THIS PRODUCT LISTING AGREEMENT dated as of the Start Date referred to in subsection 1.01(a) of this Agreement.

BETWEEN:

THE GOVERNMENT OF MANITOBA,
as represented by the Deputy Minister of Health, Seniors and Active Living
(hereinafter called "**Manitoba**"),

– and –

[INSERT FULL LEGAL NAME OF COMPANY]
(hereinafter called the **"Company"**),

(hereinafter individually referred to as a "Party" or
collectively referred to as the "Parties").

WHEREAS the Company manufactures, distributes or promotes a drug product called _____ under Drug Identification Number(s) (DIN(s)) _____ (hereinafter collectively referred to as the "Product");

AND WHEREAS the Product is indicated for _____;

AND WHEREAS it was determined by the Pan-Canadian Pharmaceutical Alliance (which Alliance was established in August of 2010 by Canada's provincial and territorial premiers to achieve greater value for publicly funded drug programs and Canadians with respect to the pricing of brand name drugs, medical supplies, and medical equipment) that the Product is a brand name drug which could be covered under the respective public drug plans of the provincial and territorial governments;

AND WHEREAS the Company entered into a Letter of Intent (hereinafter referred to as the "LOI") with the Pan-Canadian Pharmaceutical Alliance that contemplates a "Listing Agreement" (as defined in the LOI) being entered into between the Company and any participating provincial or territorial government that is interested in covering the Product under its public drug plan;

AND WHEREAS this Agreement constitutes a Listing Agreement for the purposes of the LOI;

AND WHEREAS the Minister of Health, Seniors and Active Living for the Province of Manitoba is responsible for the administration of various provincial health statutes, including *The Prescription Drugs Cost Assistance Act*, C.C.S.M c.P1115 (hereinafter referred to as the "PDCAA") and *The Pharmaceutical Act*, C.C.S.M. c.P60 (hereinafter referred to as the "Pharmaceutical Act");

AND WHEREAS Manitoba through the Department of Health, Seniors and Active Living (hereinafter referred to as "MHSAL") administers various provincial drug programs,

including the program known as *Manitoba Pharmacare* established by the PDCAA and the regulations made under the PDCAA;

AND WHEREAS MHSAL or other departments of the Government of Manitoba also administer and provide benefits or financial assistance under other provincial drug programs established from time to time, including without limitation the Palliative Care Drug Access Program, the Deductible Instalment Payment Program for Pharmacare and various ancillary programs (hereinafter collectively referred to as the "Other Drug Programs");

AND WHEREAS under *Manitoba Pharmacare* the cost of any "specified drug" (as defined in the PDCAA) purchased by eligible persons under the PDCAA is paid for by MHSAL as a "benefit" (as defined in the PDCAA);

AND WHEREAS unlike most other provincial drug plans which operate on a co-payment basis, *Manitoba Pharmacare* is a deductibles system where eligible persons must first pay their prescription drug costs up to a specified amount of their individual, annual deductible calculated on the basis of adjusted family income;

AND WHEREAS in order for the cost of any prescription drug to be paid as a benefit under the PDCAA or any of the Other Drug Programs, the drug must be specified and listed in, or approved under, the Specified Drugs Regulation 6/95, which is a Ministerial regulation under the PDCAA (the "Regulation");

AND WHEREAS prescription drugs are specified and listed in, or approved under, a Schedule to the Regulation and within such Schedule are three (3) Parts, being Parts 1, 2 and 3;

AND WHEREAS Part 1 of the Schedule to the Regulation specifies and lists various prescription drugs which are eligible for *Manitoba Pharmacare* benefits under all prescribed circumstances;

AND WHEREAS Part 2 of the Schedule to the Regulation specifies and lists various prescription drugs which are eligible for *Manitoba Pharmacare* benefits only when prescribed for under certain conditions;

