

AGREEMENT for dispensing services

BETWEEN:

- (1) **INNOX TRADING LIMITED (T/A Chemist4U)** incorporated and registered in England and Wales with company number 07262043 whose registered office is at 37 Greenhey Place, East Gillibrands, Skelmersdale, Lancashire, WN8 9SA (the **Supplier**); and
- (2) You the user of the ScriptLink Platform (the **Customer**)

RECITALS:

- (A) The Supplier operates a distance selling pharmacy, which is registered with the General Pharmaceutical Council under registration number 9011784.
- (B) The Customer is a user of user of the ScriptLink Platform
- (C) The Customer wishes to obtain, and the Supplier wishes to provide such services on the terms set out in this agreement.

IT IS AGREED THAT:

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Applicable Laws	all applicable laws, statutes and regulations from time to time in force;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Hours	the period from 0900 to 1800 on any Business Day;
Charges	the Product Fee (medicine) and the Dispensing/Activity Fee.

Commencement Date	the date of this agreement;
Customer Data	the data, which is inputted by the Customer, in each case for the purpose of facilitating access to the medicine delivery service for patients.
Dispensing Services	the dispensing services, which are to be provided by the Supplier, which are required in order to fulfil a Prescription and arrange for delivery of the Products to the Patient's address.
Force Majeure Event	shall have the meaning given to it in clause 13;
Good Industry Practice	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company operating within the pharmaceutical services sector;
Patient	an individual who has undertaken a consultation and clinical assessment by a registered and suitably qualified healthcare professional, who is engaged by the Customer, and has been assessed as being eligible for the requested medication
Prescription	an electronic prescription for Products, which has been issued by a registered and suitably qualified prescriber who is engaged by the Customer, and which is received by the Supplier which is raised in accordance with clause 3;
Product Cost	the cost price of a Product, at the agreed price.
Products	those products, including medicinal products, which are to be purchased by the Supplier from its pharmaceutical wholesaler and, further to receipt of a Prescription, dispensed and delivered to patients as part of the Dispensing Services.
Service Levels	those service levels in respect of the Dispensing Services that are set out in Schedule 3;

Dispensing Fee	the cost to clinically check, dispense and complete a prescription
Shipping Fee	the cost charged by the Supplier for the delivery of the Products to the Patient, as elected by the Patient (or if not so elected by the Patient, at the Supplier's sole discretion) being either: <ul style="list-style-type: none"> • Tracked 24 Royal Mail GPS Non Signature • Tracked 24 Royal mail Signature • Special Delivery Royal Mail by 1pm
VAT	value added tax or any equivalent tax chargeable in the UK; and
Website	the website located at www.ScriptLink.co.uk whereby Customer will input prescriptions to be sent to the Supplier for preparation and dispatch directly to the patient.
Customer Support	All queries from partner to Chemist4u and customer to Chemist4u can be sent to scriptlink@chemist4u.com

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to **writing** or **written** includes fax and email.

- 1.7 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.

2. Commencement and Duration

- 2.1 The Supplier shall provide the Dispensing Services to the Customer in accordance with this agreement.
- 2.2 The Supplier shall provide the Dispensing Services from the Commencement Date.
- 2.3 This agreement shall commence on the Commencement Date and shall continue subject to clause 2.4.
- 2.4 This agreement shall automatically continue for a period of 12 (twelve) months (an **Extended Term**) at the end of the Initial Term and at the end of each Extended Term, unless it is terminated earlier in accordance with clause 10.

3. Dispensing Services

- 3.1 Each Prescription shall be issued to the Supplier in the following manner:
- 3.1.1 A mutually agreeable integration/download from customer system to be imported into supplier systems:
- 3.1.1.1 all information set out in Schedule 1; and
- 3.1.1.2 such other information as the Supplier may reasonably request from time to time; and
- 3.1.2 the Supplier shall in accordance with the Service Levels review such Prescription and, subject to the terms of this agreement, provide the Dispensing Services in relation to the same.
- 3.2 The Supplier shall purchase the Products from a pharmaceutical wholesaler, which shall hold a valid and currently subsisting wholesale dealers' licence (wholesale distribution authorisation) and the Customer shall reimburse the Supplier with the Charges in accordance with clause 6.
- 3.3 The Supplier reserves the right to query any Prescription and place it on hold based on clinical judgement, for example errors with strength or dosage, without liability to the Customer. The Supplier warrants that it shall exercise, and shall procure that

such of its employees, agents and/or sub-contractors who provide the Dispensing Services exercise, such clinical judgement strictly in accordance with all Applicable Laws and/or all applicable General Pharmaceutical Council regulations and/or guidance.

