugs.

(m) **"Pharmaceutical Stewardship Law"** means a law governing the collection and disposal of pharmaceuticals.

(n) **"Regulated Stewards"** means an entity responsible under a Pharmaceutical Stewardship Law for the collection and disposal of Covered Drugs.

(o) **"ReturnMeds Kiosk"** means a secure pharmaceutical collection receptacle provided by ReturnMeds at a Collection Location during the Term of this Agreement and used by Eligible Depositors to deposit Covered Drugs at that Collection Location.

(p) **"ReturnMeds Website"** means the collection of web pages accessible via the Internet at <http://www.call2recycle.org>.

(q) **"Stewardship Plan"** means a Covered Territory-specific pharmaceutical collection and disposal plan developed by ReturnMeds on behalf of Regulated Stewards to meet the requirements of that Covered Territory's Pharmaceutical Stewardship Law and submitted to the governmental entity responsible for review, approval, and/or oversight of the plan in accordance with that Covered Territory's Pharmaceutical Stewardship Law.

(r) **"Stewardship Program"** means a Covered Territory-specific pharmaceutical collection and disposal program operated by ReturnMeds on behalf of Regulated Stewards in accordance with an approved Stewardship Plan.

(s) **"Term"** means an Initial Term or a Renewal Term, as those terms are defined in Section 5 of this Agreement.

(t) **"Territory"** means a specific State, county, or city located within the fifty (50) United States, the District of Columbia, the Commonwealth of Puerto Rico, or any Province of Canada, in which ReturnMeds operates a Stewardship Program.

## 2. COLLECTOR SERVICES AND RESPONSIBILITIES.

(a) Collector shall allow ReturnMeds to install ReturnMeds Kiosks containing Inner Liners at each Collection Location listed in Exhibit A in secure, controlled locations acceptable to both Collector and ReturnMeds and in accordance with all Laws, including but not limited to DEA regulations at 21 C.F.R. Part 1317. Each ReturnMeds Kiosk shall remain at the Collection Location at which it is installed and be available to Eligible Depositors to dispose of Covered Drugs for the entirety of each Term of this Agreement unless agreed to otherwise in writing by both Parties.

(b) Collector shall allow Eligible Depositors in the Covered Territory(ies) to deposit Covered Drugs in the ReturnMeds Kiosks during regular business hours.

(c) Collector shall not allow anyone other than Eligible Depositors to deposit Covered Drugs into the ReturnMeds Kiosks.

(d) Collector shall not charge Eligible Depositors any fees to deposit Covered Drugs into the ReturnMeds Kiosks.

(e) Collector shall not allow anything other than Covered Drugs to be deposited into the ReturnMeds Kiosks.

(f) Collector shall ensure the proper training of Designated Employees regarding the installation, oversight, use and removal of ReturnMeds Kiosks and Inner Liners.

(g) Collector shall periodically inspect the ReturnMeds Kiosks to monitor general wear and tear and shall promptly inform ReturnMeds if the ReturnMeds Kiosks are in need of maintenance or repair.

(h) Collector hereby acknowledges that ReturnMeds will provide shipping containers and labels for the pickup and disposal of Covered Drugs on behalf of Regulated Stewards participating in a Stewardship Program in one or more Covered Territory(ies). Upon request, Collector shall provide ReturnMeds and/or its Regulated Stewards with any information they reasonably require to demonstrate compliance with applicable Laws.

(i) Each installed ReturnMeds Kiosk shall remain under the sole control and custody of Collector for the entire Term of this Agreement. Collector shall comply with the procedures in Appendix 1 to this Agreement regarding the operation and security of the ReturnMeds Kiosks and the handling and removal of Covered Drugs from ReturnMeds Kiosks and/or Collection Locations.

(j) Collector shall comply with all applicable Laws in the performance of its obligations under this Agreement.

(k) Collector shall operate its Collection Locations in compliance with all applicable Laws.

(l) Collector agrees that ReturnMeds may list the Collection Locations on the ReturnMeds Website. ReturnMeds may make use of Collector's brand names and/or logos, if any, in statements related to a Stewardship Plan or Stewardship Program that appear on the ReturnMeds Website and/or other print and electronic materials, including, but not limited to, banners, brochures, and press releases pertaining to that plan or program, *provided*, however, that such statements shall not assert or imply that Collector is participating in a Stewardship Plan or Stewardship Program that is not indicated on **Exhibit A**, which is attached hereto and incorporated into this Agreement.

### 3. RETURNMEDS RESPONSIBILITIES.

(a) ReturnMeds will install ReturnMeds Kiosks containing Inner Liners at Collection Locations at a time mutually agreeable to the Parties. The ReturnMeds Kiosks will be installed in accordance with: (i) the requirements of this Agreement; (ii) the Stewardship Program for the Covered Territory in which the ReturnMeds Kiosk is located; and (iii) all applicable Laws, including but not limited to 21 C.F.R. Part 1317.