AND WHEREAS for the purposes of Part 3 of the Schedule to the Regulation, prescription drugs may be given a benefit status known as Exception Drug Status (EDS) which means that coverage under *Manitoba Pharmacare* is considered on the basis of individual circumstance;

AND WHEREAS before any drug product may be specified and listed as a benefit under the PDCAA, a manufacturer, importer or distributor must first comply with various submission requirements established by the Minister of Health, Seniors and Active Living from time to time (hereinafter referred to as the "Submission Requirements");

AND WHEREAS in addition to the Submission Requirements, the Minister of Health, Seniors and Active Living also requires that before a drug product may be specified and listed under the PDCAA or the Regulation, that the future utilization of the drug product

by Manitobans and the cost implications thereof to MHSAL be addressed by way of a written agreement (commonly known as a Product Listing Agreement) between the manufacturer, importer or distributor and the Government of Manitoba;

AND WHEREAS the Company has applied to MHSAL for the Product to be approved as a Part X benefit under the Regulation;

AND WHEREAS in order for the Product to be approved as a Part X benefit under the Regulation, the Parties must enter into a Product Listing Agreement ("this Agreement");

NOW THEREFORE the Parties covenant and agree with each other as follows:

SECTION 1.00 –TERM OF AGREEMENT, INDICATIONS, NO FETTERING, SCHEDULES

1.01 This Agreement shall:

(a) commence as of the effective date (hereinafter referred to as the "Start Date") to be specified in a Manitoba Drug Benefits and Interchangeability Formulary Amendments Bulletin (hereinafter referred to as a "Bulletin") that MHSAL publishes and issues to physicians, pharmacists, other health care practitioners, medical clinics, pharmacies, hospitals, the Company and any business, company or organization associated with the manufacture, distribution and use of drug products in the Province of Manitoba and which Bulletin would indicate that the Product is a Part X benefit under the Regulation, and

(b) continue unless and until terminated in accordance with section 1.05 or under section 5.01 (the "End Date");

with the period commencing on the Start Date and ending on the End Date, inclusive of both dates, being herein referred to as the "Term of this Agreement".

1.02 This Agreement pertains solely to the Product with respect to its use for treatment of the indication or indications specified in this Agreement, and for which the Product has, as of the date of this Agreement, obtained approval in the form of a Notice of Compliance (NOC) issued by Health Canada.

1.03 The Company expressly acknowledges that nothing contained in this Agreement shall be interpreted or implied so as to fetter or prevent the Minister of Health, Seniors and Active Living from, at any time during the Term of this Agreement, and upon giving the Company at least thirty (30) days' prior written notice thereof:

(a) changing the benefit status of the Product under the Regulation; or

(b) delisting the Product from the Manitoba Drug Benefits and Interchangeability Formulary and removing the Product as an approved benefit under the Regulation.

1.04 The Company also expressly acknowledges that nothing contained in this Agreement shall be interpreted so as to fetter or prevent:

(a) the Minister of Health, Seniors and Active Living from, at any time during the Term of this Agreement, designating any generic or multi-source drug as being an "interchangeable product" (as defined in the Pharmaceutical Act) with the Product; or

(b) Manitoba from entering into an agreement with any other party who manufacturers, imports or distributes a biosimilar to the Product and designating a biosimilar as an approved benefit under the Regulation; or

(c) Manitoba from entering into an agreement with any other party who manufacturers, imports or distributes a product that is comparable to the Product and designating the product an approved benefit under the Regulation.

1.05 If any notice is provided by the Minister of Health, Seniors and Active Living in accordance with section 1.03, the Company may terminate this Agreement upon providing at least thirty (30) days' prior written notice thereof to MHSAL. The Company understands and acknowledges that any termination of this Agreement by the Company may result in the Product being delisted from the Manitoba Drug Benefits and Interchangeability Formulary or removed as an approved benefit under the Regulation.

1.06 The following Schedules are attached to and form part of this Agreement:

(a) Schedule "A" – LOI Terms; and
(b) Schedule "B" – Ongoing Listing Requirements.