4. **Supplier's Responsibilities**

4.1 The Supplier shall provide the Dispensing Services, further to its receipt of a Prescription, in accordance with the terms of the Prescription in all material respects and will dispatch any accepted Prescription in accordance with the Service Levels.

4.2 The Supplier shall provide the Dispensing Services at all times with reasonable care and skill and Good Industry Practice.

4.3 The Supplier shall obtain and maintain for the duration of this agreement all necessary licences and consents and comply with all relevant legislation in relation to the Dispensing Services, in all cases before the Commencement Date. In providing the Dispensing Services, the Supplier shall follow its standard operating procedures, which it has in place from time to time and which shall comply with all applicable General Pharmaceutical Council regulations where applicable.

4.4 The Supplier shall ensure that throughout the duration of this agreement it obtains and maintains adequate insurance with a reputable insurance company, agreed as per below levels, having regard to its obligations under this agreement:

- 4.4.1 Employer Liability:£10,000,000 per event
- 4.4.2 Public Liability:£2,000,000 in the aggregate
- 4.4.3 Professional Indemnity (including Public and Product Liability):£10,000,000 in the aggregate
- 4.4.4 Property Insurance:£15,000,000 in the aggregate

5. **Customer's Obligations**

5.1 The Customer shall:

5.1.1 co-operate with the Supplier in all matters relating to the Dispensing Services.

5.1.2 provide to the Supplier, in a timely manner, such information and documents, or with access to such information and documents, as the Supplier may require (including the information set out in Schedule 1) and ensure that it is accurate in all material respects.

5.1.3 obtain and maintain for the duration of this agreement all necessary licences and consents and comply with all relevant legislation in relation to the Prescribing Services, in all cases before the Commencement Date; and

5.1.4 comply with any additional responsibilities in relation to the issuing of a Prescription.

5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.3 The Customer shall indemnify the Supplier on demand for all reasonable costs, charges or losses which are sustained or incurred by the Supplier (including all direct losses and those arising from injury to or death of any person) that arise directly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement.

6. **Charges and Payment**

6.1 In consideration of the provision of the Dispensing Services by the Supplier, the Customer shall pay the Charges to the Supplier.

6.2 The Supplier shall report to the Customer on a monthly basis for all Products that it has dispensed and delivered to patients pursuant to this agreement (the **Monthly Report**) and shall be entitled to raise an invoice monthly in arrears for all the Charges that have been incurred by the Customer during the preceding month.

6.3 Subject to clause 6.4, the Customer shall pay each undisputed invoice submitted to it by the Supplier, in full and in cleared funds in sterling, within 30 (thirty) days of the end of the month in which such invoice is raised to a bank account nominated in writing by the Supplier.

6.4 If the Customer, acting reasonably and in good faith, identifies a discrepancy of more than 5 (five) per cent between: (i) its records of Prescriptions that it has made available to the Supplier pursuant to clause 3.1.1; and (ii) the Prescription figures

stated in the Monthly Report, the Customer shall notify the Supplier in writing of such discrepancy and, upon receipt of such notification, the Supplier shall within 7 (seven) days undertake a reconciliation of the figures that have been included in the disputed Monthly Report and either: (i) confirm in writing that the figures stated in the Monthly Report are accurate; or (ii) issue an amended invoice based on the corrected figures in a revised Monthly Report. The due date for payment stated in clause 6.3 shall be extended by 7 (seven) days if the Customer accepts the results of the reconciliation or, if the Customer, acting reasonably and in good faith, does not accept the results of the Supplier's reconciliation, the parties will use all reasonable endeavours to resolve the dispute and the due date for payment stated in clause 6.3 shall be extended accordingly until the resolution of such dispute. During such period of dispute, the Customer shall be required to pay in accordance with clause 6.3 such part of the Supplier's invoice that the parties agree is not in dispute.

