

PHARMOUTCOMES PROVIDER PAYS AG CUSTOMER AGREEMENT

PLEASE READ CAREFULLY BEFORE PROCEEDING:

This agreement is a legal agreement between the Affinity Group which you have selected (“us”, “we” or the “Affinity Group”) and you the community pharmacy or group of community pharmacies, to whom we provide certain services (“you” or “your”).

Note for groups of community pharmacies: If you are agreeing to these terms in your capacity as a representative of a group or chain of community pharmacies (“Service Recipients”), then you are agreeing to these terms on behalf of those Service Recipients, who will receive the benefit of the services provided by us under these terms, and will be bound by these terms as if they were you. Accordingly, any reference to “you” or “your” in these terms will also mean the Service Recipients where applicable, and you shall procure that all Service Recipients will fully comply with their obligations under these terms.

This Agreement relates to us managing payment administration for Provider Pays Claims (as defined below) on your behalf and passing on cost savings to you. Whenever you select us as your Affinity Group, these terms and conditions shall apply to our performance of the services.

IMPORTANT NOTICE:

- BY CLICKING ON THE "I AGREE" BUTTON YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL, SUBJECT TO US ACCEPTING YOUR OFFER TO CONTRACT WITH US, BIND YOU. ANY INDIVIDUAL WHO AGREES TO THESE TERMS, IS CONFIRMING THAT THEY HAVE THE AUTHORITY TO DO SO ON BEHALF OF THEIR ORGANISATION. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 8.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE ALLOWED TO SUBMIT PROVIDER PAYS CLAIMS VIA US AS YOUR AFFINITY GROUP AND THE DEFAULT CHARGING ARRANGEMENT UNDER YOUR OPTUM CUSTOMER AGREEMENT (AS DEFINED BELOW) AND ACCOMPANYING CHARGES, WILL APPLY.

You should print a copy of this Agreement for future reference.

1. Definitions

1.1. In this Agreement, the following words shall have the following meanings:

Affiliate means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

Affinity Group means an organisation that manages payments in respect of Provider Pays Claims for community pharmacies, through Optum’s PharmOutcomes Direct system.

Agreement means the clauses of this agreement as may be varied or amended from time to time in accordance with this

agreement, including any Schedules attached hereto.

Applicable Law means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the parties’ respective obligations under this Agreement.

Completed Follow Up means that a Provider Pays Service has been performed by you to a patient who attends your site and when the pharmacy service follow up stage has been saved successfully into PharmOutcomes.

Confidential Information means information (in any format) that falls within any of the following categories: (a) it relates to, includes or comprises terms and

conditions of the Agreement; (b) it is Your Data; (c) it is marked as “confidential” (or similar); (d) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including: (i) information concerning a party’s business operations or affairs, including research and development efforts, inventions, drawings, models, trade secrets, know-how, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with customers and suppliers, finances, personnel, computer software, and algorithms; and (ii) similar information of third parties that a party maintains in confidence; or (e) any combination of the foregoing.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a party, and “Controls”, “Controlled” and the expression “change of Control” shall be construed accordingly.

Claim Period means a period of either a Month or such other period as agreed in writing between the parties, in respect of which you receive Your Fees from NHS BSA.

Data Protection Laws means: (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, including the ‘UK GDPR’; (ii) the Privacy and Electronic Communications Regulations 2003; and (iii) any binding guidance or codes of practice issued by the ICO and/or European Data Protection Board from time to time.

Effective Date means the date upon which this Agreement becomes effective, being the 1st day of the relevant Month following the acceptance (by us and EHP) of your request to appoint us as your Affinity Group.

Extension Period has the meaning set out under clause 4.2.

Initial Term means the initial term of this Agreement, which must be a minimum of 1 full Month from the Effective Date. Therefore, if the Effective Date falls on a day other than the 1st day of the Month, the Initial Term would be the remainder of that Month, plus the whole of the following Month.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including knowhow and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Month means a calendar month during the Term.

NHS BSA means NHS Business Services Authority, the government body responsible for handling, and reimbursing community pharmacies in respect of, Provider Pays Claims.