(b) ReturnMeds will:

(i) upon installation of a ReturnMeds Kiosk at a Collection Location, promptly publish that Collection Location on the ReturnMeds Website. ReturnMeds shall promptly update the ReturnMeds Website to reflect any changes to the Collection Locations; and

(ii) if required by a Covered Territory, inform the regulatory agency responsible for implementing the Covered Territory's Pharmaceutical Stewardship Law that the Collection Location(s) is/are part of the Stewardship Program in the Covered Territory.

(c) ReturnMeds will provide training to Designated Employees regarding the proper oversight and use of the ReturnMeds Kiosks and the installation and removal of Inner Liners.

(d) ReturnMeds shall use its best efforts to ensure that the Designated ReturnMeds Transporter(s):

(i) complies with the procedures in Appendix 1 to this Agreement regarding the transportation of Covered Drugs to an approved destruction facility.

Notwithstanding section 3(d)(i) above, the Designated ReturnMeds Transporter(s) may refuse to pick up Covered Drugs if the Inner Liner is not prepared for pickup in accordance with Appendix 1 and any applicable Law.

(e) ReturnMeds shall arrange for all Covered Drugs that are picked up from Collection Location(s) to be disposed of in accordance with all applicable Laws.

(f) ReturnMeds shall comply with all applicable Laws in the performance of its obligations under this Agreement.

### 4. HANDLING FEES.

ReturnMeds shall not be obligated to pay Collector any fees for any activities described by this Agreement.

### 5. DURATION AND TERMINATION OF AGREEMENT.

(a) This Agreement shall be in effect from the Effective Date through the end of the second calendar year following the first anniversary of the Effective Date (the "Initial Term"). The agreement shall be automatically renewed annually thereafter on a calendar year by calendar year basis (each a "Renewal Term"). Either Party may decline to renew this Agreement by providing to the other Party at least ninety (90) calendar days' written notice prior to the expiration of the Term then in effect a notice of non-renewal.

(b) This Agreement may be terminated at any time as provided below:

(i) By mutual agreement of the Parties; *provided*, however, that no such agreement shall be valid unless it is in writing and is signed by both Parties;

(ii) By either Party pursuant to Section 11; and

(iii) By either Party following ten (10) calendar days' written notice in the event that:

(A) the other Party commits a material breach of this Agreement, and that breach is not cured within thirty (30) calendar days after that Party has received written notice of the breach;

(B) A proceeding is filed by or against the other Party under any chapter of the federal bankruptcy laws;

(C) A trustee or receiver is appointed for the other Party; or

(D) If the other Party is privately held, there is a change of ownership of the other Party.

(c) If this Agreement expires or is terminated for any reason, the provisions relating to confidentiality, governing law, dispute resolution, jurisdiction, indemnification, and liability shall remain in effect.

### 7. INDEMNIFICATION.

(a) Each Party (an "Indemnifying Party") shall indemnify and hold harmless the other Party and its successors, assigns, directors, officers, employees, agents, and representatives (the "Indemnified Party") from and against any and all liabilities, demands, causes of action, lawsuits governmental agency actions, losses and damages of all kinds, fines, penalties, costs and expenses, as well as any and all claims for any of the foregoing, including, but not limited to, reasonable attorneys' fees and costs of court, arising from or relating to the Indemnifying Party's: (i) breach of any provision of this Agreement; or (ii) negligence or willful misconduct.

(b) The Indemnifying Party shall (i) defend at its own cost and through counsel of its own choice or (ii) settle, subject to the approval of the other Party, such approval not to be unreasonably conditioned, withheld or delayed, any actions or suits against the other for which it is responsible hereunder and shall reimburse the other for reasonable attorneys' fees, interest, costs of suit, and all other expenses incurred by the other in connection therewith.

(c) The Indemnified Party shall (i) provide the Indemnifying Party with prompt written notice of any claim, suit, or proceeding for which the indemnified Party is seeking indemnity, and (ii) reasonably cooperate with the defense or settlement negotiations, as the case may be, conducted by the Indemnifying Party.

(d) Except as otherwise set forth in this Agreement, each party will assume liability for itself, for its employees and agents, and for any injury to persons or property resulting in any manner from the conduct of its own operations.

(e) Nothing in this Section 6 shall bar any legal remedies that either Party may have against the other Party for failure to fulfill obligations arising under this Agreement.

#### **8. LIMITATION OF LIABILITY.**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OR ALLEGED TO ARISE OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR CUSTOMER GOODWILL, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. TITLE TO COVERED DRUGS.**

Title to Covered Drugs and any other materials deposited at ReturnMeds Kiosks shall remain with Collector until removed from ReturnMeds Kiosks by the Designated ReturnMeds Transporter(s).