6.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay any undisputed sum due to the Supplier on the due date:

6.5.1 the Customer shall pay interest on the overdue amount at the rate of 3 (three) per cent per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and

6.5.2 upon no less than 14 (fourteen) days' written notice to the Customer, the Supplier may suspend the Dispensing Services until payment has been made in full.

6.6 All sums payable to the Supplier under this agreement on its termination shall become due within 30 (thirty) days of the end of the month in which the Supplier's final invoice was submitted, despite any other provision. This clause 6.6 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

6.7 All amounts due under this agreement:

6.7.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

6.7.2 shall be paid in full subject to any and all reasonable, allowable and lawful set-offs and deductions.

7. **Compliance With Applicable Laws**

In performing their respective obligations under this agreement, each party shall comply with all Applicable Laws.

8. **Data Protection**

Each party shall (and shall procure that any of its respective directors, officers, employees, permitted agents, licensees and contractors shall) comply with all applicable requirements of the 'Information Processing Agreement', which is attached at Schedule 2, which the parties shall enter into on or around the Commencement Date.

9. **Limitation of Liability**

9.1 Nothing in this agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

9.2.1 loss of profits;

9.2.2 loss of sales or business;

9.2.3 loss of agreements or contracts;

9.2.4 loss of anticipated savings;

9.2.5 loss of or damage to goodwill; or

9.2.6 any indirect or consequential loss.

9.3 The parties acknowledge and agree that the Supplier shall not be liable for assessing the suitability of the Product for a Patient, on the mutual understanding that the Customer shall undertake or procure the undertaking of a thorough and robust clinical assessment of the Patient's requirements, which shall be undertaken via a telephone consultation and full medical assessment by a suitably qualified healthcare practitioner who is engaged by the Customer.

9.4 Subject to clause 9.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the amount of insurance cover held by the Supplier pursuant to clause 4.5.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

10.1.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;

10.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

10.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

10.1.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

10.1.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

10.1.7 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

10.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 (fourteen) days;

10.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.2 to clause 10.1.8 (inclusive); or

10.1.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.2 Without affecting any other right or remedy available to it:

10.2.1 the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 (fourteen) days after being notified to make such payment; and

10.2.2 the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier:

10.2.2.1 if the Supplier breaches the Service Levels and, if such breach is remediable, fails to comply with those requirements for remedying such breach that are set out in Schedule 3; or

10.3 Without affecting any other right or remedy available to it, either party may terminate this agreement at any time by giving not less than 3 (three) months' written notice to the other party.

11. Consequences of Termination

11.1 The termination of this agreement pursuant to clause 10 shall result in the automatic termination of the Dispensing Services to be provided by the Supplier in respect of

all Prescriptions which have been received by the Supplier but not yet dispensed at the time of termination.

11.2 On termination or expiry of this agreement:

11.2.1 the Customer shall within 30 (thirty) days of the end of the month in which the supplier's final invoice was submitted pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Dispensing Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable within 30 (thirty) days of the end of the month in which the Supplier's final invoice was submitted; and

11.2.2 the following clauses shall continue in force: clause 9 (Limitation of liability), clause 15 (Governing law) and clause 16 (Jurisdiction).

11.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. **Risk in Products and Insurance**

12.1 Any Products, which are dispensed by the Supplier as part of the Dispensing Services, shall be despatched at the risk of the Supplier which accepts liability for any damage to, or for any loss or non-delivery of, the Products.

12.2 The responsibility for insuring any Products, which are dispensed and delivered by the Supplier as part of the Dispensing Services, shall lie with the Supplier, who should satisfy itself that it has sufficient insurance for such purposes.

12.3 The supplier shall incorporate a 1.5% LDF (Lost, Damaged Faulty) Fee to all invoices which will ensure no quibble resends for Lost, Damaged or Faulty products can be sent if required.

13. **Force Majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 (four) weeks, the party not affected may

terminate this agreement by giving 7 (seven) days' written notice to the affected party.

14. **General**

14.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without first obtaining the prior written consent of the other party.

