

MEDADVISOR PHARMACY LICENCE AGREEMENT

By downloading, accessing or using MedAdvisor software, your pharmacy agrees with MedAdvisor to be bound by this Agreement.

INTRODUCTION

Please read the following MedAdvisor Pharmacy Licence Agreement (**'Agreement'**) carefully before continuing. This is a legal contract between MedAdvisor International Pty Ltd ACN 161 366 589 (**'MedAdvisor' or "we"**) and your pharmacy business or company (**'You', 'Pharmacy', 'Your Pharmacy', 'The Pharmacy'**). MedAdvisor is willing to license the software provided to you, whether by download, via the Internet, as part of a device or piece of equipment, or on software media, including all databases, data, and documentation contained in and/or provided in this Agreement, including any subsequent updates (**'Software'**) to you only upon the condition that you accept all of the terms and conditions contained in this Agreement. This Agreement applies to both the full and light version of the Software. The light version of the Software only has a subset of the functionality of the full version of the Software, as may be amended by MedAdvisor from time to time. For details of the light version functionality at any particular time, please see www.medadvisor.com.au.

This Agreement, together with the MedAdvisor Privacy Policy (**'Privacy Policy'**) constitute the entire agreement between you and MedAdvisor in relation to the MedAdvisor Service. Our Privacy Policy details the types of personal information we collect, who can access the information and the purposes for which it may be used. MedAdvisor takes the privacy of patient and pharmacy data very seriously. A copy of the latest version of our Privacy Policy can be found at: www.medadvisor.com.au/privacy

By clicking on the **'Accept'** button, or otherwise accessing or using the Software, you accept all of the terms and conditions of this Agreement and the Privacy Policy and agree to be bound by their terms. If you do not accept the terms of this Agreement, or the Privacy Policy, you are not permitted to use the Software and should immediately close or cancel this page/window/screen (where applicable) and not download, access or use the Software.

This Agreement details the terms upon which:

- (a) you are permitted to access and use MedAdvisor's website published at www.medadvisor.com.au (**"Site"**) and any information, text, graphics, or other materials published on the Site (**"Content"**);
- (b) MedAdvisor provides services to you and Customers under the Licence in the provision of Medication Adherence systems and related services through web, messaging (including SMS) and/or mobile applications (**"Services"**);
- (c) the terms upon which all Software made available through the Site is licensed to you by MedAdvisor; and
- (d) you grant MedAdvisor the right to access your System and System Data and to Transmit Raw Data (as defined in this Agreement) for the purpose of MedAdvisor providing the Services.

TERMS AND CONDITIONS

1 DEFINITIONS

In this Agreement, unless the subject or the context otherwise requires, the terms defined below have a corresponding meaning and:

"**Agreement Details**" means the document of that name appearing as the cover sheet to this Agreement;

"**Australian Consumer Law**" means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of state and territory fair trading legislation;

"**Business**" means your pharmacy business as carried on at the Location Address;

"**CMI**" means consumer medicines information sourced from the manufacturers of products and medications or their approved distributors;

"**Consumer Guarantee**" means a consumer guarantee contained in the Australian Consumer Law;

"**Content**" has the meaning described in paragraph (a) of the Introduction section of this Agreement;

"**Customer**" means your customer, being a customer or potential customer of your Pharmacy;

"**Customer Identification Details**" means a Customer's name, address, date of birth, email address and mobile phone number;

"**Customer Services**" means particular customer care services provided by the Pharmacy as specified in the Customer Services Program;

"**Customer Services Fees**" means the fees (if any) payable by MedAdvisor to the Pharmacy in relation to the provision of Customer Services;

"**Customer Services Program**" means the document issued by MedAdvisor from time to time which describes the Customer Services and Customer Services Fees;

"**Feedback**" means your feedback, comments and suggestions for improvements to the Site, Services, or Content including where you post content to the Site and/or communicate with MedAdvisor or other users of the Site or the Software via forums on the Site;

"**Government Identifier**" means a Customer's Medicare number, Department of Veterans' Affairs number or any other government identifier;

"**GST**" means and includes GST payable in Australia. Where the context requires a reference to GST in Australia, GST means GST within the meaning of *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended)* and **GST Act** refers to that Act;

"**Intellectual Property Rights**" means all present and future intellectual and industrial property rights conferred by statute, at civil, common law or in equity and wherever existing, including patents, designs, copyright, rights and circuit layouts, database rights, trade marks, know-how, domain names, brand names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration and including any application or right to apply for registration and any renewal or extension of rights;

"**Licence**" means the licence referred to in clause 2;

"**Licence Fee**" means the monthly or annual licence fee payable by you to MedAdvisor;

"**Location Address**" means the address of your Business specified in the Agreement Details (which you agree to notify us of any change within 5 business days of such change);

"**MA UID**" means MedAdvisor's unique identifier for a Customer which is a hashed version of the Customer's Government Identifier;

"**MA User**" has the meaning set out in clause 6.3;

"**Medication Adherence System**" means the system known and branded as *MedAdvisor*:

- (a) which delivers to you and Customers information relating to those Customers' prescription medication;
- (b) provides to you and those Customers with a range of tools that assist them with managing their prescription and over the counter medications; and
- (c) being an integrated computer program which provides Customers with a set of easy-to-use tools on a Customer's web browser, smart phone or other electronic device (including the ability for that Customer to fill scripts on time and online, remember that Customer's medication doses, connect with the Customer's pharmacy and access key CMI information) and provides to you and pharmaceutical companies the ability to communicate with Customers and encourage Customer loyalty and medication adherence. In this definition, a reference to Customer is to a Customer that is an existing registered user of the Services or that is signed up by Your Pharmacy to receive any part of the Services;