SECTION 2.00 – TERMS FROM THE LOI

2.01 Attached as Schedule "A" are certain terms for the Product agreed to under the LOI the Company signed with the Pan-Canadian Pharmaceutical Alliance. The Parties confirm their intention to have the terms in the appendices to the LOI form part of this Agreement and that they be binding obligations of the Parties under this Agreement, as such terms may be modified or supplemented by this Agreement.

2.02 The parties agree to comply with the terms set out in Schedule "A", as such terms may be modified or supplemented by this Agreement. For greater clarity, the terms set out in Schedule "A" and the terms under this Agreement are to be read together and where this Agreement imposes additional supplemental obligations (including, without limitation, in relation to confidentiality and disclosure, rebates and rebate data, etc.) the parties agree to also comply with those additional supplemental obligations imposed by this Agreement, subject to section 15.10 in the case of any conflict or inconsistency.

2.03 For greater clarity, to assist in the interpretation of Schedule "A" for the purposes of this Agreement:

(a) the term "Participating Jurisdiction" means Manitoba;
(b) the term "Manufacturer" means the Company; and
(c) the term "Drug Product" means the Product.

2.04 In the event the Company and the Pan-Canadian Pharmaceutical Alliance re-negotiate the terms of the LOI, then the Company and Manitoba shall enter into discussions regarding necessary amendments to this Agreement or, alternatively, the terms of a new product listing agreement.

SECTION 3.00 – BENEFIT STATUS

3.01 The Product shall have a Part X benefit status as of the effective date specified in the Bulletin referred to in subsection 1.01(a) of this Agreement.

3.02 Notwithstanding any criteria set out in Schedule "A", in the Province of Manitoba the Product shall be subject to the following prescribing criteria (hereinafter referred to as the "Prescribing Criteria") to be set out in the Bulletin:

_____
_____
_____

3.03 The Prescribing Criteria specified in section 3.02 of this Agreement may, at the sole option of MHSAL, be revised or amended at any time and MHSAL will provide the Company with sixty (60) days prior written notice of any such revision or amendment.

SECTION 4.00 – ONGOING LISTING REQUIREMENTS

4.01 The Company shall comply with all "Ongoing Listing Requirements" attached as schedule "B" and posted at http://www.gov.mb.ca/health/mdbif/sub.html, as such requirements may be amended from time to time (the "Ongoing Listing Requirements"). MHSAL will notify the Company of any amendments to the Ongoing Listing Requirements.

SECTION 5.00 – EARLY TERMINATION, OBLIGATIONS BEYOND TERMINATION, NO WITHDRAWAL FROM AGREEMENT

5.01 In addition to termination by the Company in accordance with section 1.05, this Agreement may be terminated as follows:

(a) upon the mutual agreement of the Parties expressed in writing;

(b) by Manitoba without liability, cost or penalty, if the parties are not able to negotiate amendments to this Agreement or a new product listing agreement in accordance with section 2.04 that are satisfactory to Manitoba;

(c) by the Company without liability, cost or penalty, if Health Canada requires the Company for any reason to withdraw or suspend sales or recall the Product from the market, in which case the Company shall provide Manitoba with prompt written notice that sales of the Product will be withdrawn or suspended or that the Product will be recalled, and together with such notice, the Company may provide notice that it intends to terminate this Agrement at least ninety (90) days thereafter.

5.02 The Parties acknowledge and agree that a Party may not terminate this Agreement for convenience.

5.03 As stated in subsection 1.01(a), this Agreement will come into effect as of the date that the Product is listed in the Manitoba Drug Benefits and Interchangeability Formulary. Furthermore, by signing this Agreement and upon the Product being listed in the Manitoba Drug Benefits and Interchangeability Formulary, the Company agrees that, subject to its right of termination provided for in sections 1.05 and 5.01 of this Agreement, it may not withdraw from this Agreement, notwithstanding that Manitoba may not have signed this Agreement as of such date that the Product is listed in the Manitoba Drug Benefits and Interchangeability Formulary.

