

**INFORMATION MANAGER AGREEMENT
PURSUANT TO SECTION 25(3) OF
THE PERSONAL HEALTH INFORMATION ACT**

THIS AGREEMENT made in duplicate this _____ day of _____, 1998.

BETWEEN:

_____,
of the City of Winnipeg, in the Province of
Manitoba, Pharmacist,

(hereinafter referred to as the "Pharmacist"),
OF THE FIRST PART,

- and -

_____,
a Company duly incorporated under the
laws of the Province of _____,
and having an office and place of business
at _____ Street, in the City
of Winnipeg, in the Province of Manitoba,

(hereinafter referred to as the "Company"),
OF THE SECOND PART.

WHEREAS:

1. The Company owns and operates Pharmacies in the Province of Manitoba, including a Pharmacy located at _____, in the City of Winnipeg, in Manitoba (the "Pharmacy");
2. The Pharmacist is employed by the Company at the Pharmacy;

3. The Pharmacist and the Company acknowledge that the Pharmacist is a Trustee and the Company is an Information Manager as those terms are defined in the Personal Health Information Act S.M. 1997, c.51 (the "Act");
4. The Company wishes to receive and the Pharmacist wishes to provide personal health information pursuant to the terms of Section 25(3) of the Act, a copy of which is attached hereto as Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and agreements herein contained and in order to comply with the provisions of the Act, it is agreed by and between the parties hereto as follows:

1. The Pharmacist and the Company agree that the sale or dispensing of a drug pursuant to a prescription and the information included in the drug program information network (DPIN) system amount to "health care" involving "personal health information" as those terms are defined in the Act.
2. The Pharmacist and the Company acknowledge and agree that the Pharmacist is responsible for maintaining the personal health information of the customers of the Pharmacy.
3. The Company acknowledges and agrees that it requires access to the personal health information of the customers of the Pharmacy for certain limited purposes of providing the Pharmacist with information management or information technology services.
4. The Pharmacist agrees to provide the Company with the personal health information of the customers of the Pharmacy only for the purposes specified in clause 3 above or to carry out such purpose as may be authorized by the Act.
5. The Company agrees that it shall not use the personal health information except for the purposes specified in clause 3 above and the Company agrees to protect such personal health information from such risks as unauthorized access, use, disclosure, destruction or alteration in accordance with the provisions of the Personal Health Information Regulations (the "Regulations").
6. The Company agrees that it will only provide as much personal health information as is reasonably necessary to accomplish the purpose for which it is collected or has been received, to a minimum number of its officers, directors or employees who need to know the information to carry out the purpose for which the information was collected or received or to carry out such purpose as may be authorized by the Act.

7. The Company acknowledges that the personal health information of customers of the Pharmacy shall not be disclosed, used, sold, destroyed or altered and shall be protected by the Company in accordance with instructions from the Pharmacist and in accordance with the provisions of the Act and Regulations. The Company hereby agrees to comply with the same requirements concerning the protection, retention and destruction of personal health information that the Pharmacist is required to comply with under the Act and Regulations and the duties imposed on the Company as set out herein.
8. The Company is aware that a breach of this Agreement and/or the Act can be an offence under the Act, carrying a penalty on conviction of a fine in an amount not more than \$50,000.00.
9. The Company shall comply with the written security policy and procedures established by the Pharmacist from time to time pursuant to the provisions of the Regulations.
10. The Company agrees that it shall notify the Pharmacist immediately in writing of any breach or suspected breach of this Agreement by the Company, whether accidental or otherwise.
11. This Agreement and the application or interpretation of it shall be governed exclusively by the laws of the Province of Manitoba and the parties hereto irrevocably attorn to the jurisdiction of the Courts of the Province of Manitoba.
12. Each provision in this Agreement shall be severable. If any provision of it is illegal or invalid, the illegality or invalidity shall not effect the validity of the remainder of this Agreement.
13. Where the singular or masculine are used throughout this Agreement same shall be construed as meaning plural or feminine or neuter, where the context or the parties hereto so require and except where specifically indicated to the contrary, covenants shall be deemed to be several as well as joint and time shall be of the essence of this Agreement.
14. This Agreement constitutes the entire agreement between the parties and supercedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written and there are no representations between the parties except as expressly provided in this Agreement.

- 15. This Agreement shall not be assignable or transferrable.
- 16. Each of the parties hereto shall do such further things as may be reasonably necessary and desirable to effect the purpose of this Agreement and carry out the terms hereof and in particular, the Pharmacist and the Company shall cooperate with each other in doing such things as may be necessary to effect the purpose and intent of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and year first above written.

_____))
Witness _____) Per: _____
(corporate seal)

_____))
Witness _____) _____
(Pharmacist)