

**ClaimSecure Inc.
Pharmacy Provider Agreement**

THIS AGREEMENT made between ClaimSecure Inc. (“ClaimSecure”) and the undersigned pharmacy provider (the “Pharmacy Provider”).

WHEREAS ClaimSecure is in the business of providing claims adjudication; claims payment; and other services; and

WHEREAS the Pharmacy Provider wishes to access and utilize ClaimSecure’s claims adjudication and payment services.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged), the parties agree as follows:

1) Definitions

Unless otherwise provided for in this Agreement, the following capitalized terms shall have the following meanings:

- a) "Agreement" shall mean this agreement, and all amendments made to this agreement.
- b) "Benefit Plan" means the benefits, products and services comprising a benefit plan that is administered by ClaimSecure.
- c) "Business Day" means a day other than a Saturday, Sunday or any other day that is a statutory or civic holiday in the Province of Ontario, Canada.
- d) "Claim" means a paper-based or electronic claim for a prescription drug; a medical device or similar product; or a Pharmacy Service.
- e) "ClaimSecure Card" means the personalized identification card provided by ClaimSecure to each Eligible Person.
- f) "ClaimSecure System" means ClaimSecure’s on-line prescription drug claims processing and adjudication system.
- g) "Eligible Amount" means the amount that is payable for a Claim under the terms of a Benefit Plan.
- h) "Eligible Person" means any individual who is covered by a Benefit Plan.
- i) "Person" shall mean any individual, corporation, partnership, firm or other entity.
- j) "Pharmacy Services" means all services usually and customarily rendered by a provider licensed to provide pharmacy services in the normal course of business.
- k) "Prescriber" means a Person who is licensed to prescribe drugs in the Province or Territory in which the prescription was written.
- l) "Transaction Date" means the date on which the Pharmacy Provider dispensed prescription drugs; sold a medical device or similar product; or rendered Pharmacy Services to an Eligible Person.

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2) ClaimSecure Responsibilities.

ClaimSecure will:

- a) Reimburse the Pharmacy Provider for the Eligible Amount for Claims submitted to ClaimSecure by the Pharmacy Provider. ClaimSecure shall not be liable to the Pharmacy Provider for any charges or costs not covered by a Benefit Plan.
- b) Provide the Pharmacy Provider with a reconciliation of the Eligible Amounts paid to the Pharmacy Provider by ClaimSecure.
- c) Provide technical support to assist the Pharmacy Provider in transmitting Claims through the ClaimSecure System.
- d) Supply the Pharmacy Provider with timely communications regarding changes or enhancements to the ClaimSecure System.
- e) Maintain a toll-free help desk during hours established by ClaimSecure to assist in resolving the Pharmacy Provider's questions or issues.
- f) Provide the Pharmacy Provider with additional or enhanced services as implemented from time to time by ClaimSecure.

3) Pharmacy Provider Responsibilities.

The Pharmacy Provider:

- a) Shall submit Claims that are a true account of the goods and services provided. The Pharmacy Provider will use its best efforts to ensure the accuracy of the data submitted to ClaimSecure, including but not limited to patient eligibility number, patient name, dependent code, DIN, quantity, days supply and Transaction Date.
- b) Agrees and warrants that it has valid assignment documentation in its possession, for all assigned Claims submitted by it to ClaimSecure.
- c) Will dispense prescription drugs in the quantity prescribed, unless according to the pharmacists' professional judgment, valid reasons exist for supplying the drugs in a different quantity.
- d) Shall not submit a Claim to ClaimSecure in an amount that exceeds the lower of i) the amount that the Pharmacy Provider would have charged a cash paying customer; and ii) the amount that the Pharmacy Provider would have charged any other third party payor.
- e) Will submit all electronic Claims to ClaimSecure for payment within fourteen (14) days after the Transaction Date; and all paper Claims within sixty (60) days after the Transaction Date.
- f) Will honour all ClaimSecure Cards properly presented. The Pharmacy Provider agrees to verify that an individual is an Eligible Person by examining the individual's ClaimSecure Card.
- g) Agrees to use its best efforts to send all Claims for an Eligible Person electronically to the ClaimSecure System.
- h) Will retain for a minimum of two (2) years after the Transaction Date, any such books and records as ClaimSecure may reasonably require in connection with Claims submitted for payment by the Pharmacy Provider to ClaimSecure. The Pharmacy Provider agrees to allow ClaimSecure's authorized representatives to inspect and

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review such books and records to verify the accuracy of the Claims submitted with reasonable prior notice.

- i) Will use reasonable efforts to display written materials supplied by ClaimSecure in order to inform the public that the Pharmacy Provider accepts the ClaimSecure Card

4) Term and Termination

- a) This Agreement shall continue in full force unless terminated by either party on 30 days prior notice in writing. ClaimSecure may terminate this Agreement on three (3) day's prior written notice if the Pharmacy Provider materially breaches its obligations under paragraphs 3a, 3b, or 3h of this Agreement.
- b) If this Agreement is terminated for any reason, the Pharmacy Provider agrees to immediately stop transmitting Claims to ClaimSecure.

