

SERVICE AGREEMENT FOR PHARMACY SERVICES

THIS AGREEMENT (the "**Agreement**") is made and entered into as of 09/03/2026 ("**Effective Date**") by and between:

(1) **HEALTH COUNTER LIMITED**, a company incorporated in England and Wales with company number 06646711 and registered office at 5 Peterwood Park, Peterwood Way, Croydon, CR0 4UQ (the "**Service Provider**"); and

(2) **Genwell Health Ltd**, a company incorporated in England and Wales with company number **16287258** and registered office at **3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE** (the "**Retailer**")

RECITALS:

- A. WHEREAS, the Retailer operates an online portal hosted at **Genwell.co.uk** ("**Portal**") through which it is able to connect members of the public with doctors for the purposes of providing a prescription for certain drugs and pharmaceutical products. Each request for a prescription is subject to review and approval from a United Kingdom General Medical Council Licensed Physician ("**Physician**").
- B. WHEREAS, the Service Provider has agreed: (i) to make available certain of its prescription drugs and other non-prescription pharmaceutical products, as more particularly described in Schedule 1 to this Agreement ("**Medications**"), for inclusion on the Portal; (ii) to procure a Physician to review each patient's request for Medication ("**Request**") and, where applicable, issue a United Kingdom Private Prescription ("**Prescription**") for such Medication; and (iii) to arrange for dispensing and delivery/collection of such Medications to/by those patients for whom a Prescription is issued ("**Customers**"), all subject to the terms and conditions of this Agreement, collectively the "Potential Transaction".

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Interpretation.

- 1.1 The Recitals are true and correct and incorporated herein by reference.
- 1.2 Clause and Schedule headings do not affect the interpretation of this Agreement.
- 1.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this Agreement.
- 1.4 In the event and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same.
- 1.7 A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 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.

1.10 **Writing** or **written** includes email.

2. Appointment

2.1 The Retailer hereby appoints the Service Provider and the Service Provider hereby accepts its appointment as the provider of the pharmacy fulfilment services as more fully described in this Agreement. The Service Provider is entering into this Agreement on its own behalf and on behalf of the Pharmacy (as defined in clause 5.5 below). The Service Provider shall procure that the Pharmacy and any Physician complies with its respective obligations set out in this Agreement and the Service Provider shall at all times remain principally liable for all acts and omissions of the Pharmacy and any Physician.

2.2 The Service Provider hereby grants the Retailer the right to display and promote sales of the Medications to consumers' resident in the operating countries included in Schedule 5, and to collect payment for the associated Prescriptions, on behalf of the Service Provider, via the Portal, subject to the terms and conditions of this Agreement.

2.3 The Retailer shall not, save as expressly set out in this Agreement:

- (a) act in a way which will incur any liabilities on behalf of the Service Provider or pledge the Service Provider's credit;
- (b) give any condition, warranty or make any representation on the Service Provider's behalf;
or
- (c) commit the Service Provider to any contracts.

2.4 The Retailer shall be entitled to enter into arrangements with other third parties for the supply and fulfilment of non-prescription products and shall be entitled to promote and sell such products via the Portal.

2.5 The Retailer shall not, without the Service Provider's prior written consent, make any promises or guarantees about the Medications beyond those contained in the Service Provider Materials

(as defined in clause 3.1(a)).

- 2.6 The Retailer will observe all reasonable and lawful directions and instructions given to it by the Service Provider for the promotion and advertisement of the Medications.
- 2.7 The Retailer shall ensure that the Portal complies with all applicable laws and regulations (including any requirements imposed by any governing licensing and/or regulatory authority) together with the quality standards and criteria that are notified to it by the Service Provider (acting reasonably) from time to time.
- 2.8 The Service Provider shall have the right to request the removal of any and all Service Provider Materials, Medications and/or Service Provider Branding from the Portal at any time, and the Retailer shall immediately comply with each such request, in the event the Service Provider determines, in its reasonable discretion, that the Retailer has not complied with any term of this Agreement or as otherwise required by applicable law or regulation.
- 2.9 The Service Provider may from time to time request that changes be made to the Portal. The Retailer shall consider such request in good faith, and shall respond within a reasonable period of time indicating whether or not it agrees with such a request, and if so, indicating how the Retailer intends to implement such a request and any charges that may be due in relation to such request. No request from the Service Provider shall be binding on either party unless and until a change request confirmation is signed by an authorised representative of each party.

3. Responsibilities of the Service Provider

- 3.1 On or around the Effective Date, and from time to time thereafter, the Service Provider shall provide the Retailer with such of the:
- (a) content, imagery, graphics, information and materials (whether relating to the Medications or otherwise) (collectively "**Service Provider Materials**"); and
 - (b) Service Provider's branding (including its trademarks, trade names, MHRA and GPhC authorisations and any other insignia) ("**Service Provider Branding**"), as the Service Provider requires to be published on the Portal, and as the same may be amended by the Service Provider on notice to the Retailer (and the Retailer shall promptly effect any such amendment on the Portal following receipt of such notice), from time to time.
- 3.2 At all times throughout the duration of this Agreement, the Service Provider shall, where appropriate, procure that the Pharmacy and any Physician shall:
- (a) provide the pharmacy fulfilment services described in this Agreement with a reasonable level of skill, care and diligence expected from a fully qualified and high quality provider of

- pharmacy and prescribing services;
- (b) provide the pharmacy fulfilment services in accordance with the Service Levels set out in Schedule 4;
- (c) provide the pharmacy fulfilment services in accordance with the terms of this Agreement and in compliance with all applicable law and regulations;
- (d) obtain, maintain and comply with the terms of all necessary consents and licences (including those of the General Pharmaceutical Council), and on demand provide to the Retailer evidence that such consents and licences are in force;
- (e) commit such resources as are necessary to ensure that the pharmacy fulfilment services are provided in accordance with the provisions of this Agreement;
- (f) notify the Retailer immediately if any required consent or licence is no longer valid and/or sufficient to cover the performance of its obligations under this Agreement; and
- (g) notify the Retailer immediately upon any regulatory authority taking, or threatening or giving notice of its intention to take, any enforcement action against, or serving a warning notice on, or commencing an investigation into, the Service Provider, the Pharmacy or any Physician.