"**MedAdvisor**" means MedAdvisor International Pty Ltd ACN 161 366 589 (and, in this Agreement, is not a reference to the Medication Adherence System);

"**MedAdvisor Software**" means the *MedAdvisor Pharmacy Console* software made available through the Site and licensed to you under this Agreement;

"**Output Data**" means the Raw Data that is Transmitted to or imported by MedAdvisor for the purpose of providing the Services;

"**Non-MA Customer**" has the meaning set out in clause 6.3;

"**Personal Information**" has the meaning set out in section 6(1) of the Privacy Act;

"**Pharmacy Banner Group**" means the buyer group (including a franchise system) in which Your Pharmacy is a member or participating in;

"**Privacy Act**" means the Privacy Act 1988 (Cth), as amended or replaced from time to time and including all regulations and statutory instruments made under that Act;

"**Raw Data**" has the meaning set out in clause 8.1;

"**Services**" has the meaning described in paragraph (b) of the Introduction section of this Agreement;

"**Site**" has the meaning described in paragraph (a) of the Introduction section of this Agreement;

"**SMS Only Customer**" has the meaning set out in clause 6.3;

"**Software**" means all software licensed to you by MedAdvisor under this Agreement;

"**System**" means the computers, dispensary software or other point of sale software used or operated in connection with your Business from time to time, which at the date of this Agreement includes the dispensary software and the computers at the Location Address;

"**System Data**" means all data, information and records contained in the System from time to time;

“**Transmit**” means to upload, submit, link, transmit, transfer or make available (in a manner approved by MedAdvisor in its discretion) information and data to MedAdvisor pursuant to this Agreement and “**Transmission**” has a corresponding meaning.

2 LICENCE

- 2.1 MedAdvisor grants you a licence of the Software (“**Licence**”) on the terms and conditions of this Agreement.
- 2.2 The Licence is subject to you accepting and agreeing to be bound by the terms of this Agreement.
- 2.3 MedAdvisor warrants that it has the authority to enter into this Agreement with you.
- 2.4 The Licence is limited to use on your System unless you have obtained the prior written consent of MedAdvisor to use the Software on alternative equipment. Such consent shall not be unreasonably withheld.
- 2.5 If you have only licensed the light version of the Software, the Licence only permits you to use the functionality made available in the light version of the Software, as determined by MedAdvisor from time to time.
- 2.6 The Licence may only be transferred or assigned by you:
 - (a) with the prior written consent of MedAdvisor; and
 - (b) only in the event of transfer of your business to a third party.

3 INSTALLATION OF THE SOFTWARE AND UPDATES OR NEW RELEASES

- 3.1 You agree to install and for MedAdvisor to install the Software directly on your System for the purpose of MedAdvisor providing the Services.
- 3.2 MedAdvisor may notify you and provide updates or new releases for the Software for the purposes of improving performance of the Software or the Services, or resolving issues. You consent to MedAdvisor installing such updates or new releases on your System at MedAdvisor’s discretion.

4 FEES FOR SERVICE AND CHANGES TO TERMS

- 4.1 MedAdvisor offers the Services to you subject to your compliance with this Agreement and payment of the Licence Fee and any other applicable fees. Unless otherwise stated by MedAdvisor for a particular program or communication, the Pharmacy must pay any applicable SMS transactional fees for messages sent to its Customers.
- 4.2 MedAdvisor reserves the right, at any time, to change any terms of this Agreement including in respect of your access to and use of the Services upon giving 30 days notice to you. Such notified changes are binding on you unless you terminate this Agreement by written notice to MedAdvisor within that 30 day notice period. MedAdvisor will not impose the changed terms or any changes until the 30 day period has expired and will not otherwise charge the fees for the use of the free sections of the Site, Content and the Software installed on your System.
- 4.3 **Payment of Licence Fee**

In consideration of MedAdvisor granting you a licence to use the Software, Your Pharmacy will remit payment to MedAdvisor for the Licence Fees in accordance with the terms of this Agreement.
- 4.4 **Payment Terms**

You will pay MedAdvisor the Licence Fee and all amounts due under this Agreement:

- (a) in the relevant currency in which the amounts owing were invoiced (i.e. in Australian or New Zealand dollars as applicable); and
- (b) subject to the invoice presented to you, either:
 - (1) monthly in advance or in arrears as the case may be; or
 - (2) one year in advance.

4.5 Unpaid Licence Fees

In the event the Pharmacy does not pay the Licence Fee to MedAdvisor in accordance with the payment terms in clause 4.4, MedAdvisor may terminate this Agreement in accordance with clause 15.

5 **GOODS AND SERVICES TAX (GST)**

5.1 Preliminary

Words or expressions used in this clause that are defined in A New Tax System (Goods and Services Tax) Act 1999 (GST Act) have the same meaning given to them in that Act.

5.2 GST inclusive

Unless otherwise stated, any amount specified in this Agreement as the consideration payable for any taxable supply includes any GST payable in respect of that supply.

5.3 Tax invoice

Each party agrees to do all things, including providing valid tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement.

5.4 Reimbursement of expenses

If a third party makes a taxable supply and this Agreement requires a party to this Agreement (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

5.5 Adjustment event

If an adjustment event arises in relation to a taxable supply made by a party under this Agreement (Supplier), the amount paid or payable by the party to whom the taxable supply is made (Recipient) pursuant to clause 5.2 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

5.6 Non merger

This clause does not merge on completion and will continue to apply after expiration or termination of this Agreement.

6 **CONSENT TO ACCESS YOUR SYSTEM AND SYSTEM DATA AND SUMMARY OF HOW WE USE THE SYSTEM DATA YOU PROVIDE TO MEDADVISOR**

6.1 Subject to MedAdvisor complying with its obligations under clause 11, you grant MedAdvisor the right to access your System and System Data.