#### **10. DISPUTE RESOLUTION.**

(a) If either Party wishes to inform the other Party of a dispute arising under or connected with this Agreement, the Party will promptly notify the other Party in writing of the dispute. The Parties will seek to resolve the dispute informally.

(b) If the dispute has not been resolved informally within thirty (30) calendar days after the receipt of written notice, either Party may refer the dispute to the American Arbitration Association for mediation. Any disputes that arise under or relate to this Agreement, and that are not resolved informally or by mediation, may only be decided by

arbitration under the Commercial Arbitration Rules of the American Arbitration Association. At the option of ReturnMeds, any such arbitration will take place in either Georgia or the District of Columbia unless the Parties mutually agree on another location. Any judgment rendered by the arbitrator shall be final and binding and may be entered in any court with jurisdiction as provided in Section 16.

(c) Nothing in this Agreement limits your right or the right of ReturnMeds to seek a preliminary injunction against the other Party pending the resolution of an arbitrable dispute.

(d) If any arbitration or action is commenced by any Party to enforce or interpret the terms of this Agreement, the Party finally prevailing in such arbitration or action (after appeal, if any) shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which it may be entitled.

(e) If any dispute arising hereunder shares common questions of law or fact with a separate dispute(s) between ReturnMeds and another entity(ies), you consent to arbitration of the related disputes in a single, consolidated proceeding.

#### **11. ASSIGNMENT.**

This Agreement and any or all of ReturnMeds' obligations hereunder may be assigned by ReturnMeds to any successor entity(ies). This Agreement may not be assigned by you other than to an entity controlled by or in common control with you.

#### **12. UNFORESEEN OCCURRENCES.**

Any delay or failure by either Party in the material performance of its obligations arising under this Agreement shall be excused if and to the extent the failure is due to a cause or causes beyond the reasonable control of the Party ("Force Majeure"); *provided*, however, that the Party affected by Force Majeure must give the other Party prompt written notice of the delay and must be diligent in attempting to remove such cause or causes. Force Majeure includes, but is not limited to, acts of God, strikes, action of regulatory agencies, fire, flood, wind storm, explosion, riot, war, and sabotage. If the Force Majeure is not rectified within sixty (60) calendar days of written notice, Collector or ReturnMeds (as the case may be) may terminate this Agreement. Such termination of the Agreement will be effective thirty (30) calendar days after Collector or ReturnMeds provide written notice of such termination.

#### **13. NO AGENCY.**

Collector is not the agent of ReturnMeds for any purpose. ReturnMeds is the agent of Collector for any purpose.

Nothing in this Agreement shall be interpreted to create such an agency relationship between the Parties. Neither ReturnMeds nor Collector shall represent that either Party is an agent of the other Party.

**14. AUTHORITY.**

By executing this Agreement, each signatory represents that the entity on behalf of which he or she is signing is authorized to be bound by it, and that he or she has authority to bind that entity for purposes of this Agreement.

**15. NOTICE.**

Any notice required under this Agreement must be in writing and delivered by hand, by certified or registered mail with the proper postage and return receipt requested, by a nationally-recognized overnight delivery service, or by confirmed electronic delivery. These notices must be sent to a Party at the address set forth below, unless that Party has provided a new address in writing:

**TO RETURNMEDS:**

Roxane Peggs  
ReturnMeds LLC  
1000 Parkwood Circle  
Suite 200  
Atlanta, GA 30334  
Phone: 678-419-9900  
Fax: 678-419-9986  
Email: rpeggs@call2recycle.org

**TO CUSTOMER:**

Customer Name: City of Milton  
c/o Individual Name: Tony Hernandez  
Individual Title: Police Chief  
Street Address: 1000 Laurel St  
City, State & Zip: Milton, WA 98354  
Email: thernandez@cityofmilton.net

Notice shall be deemed effective only when it has been received by the intended recipient, or when the intended recipient refuses receipt. Either Party may change the notice address by following the procedure established by this Section.

**16. CONFIDENTIALITY.**

Neither Party shall, without the other Party's prior written consent, at any time (i) use any confidential information for any purpose other than in connection with this Agreement, or (ii) disclose any portion of any confidential information to third parties except as may be required by law or except disclosure to auditors, attorneys, accountants or consultants retained by a Party in the course of business who agree to

be bound by confidentiality obligations such as those provided in this Agreement. If a Party is required to disclose any confidential information pursuant to an order or requirement of a court, administrative agency, or other governmental body, the Party shall provide prompt written notice of such order or requirement to the other Party so that the other Party may seek a protective order, and the Disclosing Party shall use reasonable efforts to cooperate with the other Party in its efforts to obtain a protective order.

