

# Pharmacy Provider Agreement

This agreement is made between Canadian Benefit Providers Inc. (hereinafter referred to as “CBP”) and the undersigned Pharmacy Provider (the “Pharmacy”).

## Background

A. CBP is in the business of providing pharmacy claims adjudication services throughout Canada; and  
B. The Pharmacy wishes to access the CBP program on the terms and conditions set forth in this agreement.

THEREFORE, CBP and the Pharmacy agree as follows:

## 1. CBP OBLIGATIONS:

CBP shall:

**1.1** Reimburse the Pharmacy for the Eligible Amount for Claims submitted by the Pharmacy for all valid prescriptions, as defined by provincial statute, processed by the Pharmacy through the CBP program.

**1.2** Make payments for valid prescriptions into the designated bank account maintained by the Pharmacy on the 15th and 30th of the month in which the Pharmacy has submitted the applicable claim to CBP for payment. The payment will include all claims up to two (2) days prior to the payment.

**1.3** Make available to the Pharmacy a reconciliation of all amounts paid to the Pharmacy by CBP. Reconciliations shall be available to the Pharmacy at any time on the CBP web site.

**1.4** Provide support to assist the Pharmacy in transmitting prescriptions through the CBP program, including without limitation a toll-free number to assist the Pharmacy staff with any problems with the program.

**1.5** Provide the Pharmacy with timely communications concerning changes or improvements to the CBP program.

**1.6** Provide the Pharmacy with written instructions and technical specifications in order that the Pharmacy and Store staff may properly utilize the program.

## 2. PHARMACY OBLIGATIONS

The Pharmacy shall:

**2.1** Ensure that the patient (or authorized dependent of the patient) requesting a billing to the CBP program is in fact in possession of a Benefit card.

**2.2** Use reasonable efforts to ensure that the patient who is requesting a billing to CBP is in fact the same person who is on record on the CBP card program.

**2.3** Ensure that the billing is for a valid prescription.

**2.4** Honor all valid CBP card prescriptions presented,

**2.5** Submit a claim to the CBP program in an amount not to exceed the lower of either (1) the amount it would charge to its cash paying customers paid or (2) the amount that the Pharmacy would have charged any other third party (excepting contractual agreements between the Pharmacy and another third party.)

**2.6** Not charge any additional amount to its customers for prescriptions paid for in full with Benefit cards.

**2.7** Keep an accurate and complete record and retain said records as required by law in connection with prescriptions, both written and verbal (that is, renewal prescriptions) processed through the CBP program and, to the extent permitted by law, to provide CBP with such documents and materials as may reasonably be required by CBP to verify claims made under the Benefit card program.

### **3. TERMINATION**

**3.1** Either Party may, at any time and without cause, terminate this Agreement on thirty (30) days prior, written notice to the other Party

**3.2** Either Party may terminate this Agreement without delay if the other Party violates any of its obligations under this Agreement or if the other Party should become bankrupt or insolvent, or initiate or become the subject of any proceeding concerning its insolvency, bankruptcy, reorganization, dissolution, liquidation or any proceeding for the relief of any financially distressed debtors.

**3.3** If this Agreement is terminated for any reason whatsoever, the Pharmacy agrees to, without delay, cease transmitting compensation requests to the CBP program. CBP shall honor all compensation requests sent prior to such termination, without deduction, in accordance with this Agreement.

### **4. OWNERSHIP**

**4.1** Except as provided herein, the Pharmacy agrees that it will not obtain or have any right, title, license in or to any CBP trademarks.

**4.2** CBP agrees that it will not obtain or have any right, title, license in or to any Pharmacy trademarks.

### **5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

**5.1** In no event shall either Party or their affiliates or suppliers or their respective officers, directors, shareholders, partners, employees, agents or contractors be liable for any indirect, incidental,

consequential, special, punitive or exemplary damages, lost profits, lost data or other commercial or economic losses of any kind whatsoever, even if it has been advised of the possibility of such damages.

## **6. PRIVACY, INDEMNITY AND CONFIDENTIALITY**

**6.1** Both parties shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement or as required by law, any information which relates to the other party's business affairs; trade secrets; technology; research and development; pricing; employee, patient or customer information; or the terms of this Agreement ("Confidential Information") and each agrees to protect the Confidential Information with the same degree of care that it exercises to protect its own confidential information but in no event with less than reasonable care.

**6.2** Upon expiration or termination of this Agreement or upon the request of the other party, each party agrees to promptly return the other's Confidential Information.

**6.3** Both Parties hereby covenant and agree to comply with all applicable privacy laws dealing with the handling and management of personal information about an identifiable individual ("PI"), including the Personal Information Protection and Electronic Documents Act. Without limiting the generality of the foregoing, both parties covenant and agree to use and disclose PI only for the purposes set out in this Agreement and for no other purpose, use adequate safeguards to protect PI from inadvertent disclosure, Each Party ("Indemnifying Party") hereby agrees to indemnify and hold harmless the other Party from and against any losses, damages, costs (including reasonable legal fees) and liabilities arising from or in connection with the breach of the foregoing obligations by the Indemnifying Party. The provisions of this Article 6 shall survive the termination of this Agreement.

## **7. MISCELLANEOUS**

**7.1** This Agreement constitutes the entire agreement between the Parties and sets out all the covenants, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, understandings or other agreements, oral or written, express or implied between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

**7.2** Neither party shall be responsible for the failure to comply with any term or condition of this Agreement, if such failure is directly or indirectly caused by events beyond the reasonable control of the party, including without limitation, fire, flood, earthquake, accident, civil disturbance, war, strikes or labor problems, delays in transportation, failure in telecommunication facilities, parts or components, delay or performance of any supplier or contractor, or acts of God.

**7.3** This Agreement shall be governed by and interpreted in accordance with the law of the Province of Alberta and the federal law of Canada applicable therein.

**7.4** CBP reserves the right to gather and utilize as it sees fit statistical data and information associated with the Benefit program, provided that such data and information is generic and does not enable identification of specific individuals. Each Party will obtain the other Party's written consent before using the other Party's name, location, or description of services in any advertisement, any public statement or any published or widely distributed literature including, but not limited to, the purposes of marketing.

**7.5** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.

**7.6** No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

**7.7** Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) to the addresses set out below.

**7.8** This Agreement may be executed in any number of counterparts; each of which, when so executed and delivered, shall be deemed an original and such counterparts together shall constitute one and the same instrument. Each party shall receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile copy of this Agreement, including signatures pages hereto, shall be deemed to be an original. Notwithstanding the former, the parties shall each deliver original execution copies of this Agreement to one another as soon as practicable following the execution thereof.

**Canadian Benefit Providers Inc.**  
**301-8925 51 AVE NW Edmonton AB T6E 5J3**

**CBP Signatory**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THE PHARMACY**

Pharmacy Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Pharmacy Signatory**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_