6.2 The types of information and data we access and collect, and how we use it, depends on the nature of the Services you require and MedAdvisor's and your Pharmacy's relationship with the particular Customer. By entering into this Agreement, you consent to MedAdvisor

collecting, using and handling the information and data referred to in this clause 6 in accordance with the terms of this Agreement.

6.3 There are three main types of Customers:

Customer type	Description
MA Users	Customers that are also MedAdvisor end users that have agreed to MedAdvisor's terms and conditions.
SMS Only Customers	Customers that the Pharmacy has signed up for the SMS only reminder service provided by MedAdvisor, but who are not otherwise MA Users (i.e. MedAdvisor does not have any direct contract or agreement with such Customers).
Non-MA Customers	Customers that are not MA Users or SMS Only Customers (for example, a Customer that the Pharmacy has an email or mobile phone number for on its contact database).

6.4 The types of information we may collect about each type of Customer from the Pharmacy, and how we generally use and disclose it, is as follows:

Customer type	Description
MA Users	<p>We may collect the Customer's name, date of birth, address and other contact details. (Note we may also collect other personal information from the Customer directly ourselves.)</p> <p>We also collect details of the Customer's prescriptions, dispense history and health services provided to the Customer.</p> <p>We may use and disclose this data for any purposes for which the Customer has consented in its agreement with MedAdvisor, and may also disclose this data to their favourite MedAdvisor network pharmacy - see clause 11.5. Clause 6.5 provides further details as to how we may use and disclose this information.</p> <p>We may collect the Customer's Government Identifier but only to assist you to process claims and transmit updated information to government health bodies for your Pharmacy- see clause 8.6.</p>
SMS Only Customers	<p>We may collect the Customer's name, mobile number and other contact details.</p> <p>We also collect details of the Customer's prescriptions, dispense history and health services provided to the Customer.</p> <p>We may use this data to send SMS reminders and Health Campaign communications unless the Pharmacy opts out - see clause 8.5. Clause 6.5 provides further details as to how we may use and disclose this information.</p> <p>We may collect the Customer's Government Identifier but only to assist you to process claims and transmit updated information to government health bodies for your Pharmacy- see clause 8.6.</p>

Customer type	Description
Non-MA Customers	<p>Except as set out below, we do not generally receive personal information about these types of Customers.</p> <p>We do collect non-identifying data about these Customers - see clause 8.2.</p> <p>We collect Customer Identification Details about these Customers if you provide it to us for the purposes of sending Health Campaigns as your agent - see clause 8.3. Clause 6.5 provides further details as to how we may use and disclose this information.</p> <p>We may also collect Customer Identification Details and the Customer's Government Identifier but only to assist you to process claims and transmit updated information to government health bodies for your Pharmacy- see clause 8.6.</p>

6.5 Without limiting clause 6.4 or any other term of this Agreement, MedAdvisor may use and handle the information we collect from the Pharmacy for each type of Customer as follows:

Activity	MA Users	SMS Only Customers	Non-MA Customers
De-identified Pharmacy aggregate and Customer de-identified aggregate data used for internal MedAdvisor use	Yes	Yes	Yes
Customer de-identified aggregate data, on a Pharmacy identifiable basis, obtained via the MAP service are used to provide MAP reports (see clause 12.6)	Yes	Yes	Yes
Customer de-identified data, on a Pharmacy identifiable basis, used by MedAdvisor to optimise and improve its services and solutions	Yes	Yes	Yes
Customer de-identified data, on a Pharmacy identifiable basis, used by MedAdvisor to provide reports to Pharmacy Banner Group (see clause 11.1)	Yes	Yes	Yes
Customer de-identified demographic information	Yes	Yes	Yes

Activity	MA Users	SMS Only Customers	Non-MA Customers
such as the Customers' age and postcode, to provide services and reports in including to third parties			
Customer credit card information (see clause 6.7)	Not directly collected, used or disclosed	Not directly collected, used or disclosed	Not directly collected, used or disclosed
MedAdvisor may send the Customer health related information or campaigns, such as manufacturer quality use of medicine information	Yes	Yes, BUT Pharmacy can opt out of specific programs	Yes, BUT only where Pharmacy opts-in
MedAdvisor may send invitations to Customers to participate in clinical trials	Yes	Yes, BUT Pharmacy can opt out of specific programs	Yes, BUT only where Pharmacy opts-in
MedAdvisor may offer App/web App via SMS to Customer	NA	Yes, BUT Pharmacy can opt out	No
MedAdvisor can promote App features/functionality (if supported at Pharmacy) to Customer	Yes	Yes, BUT Pharmacy can opt out	No, unless Pharmacy expressly requests
MedAdvisor may ask Customer to participate in survey regarding MedAdvisor services or App	Yes	Yes, BUT Pharmacy can opt out	No
MedAdvisor may send Customer messages regarding not-for profit/non-government organisation promotions	Yes	Yes, BUT Pharmacy can opt out	No
MedAdvisor may send Customer messages and promotions regarding its affiliates and partners	Yes	Yes, BUT Pharmacy can opt out	No
MedAdvisor can offer the Pharmacy's services to Customer	Yes, BUT only as initiated by Pharmacy	Yes, BUT only as initiated by Pharmacy	Yes, BUT only as your agent where initiated by Pharmacy AND