Optum means Egton Medical Information Systems Limited (T/A Optum) registered in England and Wales (registered number 02117205) whose registered office is at Fulford Grange, Micklefield Lane, Leeds, LS19 6BA (along with any of its permitted assigns).

Optum AG Agreement means the agreement between us and Optum, pursuant to which Optum provides us with access to the Optum System.

Optum Customer Agreement means the agreement between you and Optum, pursuant to which Optum provides the Optum System and related services to you (and which sets out at Annex 2 details around your ability to make requests to appoint or switch Affinity Groups, and your rights around terminating an agreement with an Affinity Group).

Optum System means the Optum system used to deliver PharmOutcomes Direct, including a portal and related services, which you are permitted to access and use in accordance with the terms of the Optum Customer Agreement. We are also permitted

to access and use the portal in accordance with the Optum AG Agreement.

Our Fees means the fees (based on the Price List) which are payable to us in accordance with clause 7.

Personal Data has the meaning set out under Data Protection Laws.

Pharmacy First Services means the community pharmacy advanced services set out in the specification, and as further described, at: <https://www.england.nhs.uk/publication/community-pharmacy-advanced-services-specification-nhs-pharmacy-firstservice/#heading-1>.

PharmOutcomes Direct means Optum's management solution based on the 'provider pays' model, whereby the community pharmacy pays for using the Optum System but will only be charged based on the number of successful Provider Pays Claims.

Price List means the separate list provided by us to you prior to the Effective Date, via the Optum System (and any updated list provided by us from time to time), which sets out details of our prices for each type of Completed Follow-Up.

Provider Pays Claim means a claim made by Optum on your behalf, to the NHS Business Services Authority, for you to be reimbursed for the cost of providing a Completed Follow Up.

Provider Pays Service means such services as are provided by you to patients under the NHS "provider pays" model, including, the Pharmacy First Services.

Services means the services and benefits provided by us to you under this Agreement, as more particularly described in Schedule 2.

Staff means in respect of either party, any staff engaged by such party (including employees as well as any agents and subcontractors) in connection with this Agreement.

Term means the Initial Term and any Extension Period.

VAT means applicable value added tax chargeable under English law for the time being (and any similar additional or replacement tax).

Working Days means any day between Monday and Friday (other than any public holiday in England and Wales).

Working Hours means 9am to 5pm local time on Working Days.

Your Data means the anonymised transaction data relating to Completed Follow Ups and Provider Pays Claims, which is made available to us via the Optum System, and which we are permitted to access and use as part of our provision of the Services under this Agreement.

Your Fees means the amounts which you receive from NHS BSA each Claim Period in respect of successful Provider Pays Claim(s) made during that Claim Period.

2. Interpretation

2.1. Clause, attachment, schedule, appendix and paragraph headings shall not affect the interpretation of the Agreement.

2.2. A reference to: (i) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assignees; (ii) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (iii) words in the singular shall include the plural and vice versa; (iv) one gender shall include a reference to the other genders; and (v) a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and (vi) writing or written includes e-mail, but not faxes; and (vii) clauses and schedules are to the clauses and schedules of the Agreement; references to paragraphs are to paragraphs of the relevant schedule to the Agreement.

2.3. Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not

limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Precedence

If there is any conflict or inconsistency between the terms in the various parts of this Agreement, the terms and conditions in the body of the Agreement will prevail over those in the Schedules.

4. Term

- 4.1. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with the terms and conditions of this Agreement, shall continue for the Initial Term.
- 4.2. Subject to earlier termination in accordance with clause 12, at the end of the Initial Term the Agreement shall automatically renew on a rolling monthly basis thereafter (each 1 Month period being an “**Extension Period**”) unless and until the Agreement is terminated in accordance with its terms.

5. The Services

- 5.1. Subject to you fulfilling your obligations under this Agreement and the terms of the Optum Customer Agreement, we shall provide the Services to you during the Term of this Agreement.
- 5.2. We will provide the Services using reasonable skill and care.

6. Your Obligations

- 6.1. By accepting the terms of this Agreement, you:
 - (a) are hereby warranting that you have signed up with Optum’s PharmOutcomes Direct, and have in place an Optum Customer Agreement with Optum; and
 - (b) accept our Price List as displayed on the Optum System.
- 6.2. You shall ensure that all Completed Follow-Ups are immediately logged in PharmOutcomes.

