

Purchase & Sale of Pharmaceuticals
REQUEST FOR PROPOSAL (RFP)

**RELIEF LENDING GROUP INC.
10215-178 STREET, SUITE 22
EDMONTON, ALBERTA, T5S 1M3**

MARCH 11, 2013

1. SUMMARY AND BACKGROUND

Relief Lending Group Inc. (the “Company” or “RLG”) is currently accepting proposals to secure a Vendor to identify, sell and ship pharmaceuticals to customers of the Company at a specified location for further distribution.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various Vendors, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the Company's requirements.

The successful Vendor (s) will ensure delivery of the purchased pharmaceuticals from the customers to the ultimate destination. The Vendor either directly or through the Company's representative will arrange for the selling of pharmaceuticals to each of the customers, ship to a specified location and notify the Company and customers of the transaction.

- RLG is a Canadian incorporated company with its headquarters in Edmonton, Alberta, Canada.
- All pharmaceuticals must be shipped to a specified bonded warehouse within England.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 5pm MDT **April 15th**, 2013. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the Company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

Contract terms and conditions will be negotiated upon selection of the winning bidder(s) for this RFP. All contractual terms and conditions will be subject to review by the Company and will include scope, schedule, and other necessary items pertaining to the project.

3. ENGAGEMENT SCOPE

The purpose and scope of this engagement is as follows:

As stated above, the successful Vendor (s) will have the ability to sell pharmaceuticals to the Company's customers and ensure delivery of the purchased pharmaceuticals from the customers to the Company. The Vendor through direct contact with each of the customers (or indirectly through the

Company's representative), will arrange for the selling of pharmaceuticals to each of the customers, ship to a specified location and notify the Company and each of the customers of the transaction. The Company has approximately 4,631 customers with a total quantity of 94,869,116 doses of pharmaceuticals that will be required to purchase from the Vendor during the next 2-4 years (See Schedule A). At no time will pharmaceuticals be distributed into Canada and no pharmaceuticals will be sold to customers for their own use. All Pharmaceuticals will be sold to Canadians and delivered to a Bonded Warehouse in England.

Requirements:

The successful Vendor(s) will be required to engage as follows:

1. Deal directly (or indirectly through the Company's representative) with the Company's customers via email and/or telephone (list of customers will be provided to Vendor(s)). Vendor (s) must comply with PIPEDA (Personal Information Protection and Electronic Documents Act) and any other applicable privacy legislation when in possession and communication with customers. The Vendor(s) agree that the customer list will not be re-used or sold to another party.
2. Vendor(s) will also be provided with the quantity required for the sale of pharmaceuticals, on a monthly or annual basis.
3. Contact with specific customers will be on a scheduled basis.
4. Vendor must provide a description of all pharmaceuticals available to be sold matching the Company's requirements.
5. Pharmaceuticals must be World Health Organization (WHO) approved.
6. All pharmaceuticals sold must have an expiry date of at least two (2) years from the date of delivery.
7. All pharmaceuticals must be accompanied by Certificates of Analysis detailing suitability for global distribution in accordance with the WHO and any other regulatory body. Certificates of Analysis must be provided to the Company and made available to the customers.
8. A listing of all countries that have approved distribution of the manufactured drugs and supporting details confirming approval as requested.
9. Vendor(s) must be willing to accept a Canadian cheque as payment for customers purchase of pharmaceuticals. In addition the Vendor may offer additional payment methods suitable to the Vendor including, by wire transfer, credit card or any other electronic payment method deemed suitable by the vendor. All transactions will be in CAD (Canadian Dollars).
10. A transaction record of all sales will be provided to the Company on a monthly basis identifying:
 - a. Customer sold
 - b. Date sold
 - c. Quantity purchased
 - d. Date of Shipment
 - e. Delivery Completion Date
 - f. Confirmation of Delivery/clearance into specified warehouse
 - g. Purchase Price

- h. If applicable, administration Fee paid to Company's representative
 - i. Date & if applicable, administration Fee paid to Company's representative
11. Customers will not take physical possession of the pharmaceuticals purchased.
 12. Vendor (s) will ship pharmaceuticals Delivery Duty Paid on International Commercial Terms (DDP INCO) to a bonded warehouse in the United Kingdom. All shipping documentation and costs (including but not limited to taxes, whether import or commodity etc, and customer clearing charges if any) will be the responsibility of the Vendor (s). All of the items shipped will include all transportation charges to be included in the price. The title and risk of loss of the goods shall not pass to the Company until receipt and acceptance takes place at the specified warehouse.
 13. Title will pass to the Company once the identified pharmaceuticals are secured in the bonded warehouse. At this point the Vendor (s) will have concluded its transaction with the customer.
 14. At time of shipping the Vendor shall provide a receipt to the customer, with a copy to the Company, detailing a complete description and quantity of the pharmaceuticals and its formula, the expiry date, manufacture name, date of manufacture, location shipped to and date of shipment and the total price paid by the customer.
 15. The price quoted to the Company and ultimately charged to the customer should be an all-inclusive total cost including the cost of the pharmaceuticals, packaging, shipping, duties, any and all applicable documentation, if applicable, administration fee payable to Company's representative, invoicing, selling and any and all administration costs.
 16. The terms of any product warranties from the manufacturer.
 17. The particulars of insurance which would name the Company as an additional insured.