Activity	MA Users	SMS Only Customers	Non-MA Customers
			provided Pharmacy has Customer consent
MedAdvisor can send booking reminders / confirmations to Customers for bookings received/placed by or with Pharmacy	Yes	Yes	Yes, BUT only as your agent where initiated by Pharmacy AND provided Pharmacy has Customer consent
Create and store an MA UID for the Customer	Yes	Yes	Yes, BUT only if Customer completes professional services in your Pharmacy
Store Customer information and data on local servers or in the cloud	Yes	Yes	Yes, BUT only if Customer completes professional services in your Pharmacy
MedAdvisor will delete a Customer's identifiable information	Yes, BUT only if requested by Customer and where permitted by law	Yes, BUT only if requested by Customer and where permitted by law	Yes, BUT only if requested by the Pharmacy (for and on behalf of Customer) and where permitted by law
MedAdvisor may disclose identifiable Customer information with a third party	No, unless with prior consent of Customer or if required or permitted by law	No, unless with prior consent of Customer or if required or permitted by law	No, unless with prior consent of Customer or if required or permitted by law

6.6 Other types of data we collect from the Pharmacy, and how we use it, includes:

Person/organisation	Description
Pharmacist / employees	<p>With express consent of the individual, we may collect information about your Pharmacy's pharmacists and other employees; including, but not limited to: first and last name; position; work email/phone numbers.</p> <p>We generally only use and disclose this information to:</p> <p>(1) provide reports to your Pharmacy and Pharmacy Banner Group - see clause 11.1</p>

Person/organisation	Description
	(2) provide reports and data to our service providers, partners and third parties - see clause 12.6.
Pharmacy	<p>By entering into this Agreement, the Pharmacy consents to MedAdvisor collecting the following information about the Pharmacy:</p> <p>(1) the quantity and value of sales of goods and services by your Business;</p> <p>(2) demographic information relating to a prescribing doctor in relation to any pharmaceutical sales by you, but specifically excluding the doctor's name and personal information.</p> <p>We generally only use and disclose this information:</p> <p>(3) to provide reports to your Pharmacy and Pharmacy Banner Group - see clause 11.1</p> <p>(4) with your consent, to certain third parties for data analytics - see clause 11.4</p> <p>(5) to provide reports and data to our service providers, partners and third parties - see clause 12.6</p>
Doctor / third party health professionals	<p>As agent for your Pharmacy, we may collect the following details of prescribing doctors and third party health professional information: name, medical clinic address, phone number, fax number, email address, prescriber number.</p> <p>We only use and disclose this information to the extent required to support the Pharmacy's provision of services to the relevant Customer (for example, providing a script renewal service for a Customer) or as directed by the relevant Customer.</p>

6.7 MedAdvisor does not directly collect credit card information. Where MedAdvisor offers credit card payment services to Customers and collects payments on behalf of Pharmacies, it does so via secure 3rd party payment gateway providers, who manage the collection, storage and charging of credit cards.

7 YOUR SYSTEM AND SYSTEM DATA

7.1 Nothing in this Agreement affects your ownership of your System and System Data and you are solely responsible for the content and security of your System Data. You warrant that you own the System and System Data and/or have all necessary licences, rights, consents and permissions and approvals to grant the rights to MedAdvisor as set out in this Agreement (including without limitation clauses 6, 7.1, 7.2, 8 and 12 of this Agreement).

7.2 You acknowledge and agree that MedAdvisor does not have any obligation to monitor or check the accuracy of your System Data or any Raw Data that is Transmitted to MedAdvisor.

8 ACCESS TO YOUR SYSTEM AND USE OF YOUR RAW DATA

8.1 You grant MedAdvisor and its employees, agents and contractors the right to access, retrieve, Transmit, use, store, copy, modify and create derivative works of the information and data in your System Data that:

- (a) is information or data referred to in any of clauses 6.4, 6.5 and 6.6, but specifically excluding Customer Identification Details of Non-MA Customers and Customer credit card information; and
- (b) such other information and data:
 - (1) you allow MedAdvisor to access and use; OR
 - (2) that you do not object to MedAdvisor accessing and using within 30 days of you receiving a written request from MedAdvisor for access and use to such information or data,

(the information and data in clauses 8.1(a) to (b) inclusive being individually and collectively "**Raw Data**").

8.2 By granting MedAdvisor the right to install the Software on your System under clause 3, you acknowledge and agree that such installation will create an MA UID for each Customer. The MA UID will not be capable of being decrypted. The unique identifier will be Transmitted in conjunction with the Raw Data relating to that Customer with the result that in relation to Non-MA Customers, MedAdvisor will receive unit level information about each Non-MA Customer but that information will not allow the identification of any such Non-MA Customer.

8.3 You also grant MedAdvisor the right to access, retrieve, Transmit, use, store, copy, modify, create derivative works of and analyse the Raw Data of Non-MA Customers for the purposes of providing Your Pharmacy with a list of Non-MA Customers that are eligible to receive certain services and offers from or organised by MedAdvisor from time to time (**Health Campaign**). If Your Pharmacy opts-in to send a particular Health Campaign:

- (a) You consent to us accessing the Customer Identification Details of the Non-MA Customers eligible for the Health Campaign;
- (b) Your Pharmacy may send the Health Campaign to the relevant Non-MA Customers itself via mail (or other means consented to by the Non-MA Customers); OR
- (c) Your Pharmacy may elect to appoint MedAdvisor as its agent to send the Health Campaign to the relevant Non-MA Customers and any other Customers (subject to clause 8.5) on its behalf via mail or other means you direct in which case Your Pharmacy consents to MedAdvisor: (1) using Your Pharmacy's trade marks, business name and contact details in any such communications (and MedAdvisor's details may also appear in such Health Campaigns); (2) sending the Health Campaign to the final recipient list provided pursuant to clause 8.4(c) via mail (or via such other medium you direct); and (3) further sub-contracting the sending of such Health Campaigns to a third party mailing and fulfilment service; AND
- (d) in all cases, by electing to opt-in, Your Pharmacy agrees to and will comply with any other terms and conditions applicable to the specific Health Campaign communicated to Your Pharmacy at the time.