- 6.3. You hereby grant us a non-exclusive, nontransferable licence during the Term, for us to access and use Your Data, via the Optum System, for the purposes of us delivering the Services to you and for us to perform our obligations under the Optum AG Agreement.
- 6.4. You may only appoint one Affinity Group to provide the Services and that Affinity Group (in this case us) shall be appointed on your behalf in respect of all Provider Pays Services you provide to patients. You are not able to select different Affinity Groups for different Provider Pays Services.

7. Fees and Payment

- 7.1. Following each Claim Period during the Term, in respect of all Provider Pays Claims made during that Claim Period, we will take payment in accordance with our standard payment method as notified to you. This may include a requirement to setup a direct debit with us or through the submission of invoice(s) to you in respect of Our Fees due.
- 7.2. Our Fee shall be calculated by reference to the prices set out in our Price List (which are based on a price per Completed Follow-Up), as updated from time to time. For the avoidance of doubt, subject to clause 7.3, unless agreed otherwise in writing, we will not charge you a higher amount than the Prices set out in the Price List.
- 7.3. We may amend the Prices as follows:
 - (a) from time to time, by giving you no less than 60 days’ notice in writing;
 - (b) on an annual basis with effect from each anniversary of the Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the Effective Date and shall be based on the latest available

figure for the percentage increase in the Retail Prices Index.

7.4. For the avoidance of doubt Our Fees are payable in GBP and are exclusive of VAT, which we shall add to our invoices at the appropriate rate.

7.5. You shall pay each invoice in full and in cleared funds, within thirty (30) days of the date of such invoice to a bank account nominated in writing by us.

7.6. If you fail to pay us on the due date, then: (i) this constitutes a material breach and we may suspend the Services until such payment is received in full; and (b) we may charge interest on such sum from the due date for payment at the annual rate of four percent (4%) above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

7.7. If we do not pay Optum by the due date, Optum reserves the right to charge you directly in respect of its fees due under the Optum Customer Agreement, and you may subsequently pursue us for the debt and/or offset or deduct such sum from Our Fees.

8. Limitation of Liability

8.1. Nothing in this Agreement excludes or limits the liability of either party in respect of:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; and/or
- (c) liability which may not otherwise be limited or excluded under Applicable Law.

8.2. Subject to clause 8.1, neither party shall under any circumstances whatsoever be liable to the other party, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any:

- (a) loss (whether direct or indirect) of revenue or profits;

- (b) loss (whether direct or indirect) of business opportunity;
- (c) loss (whether direct or indirect) of, or corruption to, any data;
- (d) loss (whether direct or indirect) of goodwill or injury to reputation;
- (e) loss (whether direct or indirect) of anticipated savings; and/or
- (f) indirect, consequential or special loss or damage,

in each case arising out of or in connection with the Agreement.

8.3. Subject to sub-clause 8.1 and sub-clause 8.2, the total liability of each party to the other in respect of each Claim Period, arising out of or in connection with this Agreement whether arising from contract, tort, negligence or otherwise shall be limited to the lower of the sum of £10,000 or 100% of Your Fees paid or payable to you during the previous Claim Period.

8.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement (including, any terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982).

9. Liability in relation to Service Recipients

9.1. Where you are acting on behalf of Service Recipients, this clause 9.1 shall apply, in addition to the aforementioned liability clauses:

- (a) you will remain liable for the acts and omissions of all Service Recipients in relation to this Agreement, as if they were your own acts and omissions;
- (b) any claims made by you or a Service Recipient against us

under this Agreement or for any tort (including negligence, breach of statutory duty or otherwise) relating to this Agreement will be conducted solely by you on your own behalf and for and on behalf of any Service Recipient. A Service Recipient will not bring a claim against us under this Agreement or for any tort (including negligence, breach of statutory duty or otherwise) relating to this Agreement against us except through you on the Service Recipient's behalf; and

- (c) payment by us to you of an amount owed to a Service Recipient pursuant to this clause 10 will, to that extent, satisfy and discharge our obligation to pay the amount to that Service Recipient.

