

MEDICATIONS CANADA AND HEALTH SOLUTIONS INC. - PERSONAL CARE AGREEMENT

NO PRESCRIPTION(S) WILL BE FILLED UNTIL A SIGNED AND DATED COPY OF THIS DOCUMENT AND A COMPLETED MEDICAL QUESTIONNAIRE HAVE BEEN RECEIVED BY MCHS (DEFINED BELOW)

I, as the undersigned, being over the age of 21, hereby enter into this agreement (the "Agreement") with **MEDICATIONS CANADA AND HEALTH SOLUTIONS INC., ("MCHS")**, Suite 200, 15205 Stoney Plain Road, Edmonton, Alberta, T5P 3Y4, intending to be legally bound:

- 1.01 I am delivering this Agreement to MCHS because I wish to place an order ("My Order") for certain prescription and non-prescription drugs ("My Medications"), on the terms and conditions set out herein.
- 1.02 With the assistance of MCHS I have been purchasing My Medications from 747477 Alberta Ltd. carrying on business as Granville Pharmacy ("Granville Pharmacy" (and its predecessor, ELMWOOD PHARMACY) both of Edmonton, Alberta, and wish to continue to do so. I have developed a trusted relationship with MCHS and its staff who have been facilitating my contact with Granville Pharmacy and providing me with agency services that permit me to purchase My Medications from Granville Pharmacy. In that regard, I consider and hereby confirm the appointment of MCHS as my "Patient's Agent" as that term is defined under the *Pharmacy and Drug Act* of the Province of Alberta RSA 2000 c.P-13 sub-section 1(1) (q.1).¹
- 1.03 I have instructed MCHS to take all steps necessary including the signing of any documents required to fulfill my order and then arranging to have Granville Pharmacy deliver My Medications by placing My Medications in the mail to me in the same manner as I could have done myself.
- 1.04 I confirm, acknowledge and agree that I want to purchase My Medications from, and have My Order filled by Granville Pharmacy and that I want MCHS to act as my Patient's Agent to assist me in completing the purchase of My Medications.
- 1.05 MCHS will also track my refills for me and respond to any inquiries about the status of my order, shipping, billing and any other special arrangements that need to be made on my behalf, including facilitating communication with the dispensing pharmacists and coordinating communication between my primary care physician, the Canadian agent physician and the pharmacist involved in my care.
- 1.06 I acknowledge and confirm that I am purchasing My Medications from Granville Pharmacy and that My Medications will be shipped to me by Granville Pharmacy, and this will be arranged on my behalf by MCHS acting as my Patient's Agent.
- 1.07 I specifically confirm, acknowledge and agree that title to My Medications passes to me from Granville Pharmacy when My Medications leave the dispensary at Granville Pharmacy, and that any and all agreements reached or contracts formed throughout the course of my purchase of My Medications are and shall be deemed to be made in the Province of Alberta, Canada and accordingly shall be governed by the laws of the Province of Alberta and the laws of Canada applicable to such contracts and agreements.
- 1.08 I specifically confirm, acknowledge and agree that any dispute that arises between me and MCHS or Granville Pharmacy shall be governed by the laws of the Province of Alberta and the laws of Canada applicable to contracts formed in Alberta, and the Courts of the Province of Alberta shall have sole and exclusive jurisdiction over any such dispute.
- 1.09 I have been advised and fully understand that I will be receiving all professional services in the Province of Alberta and those are being arranged on my behalf by MCHS. I have also been advised and fully understand that if I have any concerns about the products or services I am receiving from Granville Pharmacy I have the right to file a complaint with the Alberta College of Pharmacists and also have the right to bring legal action against the Pharmacy and Pharmacists if I choose to do so, and if required, MCHS will, at my expense as may be agreed, provide me with any assistance that I need in that regard.
- 1.10 The additional Terms and Conditions set out on Schedule A" hereto, (which Schedule is hereby incorporated herein by reference) form an integral part of this Agreement, and I acknowledge having read such terms and conditions and that I agree to them.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS, TO BE BOUND BY THESE TERMS AND CONDITIONS.
Signed this _____ day of _____, 2007.

