

**CONFLICT OF INTEREST
DISCLOSURE FORM and AGREEMENT**

WHEREAS, CLIENT (“CLIENT”) is conducting a project and wishes to enter into a relationship with a CONSULTING FIRM (“CONSULTING FIRM”); and

WHEREAS, CLIENT wishes to learn of all relationships its consulting firm may have in the prescription drug industry, and all monies that its consulting firm may be receiving from any entity operating in the industry, and CLIENT also wishes to form an Agreement precluding its consulting firm from receiving any undisclosed monies in connection with services that may be rendered to CLIENT; and

WHEREAS, _____ (“CONSULTING FIRM”) wishes to be retained by CLIENT, and CONSULTING FIRM is willing to provide the above-described agreement, and CONSULTING FIRM is also willing to disclose all relationships it has in the prescription drug industry, and all monies and other things of value it has received or is receiving from any entity operating in the industry, provided that all such information is kept entirely confidential, and is never disclosed by CLIENT to any third party without the express written permission of CONSULTING FIRM; and

WHEREAS, CLIENT is hereby binding itself, and all trustees and employees, and all related and affiliated entities and their trustees and employees, to maintain all information referenced in the paragraph above as confidential information, and to never disclose said information to any third party without the prior written consent of CONSULTING FIRM.

The CONSULTING FIRM represents and agrees as follows:

I. DEFINITION OF CONSULTING FIRM

CONSULTING FIRM, as referenced herein, shall be defined to include the following: _____, all parent companies, subsidiaries, divisions, and/or related or affiliated entities, and all officers and directors and board members and partners and employees of _____ and the previously described entities.

II. CONSULTING FIRM’S RELATIONSHIPS

CONSULTING FIRM hereby identifies all direct and indirect relationships CONSULTING FIRM has with any Pharmacy Benefit Management company, insurance company, drug manufacturer, or drug wholesaler or distributor or repackager (or any parent, subsidiary, division, or related or affiliated entity), or any officer/director/board member/agent/partner/or employee of any of the previously described entities.

CONSULTING FIRM includes all such relationships, whether arising from written or oral agreements, whether formal or informal, whether direct or indirect, whether separate or bundled, including but not limited to all relationships arising out of: any brokerage agreements, commission or other fee agreements, or any contracts to perform any work or services for the previously described entities or individuals.

For each relationship identified, CONSULTING FIRM hereby states (a) the name of the entity or individual with which CONSULTING FIRM has the relationship; (b) the type and basic terms of the relationship; (c) whether the relationship was or is based on an oral or written agreement; (d) when the relationship arose; (d) and when the relationship terminated or will terminate. (Relationships that arose prior to January 1, 2005 need not be identified).

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III. CONSULTING FIRM'S RECEIPT OF MONIES AND OTHER THINGS OF VALUE

CONSULTING FIRM hereby identifies all monies and other things of value that CONSULTING FIRM has directly or indirectly received from any: Pharmacy Benefit Management company, insurance company, drug manufacturer, or drug wholesaler or distributor or repackager (or any parent, subsidiary, division, or related or affiliated entity), or any officer/director/board member/agent/partner/or employee of any of the previously described entities.

CONSULTING FIRM includes all such monies and other things of value, whether lump sum payments made in one payment or over time, percentage payments, separate or bundled payments, "per prescription" or "per claim" fees", "per capita" fees (such as "per employee", "per beneficiary" or "per participant" fees), commissions, gifts, awards, trip payments, membership fees, honorariums, finder's fees, placement fees, commissions, agency fees, servicing fees, stock or option awards, or float compensation or income.

For each transaction for which CONSULTING FIRM has received monies or other things of value, CONSULTING FIRM hereby states: (a) the entity and/or individual from which the CONSULTING FIRM received the monies or other things of value; (b) the transaction for which the CONSULTING FIRM received the monies or other things of value (i.e., PBM RFP, PBM audit, PBM/CONSULTING FIRM brokerage

agreement or service agreement, etc.); (c) the type of monies or other things of value received (i.e. lump-sum payment, “per prescription payment”, stock, travel expenses, etc.); (d) the date(s) when CONSULTING FIRM received, or will receive, the monies and other things of value; and (e) the aggregate amount received, or expected to be received, from the transaction. (Monies and other things of value received from transactions that arose prior to January 1, 2005 need not be identified).