10. Warranties and compliance with Applicable Law

10.1. You hereby warrant, represent and undertake that, as of the Effective Date, you have, and throughout the Term shall continue to hold, all relevant approvals, rights, consents, permits and licences in relation to performing your obligations and exercising your rights under this Agreement.

10.2. Both parties shall, in performing their respective obligations under this Agreement, comply with Applicable Law.

11. Data Protection

The parties anticipate that in performing their respective obligations and exercising their respective rights under this Agreement, neither party will have access to or will otherwise Process any substantive amounts of Personal Data of the other party. Accordingly, the parties do not consider it necessary to enter into a data sharing agreement or include data sharing/processing clauses in this Agreement. Notwithstanding the foregoing, to the extent that either party processes any Personal Data of the other party under or in relation to this Agreement, it shall do so in accordance with Data Protection Laws.

12. Termination and suspension

12.1. This Agreement may be terminated with immediate effect by either party (the "first party") by written notice to the other in the event of one or more of the following:

- (a) if the other ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation the terms of which have been approved in advance by the first party in writing) or is dissolved or struck off;
- (b) if the other is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings; and/or
- (c) if the other is in material breach of any provisions of this Agreement and fails to remedy such breach (where it is capable of being remedied) within 10 days of notice from the first party specifying such breach.

12.2. In the event that either the Optum AG Agreement and/or the Optum Customer Agreement expires or terminates for any reason whatsoever, without prejudice to your obligations to continue to pay us our Fee for the remainder of the relevant Month, this Agreement shall also terminate with immediate effect. For the avoidance of doubt, termination or expiry of this Agreement will not in itself affect the validity of the Optum Customer Agreement or the Optum AG Agreement, both of which will continue in full force and effect.

12.3. You may also terminate this Agreement and/or make requests to switch to an alternative Affinity Group in accordance with Annex 2 of the Optum Customer Agreement and Schedule 1 of this Agreement.

12.4. We may also terminate this Agreement for convenience at any time, by: (i) serving written notice on You within 7 days; and (ii) serving 2 Working Days' notice on Optum of such termination, prior to the end of any Month. Where Your membership with our organisation is due to expire or is terminated by us or by You, we shall be entitled to deem this as notice given to You to terminate this Agreement in accordance with paragraph (i) of this clause.

12.5. Where this Agreement is terminated for any reason pursuant to clause 12.4, such termination will take effect on the final day of the Month in which notice to terminate is served (provided that such notice was in accordance with clause 12.4). In the event that the notice was not served in accordance with clause 12.4 (including in respect of our compliance with clause 12.4(ii)), You agree that termination shall take effect on the final day of the following Month.

13. Effect of Termination

13.1. Termination or expiry of this Agreement shall be without prejudice to any rights of either party which may have accrued up to the date of such termination.

13.2. The provisions of clauses 1, 2, 3, 7, 8, 9, 11, 13, 14 and 15 and Schedule 1 shall survive any termination or expiry of this Agreement, howsoever arising.

13.3. Upon expiry or termination of this Agreement, howsoever caused:

(a) all licences granted hereunder shall automatically terminate;

(b) we will cease providing the Services to you, so (unless you make a Switch Request in accordance with Schedule 1 of this Agreement and Annex 2 of the Optum Customer Agreement), you will automatically transfer to the default charging arrangement as a direct customer of Optum in accordance with

the terms of the Optum Customer Agreement (which means that you will be charged higher prices for having Optum process Provider Pays Claims for you);

(c) each party shall, at the option of the other party, return or securely destroy all Confidential Information of the other party; and

(d) any outstanding undisputed Fees or other sums due shall be payable immediately.

14. Confidentiality

14.1. Subject to sub-clauses 14.2 and 14.3 below and save as otherwise expressly provided in this Agreement, neither party shall during the Term of this Agreement or thereafter for a period of 2 years, disclose to any person or use for any purpose any Confidential Information obtained by it (the "**Recipient Party**") from the other (the "**Disclosing Party**") in connection with this Agreement, but the Recipient Party may:

(a) disclose Confidential Information to such of its Staff or professional advisers (which shall include, lawyers, accountants and auditors) who require such disclosure where legitimately necessary for the proper performance of their duties; and/or

(b) use Confidential Information in the proper exercise of its rights and the performance of its obligations under this Agreement.