4. Responsibilities of the Physician

4.1 As at the Effective Date, the Service Provider has appointed Health Finder Pro Ltd (Co Reg. No. 6240401) of Unit 316, Vox Studios, 1- 45 Durham Street, London, SE11 5JH, as the Physician. The Service Provider shall have the right to change its nominated Physician from time to time provided that it obtains prior written consent from the Retailer (such consent not to be unreasonably withheld, delayed or conditioned). The Service Provider shall be responsible for the Physician's compliance with the relevant terms and conditions of this Agreement.

- 4.2 The Physician shall engage appropriately registered and qualified general medical practitioners (each a '**Practitioner**') to provide the services in this Clause 4.
- 4.3 The Service Provider shall procure that the Physician and the Practitioners provide the services in this Clause 4:
 - (a) In a timely manner and with all due skill, care and diligence; and
 - (b) In accordance with applicable law, regulations and professional standards;
- 4.4 The services to be provide by the Practitioners are as follows:
 - (a) Following receipt of each Request and corresponding Medical Information, the Service Provider shall submit the same to the Physician. A Practitioner shall review the Request and Medical Information and conduct an appropriate medical evaluation. If the Practitioner considers there is sufficient information and that it is appropriate to do so, he shall issue the Prescription;
 - (b) If the Practitioner does not consider there is sufficient information to so issue the Prescription, the Practitioner may request further information from the Retailer, who may be required to contact such Customer (via email), in order to obtain the required outstanding information;
 - (c) The Practitioner shall refuse to issue a prescription if he considers that it is clinically inappropriate to do so.
 - (d) The Practitioner shall supply all prescriptions on the form supplied by Retailer, and in all circumstances only use a form of prescription compliant with the provisions of the Human Medicines Regulations 2012;
 - (e) The Practitioner shall only prescribe those Medications that are agreed as being in scope between the Retailer and the Service Provider and shall not, in any circumstances,

- prescribe any Controlled Drugs within the meaning of the Misuse of Drugs Act 1971.
- 4.5 Acceptance of each Request, and the corresponding issuance of each Prescription, shall be at the sole discretion of the relevant Practitioner.
 - 4.6 If the Practitioner believes, in the exercise of sound professional judgment, that any Request should not be filled (as set out in Clause 4.4 (c) above) he shall notify the Retailer of his decision. In such circumstances, the Retailer shall be responsible for cancelling the Customer's order and refunding any payment already made by the Customer for such Medication.
 - 4.7 The Service Provider shall procure that the Physician and each Practitioner obtains, maintains and complies with the terms of all necessary consents and licences.

5. Requests

- 5.1 The Retailer shall use all reasonable endeavours to promote the Medications by all reasonable and proper means, with all due care and diligence.
- 5.2 The parties agree and acknowledge that:
 - (a) the provision of the Portal and associated services to the end users will be as between the Retailer and each end user; and
 - (b) all sales of Medications to the Customers will be as between the Service Provider and each Customer and that such contract as between the Customers and the Service Provider shall be governed by the terms of sale (at Schedule 2 to this Agreement).
- 5.3 The Retailer shall ensure that each end user who makes a Request via the Portal is:
 - (a) required to accept the terms of sale (in the form set out in Schedule 2);
 - (b) provided with a copy of the Service Provider's privacy policy (in the form set out in Schedule 3)
 - (c) required to submit certain personal information relating to their Request, including (without limitation) their name, date of birth, address, medication requirements, medical history relevant to such requirements, GP contact details and such other necessary and appropriate information as the Service Provider may reasonably specify from time to time ("**Medical Information**"); and
 - (d) required to provide all necessary consents and verifications of age and identity in order for the Retailer to forward on the Request and Medical Information to the Service Provider (and for onward communication to the Physician and Pharmacy (as defined in clause 5.5)) for use in order to fulfil their respective obligations under this Agreement.
- 5.4 The Service Provider shall give the Retailer advance notice of any change(s) it intends to make to its privacy policy and/or the terms of sale described in clause 5.3. Any such changes shall not detract from the overall service offered to Customers and shall not impact the Service Levels in Schedule 4. The Retailer shall be entitled to comment upon any proposed changes to the terms of use or privacy policy and the Service Provider shall take such representations into account.
- 5.5 The Retailer shall advise each Customer that the Medication will, where the Request is accepted, be prepared and dispensed by the Service Provider's nominated pharmacy (licensed under the regulation of the GPhC pursuant to the applicable laws of the United Kingdom) ("**Pharmacy**"). As at the Effective Date, the Service Provider has appointed Cedarwood Pharmacy of 5 Peterwood Park, Peterwood Way, Croydon CR0 4UQ as the Pharmacy. The Service Provider shall have the right to change its nominated Pharmacy from time to time provided that the replacement Pharmacy is within the Day Lewis plc group of companies and provided that it obtains prior written consent from the Retailer (such consent not to be unreasonably withheld, delayed or conditioned). The Service Provider shall be responsible for the Pharmacy's compliance with the relevant terms and conditions of this Agreement.
- 5.6 The Retailer shall submit to the Service Provider complete and accurate details of each Request and the corresponding Customer's Medical Information promptly on receiving the same via the

Portal.

- 5.7 The Service Provider shall notify the Retailer if it is unable to fulfil the Request and confirm when the Medication is likely to be available, such notification and actions to be in accordance with the Service Levels in Schedule 4 to this Agreement. Where any requested Medication is out of stock, the Service Provider shall use all reasonable endeavours to replenish its stocks of the affected Medication as soon as possible.
- 5.8 The Service Provider shall give the Retailer at least sixty (60) days' written notice of its intention to extend the range of Medications or to discontinue supplies to the Retailer of any of them, and the Retailer shall promptly effect any necessary amendments to the Portal following receipt of the notice. Where the Service Provider discontinues the supply of any Medications, and such discontinuation will have a material and adverse impact on the Retailer's ability to perform its obligations under clause 2.2, the Retailer shall have the right to terminate this Agreement on giving to the Service Provider at least thirty (30) days' written notice, to take effect on the date of the cessation of the supply or, at the Retailer's option, to continue with this Agreement in relation to the remaining Medications.