5.04 Notwithstanding any other term or condition of this Agreement, any termination of this Agreement under either section 1.05 or section 5.01 of this Agreement, shall not relieve the Parties from their respective obligations incurred up to the effective date of termination.

SECTION 6.00 – REBATES

6.01 The Company shall pay to Manitoba the following rebates as described in Schedule “A”:

(a) [LIST EACH TYPE OF REBATE BY NAME. ALSO SPECIFY THE TIME PERIOD FOR CACULATION OF REBATE WHERE APPLICABLE by stating:

Time Period for Calculation of Rebate: [SPECIFY TIME PERIOD]

6.02 The Company’s obligation to pay such rebates shall continue until this Agreement is terminated in accordance with section 1.05 or section 5.01. Upon termination, Manitoba will calculate and pro-rate, where applicable, all rebates up to the effective date of termination and the Company shall pay to Manitoba all such rebates within thirty (30) days after receiving Manitoba’s written notice of the rebate amounts due and owing.

SECTION 7.00 – GRANTS AND OTHER PAYMENTS, PATIENT ACCESS PROGRAM

7.01 During the term of this Agreement, the Company shall pay to Manitoba any other payments, including any grant amounts provided for in Schedule "A". The Company's obligation to make such payments shall continue until this Agreement is terminated in accordance with section 1.05 or section 5.01. Upon termination, Manitoba will calculate and pro-rate, where applicable, all payments up to the effective date of termination and the Company shall pay to Manitoba all such payments within sixty (60) days after receiving Manitoba's written notice of the amounts due and owing.

7.02 The Company shall operate the [INSERT NAME OF PATIENT ACCESS PROGRAM] in compliance with Schedule "A" and the Ongoing Listing Requirements.

OR

Intentionally deleted.

SECTION 8.00 – MANITOBA LIST PRICE

8.01 The Company hereby provides its undertaking and assurance that the prevailing, per unit, ex-factory list price of the Product in the Province of Manitoba (the "Manitoba List Price") shall be the amount specified in Schedule "A" as the "List Price" or "LP" for the Province of Manitoba, subject only to any upward adjustment to such Manitoba List Price made in accordance with Schedule "A" and the Ongoing Listing Requirements, and approved by the Minister of Health, Seniors and Active Living.

SECTION 9.00 – DATA PROVISION AND USE, CONFIDENTIALITY OF DATA,

9.01 MHSAL shall provide the Company the following information in a manner consistent with the rebate payment schedule:

(a) the total number of units of the Product paid by Manitoba (defined as "Q" in the equations provided for in Schedule "A"); and

(b) actual expenditures of the Product (defined as "Q multiplied by LP multiplied by [MP divided by LP]" in the equations provided for in Schedule "A");

hereinafter individually or collectively referred to as the "Rebate Data".

9.02 The Company acknowledges that the Rebate Data will be non-personal and non-identifying information and will not reveal the name of any pharmacy, pharmacist or patient and that there is no obligation whatsoever of MHSAL to collect, use or disclose any other information, or any information which MHSAL is prohibited by law from collecting, using or disclosing.

9.03 The Company shall pay all rebates owing within thirty (30) days after the Company's receipt of the Rebate Data provided by MHSAL under section 9.01.

9.04 The Company shall

(a) only use the Rebate Data for purposes of confirming MHSAL's calculation of the rebates provided for under this Agreement;

(b) not disclose the Rebate Data to any third party, other than the Company's employees, agents, representatives and contractors, and employees, agents, representatives and contractors of the Company's affiliates, who need to have access to the Rebate Data in order to provide advice to the Company and to permit the Company to comply with its obligations under this Agreement. The Company undertakes with MHSAL to advise each such individual employee, agent, representative and contractor of his, her or its obligations hereunder; and

(c) not use nor re-engineer the Rebate Data for the purposes of creating any individually identifying personal health information or personal information or to identify any pharmacy or pharmacist, nor creating any database of individually identifying personal health information, personal information, pharmacies or pharmacists.