8.4 Your Pharmacy must:

- (a) only provide MedAdvisor with access to Raw Data and Customer Identification Details in relation to Customers (including Non-MA Customers) for which it has all necessary rights and consents required by law to do so;
- (b) only send (or ask MedAdvisor to send as your agent) Health Campaigns to those Customers for which it has all necessary rights and consents required by law to do so; and

(c) prior to requesting that MedAdvisor send the Health Campaign on Your Pharmacy's behalf as agent, remove from the recipient list any relevant Customers identified as being eligible for the Health Campaign for which Your Pharmacy does **not** have all necessary rights and consents required by law to contact with marketing messages via the particular medium being used to send the Health Campaign (**final recipient list**). Following the sending of such Health Campaign, MedAdvisor must not use the final recipient list of Non-MA Customers or the Customer Identification Details received pursuant to clause 8.3(a) for any other purpose and must permanently delete or destroy any copies of such information.

8.5 In relation to SMS Only Customers, Your Pharmacy consents to MedAdvisor sending Health Campaigns to such SMS Only Customers (other than Excluded Customers, defined below) on Your Pharmacy's behalf as its agent (and containing Your Pharmacy name and contact details) unless Your Pharmacy elects not to participate in a particular Health Campaign. Any SMS fees and other costs related to the Health Campaigns will be at no cost to Your Pharmacy. Your Pharmacy must regularly update MedAdvisor of any SMS Only Customers that have **not** provided Your Pharmacy with all necessary consents required by law to receive Health Campaigns from Your Pharmacy such as those who have subsequently unsubscribed from Your Pharmacy's marketing communications (**Excluded Customers**). By consenting to the sending of a communication under this clause, Your Pharmacy warrants that it has notified MedAdvisor of any Excluded Customers as at the date of providing the consent.

8.6 Where Your Pharmacy:

- (a) initiates a claim form to be completed via the Service (for example, to process a claim under the 6th Community Pharmacy Agreement or any replacement or substitute agreement); or
- (b) requests via the Service that we send certain Customer information relating to a service provided by the Pharmacy to a Customer to a government or regulatory body (for example, to update immunisation records of a particular Customer with the relevant government health body),

Your Pharmacy grants MedAdvisor the right to access and Transmit the relevant Customer Identification Details, their Government Identifier (where necessary) and such other related claim or information from your System Data, and collect, store and use those Customer Identification Details, Government Identifier (if applicable) and such other related claim or information, solely to the extent required for MedAdvisor to create, complete and submit such claim form or other information (as applicable) on behalf of Your Pharmacy, and for no other purpose. Following completion and submission of the claim form or transmission of the service information to a regulatory body by Your Pharmacy via the Service, MedAdvisor will maintain copies of the Customer Identification Details, Government Identifier (if applicable) and other submitted claim or service information for reporting and audit purposes and otherwise in accordance with applicable laws. The foregoing applies to all Customers, whether Non-MA Customers, SMS Only Customers or MA Users.

8.7 Your Pharmacy acknowledges that it, and not MedAdvisor, controls the relationship with the SMS Only Customers and Non-MA Customers and that MedAdvisor relies on Your Pharmacy to obtain the necessary consents from those Customers to undertake the activities in clauses 6.4, 6.5, 8.3, 8.4, 8.5 and 8.6. Accordingly, Your Pharmacy indemnifies MedAdvisor from and against any losses, damages, expenses or claims suffered or incurred by MedAdvisor, its related bodies corporate or any of their employees, advisors and contractors in connection with: (a) any breach by Your Pharmacy of clause 8.3, 8.4 or 8.5; or (b) any allegation or claim that the sending of a communication to a SMS Only Customer or Non-MA Customer or the access, use or disclosure of any Customer or Pharmacy information (where MedAdvisor is

permitted to do so under this Agreement) infringes the rights of any person or breaches any law. Nothing in this clause makes Your Pharmacy responsible or liable for the content of any Health Campaign that was not provided by Your Pharmacy.

- 8.8 Nothing in this Agreement requires you to “use”, “disclose” or “adopt” a Customer’s Medicare number or any other Government Identifier in any way that would be a breach of the Privacy Act 1988 (Cth) or any laws specifically applying to Medicare numbers or other Government Identifiers. If you disclose Medicare card number or other Government Identifiers to us, you warrant that you have the necessary rights and consents required by law to do so and MedAdvisor will only use any such Government Identifiers to the extent necessary to provide the Services (for example, to assist you to process a claim you initiate or submit information to a government body if you request us to do so, as described in clause 8.6) and for no other purpose.

9 YOUR RESPONSIBILITIES

- 9.1 You acknowledge and agree that it is your responsibility to maintain, archive, backup, support and protect your System and System Data at your own cost and expense.
- 9.2 From time to time, MedAdvisor will conduct audits on the information that it receives from you. This requires a MedAdvisor representative to contact you and check information on your System. You agree to promptly assist MedAdvisor, act in accordance with all reasonable requests from MedAdvisor and provide the information requested by MedAdvisor in connection with such audits.
- 9.3 This Agreement does not grant you any rights in relation to any third party software products required in conjunction with the Software. You are responsible for obtaining the necessary licences for such third party software products as you may require. The Licence does not include licences to any third party database server software or any hardware that is required to correctly operate the Software.
- 9.4 Where Your Pharmacy is involved in signing up a new Customer to the MedAdvisor Service, it must:
- (a) ensure the Customer is informed regarding the details of the MedAdvisor Service;
 - (b) obtain the Customer's consent for their contact details to be provided to MedAdvisor and for MedAdvisor to contact the Customer directly via the Customer's mobile number and/or email address;
 - (c) notify the Customer that the MedAdvisor Service is subject to certain terms and conditions and have a copy of the full MEDADVISOR END USER LICENSE AGREEMENT and MEDADVISOR PRIVACY POLICY available for the Customer to review at Your Pharmacy if requested by your Customer;
 - (d) provide the Customer with any notices required by law (if any) and a copy of any materials directed by MedAdvisor from time to time; AND
 - (e) only tick the relevant consent box for the Customer within the Software if the Customer has informed Your Pharmacy that it consents to sub-clauses (a) and (b) and Your Pharmacy has complied with sub-clauses (c) and (d).