6. Prescriptions.

- 6.1 The Service Provider shall procure that the Pharmacy and any Physician comply with their relevant obligations set out in clause 4 and this Clause 6.
- 6.2 Each Request accepted by the Physician shall constitute an "Order" and shall form a separate contract between the relevant Customer and the Service Provider for the sale of the relevant Medication to that Customer by the Service Provider (such contract to be on the terms of sale set out in Schedule 2 to this Agreement).
- 6.3 The Pharmacy shall dispense the prescribed Medication in accordance with the Service Levels in Schedule 4 to this Agreement. The Pharmacy shall notify the Retailer of any delays in the dispensing of the Medication via its online communications platform, Cedarx (see clause 8.1).
- 6.4 The Pharmacy shall ensure that any Medications dispensed to Customers include the relevant "Patient Information Leaflet" and relevant dispensing labels in English. Such labelling and packaging shall be compliant with applicable laws and regulations.
- 6.5 The Pharmacy shall provide the Retailer and any governmental or regulatory authorities with such assistance as is reasonably required in the event there are any questions or concerns about a particular Prescription.
- 6.6 The Retailer acknowledges that the Pharmacy is reliant on the Retailer to send Requests and Medical Information to it (via the Service Provider), and shall use all reasonable endeavours to ensure that such information is complete, up-to-date and accurate. The Pharmacy cannot take any steps to verify the accuracy or validity of any information provided by the Retailer on behalf of a Customer, save for raising an enquiry with the Retailer.
- 6.7 The Pharmacy shall at all times maintain a valid pharmacy licence in the UK. The Service Provider will notify the Retailer if, at any time, the Pharmacy becomes unable to lawfully dispense Prescriptions as provided herein pursuant to such licence. If the licensure status of the Pharmacy changes or if the Pharmacy becomes aware of changes in the law that affect its ability to dispense Medication under this Agreement, the Pharmacy will cease all fulfilment services and notify the Retailer of the issue(s) immediately.
- 6.8 In dispensing Medications, the Pharmacy shall at all times exercise independent professional judgment and sound discretion consistent with current medical practices and with all applicable laws and regulations, including but not limited to laws and regulations governing dispensing, transmission of prescriptions, drug utilisation review, delivery, packaging, and shipment of Medications.

7. Medication Delivery.

- 7.1 With respect to each Order, the Pharmacy shall procure delivery of the Medication to each Customer (such delivery to be arranged through the Service Provider's selected third party courier or postal service), in accordance with the delivery method described in the terms of sale detailed in clause 5.3(a). Each delivery shall be to the Customer's delivery address specified in the applicable Request, or as otherwise directed by the Retailer via Cedarx (where the Customer has selected to collect the Medication(s)).
- 7.2 Deliveries under this Agreement shall only be to residents in the operating countries listed in Schedule 5.
- 7.3 Delivery and performance dates in relation to the supply of Medications are estimates only and time of delivery is not of the essence.
- 7.4 Notwithstanding its other obligations under this Agreement, the Pharmacy may, in its absolute discretion refuse to accept any Order if the Prescription and/or Medical Information are deficient for reasons required by applicable law or regulation or if the Customer is not eligible to receive the Prescription.
- 7.5 The Retailer will be notified in writing by the Service Provider of any dispensing changes by the Pharmacy that affects Customers.
- 7.6 Where an Order is not fulfilled and delivery of the Medication(s) is not made to the Customer, the Service Provider shall be responsible for any refund of payments made by the affected Customer and the Service Provider shall indemnify the Retailer in relation to any such refund payments.

8. Contract Management

- 8.1 The Service Provider shall maintain, and make available, an online communication platform ("**Cedarx**") to enable communications between the Retailer, the Pharmacy and the Physician. Communications maintained through Cedarx include, but are not limited to, Medications, Fees (as defined in clause 9.2), invoicing, records and progress of Orders, Prescriptions and dispensing information.
- 8.2 Where the Retailer receives any Customer complaint regarding Prescribing, Dispensing or Fulfilment errors, it shall immediately refer such complaint to the Service Provider and provide full details of it (and the Retailer shall use all reasonable endeavours to assist the Service Provider in dealing with the complaint in accordance with General Pharmaceutical Council "GPhC" requirements).

9. Prices and Payment.

- 9.1 The Retailer shall be entitled to charge Customers such prices as it determines are reasonable for the Medication.
- 9.2 In respect of each Order, the Service Provider will invoice the Retailer for:
 - (a) the fees for the Medication as specified in Schedule 1, as the same may be updated by the Service Provider via Cedarx in accordance with clause 9.4;
 - (b) the Pharmacy's fees dispensing services (charged at the Pharmacy's standard rates then in force and as previously notified to the Retailer); and
 - (c) delivery fees for the Medication (including postage and packaging (collectively "Fees"), at the end of each month for all Orders placed within the immediately preceding month.
- 9.3 All invoices shall be payable by the Retailer in full and cleared funds by electronic transfer to the Service Provider's nominated bank account, in pounds sterling, within thirty (30) days of receipt of the applicable invoice.
- 9.4 The Service Provider shall have the right to increase the Medication fees charged to the Retailer on giving the Retailer such period of written notice as is specified in Schedule 1. The Service

- Provider will discuss any discounts or deductions to the Fees with the Retailer from time to time.
- 9.5 If payment of any invoice is not made by the due date, the Service Provider shall, without prejudice to any other rights or remedies, have the right to charge the Retailer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent (4%) per annum above the Bank of England base rate from time to time, until payment.

10. Customer Information

- 10.1 The Retailer shall perform scheduled back-ups, provide routine and emergency data recovery and manage the archiving process of all Customer information and data collected via the Portal (including, without limitation, all Medical Information) in accordance with its own established back-up and archiving procedures. The back-up schedule shall include at least weekly full back-ups and daily incremental back-ups.
- 10.2 All Medical Information shall belong to the Service Provider.