5) Confidentiality and Privacy

- a) Except as otherwise required by this Agreement or the operation of the ClaimSecure System, each party will treat as confidential any information with respect to the other party and its customers. ClaimSecure agrees to comply with any applicable privacy legislation regarding the Pharmacy Provider, its customers, and the Claims.

6) Proprietary Rights

- a) All manuals, documents, or other materials provided by ClaimSecure to the Pharmacy Provider ("the Documents"), and all copies thereof shall remain the property of ClaimSecure. The Pharmacy Provider shall be permitted to make copies of the Documents for its own use, and shall not disclose the Documents and any copies thereof to any third party without the written approval of ClaimSecure.

7) Warranty and Indemnity

- a) The Pharmacy Provider agrees to indemnify ClaimSecure from any liability, loss, or costs or if ClaimSecure incurs any liability, or suffers any loss or damages as a result of the improper use of the ClaimSecure Card or the ClaimSecure System by the Pharmacy Provider; or as a result of any other material breach or non-performance of the terms of this Agreement by the Pharmacy Provider.
- b) ClaimSecure shall not be liable for any special, indirect or consequential damages including but not limited to, lost profits, lost data, lost revenues, failure to realize expected savings, or other commercial or economic losses of any kind as a result of this Agreement.

8) Other Terms and Conditions

- a) No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party.
- b) The Pharmacy Provider may not assign any of its rights or benefits under this Agreement to any Person without the prior written consent of ClaimSecure. This Agreement shall be binding upon the parties, their heirs, successors, and assigns.
- c) ClaimSecure shall have the right to offset and deduct amounts payable by the Pharmacy Provider to ClaimSecure from amounts payable to the Pharmacy Provider

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by ClaimSecure. ClaimSecure will provide the Pharmacy Provider with written documentation and an explanation for any such amounts.

- d) Each party grants the other party the right to use its name and identify it as a customer in promotional material and other documents to be distributed from time to time.
- e) Any delay or failure by either party hereto in performance hereunder shall be excused to the extent that such delays or failures are caused by occurrences beyond such party's control, including acts of God, decrees or restraints of governments, strikes or other labour disturbances, war, sabotage, and any other cause or causes which cannot be controlled by such party.
- f) Any termination of this Agreement by a party or the expiration of this Agreement as provided herein shall not in any way operate to deny any of such party's other rights or remedies. No failure or delay on the part of any party to exercise a right of termination hereunder nor any default by a defaulting party shall be construed to prejudice the non-defaulting party's right of termination or cancellation for such default or for any other subsequent defaults.
- g) This Agreement contains the entire agreement between the parties, and supersedes all prior agreements, negotiations, representations and proposals written or oral, relating to its subject matter.
- h) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario.

9) Notices

- a) Any communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, by telecopier or by pre-paid registered mail addressed to the party concerned at the addresses set forth below:

If to ClaimSecure :

ClaimSecure Inc.

PO Box 6500, STN A

Sudbury, ON

P3A 5N5

Attention: Claim Maintenance Department

Fax Number: 705-222-8865

If to the Pharmacy Provider: _____.

Attention: _____

Fax Number: _____

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- b) Both parties to this Agreement agree that "facsimile" transmissions of signed documents shall be regarded and accepted as if they bore original signatures. Promptly after such facsimile transmission the original documents bearing the original signatures shall be provided to the other parties.
- c) Any notice required to be provided under the terms of this Agreement shall be deemed to have been given and received on the date it was delivered or telecopied, or if mailed, on the third Business Day following the date of its mailing.

WHEREOF the parties hereto have executed this Agreement
this _____ day of _____, ____.

Name of Pharmacy Provider (print)

Authorized Signature of Pharmacy Provider

Linda Lin

Authorized Signature of ClaimSecure Inc.

PLEASE COMPLETE THE ATTACHED APPLICATION AND RETURN ONE COPY OF THIS SIGNED AGREEMENT AND THE ATTACHED APPLICATION TO:

ClaimSecure Inc.
PO Box 6500, STN A
Sudbury, ON
P3A 5N5
Attention : Claim Maintenance Department



New Pharmacy/Change of Ownership Application Form

Please complete and return the following Application form to the address shown below or fax it to (705) 222-8865

Attention: Claim Maintenance Department.

Note: The fields with * are mandatory fields

Section 1



Change of Ownership



New Pharmacy

Current Provider Number *: _____

Effective date of change *: _____

Opening Date of Pharmacy: * _____

Section 2 - Pharmacy Information

Accreditation/License Number: * _____ Software Vendor: _____

Pharmacy Name: * _____

Street Address: * _____ E-Mail Address: _____

City: * _____ Province: * _____ Postal Code: * _____

Pharmacy Phone #: * _____ Fax #: _____

Contact: * _____ Title: * _____

Section 3 - Comments

Send to:



**P.O Box 6500, STN A
Sudbury, ON
P3A 5N5**

If you require additional information, please feel free to contact our Pharmacy Help Desk at 1-800-461-6579

Signature(Owner)

Date