

STANDARD CONDITIONS OF SERVICE

1. Definitions and Interpretation

1.1 In these conditions the following words and phrases shall have the following meaning unless the context requires otherwise:

“Affiliate” shall mean, with respect to either party:

- (i) any company which at the relevant time is a subsidiary or holding company of that party or is a subsidiary of any such holding company (as such terms are defined in sections 7 and 8 of the Companies Act, 2014); or
- (ii) any company directly or indirectly controlling, controlled by or under common control with such party at any time during the period for which the determination of affiliation is made (“control” meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any person, whether through the ownership of more than 50% of the voting and/or equity rights, by contract or otherwise);

“Agreement” means any contract or agreement entered into between Median Healthcare and the Customer for the provision of Services to Residents in a Nursing Home, incorporating, containing or referring to these conditions;

“Commencement Date” means the commencement date provided for in the Agreement;

“Confidential Information” means all information designated as such by either party in writing together with (i) all information which relates to the business affairs, developments, trade secrets, software, know-how, personnel and Residents and (ii) any other information which may reasonably be regarded as the confidential information of either party;

“Customer” means the corporate entity, partnership, firm, or person who engages Median Healthcare to provide the Services to Residents of their Nursing Home;

“Data Protection Legislation” means the Data Protection Acts, 1988 and to 200318, as may be amended, modified or consolidated together with the EU General Data Protection Regulation 2016/679, as amended from time to time, and any further legislative, international convention or EU charter adopted in respect of data protection and privacy matters;

“Deliverables” means all Documents, products and materials developed by Median Healthcare or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);

“Documents” means in addition to any document in writing, any drawing, map, plan, diagram, design, records, tapes, discs, diskettes, CD-ROM and any other media embodying information in any form;

“Fees” means the fees payable to Median Healthcare by the Resident in accordance with condition 3 of these conditions and the terms of the Agreement;

“Force Majeure Event” means an event of force majeure as described in condition 14.1.

“Input Material” means all Documents, information and materials provided by the Customer relating to the Services;

“Intellectual Property” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world (and **“Intellectual Property Rights”** means rights, title and interest in such Intellectual Property).

“Median Healthcare” means Median Healthcare Services Unlimited Company, incorporated in Ireland under registration number 505152 and registered office at United Drug House, Magna Drive, Magna Business Park, Citywest Road, Dublin 24;

“Median Healthcare Equipment” means any equipment, including tools, systems or facilities, provided by Median Healthcare or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer, including but not limited to the equipment set out in the Agreement;

“Nursing Home” means the Customer operated nursing home or residential care centre in which a Resident resides and from which the request for Services is received;

“Performing Party” means a party affected by a Force Majeure Event and as defined in condition 14.1;

“Personal Data” has the meaning specified in the Data Protection Legislation. **“Resident Personal Data”** means all Personal Data in respect of Residents and the provision of the Services, and for greater certainty includes Sensitive Personal Data, as defined by the Data Protection Legislation, and treatment information;

“Prices” means the amounts payable to Median Healthcare by the Customer in accordance with condition 3 of these conditions and the terms of the Agreement;

“Products” means any and all products provided by Median Healthcare to the Customer in accordance with the terms of the Agreement;

“Records” means the records maintained by Median Healthcare in accordance with condition 7;

“Resident” means a patient or resident of a Nursing Home who has elected to obtain the Services from Median Healthcare as contemplated under the Agreement;

“Services” means those services provided by Median Healthcare to Residents and the Customer (as applicable), as more particularly described in the Agreement;

“Working Day” means any day other than a Saturday or Sunday or bank or public holiday in Ireland; and

Median Healthcare and the Customer are each a **“party”** and together the **“parties”**.

1.2 In these conditions:

- (a) reference to these conditions or these terms and conditions shall include these terms and conditions and all amendments and supplements thereof.
- (b) reference to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- (c) the use of headings shall not affect the construction of these terms and conditions.
- (d) the use of the plural shall include the singular and the use of the singular shall include the plural.
- (e) reference to the masculine, feminine or neutral genders shall include each gender.
- (f) reference to a person includes any corporation, association, partnership or other entity as the case may be and includes its heirs, executors, administrators, successors and permitted transferees and assigns.