11. Data Protection

- 11.1 Each party shall comply at all times with all applicable data protection laws including the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), read in conjunction with and subject to the Data Protection Act 2018, in each case as amended, re-enacted or replaced from time to time (“**Data Protection Legislation**”) and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of Data Protection Legislation the Retailer shall be the “data controller” and the Service Provider shall be the “data processor”. As the data processor, the Service Provider shall:
- (a) process the personal data only in accordance with this Agreement and the documented instructions of the Retailer;
 - (b) implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
 - (c) only permit the personal data to be processed by persons who are bound by enforceable obligations of confidentiality and take steps to ensure such persons only act on the processor’s instructions in relation to the processing;
 - (d) remain entitled to appoint third party sub-processors. Where the Service Provider appoints a third party sub-processor, it shall, with respect to data protection obligations:
 - i. ensure that the third party is subject to, and contractually bound by, at least the same obligations as the Service Provider; and
 - ii. remain fully liable to the Retailer for all acts and omissions of the third party, and all sub-processors engaged by the Service Provider as at the Effective Date shall be deemed authorised;
 - (e) in addition to the sub-processors engaged pursuant to clause 11.2(d), be entitled to engage additional or replacement sub-processors, subject to:
 - i. the provisions of clause 11.2(d) being applied; and
 - ii. the Service Provider notifying the Retailer of the additional or replacement sub-

- processor, and where the Retailer objects to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;
- (f) notify the Retailer without undue delay after becoming aware that it has suffered a personal data breach;
 - (g) at the Retailer's cost, permit the Retailer to inspect and audit the Service Provider's data processing activities to enable the Retailer to verify and/or procure that the Service Provider is complying with its obligations under this clause 11;
 - (h) on the Retailer's reasonable request and at the Retailer's cost, assist the Retailer to respond to requests from data subjects who are exercising their rights under the Data Protection Legislation;
 - (i) on the Retailer's reasonable request and at the Retailer's cost, assist the Retailer to comply with the Retailer's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of Data Protection Legislation), comprising (if applicable):
 - (i) notifying a supervisory authority that the Retailer has suffered a personal data breach;
 - (ii) communicating a personal data breach to an affected individual;
 - (iii) carrying out an impact assessment; and
 - (iv) where required under an impact assessment, engaging in prior consultation with a supervisory authority;
 - (j) unless applicable law requires otherwise, upon termination of the Agreement delete all personal data provided by the Retailer to the Service Provider; and
 - (k) not transfer any personal data outside of the EEA without the Retailer's prior written consent.

12. Branding and Materials

- 12.1 The Retailer shall own all rights and title in any of its materials and Retailer Brands (as defined below) which form or are used in the Portal (collectively "**Retailer Materials**"). The Service Provider shall acquire no rights or title in any of the Retailer Materials.
- 12.2 The Service Provider shall own all rights and title in the Service Provider Materials and Service Provider Branding. The Retailer shall acquire no rights of title to the same.
- 12.3 To the extent that the Retailer is required to identify the Service Provider, the Pharmacy and / or the Physician as part of its operation of the Portal and the promotion and sale of the Medications, the Service Provider hereby grants the Retailer the right to identify it using the Service Provider Branding, the Pharmacy and/or the Physician as necessary in order to allow the Retailer to fulfil its obligations to Customers and to comply with all applicable laws and regulations. The Service Provider confirms that it is authorised by the Pharmacy and the Physician to provide the assurances and rights in this clause 12.3.
- 12.4 The Service Provider shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Retailer's brands ('_____') (the '**Retailer Brands**') or the reputation or goodwill associated with the Portal or the Retailer.
- 12.5 The Service Provider shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Retailer Brands.
- 12.6 The Retailer shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Service Provider Branding.

13. Product Liability

- 13.1 The Retailer shall, immediately it becomes aware of any matter which may result in a claim arising out of or in connection with any Medication (whether against the Retailer or only against the Service Provider):
 - (a) give notice to the Service Provider of the details of the matter;
 - (b) afford access to the Service Provider and permit copies to be taken of any materials,

- records or documents as the Service Provider may require to take action under clause 13.1(c);
- (c) allow the Service Provider the exclusive conduct of any proceedings and take whatever action as the Service Provider shall direct to defend or resist the matter, including the use of professional advisers nominated by the Service Provider; and
 - (d) not admit liability or settle the matter without the prior written consent of the Service Provider.
- 13.2 The Retailer shall, at the Service Provider's cost, give such assistance as the Service Provider shall require for the purpose of the Service Provider recalling as a matter of urgency any quantities of the Medications from the market.
- 13.3 In addition to any other remedy available to the Retailer, the Service Provider shall indemnify, defend and hold harmless the Retailer and its respective directors, officers and employees in full and on demand from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of this Agreement:
- (a) any claim made against the Retailer by a Customer for any loss or damage arising out of or in connection with any Medication;
 - (b) any claim made against the Retailer by a Customer for any loss or damage arising from the acts or omissions of the Pharmacy;
 - (c) any claim made against the Retailer by a Customer for any loss or damage arising from the acts or omissions of the Physician and/or any Practitioner;
 - (d) any claims for loss or damage arising out of or in connection with the quality of the Medications,
but such indemnity shall not apply in the event any such claim arises as a result of the Retailer's acts or omissions, negligence, willful default or breach of this Agreement.
- 13.4 Without prejudice to clause 13.3, in addition to any other remedy available to the Service Provider, the Retailer shall indemnify, defend and hold harmless the Service Provider and its respective directors, officers and employees in full and on demand from and against any and all liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising, in connection with any claim made against the Service Provider for loss or damage arising out of or in connection with use of the Portal (including without limitation infringement of any third party's intellectual property rights or rights to privacy).

14. Anti-bribery

- 14.1 Each of the parties (the '**First Party**') shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - (b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
 - (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the First Party in connection with the performance of this Agreement;
 - (d) immediately notify the other party (in writing) if a foreign public official becomes an

- officer or employee of the First Party or acquires a direct or indirect interest in the First Party and the First Party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Effective Date);
- (e) promptly on request from the other party, certify to the other party in writing signed by an officer of the First Party, compliance with this clause 14.1 by the First Party and all persons associated with it under clause 14.2. The First Party shall provide such supporting evidence of compliance as the other party may reasonably request.
- 14.2 The First Party shall ensure that any person associated with the First Party who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the First Party in this clause 14 (“**Relevant Terms**”). The First Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms.
- 14.3 For the purpose of this clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 14 a person associated with the First Party includes but is not limited to any subcontractor of the First Party.