**17. CONSTRUCTION, MODIFICATION, AND INTERPRETATION OF AGREEMENT.**

(a) This Agreement shall be interpreted pursuant to the laws of the State of Delaware (except that the conflict of laws rules of the State of Delaware shall not apply) and shall be deemed to have been entered into in the State of Delaware.

(b) No modification of this Agreement shall be valid unless it is in writing and is signed by both Parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and is signed by the Party against whom it is sought to be enforced. The failure of any Party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

(c) Each Party hereto irrevocably consents to the jurisdiction of the courts of Georgia and the District of Columbia, and of any Federal court located in Georgia or the District of Columbia, in connection with any action by ReturnMeds arising out of or relating to this Agreement, as well as in connection with any arbitration commenced in accordance with Section 9. In any such action, each Party waives personal service of any summons, complaint, or other process and agrees that the service thereof may be made by certified or registered mail directed to the Party at its address as set forth herein. Each Party also irrevocably waives any objection to the lack of venue of any action by ReturnMeds arising out of this Agreement in the courts of the District of Columbia or Georgia or any Federal court located in Georgia or the District of Columbia, and irrevocably waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

(d) In the event that any particular provision of this Agreement is found to be invalid or unenforceable, it is the intent of the Parties that the Agreement be construed or reformed to the fullest extent possible so as to conform to the manner in which it was originally intended to operate.

(e) This Agreement may be executed in identical counterparts which, taken together, shall be considered a single instrument.

way the meaning or interpretation of this Agreement. The use of the word "including" herein shall mean "including without limitation."

(f) The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any

IN WITNESS THEREOF, the parties are signing this agreement as of the Effective Date set forth above.

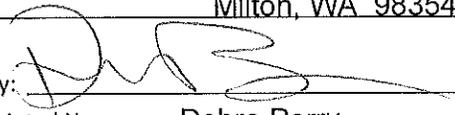
**ReturnMeds:**

ReturnMeds LLC  
1000 Parkwood Circle, Suite 200  
Atlanta, GA 30339

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**COLLECTOR:**

Corporate Name: City of Milton  
Corporate Address: 1000 Laurel St  
Milton, WA 98354

By:   
Printed Name: Debra Perry  
Title: Mayor  
E-Mail: dperry@cityofmilton.net

## Appendix 1

### PROCEDURES FOR HANDLING AND REMOVAL OF COVERED DRUGS

1. Each ReturnMeds Kiosk provided by ReturnMeds will include Inner Liners for the collection of Covered Drugs that meet all U.S. Drug Enforcement Administration requirements governing the disposal of Covered Drugs, including but not limited to the requirements in 21 C.F.R. Part 1317. Each individual Inner Liner provided to a Collector will have a unique ID number. The Parties shall document the ID numbers of the Inner Liners received by Collector from ReturnMeds.
2. Employees of Designated Collectors shall install and/or remove Inner Liners from ReturnMeds Kiosks. At least two Designated Collector Employees shall supervise such installation and/or removal, except that one Designated Collector Employee and one Designated LTCF Employee (together, "**Co-Designated Employees**") may install and/or remove or supervise such installation and/or removal of Inner Liners at Long-Term Care Facilities.
3. All Inner Liners containing deposited Covered Drugs shall be sealed immediately upon removal from a ReturnMeds Kiosk by at least two Designated Collector Employees or, at a Long-Term Care Facility, by Co-Designated Employees.
4. If Designated Collector Employees or Co-Designated Employees remove and seal an Inner Liner containing Covered Drugs from a ReturnMeds Kiosk before a Designated ReturnMeds Transporter arrives at a Collection Location for pickup, they shall document the removal and sealing of the inner Liner and indicate the unique ID number of the Inner Liner and the date and time of removal. They shall also: (i) install a new Inner Liner in the ReturnMeds Kiosk and document such installation by indicating the unique ID number of the Inner Liner and the date and time of installation; (ii) ensure that the ReturnMeds Kiosk is properly secured after installation of the new Inner Liner; and (iii) ensure that sealed Inner Liners containing Covered Drugs are properly stored, all in accordance with U.S. DEA regulations and all other applicable Laws, before pickup by a ReturnMeds Transporter.

**EXHIBIT A**

Covered Territory	Pharmaceutical Stewardship Law	Covered Drugs	Eligible Depositors	Collection Locations
King County, Washington	King County Board of Health Secure Medicine Return Regulations, Chapter 11.50 of the King County, Washington, Board of Health Code	"Covered Drugs" as defined in Section 11.50.030(B) of the King County, Washington, Board of Health Code	"Covered Entities" as defined in Section 11.50.030(C) of the King County, Washington, Board of Health Code	