2. Incorporation of terms

- 2.1 Subject to any variation under condition 2.4, the Agreement will be on these terms and conditions to the exclusion of all other terms and conditions put forward by or on behalf of the Customer (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Agreement simply as a result of such document being referred to in the Agreement and all conditions, terms or stipulations to the extent they are contrary or inconsistent herewith contained thereon are hereby excluded and extinguished.
- 2.3 These conditions supersede any prior agreements and understandings between Median Healthcare and the Customer and represents the entire, complete and exclusive agreement and understanding of the parties hereto with respect to the subject matter hereof.
- 2.4 These conditions apply to the Services and any variations of these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of Median Healthcare.
- 2.5 Failure by either party to enforce any provision of the Agreement shall not constitute a waiver or affect its right to require the future performances thereof, nor shall its waiver of any breach of any provision of the Agreement constitute a waiver of any subsequent breach or nullify the effectiveness of any provision.

3. Invoicing and Payment

- 3.1 The process for payment of the Fees by Residents in consideration of the provision of the Services shall be as set out in the Agreement.

- 3.2 In consideration of the supply of Products and any other services by Median Healthcare to the Customer, the Customer shall pay the Prices as set out in the Agreement.
- 3.3 Unless otherwise agreed, the Customer shall pay each invoice submitted to it by Median Healthcare in full and in cleared funds within thirty (30) days of receipt to a bank account nominated in writing by Median Healthcare.
- 3.4 The Customer shall supply all Input Materials relating to the Services to Median Healthcare at the Customer's own cost.
- 3.5 All amounts payable by the Customer to Median Healthcare under this Agreement shall be denominated and payable in the euro (€).
- 3.6 The Customer shall pay Median Healthcare, in addition to the Prices and any other valid charges arising pursuant to this Agreement, a sum equal to the Value Added Tax chargeable on the value of Services performed at the date of invoice. Value Added Tax shall be payable at the rate and in the manner prescribed by law from time to time.
- 3.7 If the Customer fails to pay Median Healthcare on the due date for payment, Median Healthcare may charge interest on such sum for the due date for payment at the annual rate of 2% above the base lending rate from time to time of Bank of Ireland, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement.
- 3.8 Time for payment shall be of the essence of the Agreement.
- 3.9 All sums payable to Median Healthcare under the Agreement shall become due immediately on its termination, despite any other provision. This condition 3.9 is without prejudice to any right to claim for interest under the law or any such right under the Agreement.

4. Intellectual Property and Trademarks

- 4.1 The Agreement does not assign (and shall not be deemed to assign) to either party any Intellectual Property Rights of the other party and/or either of their Affiliates existing prior to the Commencement Date or developed independently of the Agreement.
- 4.2 Median Healthcare shall retain all rights, title and interest (including all Intellectual Property Rights and moral rights) in and to the Deliverables and all modifications thereto.
- 4.3 On expiry or termination of the Agreement, the Customer shall procure that all use of Median Healthcare Intellectual Property and materials ceases immediately and, to the extent requested by Median Healthcare, is promptly returned to Median Healthcare.

5. Confidential Information

- 5.1 The parties shall keep in strict confidence the terms and the nature of all discussions between them relating to the Agreement and will ensure that their respective employees, agents and sub-contractors fully comply with the provisions of this condition 5. No part of the Confidential Information made available by one party (the "**Disclosing Party**") to the other (the "**Recipient**") shall be disclosed, directly or indirectly, by the Recipient to any third party except where such disclosure is required for the performance of the Services and of the Agreement. For the avoidance of doubt, this condition 5 also applies to any information which may reasonably be regarded as the confidential information of a Resident and which is disclosed to Median

Healthcare by any person pursuant to the Agreement and/or any other agreement relevant to the performance of the Services.

5.2 Without prejudice to the generality of condition 5.1 each party to the Agreement hereby undertakes to the other:

(a) that any Confidential Information made available by the Disclosing Party to the Recipient shall from the date of disclosure:

(i) be used by the Recipient (or by a person employed or engaged by the Recipient in connection with the Agreement), solely for the purpose of performance of the Agreement; or

(ii) not be disclosed by the Recipient (or by any person employed or engaged by the Recipient in connection with the Agreement), without the consent of the Disclosing Party, except to such employees, agents and sub-contractors as have a need to access and make use of the same in connection with the Agreement and on conditions of confidentiality no less onerous than set out in this condition 5. The Recipient shall ensure that all persons to whom Confidential Information is divulged shall themselves observe the requirements of this condition 5 and shall be responsible for such persons compliance with the requirement of this condition 5; and

(b) to provide all necessary precautions to ensure that the Confidential Information is not used other than as described in condition (a)(i) above or disclosed except as described elsewhere in this condition 5.