15. Confidentiality

- 15.1 The parties acknowledge and agree that they may each receive certain information from the other party which is of a confidential and/or valuable nature and which may relate to the other party’s business, affairs, customers, clients or suppliers or may otherwise constitute trade or business secrets of the disclosing party (“**Confidential Information**”) under this Agreement.
- 15.2 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under this Agreement and shall not without the disclosing party’s written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under this Agreement to those of its employees, officers and professional advisers who need to have access to it.
- 15.3 Each party shall take all reasonable precautions (and at least as great as those it takes to safeguard its own confidential information) to safeguard every part of the Confidential Information.
- 15.4 The provisions of clause 15.2 shall not apply to Confidential Information that:
- (a) the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;
 - (b) is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 15.4(b) shall only apply from the date that the relevant Confidential Information enters the public domain;
 - (c) the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
 - (d) is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.
- 15.5 If the receiving party has reasonable grounds to believe that the disclosing party is involved in activity that constitutes an offence under the Bribery Act 2010, it may disclose relevant

Confidential Information to the Serious Fraud Office (or other relevant government body) without informing the disclosing party of such disclosure.

- 15.6 Within three (3) days of receipt of a request to do so made at any time and in any event if the Agreement is terminated, the receiving party shall promptly return or destroy (at the option of the disclosing party) all Confidential Information of the disclosing party.

16. Warranties

16.1 Each party warrants that:

- (a) it shall, at its own expense, comply with all applicable laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals;
- (b) none of its owners, shareholders, employees or agents have ever been arrested, charged, indicted or convicted of any health care related or financial crime;
- (c) it will immediately notify the other party in the event that it:
 - a. receives any correspondence from any regulatory agency concerning the performance of any functions under this Agreement;
 - b. is the subject of any governmental or regulatory agency investigation;
 - c. becomes aware of a legal claim against the other party; and/or
 - d. becomes aware of any event or occurrence that is contrary to any of the foregoing representations and warranties.

16.2 The Service Provider warrants that it is authorised to make the various commitments that are set out in this Agreement on behalf of the Pharmacy and/or the Physician.

17. Insurance

17.1 Each party for the duration of this Agreement and at its own cost shall:

- (a) effect and maintain (and cause to be effected and maintained) appropriate insurance cover with a reputable insurance company against all its liabilities and indemnities that may arise under this Agreement; and
- (b) without limitation to clause 17.1 (a) above, effect and maintain (or cause to be effected and maintained) during the duration of this Agreement and for a period of 3 years after termination or expiry of this Agreement adequate product liability insurance cover with a reputable insurance company to a minimum indemnity limit of £10,000,000 (ten million pounds) in aggregate per annum; and

17.2 The Supplier undertakes that it will not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain pursuant to this clause 17 (including, but not limited to, non-payment of any premium).

18. Audit

18.1 The Retailer shall allow the Service Provider (and/or its professional advisers) to access the Retailer's premises, personnel, systems and relevant records to verify the Retailer's compliance with GPhC requirements and/or Data Protection Legislation. The Service Provider and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Retailer shall provide the necessary facilities to assist in copying free of charge.

18.2 The Service Provider shall provide reasonable notice of its intention to conduct any audit and such audit shall be conducted during business hours, and no more than once in any twelve (12) month period.

18.3 The Retailer shall provide the Service Provider (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.

19. Limitation of Liability

19.1 Nothing in this Agreement:

- (a) shall limit or exclude either party's liability for:
 - i. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - ii. fraud or fraudulent misrepresentation;
 - iii. any other liability which cannot be limited or excluded by applicable law;
- (b) shall limit or exclude either party's liability for a breach of clause 15 (Confidentiality).

19.2 Subject to clause 19.1:

- (a) neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement;
- (b) each party's liability to the other under clause 11 (Data Protection) shall be limited to £100,000;
- (c) the Retailer's liability for claims arising out of or in connection with:
 - a. the Medications;
 - b. the actions or omissions of the Physician;shall be limited to £100,000; and
- (d) each party's total liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of £200,000 and the total annual Fees (calculated by reference to the Fees in successive 12-month periods from the Effective Date) paid and payable by the Retailer under this Agreement.

20. Term and Termination

20.1 This Agreement shall commence on the Effective Date and continue for an initial period of one

(1) year, and thereafter shall automatically renew for successive one (1) year periods unless terminated earlier in accordance with the terms of this Agreement.

20.2 Either party may, at any time, terminate this Agreement upon providing one hundred and twenty

(120) days' written notice to the other, in which case this Agreement shall terminate upon the expiration of such one hundred and twenty (120) day period.

20.3 This Agreement may be terminated immediately by either party on written notice:

- (a) if the other is in material breach of an obligation under this Agreement and in the case of any such breach capable of remedy has failed to remedy the breach within a period of 30 days after receipt of written notice to do so;
- (b) if the other party repeatedly breaches any of the terms of this Agreement in such manner as reasonably demonstrates conduct which is inconsistent with an intention or ability to give effect to the terms of this Agreement;
- (c) an order is made or a resolution passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or documents are filed

with the Court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver is appointed of the other party's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or an arrangement or composition is made by the other party with 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) or an application to a court for protection from its creditors is made by the other party; or

- (d) the other party takes or suffers any action similar or analogous to any of those in clause 20.3(c) in consequence of debt.

20.4 The Retailer shall be entitled to terminate this Agreement with immediate effect on written notice to the Service Provider in the event that:

- (a) the Service Provider is in breach of any requirements of any governing licensing and/or regulatory authority; or
- (b) the beneficial ownership of more than 50% of the issued share capital of the Service Provider, or the legal power to direct or cause the direction of the general management of the Service Provider, changes (and the Service Provider shall promptly notify the Retailer of any such change).

21. Consequences of Termination.

21.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect, including clauses 8.2, 11, 13, 14, 15, **18**, 17, 21 and 26.