9.05 The Company shall notify MSHAL in writing if the Company has any questions or concerns regarding the accuracy of the Rebate Data within thirty (30) days from the Company's receipt of the Rebate Data. Within thirty (30) days of the date of such notification, the Parties or their representatives shall meet in person or by conference call to discuss the Company's questions or concerns. If requested by the Company during such 30 day period, MHSAL shall provide sufficient data to an impartial third party designated by the Company in order for the Company to validate the Rebate Data. Notwithstanding any question or concern that the Company may have or the results of any third party validating the Rebate Data, the Company shall remit its payment of the relevant rebate in full to MHSAL within the timelines set out by this Agreement, provided that an authorized representative employed with MHSAL certifies in writing that the Rebate Data is accurate.

SECTION 10.00 – DISCLOSURE OF AGREEMENT AND INFORMATION

10.01 The Company acknowledges and agrees that Manitoba and MHSAL may disclose the existence of this Agreement from time to time, except for any financial information (other than the Manitoba List Price which may be made publicly available by MHSAL) contained herein or in the Schedules hereto and subject to the restrictions contained in Section 11.00 regarding confidentiality. "Financial Information", for the purposes of this section, shall include all information regarding any amounts payable under this Agreement and its Schedules, including the timing, dollar amounts and methods of calculation of such payments including any formula for the calculation of such payments whether generated by the Company

or MHSAL, as well as any other information which could result in the indirect calculation or identification of such information.

10.02 Notwithstanding the provisions of section 10.01, a Party shall be permitted to disclose any and all information contained in or related to this Agreement, including in the Schedules hereto, if:

(a) required by any applicable law including, without limitation, provincial access to information legislation and auditor general's legislation;

(b) ordered by a court of law; or

(c) the other Party provides written consent to such disclosure and then, only to the extent permitted by the other Party.

SECTION 11.00 – CONFIDENTIALITY, COMPANY INFORMATION

11.01 MHSAL shall use the same care to protect the confidentiality of any Company data, information and documentation relating to the Product and the business of the Company and any of its affiliates with whom the Company does business with regards to the Product (collectively called the "Company Information") as MHSAL employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Manitoba acknowledges that any disclosure of such Company Information in contravention of this section 11.01 may cause the Company irreparable harm for which damages alone will not be an adequate remedy and for which the Company may seek declaratory relief in addition to any other available remedies at law.

11.02 MHSAL's undertaking in section 11.01 of the Agreement does not apply to:

(a) any disclosure of this Agreement or the information contained in or related to this Agreement as referred to in sections 10.01 and 10.02 of the Agreement, subject however to the exception set out in section 10.01;

(b) any Company Information that was in the public domain at the time of disclosure by MHSAL or after disclosure by MHSAL becomes part of the public domain by reason of publication or otherwise, except if such disclosure results from any breach by MHSAL of its undertaking in section 11.01;

(c) any Company Information that MHSAL can reasonably establish (by written documentation) was already properly and rightfully in its possession prior to this Agreement or if such Company Information was disclosed to MHSAL by a third party, unless such disclosure constitutes, or either directly or indirectly results from, a breach of any agreement to which the Company is a party and the Company provides a copy of such agreement to MHSAL; and;

(d) any Company Information that MHSAL is required by law or order of a court of law to disclose, and in this regard MHSAL will provide the Company with prompt notice of any such requirement so that the Company can take reasonable steps to protect the Company Information from disclosure; and

(e) any Company Information that is disclosed to the public through the activities of the Company or its affiliates, if any.