5.3 The provisions of this condition 5 shall not apply to Confidential Information which:

(a) is or becomes public knowledge other than by breach of this condition 5;

(b) is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Disclosing Party;

(c) is independently developed without access to Confidential Information;

(d) is received from a third party which has received it without restriction and who is under no obligation restricting its disclosure;

(e) is required to be disclosed to the parties' professional advisors, provided that such disclosure is to the extent necessary only for such advisors and is on terms no less onerous than those set out in this condition 5; or

(f) is released from the provisions of this condition 5 by the prior written consent of the Disclosing Party.

6. Data Protection

6.1 Both parties in acting pursuant to the Agreement shall observe their respective obligations set out in the Data Protection Legislation.

6.2 It shall be the responsibility of the Nursing Home to ensure that any disclosure of Personal Data by it to Median Healthcare is made with the Patient's consent or is otherwise lawful under the Data Protection Legislation. The Parties hereby acknowledge and agree that Median Healthcare

shall not be obliged to provide the Services to any Patient where the relevant Nursing Home has failed to demonstrate to Median Healthcare's reasonable satisfaction that such consent has been obtained or such consent is not required and Median Healthcare shall not be in breach of the Agreement by refusing to provide the Services to a Resident in such circumstances.

7. Insurance

7.1 Both parties shall, during the term of this Agreement maintain in force, with a reputable insurance company against all risks normally insured against by companies carrying on the same or similar businesses as the parties hereto.

8. Limitation of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE CONTENTS OF THIS CONDITION 8

8.1 Neither party shall be liable to the other for any claim (whether arising in contract, negligence or any other tort, breach of statutory duty, misrepresentation or otherwise) under or in connection with the Agreement for:

- (a) any loss of profit (whether direct or indirect), revenue, anticipated savings, business or contract or loss of reputation; or
- (b) any special, indirect or consequential loss or pure economic loss.

8.2 Nothing in the Agreement shall be taken to exclude or limit either party's liability for:

- (a) death or personal injury resulting from negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot, as a matter of law, be limited.

8.3 The total aggregate liability of either party (and/or their Affiliates), whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement shall be limited in respect of all claims (connected or unconnected) in any consecutive twelve (12) month period, the equivalent of the total Prices paid or payable by the Customer to Median Healthcare in that period.

9. Termination

9.1 This Agreement may be terminated:

- (a) in accordance with the terms of the Agreement;
- (b) by Median Healthcare if the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default for a period in excess of thirty (30) days after being notified in writing to make such payment;
- (c) by either party, if the other party commits a material breach of the Agreement which is incapable of remedy or in the case of a breach capable of remedy shall not have been remedied within thirty days of a notice from the non-breaching party identifying the breach and requiring its remedy;
- (d) by either party, in accordance with condition 13.5; and

(e) by either party, by notice in writing, if the other party shall have a receiver, receiver and manager, or examiner appointed over it, or over any part of its undertaking, or assets, or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or have a petition for its winding-up, or for the appointment of an examiner to it, or any company related to it, or a court of competent jurisdiction shall make an order to that effect, or if the other party shall enter into any composition or arrangement with its creditors or shall cease or threaten to cease to carry on business, or shall suffer any analogous circumstance in any jurisdiction other than Ireland.

9.2 On termination of the Agreement for any reason, the Customer shall immediately pay Median Healthcare all of Median Healthcare's unpaid invoices and in respect of Services supplied but for which no invoice has been submitted, Median Healthcare may submit an invoice, which shall be payable immediately on receipt.

9.3 Upon termination or expiration of the Agreement for whatever reason:

- (a) unless otherwise agreed between the parties, Median Healthcare shall immediately cease providing the Services;
- (b) each party shall, within 5 Working Days, return to the other party all Confidential Information and any other materials belonging to or provided by the other party, or relating to the Services which are then in that other party's possession or control;
- (c) the Customer shall, within 5 Working Days, return or facilitate Median Healthcare in the retrieval of all Median Healthcare Equipment from each location;
- (d) Median Healthcare agrees to assist and co-operate with the Customer (at the reasonable cost of the Customer) to ensure an orderly transition of the Services and completion of any work in progress;
- (e) any licences granted to Median Healthcare under the terms of the Agreement in connection with the Services or otherwise shall immediately cease;
- (f) at the request of the Customer, Median Healthcare shall transfer the Resident Personal Data of those Residents who have consented to such transfer to the alternative service provider identified by the Customer, at all times in accordance with the Data Protection Legislation, as soon as reasonably practicable.