21.2 Termination 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.

21.3 On termination of this Agreement:

- (a) the Service Provider shall procure the fulfilment of all Orders placed up to the effective date of termination;
- (b) the Retailer shall cease to promote, market, advertise or sell the Medications; and
- (c) the Retailer shall immediately remove any references to the Service Provider, the Pharmacy and/or the Physician from the Portal

22. Independent Contractors.

22.1 It is specifically recognised and agreed that the Service Provider and the Retailer are each sophisticated business entities, and that the relationship of the parties to each other shall be and is that of independent contractors. The parties agree that their employees shall perform their work and functions at all times in strict conformance with currently approved methods and practices in a competent and professional manner and shall maintain any licences and certifications required to perform their job.

22.2 The Service Provider shall not exercise any undue control over the professional judgment or methods used by the Pharmacy and its employees in the dispensing of Medications to Customers nor over the professional judgment of any Physician.

22.3 Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognise a joint venture, partnership, franchise or business entity of any kind. The Service Provider and the Retailer shall pay for all social security, withholding tax, employment insurance,

worker's compensation insurance and all other similar expenses with respect to their employees, and will indemnify and hold harmless the other against all losses, damages, expenses, claims and liabilities resulting from its failure to pay same.

23. Exclusivity

23.1 Unless otherwise agreed upon in writing by the parties, and once the volume of Orders fulfilled by the Service Provider pursuant to this Agreement exceeds 20,000 Orders per month, the Service Provider shall not, during the term of this Agreement, engage any new third party to provide services of the type that the Retailer is providing to the Service Provider (being an online telemedicine platform for individuals in the operating countries listed in Schedule 5 to gain access to medicines and products which are the same as or similar to the Medications).

24. Change of Law.

24.1 Notwithstanding any other provision of the Agreement, if during the term of this Agreement any Change of Law (defined below) results in any Adverse Consequence (defined below), the parties agree to make reasonable revisions to this Agreement to avoid such Adverse Consequence while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to the other of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. If the parties cannot agree upon re-negotiated terms hereunder within thirty (30) days from the date of the notice, then this Agreement will terminate with immediate effect.

24.2 As used herein, "Change of Law" shall mean: (i) any new legislation enacted by a government; (ii) any new third party payer or governmental agency law, rule, regulation, guideline or interpretation of a previously issued law, rule, regulation of guideline; or (iii) any judicial or administrative order, binding interpretation or decree.

24.3 As used herein, "Adverse Consequence" shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences expected to result from such Change of Law.

25. Notice.

25.1 All notices between the parties with respect to this Agreement shall be in writing and signed by or on behalf of the party giving them.

25.2 Any notice referred in clause 25.1, may be served:

- (a) by delivering it by hand;
- (b) by post, being, first class pre-paid post (provided that a certificate of posting is obtained) registered and/or tracked postal service or courier; in case to the address of the receiving party set out at the beginning of this Agreement, or to such other address as the receiving party may from time to time have notified the other party in accordance with this clause; or
- (c) by email to:
 - i. the Service Provider at enquiries@thehealthcounter.com; and
 - ii. the Retailer at _____.

25.3 Notices shall be deemed to have been received:

- (a) if delivered by hand or by courier within the United Kingdom, on the day of delivery;
- (b) if sent by first class pre-paid post registered or tracked postal service, 2 business days after posting, exclusive of the day of posting; or
- (c) in the case of email, at the time of transmission provided that no 'non-delivery or 'bounce-back' email is received indicating that the email has not been delivered.

26. Miscellaneous.

- 26.1 **Announcements.** The parties agree to keep confidential the terms of this Agreement, and neither party shall make any announcement in relation to this Agreement or otherwise publicise its existence or its contents or use or refer to the name, trade mark or trade name of the other party in any disclosure without the prior written consent of the other party consent not to be unreasonably withheld or delayed.
- 26.2 **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.
- 26.3 **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fire,

explosions, earthquakes, floods, failure of transportation, failure of utility services, failure of banking services, strikes, or other work interruptions by either party's employees.
- 26.4 **Assignment.** The Retailer shall be entitled to assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement
- 26.5 The Service Provider may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Retailer (such consent not to be unreasonably withheld, delayed or conditioned).
- 26.6 **Headings.** The headings of the various provisions of this Agreement are not to be construed as limiting or expanding any provisions hereof but are merely intended to act as aids in referring to the provisions hereof.
- 26.7 **Severability.** Each section and paragraph of this Agreement shall be considered severable, and if for any reason any section or paragraph herein is determined to be invalid under current or future law, such invalidity shall not impair the operation of or otherwise affect the valid portions of this Agreement.
- 26.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.
- 26.9 **Language Construction.** The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, or been afforded that opportunity, and that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 26.10 **No Obligation to Third Parties.** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 26.11 **Communications.** The Service Provider and the Retailer agree that good communication between the parties is essential to the successful performance of this Agreement, and each pledges to communicate fully and clearly with the other on matters relating to the successful operation of each party's obligations under this Agreement.
- 26.12 **Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.
- 26.13 **Jurisdiction.** In relation to any legal action or proceedings (a) arising out of or in connection with this Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with this Agreement, each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

26.14 **Dispute Resolution.** In the event of any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek to settle that dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) procedure (the **Procedure**), and such Procedure is deemed to be incorporated by reference into the terms of this Agreement.

26.15 **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements with respect thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first written above.

For and on behalf of:

Name: _____

Title: _____

Date: _____

For and on behalf of:

HEALTH COUNTER LIMITED

Name: AJAY PATEL

Title: Director

Date: _____

**SCHEDULE 2
PRODUCTS & COMMERCIALS**

	Dispensing Fee	Shipping Fee (48 hours)	Cold Chain Product Handling Fee
Cost per order	£4.00	£4.50	5%

SCHEDULE 2

TERMS OF SALE

THESE TERMS AND CONDITIONS (“TERMS”) APPLY TO ALL TRANSACTIONS, INVOLVING THE SALE AND DELIVERY OF MEDICAL CONSULTATIONS AND PRESCRIPTION MEDICATIONS THROUGH THE WEBSITE _____ (THE “WEBSITE”). BY CLICKING “CONFIRM ORDER”, YOU ARE AGREEING TO THESE TERMS. THESE TERMS CREATE A CONTRACT BETWEEN YOU AND HEALTH COUNTER LIMITED, COMPANY NUMBER 06646711 AND REGISTERED OFFICE AT 5 PETERWOOD PARK, PETERWOOD WAY, CROYDON, CR04UQ (“PHARMACY”). MHRA registration (medicine-seller-register.mhra.gov.uk/search-registry/149).