14.2 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.3 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

14.4 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.6 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14.7 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

- 14.9 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.10 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.11 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- 14.11.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 14.11.2 sent by fax to its main fax number; or
- 14.11.3 sent by email to the following email addresses:
- 14.11.3.1 for the Supplier: james.o@innox.co.uk; and
- 14.11.3.2 for the Customer: the email used to sign up to the ScriptLink Platform
- 14.12 Any notice shall be deemed to have been received:
- 14.12.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 14.12.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 0900 on the second Business Day after posting.
- 14.12.3 if sent by fax or email, at 0900 on the next Business Day after transmission.
- 14.13 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.14 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15. **Governing Law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

16. **Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule 1

Information to be included in a Prescription

- Such Patient information as the Supplier shall reasonably request about the individual to whom any Products are being delivered, including:
 1. Full name;
 2. Address; and
 3. Date of birth.

- Such information about the Product being ordered as the Supplier shall reasonably request, including:
 1. Product name;
 2. Formulation (including strength and dose form);
 3. Quantity; and
 4. Dosage.

- A valid prescription form, written in English that has been approved and countersigned by a suitably qualified and registered healthcare practitioner, who is authorised to prescribe the Products.

- Such other information as the Supplier reasonably requests from time to time.

Schedule 2

Information Processing Agreement

1. Processing of Personal Data under this agreement shall be limited to such processing activities as the Supplier is reasonably required to undertake in connection with its performance under this agreement.
2. Personal Data will be collected and processed for the following **Purpose**:
 - 2.1 to allow Patients to receive the Products; and
 - 2.2 to allow the Supplier to provide the Customer with Royal Mail delivery references. This allows the Customer and Patients to track delivery progress via Royal Mail's online delivery tracker website (Internet - <https://www3.royalmail.com/track-your-item#/>).
3. The **Nature** of the processing will be:
 - 3.1 collection, recording and storage;
 - 3.2 structuring and filing including in an organised database;
 - 3.3 access and retrieval; and
 - 3.4 combination with other data.
4. The **Duration** of the processing under this agreement will be the term of this agreement, and such other period as the Supplier may reasonably require in connection with this agreement, as per clause 24 in IPA embedded in this Schedule 2.
5. The **Types of Personal Data** processed under this agreement will be:
 - 5.1 Customer Data, to the extent that the same constitutes Personal Data;
 - 5.2 identity and contact details, including name, title, postal address, email address, and phone numbers;
 - 5.3 details of the Products supplied to Patients constituting part of such user's medical records;
 - 5.4 any other data which the parties deem appropriate in order to deliver the Dispensing Services.
6. The **Categories of Data Subject** whose Personal Data will be processed under this agreement will be:
 - 6.1 Patients.

Schedule 3

Schedule 3 – Service Levels

1.The Supplier shall perform the Prescribing & Dispensing Services in accordance with the following Service Levels:

All consultations provided by 1pm:

- Will be dispatched same day
- Delivered the following day for Tracked 24 & Special Delivery Services (94 % in line with Royal Mail metrics) and the day after the following day for Tracked 48 services (98% in line with Royal Mail metrics)

All enquiries responded to within 24 hours.

[To insert: something around stock availability as per comment thread above]

2. To the extent that any breach of the above Service Levels is identified in such report:

2.1 the Supplier shall investigate the breach and use reasonable endeavours to remedy such breach (if remediable) within 5 (five) Business Days; and

2.2 the Supplier shall report back to the Customer with its findings in respect of:

- a. the cause of the breach;
- b. the Supplier’s proposed remedy for such breach or confirmation that it has remedied the breach (in either case, if remediable); and
- c. the impact of the breach.

3. If the breach (if remediable) is not remedied within 5 (five) Business Days, the parties shall discuss in good faith how they can work together to remedy such breach.

4.If the breach (if remediable) remains unresolved at the next monthly reporting period, the Customer may terminate this agreement on immediate written notice to the Supplier.

B2B Partner Dispensing- Tier 3		
Exceptions	Action	Responsibility
Lost, Damaged or Faulty	Chemist4U resend new item free of charge (Covered by the 1.5% LDF fee on all invoices)- Faulty items must be returned directly to Novo Nordisk	Chemist4U
Missed Deliveries & Subsequent Return	Medicines are still usable for 45 days outside of cold chain. If patient does not collect parcel and return to C4U, C4U will need a new order to be submitted if patient still requires item	Tier 3 Partner
Returned to sender due to incorrect data e.g. bad address	Chemist4U will need a new order in the instance were incorrect data was provided.	Tier 3 Partner