14.2. The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using not less

than the standard of care as it applies to its own Confidential Information.

derive it would require substantial skill, labour or expense.

14.3. The restrictions on use and disclosure of Confidential Information under sub-clause 14.1 shall not apply to any Confidential Information which:

- (a) was already known to the Recipient Party prior to its receipt thereof from the Disclosing Party; or
- (b) was subsequently disclosed to the Recipient Party lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party; or
- (c) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause 14 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
- (d) is required to be disclosed by law, regulation, order or regulators.

14.4. Confidential Information shall be subject to the obligations of confidence in this clause 14, irrespective of whether communicated orally or in writing by the Disclosing Party or its representatives or obtained through observations made by representatives of the Recipient Party at the premises of the Disclosing Party.

14.5. Confidential Information shall not be exempted under sub-clause 14.3 above from restriction under this Agreement by reason only that:

- (a) some or all of its features (but not the combination and/or principle thereof) are or become public knowledge or are in the possession of or become available to the Recipient Party as mentioned in sub-clause 13.3; or
- (b) such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Recipient Party as mentioned in sub-clause 14.3 if so to obtain or

14.6. Nothing in this clause 14 shall prevent the Recipient Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights.

15. General Terms

15.1. Publicity

Neither party shall be permitted to publicise its involvement with the other in relation to this Agreement, without the prior written consent of the other party, not to be unreasonably withheld or delayed.

15.2. Waiver

- (a) A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

15.3. Force Majeure

We shall have no liability to you under the Agreement if we are prevented from, or delayed in performing, our

obligations under the Agreement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of our suppliers or subcontractors.

15.4. Relationship

Nothing in this Agreement creates a joint venture or relationship of partnership or agency between the parties. Accordingly, except as expressly authorised under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party. No Staff of ours shall be construed as being an employee of yours by virtue only of this Agreement or the performance of our obligations under this Agreement.

15.5. Assignment and Sub-Contracting

Neither party may assign or sub-contract any of its rights or obligations under this Agreement to any other third party without first obtaining the express written consent of the other party (such consent not to be unreasonably withheld or delayed).

15.6. Severability

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

15.7. Variations

- (a) Where our Optum AG Agreement is varied, we may need to make consequential amendments to this Agreement. Accordingly, we reserve the right to amend the terms of this Agreement from time to time to reflect such changes. Where we do so, we or Optum will notify you which may be in and/or via the System, and by continuing to receive the Services You will be

deemed to have accepted such amended terms.

- (b) Subject to clause 15.7(a), this Agreement may only be changed or added to by a written variation referencing this clause, agreed by both parties.

15.8. Notices

- (a) Addresses for notices or other communications under this Agreement are set out in the Optum System.
- (b) Any notice required under this Agreement shall be given in writing and in the English language and sent to the address of the party for which it is intended to be given, or such other address as shall have been notified to the other party in accordance with this clause and be sent by registered post or equivalent, courier or other electronic transmission; and
 - (i) if posted, shall be deemed to have been received three Working Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten Working Days after the date of posting; or
 - (ii) in the case of email for the attention of Legal Counsel to uk.contracts@optum.com, upon confirmation of complete receipt being given by the intended recipient party; or
 - (iii) if couriered, on delivery.

15.9. Third Party Rights

Save in respect of any Service Recipients, this Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

15.10. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this clause shall exclude any liability in respect of any misrepresentations made fraudulently.

construed in accordance with the laws of England.

- (b) The parties submit and agree to the exclusive jurisdiction of the English Courts.

15.11. Dispute Resolution

- (a) Any dispute arising out of or in connection with the Agreement (each a “**Dispute**”) shall be referred by either party first to the authorised representatives of each of the parties for resolution.
- (b) If the Dispute cannot be resolved by the authorised representatives of the parties within ten (10) Working Days after the Dispute has arisen, either party may give notice to the other party in writing (each a “**Notice**”) that a Dispute has arisen.
- (c) Within ten (10) Working Days after the date of the Notice, the Dispute shall be referred to a senior executive of each of party for resolution. If the Dispute is not resolved by agreement in writing between the parties within ten (10) Working Days after the date of the Notice, then each party shall be entitled to pursue such remedies as may be available to it under the Agreement or otherwise at law or in equity. This clause 15.11 is without prejudice to either party’s right to seek interim relief against the other party (such as injunction) through local courts, as defined herein, to protect its rights and interests.