Pharmacy sells medical consultations and certain prescription medications through the Website. The Website is owned and operated by _____, company number _____ and with registered address at _____ (“_____”). Pharmacy fills and dispenses medications through Cedarwood pharmacy registered with the General Pharmaceutical Council with number 1121830 (<https://www.pharmacyregulation.org/registers/pharmacy/registrationnumber/1121830>), with Superintendent Pharmacist: Yuk Shan Wong, GPhC registration number 2071680 (<https://www.pharmacyregulation.org/registers/pharmacist/registrationnumber/2071680>). The pharmacy provides medical consultations through Health Finder Pro Ltd, with registered address at Unit 316, Vox Studios, 1- 45 Durham Street, London, SE11 5JH. Please follow the link to check on the prescriber’s registration status <https://www.cqc.org.uk/provider/1-8880550015>.

Knowledge and Consent. By clicking “Confirm Order”, you acknowledge that you are of the age of majority, of sound mind, and consent to these Terms with full knowledge and without undue influence or duress and that you have every opportunity to obtain independent legal advice with respect to these Terms.

Power of Attorney. You authorize and appoint _____ as your attorney and agent, to take all steps, sign all documents, and act on your behalf as if you were personally present and acting for yourself for the limited purposes of facilitating the purchase of medical consultations and pharmaceutical products through Pharmacy. This authorization shall include but not be limited to, the collection of your personal and personal health information and the disclosure of such information to Pharmacy and any other health professionals being retained on your behalf, as required. You may revoke this authorization at any time by notifying Pharmacy in writing, but if you revoke this authorization, you will not be able to purchase medical consultations or pharmaceutical products through the Website. This authorization shall continue until you revoke it.

Prescription. You acknowledge that the Pharmacy will not accept any order unless it receives a valid prescription issued by a licensed physician based upon a personal consultation and examination. The Pharmacy shall present a completed questionnaire and medication request to a GMC licensed physician for the issuance of a prescription.

Personal Examination. You acknowledge that you are of the age of 18+, of sound mind, and consent to these Terms with full knowledge and without undue influence or duress. You confirm that all information provided by you in the medical consultation questionnaire or elsewhere is correct and true, to the best of your knowledge. If

SCHEDULE 2

you have trouble understanding the questionnaire, please get in contact with us. Do not answer the questionnaire until you are clear on the meaning of each question.

Delivery. Delivery of the pharmaceuticals you order from the Pharmacy takes place when the pharmaceuticals leave the Pharmacy. After delivery, the Pharmacy will, as attorney and agent for you, arrange for the shipping of the product to your home address. Normally, shipments take an average of 48 hours to arrive. In the event that your shipment is delayed beyond 72 hours, and upon notice from you, the Pharmacy will arrange for a replacement order to be sent to you at no additional cost. Title to the medications that you purchase passes to you when the medications leave the Pharmacy. The Pharmacy is not liable for any damages suffered due to delay in shipment or products damaged in transit.

Warranties. THE MANUFACTURER OF EACH PRODUCT IS SOLELY RESPONSIBLE FOR ANY WARRANTY ASSOCIATED WITH A PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PHARMACY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, IN RESPECT OF THE PRODUCTS AND SERVICES CONTEMPLATED BY THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RESPONSIBILITY FOR CLAIMS IN RESPECT OF THE PRODUCTS IS LIMITED TO REPLACEMENT OF THE PRODUCT.

Privacy Policy. You must fully and accurately disclose your personal information and consent to its use by the Pharmacy. By submitting an order to _____, you have consented to the collection and use of your personal information as described in the _____ Privacy Policy, available in the Pharmacy Privacy Policy.

Return Policy. The Pharmacy, does not generally accept product returns for any credit unless medications were dispensed in error contrary to the prescription.

Severability. The invalidity and unenforceability of any provisions in these Terms shall not affect the validity or enforceability of any other provisions hereof and any such invalid or unenforceable provision shall be deemed to be severable.

Headings. The section headings used herein are for convenience of reference only and do not form a part of these Terms, and no construction or inference may be derived there from.

Force Majeure. The Pharmacy shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including, without limitation, delays due to back orders of requested products, mail delays, or lost shipments.

Governing Law. All agreements reached or contracts formed with the Pharmacy shall be deemed to have been made in the home jurisdiction of the Pharmacy (England and Wales), and the laws of that jurisdiction shall have sole and exclusive jurisdiction over any dispute arising between you and the Pharmacy.

Contact. You can contact the Pharmacy at customerservice@cedarwoodpharmacy.co.uk or by calling on 0203 940 6770.

SCHEDULE 3 SERVICE PROVIDER PRIVACY POLICY

The Executive Management of Health Counter (Cedarwood Pharmacy) ensures that effective internal processes are undertaken within the business to protect the data of its employees, its patients, suppliers, and customers.

This policy and procedure is created in the context of the Health Counter core value of To Be Disciplined and Professional and recognises the Services provided by Cedarwood Pharmacy and its responsibility to protect healthcare data as a special category. As part of This, additional measures are in place to protect patient records and processing.

This policy and Privacy Notice is overseen by the Health Counter Data Protection Officer (DPO), a requirement of the GDPR legislation.

1. Objectives, Aim and Scope

1.1. Aims and Objectives

The objectives of Health Counter Network Security Policy:

- GDPR Compliance – to ensure that the Health Counter has an overarching Data Protection Policy enabling a consistent approach to secure data management across the company and compliance with the legislation
- Employee Awareness – to provide insight to colleagues around GDPR and its responsibilities for the company, management, and colleagues
- Patient Understanding - to provide a privacy policy notice to patients

1.2. Scope

This policy and procedure apply to Health Counter and relates to the provision of Services provided by Cedarwood Pharmacy.

2.0 Legislation

SCHEDULE 3

- General Data Protection Legislation (GDPR) 2018
- NHS Information Governance Alliance (IGA)

3.0 Health Counter Privacy Policy

Our pharmacists and staff are members of your online healthcare team.

They aim to provide you with the highest quality of healthcare. To do this they need to keep records about you, your health, and the care we have provided or plan to provide to you.