10 OUR RESPONSIBILITIES

- 10.1 MedAdvisor will endeavour to ensure that the Software installed on your System:
- (a) is reasonably free from errors;
 - (b) is free from malicious code; and

- (c) will not harm your computer or unduly interfere with its performance.
- 10.2 MedAdvisor endeavours to ensure that the information made available to or transmitted to Customers by the Medication Adherence System is accurate, however you acknowledge and agree that MedAdvisor is not responsible or liable for any inaccuracies in the information made available to or transmitted to Customers to the extent that such inaccuracies are caused directly or indirectly by the Raw Data not being true, complete and accurate or by information provided by third parties not being true, complete or accurate;
- 10.3 Where Your Pharmacy elects to provide Customer Services, MedAdvisor will pay Your Pharmacy the Customer Services Fees (if any) as set out in the applicable Customer Services Program provided that Your Pharmacy has complied with all of the terms and conditions of the applicable Customer Services Program and MedAdvisor's reasonable directions.

11 **PRIVACY AND CONFIDENTIALITY**

- 11.1 MedAdvisor will take all reasonable steps to ensure that any Personal Information forming part of the Output Data is not disclosed to any third party without your consent, except to the extent required by law or permitted by the Privacy Act. Your Pharmacy consents, and must procure its pharmacists to consent, to MedAdvisor providing reports to your Pharmacy Banner Group based on the Output Data which identifies Your Pharmacy and its pharmacists.
- 11.2 MedAdvisor's collection and use of Personal Information we collect in connection with this Agreement will be in accordance with MedAdvisor's privacy policy, as published on the Site and amended from time to time. MedAdvisor will follow its security policy (as published on the Site and amended from time to time) for security measures and protocols.
- 11.3 You are responsible for safeguarding the password that you use to access the Site. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions in use of the Site under your password, whether or not you have authorised such activities or actions. You will immediately notify MedAdvisor of any unauthorised use of your password. You acknowledge that if you wish to protect your Transmission of Raw Data or other information to MedAdvisor, it is your responsibility to use a secure encrypted connection.
- 11.4 Third Parties. We may disclose Your Pharmacy information to third party service providers that provide reporting and data analytical capabilities but only with your consent.
- 11.5 Favourite pharmacy. MA Users are able to nominate a "favourite" MedAdvisor network pharmacy. MedAdvisor wants to ensure that an MA User's favourite pharmacy (as nominated by that MA User from time to time) has access to the complete dispense history held by MedAdvisor in relation to that MA User. For the purposes of clause 11.1 and notwithstanding any other clause to the contrary, Your Pharmacy consents to MedAdvisor disclosing Personal Information forming part of the Output Data (including the dispense history) that relates to an MA User to that MA User's favourite participating pharmacy. Where Your Pharmacy is the favourite pharmacy of a particular MA User, we will use reasonable endeavours to provide you with the complete dispense history held by MedAdvisor for that MA User.
- 11.6 Confidentiality. Your Pharmacy agrees not to use or disclose any MedAdvisor confidential information except to the extent necessary to provide services to its Customers and otherwise exercise its rights and perform its obligations under this Agreement. The foregoing does not restrict or prevent Your Pharmacy from disclosing MedAdvisor confidential information if and to the extent it is required to do so to comply with applicable laws or professional obligations. In this clause, "**MedAdvisor confidential information**" means information disclosed by or on behalf of MedAdvisor directly or indirectly to Your Pharmacy that is by its nature confidential, is designated by MedAdvisor as confidential or that you

know or ought reasonably know is confidential, and includes personal information we provide to you under clause 11.5, but does not include information that is in the public domain (other than through a breach of an obligation of confidentiality).

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 MedAdvisor grants you a limited, non-exclusive, non-transferable, revocable licence to use the Site and the Content and Services, subject to the conditions in this Agreement.
- 12.2 All right, title, and interest in all Intellectual Property Rights (collectively “**Rights**”) in and to the Software, the Medication Adherence System, the Site, Content, Output Data, and any works created by MedAdvisor that are derived from or based on Output Data or your Feedback will remain the exclusive property of MedAdvisor or its related bodies corporate. To the extent that any Rights vest in you, by this Agreement you immediately assign all such Rights to MedAdvisor immediately upon their creation and agree to do all things reasonably necessary to confirm and assign such Rights to MedAdvisor.
- 12.3 Except as expressly permitted in this Agreement, you must not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publish, Transmit, or otherwise use the Site, Content or Output Data. You must not copy or modify the HTML or other code used to generate web pages on the Site.
- 12.4 MedAdvisor is able to utilise any information or data collected, created or disclosed to MedAdvisor in connection with this Agreement that is in an aggregated, non-identifiable form for any purpose.
- 12.5 Your Pharmacy consents to Your Pharmacy's name, contact details, brands and other trade marks being used in communications we send to your Customers via the Services, on our Site or otherwise as permitted by this Agreement. We may also use and disclose details of Your Pharmacy's opening hours, professional services offered and other information you generally make publicly available to Your Pharmacy's customers regarding Your Pharmacy via our Site or Services.
- 12.6 Your Pharmacy will have access to the MedAdvisor Analytics Package (**MAP**) service. MedAdvisor will use de-identified Customer data (including prescription, dispense, medical and demographic information) to provide reporting services to Your Pharmacy and/or your Pharmacy Banner Group. Patient identifying information is de-identified to ensure such reports do not contain any Customer personal information. MAP reports (referred to in clause 6.5) may track store national uptake and utilisation of the Services, including comparative benchmarks and overall measures of our effectiveness, as well as providing state and national averages. Your Pharmacy consents to reports and data that relate to or identify your Pharmacy or Pharmacy Banner Group being provided to our service providers, partners and other third parties to support MedAdvisor's delivery of products and services. Products and services may include, but are not limited to, patient programs, health campaigns and pharmacy dashboard reporting. Subject to clause 11.1, such reports and data will not include personal information of any pharmacist unless permitted or required by applicable law or with the consent of the pharmacist.