Payment and Term:

Payment:

As specified above the Vendor(s) will be responsible for the sale of pharmaceuticals and collection of monies from the customers. On a monthly basis Vendor(s) will provide a transaction record and if the Vendor utilizes the Company's representative, submit an administration fee to Company's representative as negotiated by the Vendor, to cover administrative expenses. The Company at any time may request an audit of the Vendor's records as a requirement to ensure the authenticity of the pharmaceuticals and the proper calculation and payment of the administration fee.

Term:

The term for the proposed engagement will be for a term not exceeding four (4) years. The term may be extended if required by Company and acceptable to Vendor

(s). The Company provides no guarantee on the sales volume and the Vendor's success of sales to any or all customers.

4. REQUEST FOR PROPOSAL TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than 5pm MDT April 15th, 2013.

If additional information or discussions are needed the bidder(s) will be notified.

Upon notification, the contract negotiation with the winning bidder will begin immediately.

5. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience in sourcing, negotiation and securing pharmaceuticals on the world market.
- List of how many full time, part time, and contractor staff in your organization.
- A listing of all officers and directors of the Vendor including tenure.
- Examples of 2 or more similar engagements implemented by your organization.
- Testimonials from past clients related to the specific work.
- Anticipated resources you will assign to this engagement (total number, role, title, experience).
- Annual sales for the past 3 years.
- Any other relevant information the Vendor believes will assist the Company.
- Ability to provide a performance bond.

6. PROPOSAL EVALUATION CRITERIA

To ensure consideration for this Request for Proposal, your proposal should be complete and include all of the following criteria to be evaluated by the Company:

- Overall proposal suitability; proposed engagement must meet the scope and needs included herein and be presented in a clear and organized manner.

- Organizational Experience; bidders will be evaluated on their experience as it pertains to the scope of this project.
- Previous work; bidders will be evaluated on examples of their work pertaining to the described engagement.
- Value and cost; bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this project.
- Service & Product Quality; bidders will be evaluated on their ability to provide pharmaceuticals that are WHO approved, sales and shipping turnaround time and commitment to prompt order fulfillment and order completion and ability to provide customer sales and sales follow-up.

Greatest weight will be applied to the proposal with the most favorable price and overall solution provided.

Each bidder must submit their proposal to the address below by April 15th, 2013 at 5pm MDT:

Relief Lending Group Inc.
10215-178 Street,
Suite 22,
Edmonton, Alberta
T5S 1M3

Any questions may be submitted by email to:

rfp@relieflendinggroup.com

Legal Obligations:

It is the Vendor's responsibility to be aware of and comply with all applicable, and federal laws governing the sale of products identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Indemnity:

The awarded Vendor shall protect, indemnify and hold harmless RLG and its customers, directors, employees and agents against any and all claims, losses and expenses, whether direct, indirect or otherwise, arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later fulfillment of its obligation under the contract. The Company has the right to revise the terms of this RFP in its discretion.

Force Majeure:

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of the Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Force Majeure Event " means any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement (other than obligations to make payments when due), and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades, embargoes, accidents or interruptions to transportation, trade restrictions, acts of any Governmental Authority after the date of this Agreement, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of such Party.

Termination for Cause:

In the event of breach or default of the contract or any other additional agreement containing terms necessary to ensure compliance with the proposer's proposal, RLG reserves the right to enforce the performance of the contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of RLG. At RLG's sole discretion, the proposer may be given a reasonable opportunity to cure its breach or default prior to the Company's termination under this provision. RLG's

option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

Termination for Convenience:

RLG may terminate the contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon sixty (60) days written notice to Proposer. In the event RLG exercises its right to terminate without cause, it is understood and agreed that only the amounts outstanding to the Company will be due and payable. No penalty will be assessed for the Company's termination for convenience.

Once terminated whether for convenience or for cause, any customer's lists provided must be returned and any copies of lists must be destroyed upon termination. Vendor may not contact any customers that have not been previously contacted, for a period of 5 years once the agreement has been terminated.

SCHEDULE A

Pharmaceutical Requirements

During the next 2 – 4 years the Customers of Relief Lending Group Inc. will require the purchase of the following medicines:

1) Formula:

3-in-1 Aids Anti-Retroviral consisting of:

Zidovudine (300mg) + Lamivudine (150mg) + Nevirapine (200mg)

Quantity:

2,384,474 doses/pills. (Quantity subject to change)

2) Formula:

Fluconazole 150 mg

Quantity:

7,153,422 doses/pills. (Quantity subject to change)

3) Formula:

Ciprofloxacin 250 mg

Quantity:

85,331,220 doses/pills. (Quantity subject to change)

Customers:

4,631 Customers. (Quantity subject to change)