We know that you value your privacy and the security of personal information held about you.

Information recorded

As part of providing a professional, safe, and efficient service, there is certain information that we record. This includes details of drugs and appliances dispensed against your prescriptions as well as significant advice given, and referrals made to other health professionals and any other relevant information.

Information recorded may include:

- basic details about you, such as address, date of birth, contact details etc
- records of medicines you have been prescribed by the doctor or another qualified

prescriber, and which have been supplied by Cedarwood Pharmacy

- details of medicines purchased from the pharmacy without a prescription (“p-meds; over the counter medicines”)
- other details and notes about your health and medical treatment
- information relevant to your continued care from other people who care for you

and know you well, such as other health professionals and relatives; and

SCHEDULE 3

- any other services we may provide to you

Processing Information

We process your personal data, which includes information from your prescriptions and any other pharmacy and health care services we provide to you for the purposes of:

- Your care – providing pharmacy services and care to you and sharing your information with your physician and others, as appropriate
- Management – sharing only relevant information with Local Authorities, if necessary; as well as those external to Cedarwood Pharmacy who ensure we maintain appropriate professional and service standards and that your declarations and ours are accurate (eg Inspections by GPHC)
- We hold your information for as long as advised by the GPHC.

Your Rights

You have the right to confidentiality under the General Data Protection Regulation and the Data Protection Act 2018, the Human Rights Act 1998, and the common law duty of confidence (the Equality Act may also apply).

We also comply with the NHS Code of Practice on Confidentiality and pharmacists have a requirement under their professional standards to keep records about you confidential, secure and accurate.

All our staff contracts of employment contain a requirement to keep patient information confidential.

Our guiding principle is that we process your records in strict confidence.

Your right to view your health record

You have the right to ask for a copy of all pharmacy records about you.

Generally, there will be no charge for a printed copy of the information we hold about

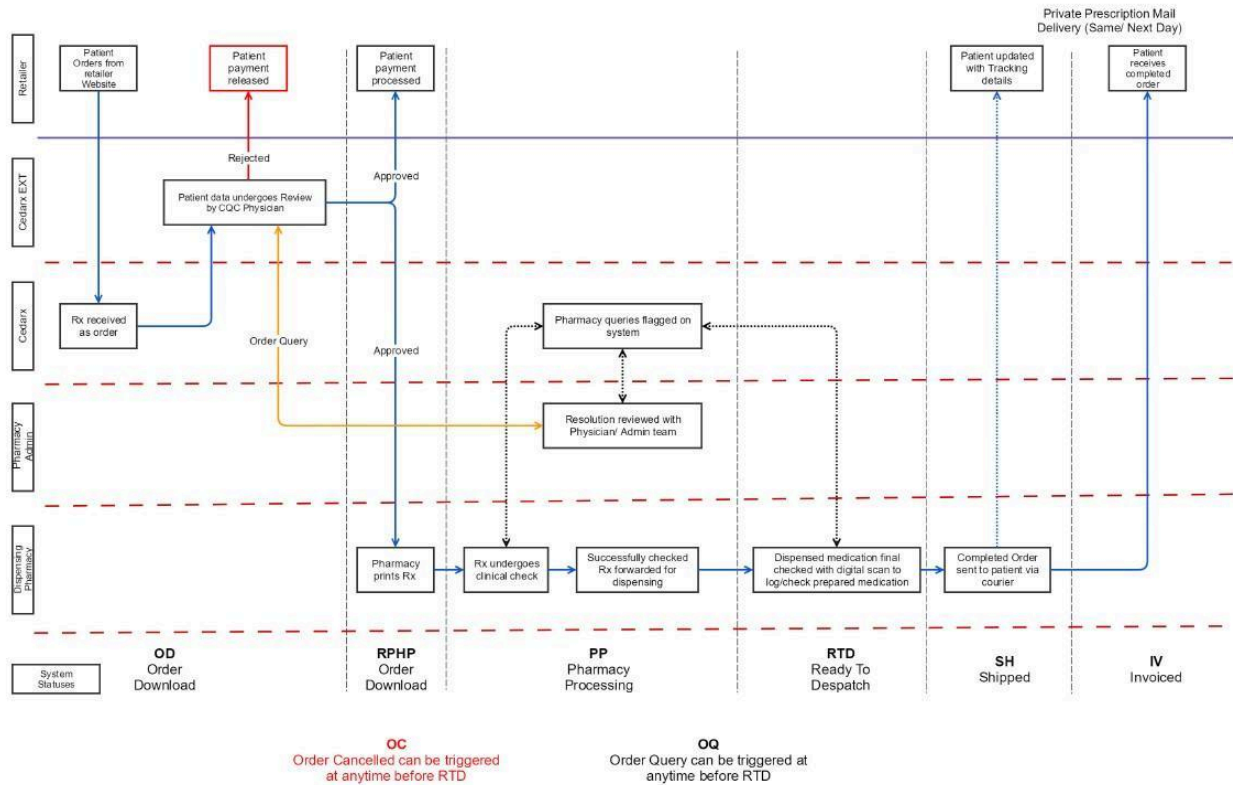
SCHEDULE 3

you. We are required to respond to your request within one month.

You will need to give adequate information for pharmacy staff to identify you (for example, full name, address, and date of birth). You will be required to provide ID.

SCHEDULE 4 SERVICE LEVELS

The scope of the Services will include, as clinically appropriate:



Private Prescriptions

- The Service Provider will make the necessary arrangements to deliver the Medication to the Customer.
- The Service Provider should contact the Retailer within 5 hours of receiving the Prescription if they are unable to fulfil a Prescription because the Medication is unavailable.
- The Service Provider shall notify the Retailer if they are unable to arrange delivery within 5 hours of receiving the Prescription.
- Prescriptions received before 12 noon on a workday, are to be completed on the same day. Otherwise, Prescriptions received after 12 noon, will be completed the next working day.
- Pharmacy business hours;
 - Monday to Friday, 9am to 5:30pm (Saturday and Sunday closed)
 - Closed for all UK bank and public holidays
- Time to dispatch – 48 hours for Mainland UK addresses

SCHEDULE 5
Operating Countries

- United Kingdom