9.4 The termination of the Agreement in accordance with this condition 9 shall not prejudice or affect any right of action, remedy or liability, which shall have accrued or shall thereafter accrue to the Customer or Median Healthcare.

10. Assignment and Sub-Contracting

10.1 Neither party shall assign or sub-contract any of its rights and obligations under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Median Healthcare may subcontract certain Services to its parent company, Lloyds Pharmacy Ireland Limited provide that Median Healthcare shall remain responsible for its performance of the Agreement at all times.

11. Dispute Resolution

- 11.1 If parties have a dispute with each other, either party may at any time initiate the dispute resolution procedure in the sub-condition below. The procedure should be seen as a means to resolving a dispute after the usual channels of communication between the parties have been followed and either party considers the matter still to be in dispute.
- 11.2 The complainant must advise the other party in writing of the nature of the dispute, what outcome is sought and what action the complainant proposes will settle the dispute. The parties shall use reasonable endeavours to resolve any dispute between them but if it is not resolved within 15 Working Days (or such time as may be agreed in writing) then either party may refer the matter to mediation and shall use the CEDR Model Mediation Procedure or other dispute resolution scheme unless agreed otherwise. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (“**ADR Notice**”) to the other party requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR Notice and the location of the mediation shall be Dublin, Ireland.
- 11.3 The procedures of this condition 11 do not affect the right of a party to take legal proceedings under the Agreement. Despite the dispute resolution procedures of this condition 11, a party may seek injunctive relief from an appropriate court where failure to obtain such relief would cause irreparable damage to the party concerned or to the Services.

12. Force Majeure

- 12.1 No Party (“**the Performing Party**”) shall be liable for any failure, interruption or delay in the performance of its obligations under the Agreement, in whole or in part, if such delay or failure is due to any cause beyond its reasonable control (“**Force Majeure Event**”) including, but not limited to, acts of God including but not limited to fire, flood, earthquake, flood, drought, lightning, windstorm or other natural disaster, inclement weather, failure or shortage of power supplies, failure of computers or vehicles, strike, lock-out, trade dispute or act or omission of government or any competent authority, war, riot or civil disorder, provided that lack of funds shall not constitute an event beyond the reasonable control of any party.
- 12.2 All parties shall use all reasonable efforts to minimise the effect of any such Force Majeure Event upon the performance and fulfilment of the Agreement and shall meet as soon as possible to agree upon any action required to avoid delays.
- 12.3 In the event that a delay or failure shall occur as a direct result of a Force Majeure Event and continues for a period of thirty consecutive days or more then the party not suffering the Force Majeure Event may terminate the Agreement by serving written notice on the Performing Party.

13. Compliance

- 13.1 Each Party has drawn up its own code of conduct as well as compliance policies and processes. The Parties agree to conduct the business contemplated herein in full compliance with their respective own codes of conduct and compliance policies. In case the Customer does not have its own Code of Conduct and/or Compliance policies, the Customer undertakes to apply the “McKesson Code of Conduct”, which can be accessed a <https://medianhealthcare.ie/wp-content/uploads/2020/04/McKesson-Ireland-Code-of-Conduct-002.pdf>

- 13.2 Within the scope of this mutual contractual relation, both Parties shall at all times comply with all applicable laws and regulations, including but not limited to laws covering data protection, fair competition, trade controls, money laundering and anti-corruption.
- 13.3 Notwithstanding anything to the contrary in the Agreement, neither Party shall receive any funds under the Agreement absent a written invoice. Each invoice submitted by a Party shall itemize in detail the work that Party has undertaken, and any reimbursable expenses incurred. Upon the receiving Party's request, the invoicing Party shall provide any additional reasonable information or clarification relating to the invoices or the underlying work or payments.
- 13.4 Each Party shall comply with all applicable international and national export and trade control laws and regulations, including but not limited to those of the United Nations, the United States of America and the European Union. In particular, neither Party shall export or re-export, directly or indirectly, any products without the required government licences, approvals or waivers. Each Party agrees to indemnify and hold harmless the other Party from all liabilities or costs incurred by the other Party and its Affiliates arising for any reason from or in connection with any export, import, regulatory, governmental or treaty violations in any jurisdiction by it, whether intentional or unintentional.
- 13.5 Each Party shall promptly report to the other Party any development that conflicts with the provisions in this condition 13. Notwithstanding anything to the contrary in the Agreement, each Party reserves the right to suspend or terminate the Agreement with immediate effect in this event.

14. Governing Law and Jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed and construed in accordance with laws of Ireland, and, the parties hereby submit to the exclusive jurisdiction of Courts of Ireland.