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IV. CONSULTING FIRM’S AGREEMENT CONCERNING MONIES AND OTHER THINGS OF VALUE TO BE RECEIVED IN CONNECTION WITH REQUESTED SERVICE CONTRACT

A. CONSULTING FIRM hereby agrees that in connection with the services for which it is currently being considered by CLIENT, CONSULTING FIRM’s only direct or indirect compensation will be the compensation stated in CLIENT’s retainer agreement.

B. CONSULTING FIRM further agrees that it will not directly or indirectly receive any monies or other things of value in connection with said services from any: other consulting firm, pharmacy benefit management company, insurance company, drug manufacturer, or drug wholesaler or distributor or repackager (or any parent, subsidiary, division, or related or affiliated entity), or any officer/director/board member/agent/partner/or employee of any of the previously described entities.

V. MATERIAL CHANGES TO INFORMATION DISCLOSED AND AGREEMENTS CONTAINED HEREIN

CONSULTING FIRM hereby agrees that it will execute this DISCLOSURE FORM and AGREEMENT, on a quarterly basis, beginning on March 1, 2009, until the completion of its work for CLIENT, and thereby keep current its disclosures to CLIENT, and its agreements with CLIENT.

VI. DAMAGES and PENALTIES FOR INACCURATE DISCLOSURES, and FOR FAILURE TO PERFORM AS AGREED UPON HEREIN

CONSULTING FIRM hereby acknowledges that CLIENT is reasonably relying on all disclosures herein made, and all agreements herein entered into, and any inaccuracies

or misrepresentations or omissions by CONSULTING FIRM, or any failure by CONSULTING FIRM to perform as agreed upon, will result in damages to CLIENT. CONSULTING FIRM hereby agrees to compensate CLIENT for all such damages, including all consequential damages. CONSULTING FIRM further agrees to pay other applicable damages to CLIENT, should any arbitrator, as described below, find that CONSULTING FIRM failed to accurately disclose all relevant information on, and perform all agreements contained in, this DISCLOSURE FORM and AGREEMENT.

VII. AGREEMENT TO ARBITRATE ALL DISPUTES

A. Any dispute arising out of, or in connection with, this DISCLOSURE FORM and AGREEMENT, shall be resolved by final and binding arbitration, conducted in New York City under the rules of the American Arbitration Association.

B. The parties shall in good faith attempt to mutually agree upon an arbitrator, within thirty (30) days of the filing of an arbitration request by either party.

C. Any judgment upon any award rendered by an arbitrator may be entered by any state or federal court having jurisdiction to do so.

D. Each party shall bear its own legal fees and expenses in connection with any arbitration, unless the arbitrator finds that CONSULTING FIRM failed to accurately disclose, or misrepresented or omitted facts from this DISCLOSURE FORM and AGREEMENT, or breached any agreement herein, in which case CONSULTING FIRM shall pay CLIENT's legal fees and expenses arising from the arbitration.

VIII. MISCELLANEOUS

A. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

B. This Agreement may be amended only with the written consent of the Parties.

C. Each of the persons signing below on behalf of a signatory entity warrants that he or she has the authority to execute this Agreement on behalf of such entity. CLIENT warrants that by signing this DISCLOSURE FORM and AGREEMENT, CLIENT is binding itself, and all trustees and employees, and all related and affiliated entities and their trustees and employees to this Agreement. CONSULTING FIRM warrants that by signing this DISCLOSURE FORM and AGREEMENT, CLIENT is binding itself, and all entities and individuals defined to be included in the term CONSULTING FIRM.

D. This Agreement shall be governed by and construed under the laws of the State of Illinois. If any provision of this Agreement is determined to be unenforceable

under applicable law, such provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

On Behalf of: CLIENT

By: _____

Title: _____

Date: _____

On Behalf of: Consulting Firm

By: _____

Title: _____

Date: _____