13 GENERAL PROHIBITIONS

- 13.1 You agree not to do any of the following:
- (a) Transmit or make available for Transmission by MedAdvisor any System Data, Raw Data text, graphics, or material that:
 - (1) is false or misleading;
 - (2) is defamatory;

- (3) does not comply with your privacy policy, our privacy policy or applicable privacy laws;
 - (4) is obscene, pornographic, or offensive;
 - (5) promotes bigotry, racism, hatred or harm against any individual or group;
 - (6) infringes another's rights, including any Intellectual Property Rights; or
 - (7) violates, or encourages any conduct that would violate, any applicable law or regulation;
- (b) access, tamper with, or use non-public areas of the Site (including but not limited to user folders not designated as 'public' or that you have not been given permission to access), MedAdvisor's computer systems, or the technical delivery systems of MedAdvisor's providers (collectively, the "**MA systems**");
- (c) attempt to probe, scan, or test the vulnerability of any part of the MA systems or Software or any related system or network or breach any security or authentication measures;
- (d) attempt to access or search the Software, Site, Content or Output Data with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by MedAdvisor or other generally available third-party web browsers (such as Microsoft Internet Explorer or Mozilla Firefox), including but not limited to browser automation tools;
- (e) use the Services, Software, Site or Content to send unsolicited email, junk mail, "spam," or chain letters, or promotions or advertisements for products or services;
- (f) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- (g) attempt to decipher, decompile, disassemble or reverse engineer the Software, the Site, Content or Output Data;
- (h) interfere with, or attempt to interfere with, the access of any user, host or network to any of the MA systems, including, without limitation, by introducing or sending any malware, virus, overloading, flooding, spamming, or mail-bombing to any of the MA systems or the systems of any other users of the Site or Software, or otherwise gain, or attempt to gain, unauthorised access to any of the foregoing systems; or
- (i) use the Services, Software, Site, Content or Output Data to impersonate or misrepresent your affiliation with any person or entity.
- 13.2 MedAdvisor has the right (but not the obligation) to investigate and take action for breach of any of the above, including Intellectual Property Rights infringement and breach of Site security. MedAdvisor may involve and cooperate with law enforcement authorities if applicable.

14 **SITE SERVICES, LINKS**

- 14.1 MedAdvisor may change the Software (including features and functionality), Site, Content or Services without notice at any time.
- 14.2 The Software, Site or other communications we send may contain links to third-party websites or resources. You acknowledge and agree that MedAdvisor is not responsible or liable for:
- (a) the availability or accuracy of such websites or resources; or
 - (b) the content, products, or services on or available from such websites or resources.

14.3 Links to such websites or resources do not imply any endorsement by MedAdvisor of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

15 **TERMINATION**

15.1 If Your Pharmacy breaches a term of this Agreement, Your Pharmacy must rectify such breach within ten (10) days of receiving notice of such breach from MedAdvisor.

15.2 MedAdvisor may immediately terminate this Agreement on written notice to Your Pharmacy if:

- (a) Your Pharmacy fails to rectify a breach of this Agreement within the period specified in a notice issued pursuant to clause 15.1;
- (b) it has the right to do so pursuant to an express term of this Agreement;
- (c) Your Pharmacy becomes bankrupt, insolvent or enters into liquidation or receivership, makes a composition or arrangement with its creditors generally or takes advantage of any statutory relief for insolvent debtors, or is otherwise unable to pay its debts as and when they fall due and payable; or
- (d) Your Pharmacy or any of Your Pharmacy's pharmacists are convicted of any offence involving fraud or dishonestly or an offence punishable by imprisonment.

15.3 Where MedAdvisor has the right to terminate the Agreement pursuant to clause 15.2, MedAdvisor may (instead of terminating) on written notice to Your Pharmacy suspend access to and use of the Software, Site, Content and Services (or any of them) until such time it is satisfied that the circumstance giving rise to the right to suspend has been resolved.

15.4 MedAdvisor may terminate this Agreement without cause at any time on thirty (30) days' written notice to Your Pharmacy, subject to MedAdvisor providing a pro rata refund of any fees paid to MedAdvisor in advance for the period beyond the date of termination which Your Pharmacy will no longer have the benefit of.

15.5 Your Pharmacy may:

- (a) terminate this Agreement without cause on 30 days' written notice to MedAdvisor; or
- (b) terminate this Agreement on written notice to MedAdvisor if MedAdvisor is in breach of this Agreement and fails to rectify the breach within 10 days of receiving notice of such breach from Your Pharmacy.

15.6 On termination of this Agreement, MedAdvisor is entitled to retain or delete any or all of the Output Data, including any previous versions and/or prior backups of the Output Data.