Signature of Witness _____	Signature _____
Please print witness name clearly _____	Please print name clearly _____

¹ Interpretation:
1(1) In this Act, ... (q.1) "patient's agent" means, in respect of a patient, a member of the patient's immediate family, an individual who has a close personal relationship with the patient or an individual who personally provides care to the patient;"

Schedule "A"
ADDITIONAL TERMS AND CONDITIONS

PART 1 - AUTHORIZATIONS AND CONSENTS

The authorizations, powers of representation and consents that I am providing herein to MCHS and Granville Pharmacy commence on the date I sign this Agreement and will continue until I cancel them. I understand that I can cancel the consents and authorizations I have herein granted at any time.

1.1 I hereby authorize and appoint MCHS as My Agent and attorney for the limited purpose of taking all steps and signing all documents on my behalf necessary to obtain an Equivalent Prescription (defined below), to the same extent as I could do personally if I were present taking those steps and signing those documents myself. This authorization includes, but is not limited to: collecting Personal Information (defined below) about me; collecting similar information from My Doctor or pharmacist; and disclosing my Personal Information to MCHS' employees, agents, contractors, subcontractors, affiliates and service providers, including without limitation any Agent Physician (defined below), Granville Pharmacy and any pharmacist being engaged on my behalf (collectively, "My Agents"), as required, for the limited purpose of obtaining the Equivalent Prescription and for My Order to be filled.

1.2 In this Agreement, the term:

- (a) "Equivalent Prescription" means a prescription or equivalent authorization or approval that (in accordance with the laws of the Province of Alberta and Canada) is the equivalent of My Prescription; and
- (b) "Personal Information" means personal health and medical information about me (including, without limitation, my medical history and drug history), my contact and demographic information (including, without limitation, my full name, address and phone number) and payment information.

1.3 Without limiting anything else herein, I hereby provide my consent to allow a physician retained by MCHS on my behalf (an "Agent Physician"), licensed to practice in Canada, to obtain Personal Information and other necessary documentation from My Doctor. This Agent Physician will be a duly licensed physician in one of the Provinces or Territories of Canada

1.4 I further consent to each Agent Physician, Granville Pharmacy and My Doctor being able to contact one another to discuss my Personal Information, as it pertains to the prescribing of My Medications. I understand that the reason for this consent is to provide each Agent Physician and the dispensing Pharmacy with the full opportunity to conduct an independent analysis of whether My Prescription is appropriate, and discuss any potential medical complications that might arise. I further understand that my medical information will not be used for any other reason, and will be kept in strict confidence. I further confirm and acknowledge that I am under the ongoing care of My Doctor, and I agree to regularly visit My Doctor and to promptly advise the Agent Physician and MCHS of any changes to my medical condition or prescriptions. It is clearly understood that I am not seeking medical treatment or service of any kind from any Agent Physician, MCHS or My Agents with regard to any medical advice, professional advice or treatment of any kind whatsoever. I have relied only on My Doctor in respect of My Prescription.

1.5 I hereby specifically acknowledge that I am aware that MCHS will be transmitting my Personal Information by electronic means (for example fax, or secure internet) to My Agents. I understand that the use of electronic means will enhance the efficiency and timeliness of processing My Order. I also understand that MCHS, as a custodian of my Personal Information, will take all appropriate precautions to protect my Personal Information from improper disclosure or use. I hereby consent to MCHS' transmission of my Personal Information by electronic means to My Agents.

1.6 If I was directed to MCHS' services through an intermediary (for example, a Pharmacy Benefit Manager, Health Management Organization or other service provider), I hereby authorize MCHS to release the following data to such an intermediary: a numerical identifier indicating that I was referred from that source; and financial information that will permit the processing of any claims on my behalf. It is my understanding that all such intermediaries will provide confidentiality covenants to MCHS whereby they agree to hold any such information in strictest confidence and to abide by the privacy policies of MCHS relating to the protection of my Personal Information. I specifically consent to the transmission of the foregoing information to such intermediaries by electronic means.

1.7 I hereby specifically authorize and appoint MCHS and My Agents as my agents and attorneys for the purpose of taking all steps and signing all documents on my behalf necessary to package or repack My Medications and to arrange delivery of them to me, to the same extent as I could do if I were personally present taking those steps and signing those documents myself.

