



**ESourceRx Client Services Agreement**

**PREAMBLE:** This is an agreement between \_\_\_\_\_ and affiliated facilities (herein referred to as "Client") located \_\_\_\_\_ and ESourceRx, Inc., (herein referred to as ESourceRx) located at 23905 Clinton Keith, Suite 114-415, Wildomar, CA 92595.

**PURPOSE:** Client wishes to retain the services of ESourceRx to reduce costs relative to Client's healthcare supply expenditures and ESourceRx is willing to provide such services.

1. **TERM:** ESourceRx agrees that for a period of 24 months, commencing \_\_\_\_\_, 200\_\_ it will render to Client services that result in reductions of healthcare supply costs and affiliated operational expenditures. Such reductions, (herein referred to as "savings") shall be recorded on a Savings Report, verified by appropriate client personnel and made available to client on a monthly basis in printed format.
2. **PROGRAM COST:** ESourceRx services are provided at NO CHARGE to the client. Client is aware that suppliers may be assessed a program administrative fee not to exceed 3% of gross product purchases utilizing the ESourceRx applications and services (current fee equals 1%). ESourceRx shall shareback up to 50% of collected supplier administrative fees with client based upon program participation criteria.
3. **ESourceRx SERVICES:** ESourceRx shall provide healthcare supply cost containment services on all events as submitted and directed by Client, including new or renewing manufacturer product agreements, distribution agreements and associated Group Purchasing Organization agreements, and will submit a completed Savings Report, per event, to the designated client representative. ESourceRx shall coordinate and manage an RFP process for the dissemination of client specific event requirements along with related service and purchase request on Clients behalf.
4. **SAVINGS CALCULATIONS:** Savings shall be calculated by subtracting Client's final cost of the products and services achieved utilizing the services of ESourceRx including all retroactive rebates and revenue sharebacks from Client's original cost for same or similar products or services, as submitted to ESourceRx by Client. Authorized Client representative shall independently certify savings.
5. **CONFIDENTIALTY:** Client and ESourceRx agree that the terms and conditions of this Agreement, to include this document, shall be deemed confidential and will not be disclosed to third parties, except as necessary for auditing, regulatory, or other purposes necessary to fulfill the parties' obligations under the agreement. Proprietary information shall be used by ESourceRx and Client only in connection with services rendered under this Agreement. Proprietary Information shall not be deemed to include information that is in the public domain or was already in the possession of ESourceRx or Client prior to the signing of this agreement, or is rightfully received from a third entity and without violation of this Agreement by ESourceRx or Client.
6. **WARRANTS:** ESourceRx warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that ESourceRx is free to enter into this Agreement.
7. **TERMINATION:** This agreement may be terminated with or without cause by Client or ESourceRx at any time on thirty (30) days advance written notice. The confidentiality provisions of this Agreement shall survive termination of this Agreement for an indefinite term. In the event Client intends to renew, this agreement is automatically renewable for up to three (3) years at the stated program cost.
8. **MUTUAL INDEMNIFICATION:** Each party shall indemnify and hold the other harmless from and against any and all claims, actions, liabilities and damages that may be asserted against or incurred by the other party.
9. **LIMIT OF LIABILITY:** ESourceRx is held harmless from, and not responsible for, damage or destruction to client property resulting from vendor activity, negligent or otherwise; bodily injury sustained by any person(s), or any damage caused to other property during vendor activity.
10. **MODIFICATION:** This Agreement cannot be modified by either party without the written consent of the other.

\_\_\_\_\_  
ESourceRx, Inc.

\_\_\_\_\_  
Client (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date