15.7 On termination of this Agreement, you must remove all copies of the Software (including all documentation), return or destroy (at the option of MedAdvisor) any MedAdvisor confidential information in its possession or control and cease using or accessing the Software, Services and the Site.

16 **MEDADVISOR SERVICES ARE AVAILABLE "AS-IS"**

16.1 YOU MAY HAVE STATUTORY RIGHTS AND WARRANTIES UNDER APPLICABLE LAWS, INCLUDING CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW, WHICH CANNOT LAWFULLY BE EXCLUDED AND NOTHING IN THIS AGREEMENT HAS THE EFFECT OF EXCLUDING, RESTRICTING OR MODIFYING SUCH STATUTORY RIGHTS, WARRANTIES OR CONSUMER GUARANTEES.

- 16.2 Subject to clause 16.1, to the full extent permitted at law, the Software, Site, Content and Services are provided “as is”, without warranty or condition of any kind, either express or implied.
- 16.3 To the extent that MedAdvisor is able to limit the remedies available to you or the Customer under the Australian Consumer Law, MedAdvisor expressly limits its liability for breach of a Consumer Guarantee to any of the following (the choice of which is to be at MedAdvisor’s discretion, to be exercised reasonably):
- (a) in the case of goods, any one or more of the following:
 - (1) the replacement of the goods or the supply of equivalent goods;
 - (2) the repair of goods;
 - (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (4) the payment of the cost of having the goods repaired; and
 - (b) in the case of services:
 - (1) supplying of the services again; or
 - (2) the payment of the cost of having the services supplied again.

17 LIMITATION OF LIABILITY AND ACKNOWLEDGEMENT

- 17.1 Subject to clause 16, to the fullest extent permitted at law in no event will MedAdvisor and its related bodies corporate be liable to you (whether arising in contract, tort or otherwise) for any indirect, special, incidental, punitive or consequential loss and damage of any kind, even if such loss was known, reasonably foreseen or in the reasonable contemplation of you or MedAdvisor (including, without limitation, loss of use, loss of data, loss of business or profits, business interruption or loss of information) arising out of or in connection with:
- (a) this Agreement, the Site, Software, Content or Services;
 - (b) a breach of this Agreement by MedAdvisor or any wrongful or negligent act or omission by MedAdvisor, its related bodies corporate or any of their employees, agents and contractors in connection with this Agreement;
 - (c) your access to or use of, or inability to access or use, the Software, Site, Content and/or Services; or
 - (d) the Transmission of the Raw Data or MedAdvisor’s access to the System or System Data,
- and MedAdvisor’s sole liability to you for any direct loss and damage (whether arising in contract, tort or otherwise) in connection with the matters referred to in paragraphs (a) to (d) (both inclusive) of this clause is limited to the amount of the fees received by MedAdvisor for the Services provided to you under this Agreement.
- 17.2 You acknowledge and agree that CMI’s are sourced from pharmaceutical manufacturers. You further acknowledge that MedAdvisor is only a distributor channelling CMI’s to the users of the Software and, in turn, to Customers and cannot guarantee the accuracy of the content in each CMI. Subject to clause 16 and to the fullest extent permitted by law, MedAdvisor excludes any liability to you for or in connection with any loss, damage or expense of any kind in connection with any CMI or its use.
- 17.3 The Software is a technology tool and a communications platform between Your Pharmacy and your Customers. Subject to clause 16 and to the fullest extent permitted by law,

MedAdvisor disclaims any responsibility for any third party communications facilitated via the Software, including communications between a Customer and Your Pharmacy (and its pharmacists), misconfiguration of the Software by Your Pharmacy and any CMLs.

18 MISCELLANEOUS

- 18.1 Clauses 7, 8.7, 10.2, 11.1, 11.2, 11.5, 11.6, 12, 13.2, 15.6, 15.7, 16.1, 16.2, 16.3, 17.1 and this clause 18 survive the termination or expiry of this Agreement.
- 18.2 Any notice, demand or other communication to be given or required to be made pursuant to this Agreement is to be in writing and is to be given by post, facsimile, email or hand to a party at the party's address as is notified in writing by one party to the other party.
- 18.3 MedAdvisor may assign its rights and obligations under this Agreement at anytime upon written notice to you. MedAdvisor may sub-contract the performance of its obligations under this Agreement, and also utilise service providers and suppliers in the performance of its obligations, but will remain responsible to the Pharmacy for the performance of MedAdvisor's obligations under this Agreement that have been sub-contracted.
- 18.4 Each provision that is capable of having effect after the termination of this Agreement and each representation and warranty made in this Agreement will survive the termination of this Agreement and the performance of all obligations under this Agreement and will not merge on termination.
- 18.5 The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because the party was responsible for the preparation of this Agreement or part of it.
- 18.6 Each party agrees to do all things that may be necessary or desirable to give full effect to every part of this agreement if asked in writing by another party to do so.
- 18.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 18.8 The failure of MedAdvisor to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.
- 18.9 This Agreement and any action related thereto will be governed by the laws of the State of Victoria. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement will be the courts of the State of Victoria.
- 18.10 This Agreement is the entire agreement (as amended from time to time under clause 4.2) between MedAdvisor and you regarding the subject matter of it, and this Agreement supersedes and replaces any prior agreements between MedAdvisor and you in relation to that subject matter. For the avoidance of doubt, this Pharmacy Licence Agreement supersedes and replaces any previous Pharmacy Licence Agreement or other licence agreement between MedAdvisor and you.

An up-to-date copy of this Agreement is available at:
<http://www.medadvisor.com.au/About/TermsConditions>

This MedAdvisor Pharmacy Licence Agreement was last updated on 23 January 2019.