1.8 I confirm, acknowledge and agree that I initiated a consultation with MCHS and that MCHS is not located in the United States. I also confirm, acknowledge and agree that all services that I receive from MCHS are being received in Canada, and that My Medications are being dispensed by Granville Pharmacy are being purchased in Canada.

PART 2 - DISCLOSURE AND REPRESENTATIONS

2.1 I hereby represent and confirm to MCHS, and to each of its affiliates, associates, related companies, subsidiaries and parent company and each of their respective directors, officers, shareholders, employees, contractors, subcontractors, successors and assigns and to My Agents (defined below) that:

- (a) My Medications were prescribed by a doctor ("My Doctor") licensed to practice medicine in the country, state or other applicable jurisdiction in which I reside, or where I sought treatment;
- (b) the prescription for My Medications ("My Prescription") was lawfully obtained by me from My Doctor;
- (c) I will use My Medications strictly according to the instructions provided by My Doctor, as the person for whom they were prescribed. I will not allow anyone else to use My Medications;
- (d) I can make my own medical decisions according to the laws of the place where I reside;
- (e) My Prescription has not been altered in any way, nor has it been filled prior to submission to MCHS. I agree to immediately destroy all copies of My Prescription once it has been filled;
- (f) I am not seeking or relying on any medical information, advice or approval from MCHS or My Agents, and I have consulted a qualified physician licensed in the jurisdiction where I obtained My Prescription within the last year;
- (g) I will immediately contact My Doctor in the event I suffer any unexpected side effects from any of My Medications;
- (h) I understand that it is my responsibility to have regular physical examinations by my primary licensed physician that is responsible for my care, including all suggested testing, to ensure that I have no medical conditions or problems which would contraindicate me taking My Medications; and
- (i) I acknowledge that MCHS and My Agents have relied and will continue to rely on the information and documentation that I am providing to them (including this Agreement, My Order, My Prescription and my Patient Profile) and I represent and confirm that I have fully and truthfully disclosed all pertinent information and documentation to MCHS. I agree to notify MCHS of any changes to my physical or medical condition by providing an updated Patient Medical History. I understand that if I have provided incorrect or incomplete information to My Doctor or MCHS or My Agents, medication could be prescribed and dispensed which is harmful to my health.

PART 3 - PURCHASE AND SALE TERMS

MCHS will charge my credit card for the price of the medication and shipping charges that apply on the day My Order is processed and all other documentation (including the Equivalent Prescription) necessary to enable Granville Pharmacy to fill My Prescription has been received. In the event my payment is not authorized, MCHS has the right to cancel My Order and attempt to provide me with notice of such cancellation.

3.1 I confirm, acknowledge and agree that:

- (a) My Medications which are being purchased from Granville Pharmacy will be packaged in child protected packaging, unless I request otherwise on my Patient Medical History;
- (b) MCHS and My Agents are entitled to substitute a brand name prescription drug with a generic prescription drug, where available, unless My Doctor indicates that there be "no substitution";
- (c) once purchased and shipped, no medications may be returned or exchanged;
- (d) MCHS and My Agents reserve the right to refuse to assist me in obtaining My Order or any other order in their sole discretion, in which event I will be entitled to a refund for monies paid for such order;
- (e) neither MCHS nor My Agents provide their agency or attorney services as a substitute for healthcare or the advice of my primary care physician; and
- (f) neither MCHS nor My Agents will exchange medications or return any monies paid once an order is filled, unless the medications provided to me by Granville Pharmacy do not correspond with My Prescription.

3.3 I SPECIFICALLY CONFIRM, ACKNOWLEDGE AND AGREE THAT EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS, WITHOUT LIMITATION, WILL AUTOMATICALLY, AND WITHOUT FURTHER ACTION BY ME OR MCHS, APPLY TO AND GOVERN ANY FUTURE ORDERS BY ME OF MEDICATIONS FROM MCHS, UNLESS I SPECIFICALLY INDICATE OTHERWISE AT THE TIME OF ORDERING SUCH MEDICATIONS. WITHOUT LIMITING THE FOREGOING, EACH AUTHORIZATION AND CONSENT PROVIDED BY ME IN THIS AGREEMENT WILL CONTINUE UNTIL I CANCEL SUCH AUTHORIZATION OR CONSENT (WHICH I CAN DO AT ANY TIME).