15.12. Applicable Law and Jurisdiction

- (a) This Agreement and any matters (whether contractual or noncontractual) arising out of or in connection with this Agreement shall be governed by and



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Schedule 1

Switch Requests and Termination

- 1.1 During the Term of this Agreement, you may at any time either:
- 1.1.1 select a new Affinity Group; or
 - 1.1.2 select to terminate this Agreement.
- 1.2 Where you wish to make a change pursuant to paragraph 1.1, you must, as soon as reasonably possible prior to the end of the relevant Month, via settings in PharmOutcomes Direct:
- 1.2.1 request that this Agreement is terminated (“**AG Termination Request**”); or
 - 1.2.2 request to enter into a new AG Customer Agreement with a different Affinity Group (“**Switch Request**”).
- 1.3 In the event that you make an AG Termination Request:
- 1.3.1 this Agreement shall be terminated and such termination shall take effect either:
 - 1.3.1.1 from the 1st day of the following Month; or
 - 1.3.1.2 if you fail to submit an AG Termination Request sufficiently in advance of the end of the relevant Month, we (and Optum) reserve the right to effect such change from the 1st day of the second Month following our receipt of such AG Termination Request;
 - 1.3.2 upon termination of this Agreement, you will revert to paying Optum directly, in accordance with Part A of Annex 2 of the Optum Customer Agreement; and
 - 1.3.3 for the avoidance of doubt, until termination of this Agreement has taken place, you shall continue to be liable to pay us Our Fees in accordance with this Agreement and you acknowledge that you will continue to be liable to us for any outstanding payments due to us under this Agreement, notwithstanding the termination of this Agreement.
- 1.4 In the event that you make a Switch Request:
- 1.4.1 the new Affinity Group (and Optum) will review any Switch Request, and subject to Optum’s (and where applicable the new Affinity Group’s) acceptance of a Switch Request (which will be entirely in Optum’s and where applicable, the new Affinity Group’s discretion), such change will take effect either:
 - 1.4.1.1 from the 1st day of the following Month; or
 - 1.4.1.2 if you fail to submit a Switch Request sufficiently in advance of the end of the relevant calendar month, Optum (and where relevant the new Affinity Group) reserve the right to effect such change from the 1st day of the second Month following their receipt of such Switch Request;
 - 1.4.2 upon acceptance of your Switch Request, and therefore commencement of your new AG Customer Agreement, this Agreement will automatically terminate; and
 - 1.4.3 for the avoidance of doubt, until your Switch Request and therefore termination of this Agreement has taken place, you shall continue to be liable to pay us Our Fees in accordance with this Agreement and you acknowledge that you will continue to be liable to us for any outstanding payments due to us under this Agreement, notwithstanding the termination of this Agreement and/or commencement of the new AG Customer Agreement.
- 1.5 You may switch Affinity Groups as frequently as you wish but you may only receive services from one (1) Affinity Group at any one time. Accordingly, upon commencement of a new AG Customer Agreement, this



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Agreement will automatically terminate (save for any provisions which expressly or by implication are intended to survive, including in respect of any outstanding payment obligations).



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Schedule 2

Services

1. Services

- a. We will administer Provider Pays Claims for you as follows:
 - i. we have an agreement with Optum pursuant to which Optum process Provider Pays Claims for you and other community pharmacies;
 - ii. by leveraging Optum's PharmOutcomes Direct system which processes high volumes of Provider Pays Claims on behalf of community pharmacies, we pass on the benefit to you of certain economies of scale, in relation to the cost of making Provider Pays Claims; and
 - iii. we will pay Optum their fee based on the total number of Provider Pays Claims on your behalf – Our Fee is therefore inclusive of Optum's fee in respect of their costs of providing the Optum System and related services.
- b. We will provide the Services in relation to all Provider Pays Services, whether present or future.
- c. You acknowledge and agree that, save for the Provider Pays Claims, we will not manage any other claim or payment on your behalf and you are responsible for understanding and complying with any funding rules applicable to the Provider Pays Services.