11.03 For greater certainty:

(a) MHSAL will comply with applicable laws governing third party commercial information and will endeavour to provide prompt written notice to the Company regarding any third party request for access to any of the Company Information. If the Company makes submissions opposing the release of the Company Information and MHSAL decides nevertheless that it should be released either in whole or in part, MHSAL will not proceed to release any of the Company Information until MHSAL provides the Company with written notice of the decision, thereby enabling the Company to exercise its right under provincial freedom of information legislation to appeal the decision of MHSAL to comply with the requested disclosure; and

(b) nothing in this Agreement shall be interpreted so as to prevent MHSAL from providing unit sales, the published price, and utilization data of the Product by Manitobans to any third party including, but not limited to, companies and firms that provide data research and consulting services regarding prescription drug usage.

11.04 Following the End Date, MHSAL shall cease using the Company Information, except to the extent necessary to permit the Parties to carry out and complete their respective obligations incurred up to the effective date of termination.

11.05 Subject to the archival/record keeping and destruction laws and policies applicable to departments of the Government of Manitoba and government audit requirements, MHSAL shall, at the appropriate time and as may be permitted by such laws and policies, destroy any and all Company Information, including all copies, reproductions, summaries and compilations of the Company Information, so that MHSAL would no longer have any Company Information in its possession or under its control in either electronic or paper format. The Company acknowledges that any Company Information which comes into the possession of MHSAL cannot be returned to the Company or its affiliates, if any, but can only be destroyed in accordance with the herein mentioned archival/record keeping and destruction laws and policies and after the applicable period for any audit to be performed of the financial arrangements contemplated by this Agreement.

11.06 The provisions of this Section 11.00 shall survive the termination of this Agreement.

SECTION 12.00 – INCORPORATION AND REGISTRATION

12.01 The Company represents and warrants that the Company is a corporation duly incorporated and subsisting under the laws of _____ and that either:

(a) the Company is duly registered to carry on its business in the Province of Manitoba; or

(b) the Company is not required, under *The Corporations Act* (Manitoba) or otherwise, to be registered to carry on its business in the Province of Manitoba.

SECTION 13.00 – SURVIVAL

13.01 This section 13.01, sections 1.03, 1.04, 5.04, 6.02, 7.01, 9.03, 9.04, 9.05, all of Sections 10.00 and 11.00 and any other provisions of this Agreement which contain representations, warranties, obligations and indemnifications that by their very nature are intended to survive the termination of this Agreement, shall survive the termination of this Agreement**.**

SECTION 14.00 – NOTICE

14.01 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered mail, postage prepaid, or sent by way electronic mail or facsimile transmission as follows:

(a) To MANITOBA

Manitoba Health, Seniors and Active Living
3016 - 300 Carlton Street
Winnipeg, Manitoba
R3B 3M9

Attention: Director, Drug Management Policy Unit
Facsimile: (204) 786-8560
E-mail: PDP-PLACoordinator@gov.mb.ca

(b) To the Company

•

Attention: •
Facsimile: •
E-mail: [INSERT A GENERAL (NOT A PERSON SPECIFIC) E-MAIL ADDRESS]

14.02 Any notice given in accordance with the methods specified in section 14.01 shall be deemed to have been received by the addressee on:

(a) the day such notice is delivered, if delivered personally;

(b) the fifth (5^{th}) business day after the date of mailing if such notice is sent by prepaid mail; or

(c) the next business day following the date of the receipted transmittal slip if such notice is sent by electronic mail or facsimile transmission.

14.03 Either Party may change its contact individual or address for notification by written notice to the other Party given in accordance with sections 14.01 and 14.02.

SECTION 15.00 – GENERAL PROVISIONS

15.01 Unless otherwise provided herein, time is of the essence in this Agreement.

15.02 Except as may be required under any applicable law or where disclosure is otherwise provided for in the other provisions of this Agreement, any disclosure by a Party to any third party or other public announcement of any type whatsoever regarding the terms of this Agreement or the matters contemplated herein, will be made only after notice to and consultation with the other Party to the extent reasonably possible.

15.03 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior letters of intent (except to the extent the terms of any such letters of intent and amendments thereto have been expressly incorporated or referenced herein), agreements, negotiations, discussions, communications, undertakings, representations, warranties and understandings, whether written or verbal.

15.04 The Parties each acknowledge that they have obtained their own independent legal advice with regards to the terms of this Agreement prior to its execution and that each Party has executed this Agreement voluntarily and without any threat (including economic threat) of any kind whatsoever.

15.05 In the event that any particular term or condition of this Agreement shall be found by a court of law to be void, voidable or unenforceable for any reason whatsoever, then such provision or provisions shall be deemed severed from the remainder of this Agreement and all other provisions hereof shall remain in full force and effect. To the extent possible, such provision shall be replaced with a revised provision which accomplishes the purpose of the original term or condition in a valid and enforceable manner.

15.06 Failure on the part of a Party in any one or more instances to insist upon the performance or observance of any of the terms, conditions, or provisions of this

Agreement shall not be construed or interpreted and shall not operate as a relinquishment of the right of that Party to require the future performance or observance of any such term, condition or provision.

15.07 This Agreement may only be modified by written agreement between the Parties.

15.08 Except in the context of an assignment to an affiliate or to any successor by law or by sale of substantially all of its assets, the Company shall not assign, transfer, or otherwise dispose of any or all of its rights or obligations under this Agreement to another person or entity without first obtaining the prior written permission of MHSAL. Any permission of MHSAL shall be on such terms and conditions in writing as MHSAL may reasonably require, including the conditions that:

(a) the Company obtains from such other person or entity a binding undertaking in favour of Manitoba under which the other person or entity undertakes in writing to comply with all of the Company's obligations under this Agreement as if it was an original signatory to it; and

(b) any assignment, transfer or disposition shall not relieve the Company from its obligations under this Agreement except to the extent they are properly performed by such other person.

In the event MHSAL does not provide such prior written agreement and the Company intends to assign, transfer, or otherwise dispose the market authorization for the Product to a third party, MHSAL and the Company agree to negotiate in good faith the terms of orderly transition or wind-up of this Agreement.

15.09 This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective administrators, successors and permitted assigns.

15.10 The recitals herein and the Schedules identified in section 1.06 herein form an integral part of this Agreement. If there is any conflict or inconsistency between the provisions of any Schedule and the provisions set out in the main body of this Agreement, the latter shall govern.

15.11 Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.

15.12 A daily interest charge equivalent to, but not exceeding, two (2) per cent above the prime commercial rate per annum (as reviewed and amended semi-annually on January 1st and July 1st) charged by the principal banker of the Government of Manitoba will be applied to any amounts that are not paid by the Company to Manitoba when due under the terms of this Agreement, commencing on the thirty-first day past due. Interest will be calculated and compounded monthly by MHSAL and will continue to accrue until payment in full (principal plus accrued interest) is received by MHSAL.

15.13 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Province of Manitoba and any disputes arising from this Agreement shall be heard in the courts of the Province of Manitoba.

15.14 Neither this Agreement, nor a Party's performance under it, will

(a) obligate either Party to enter into any other agreement or undertaking of any nature whatsoever with the other Party; or

(b) prohibit either Party from entering into any agreement with any third party.

SIGNED AND DELIVERED
In the presence of:

_____
Witness

_____
Witness (if corporate seal not affixed)

THE GOVERNMENT OF MANITOBA,
as represented by:

_____
Karen Herd
Deputy Minister of Health, Seniors and Active Living

Date: _____

[INSERT FULL LEGAL NAME OF COMPANY]

Per: _____

Name: _____

Date: _____

I HAVE FULL AUTHORITY TO BIND [INSERT FULL LEGAL NAME OF COMPANY] TO THIS AGREEMENT

SCHEDULE A

LOI TERMS

See attached Letter of Intent under the Pan-Canadian Pharmaceutical Alliance, signed by the Company on [insert date] with respect to the Product.

SCHEDULE B

ONGOING LISTING REQUIREMENTS

as of [insert date], as such requirements may be amended from time to time in accordance with section 4.01