

BINDING TERMS AND CONDITIONS OF PROGRAM PARTICIPATION

Patient has applied to participate in the HealthWell Foundation's (HWF) copayment assistance program (Program). Based on Patient's application to HWF (Application), HWF has granted initial approval for Patient to receive one or more grants of financial assistance under the Program (Grant) to help Patient cover the cost of coinsurance, copayments, deductibles, or healthcare premiums for certain therapy and treatment described in Patient's Application, and as prescribed by Patient's healthcare provider(s) (Assistance). Patient may obtain Assistance either through a reimbursement request form submitted to HWF (Reimbursement Request Form) or through usage of a HWF pharmacy card (Pharmacy Card). In consideration for HWF's acceptance of Patient into the Program, Patient agrees that each and every request or claim made by or on behalf of Patient under a Grant (Claim), whether such Claim is through a Reimbursement Request Form, usage of a Pharmacy Card or otherwise, constitutes Patient's affirmation of, and agreement with, the following:

All information contained in Patient's Application is true and complete in all respects. Patient will promptly notify HWF if any information in his/her Application changes at any time, including any change in Patient's income level, financial situation, insurance status or medical condition. Patient will provide all documents and information requested by HWF in connection with its initial approval of a Grant based on Patient's Application within 30 days of initial approval or the Grant to Patient will terminate. After that 30 day period, (i) Patient may have to wait until the next calendar year to re-apply for a Grant, (ii) Patient must resubmit another Application to be considered for another Grant, and (iii) the Grant approval date will reset.

Patient must make Claims under a Grant at least once every 60 days following the Grant approval date. If HWF does not receive a Claim from Patient under a Grant within any 60 day period, (i) the Grant will terminate, and (ii) HWF provides no assurance that additional Grant funding will be available for Patient within the enrollment year. HWF will pay Claims that cover dates of service on or after the Grant approval date. **HWF will not pay any Claim that HWF receives more than 120 days after the date of service.** Claims made for the payment of services or costs incurred prior to the most recent Grant approval date will not be paid by HWF. All information contained in each Claim to HWF is and will be complete and accurate in all respects. **HWF will not pay any Claim until HWF receives all documents and information requested by it with respect to such Claim. Patient must submit each Claim as soon as possible after any service is rendered or cost is incurred, and HWF will not pay any Claim received by HWF after April 30 for the previous enrollment year.**

Patient is eligible for a Grant under the Program only if he/she has private insurance, COBRA, Medicare, Medicaid (non-spenddown), and other federal or military supported insurance coverage. Persons without insurance, with discount cards only, health savings accounts, medical savings accounts and/or health retirement accounts do not qualify for Grants. Patient is not required to exhaust his/her Flexible Spending Account (FSA) before submitting a Claim. HWF will not pay any Claim for any service or cost already reimbursed under a FSA. Any Claim paid by HWF cannot also be submitted to a FSA for reimbursement. HWF will pay a Claim for a copayment, coinsurance or deductible only if it is related to an eligible medication covered under the applicable disease state recognized by HWF. HWF will pay a Claim only when Patient's insurer pays for a portion of the medication(s) or if Patient experiences a temporary coverage gap (e.g., the Medicare Part D "donut hole"). **HWF's payment of a Claim for a health insurance premium is limited to only that portion of the premium that covers Patient, and not any Patient family member or domestic partner.** HWF will pay a Claim for an insurance premium payment only while the insurer is paying for an eligible medication covered under the applicable disease state recognized by HWF. **HWF can pay a Claim for an insurance premium payment to the insurer, not directly to Patient. HWF will not pay Claims for medical procedures, supplies and equipment, office visits, x-rays, radiation, transportation, laboratory, pharmacy dispensing fees, and diagnostic tests. HWF will not pay any Claim in the form of a Reimbursement Request Form unless it is complete and signed, and all required documentation and information is received by HWF. HWF will pay a Claim that requires payment to a provider office, clinic, pharmacy, insurer, or hospital only if HWF receives a complete and signed Reimbursement Request Form or HCFA 1500 or UB04, together with all documentation and information required by HWF.**

The prevention of fraud is of utmost importance to HWF. HWF has the right to verify the accuracy of Patient's Application, all information contained in any Claim, and Patient's ongoing Program eligibility and to receive a Grant(s), through such random audits as HWF deems appropriate. Patient will promptly provide to HWF all documentation and information requested by HWF to verify the accuracy of Patient's Application, any Claim, and his/her Program eligibility, including any and all documentation requested by HWF and pertaining to Patient's income level, financial situation, insurance status and medical condition. **HWF may terminate Patient's Program participation and any Grant if Patient fails to comply with HWF's request for any documentation.** If so terminated, (i) Patient may have to wait until the next calendar year to re-apply for a Grant, (ii) Patient must resubmit another Application to be considered for a Grant, (iii) Patient will be required to submit additional documentation to HWF prior to approval for a new Grant, and (iv) the Grant approval date will reset. **HWF will terminate Patient's Program participation and any Grant if HWF determines that Patient does not meet any Program or Grant eligibility requirement. If so terminated, the patient is not eligible to re-apply. HWF may suspend payment of any Grant pending resolution of any potential fraud or audit irregularity. Patient will refund to HWF all financial assistance if he/she was ineligible for Program participation or to receive Assistance, or which was paid as a result of inaccurate or false information provided by or on behalf of Patient.**

Patient does not receive any financial assistance from any other person or entity for any amount for which Patient has or will make a Claim (including but not limited to any assistance from Medicaid, any state drug assistance program, any patient or copayment assistance program, any foundation or any medical flexible spending account).

Neither HWF nor the organization administering the Program (Covance Market Access Services (Covance)) is in any way liable for the failure of any treatment or therapy prescribed by Patient's healthcare provider(s), or for any harm or adverse effect any such treatment or therapy may have or cause, and Patient holds HWF (and its officers, directors, employees, agents and Covance) harmless from all such liability. HWF and its employees and agents are authorized to obtain and discuss medical, treatment, therapy, financial and other information relating to Patient with his/her healthcare providers and their staffs, pharmacy, employer, insurance company, and any other person or entity working on Patient's behalf to obtain eligible treatment or therapy. **Neither HWF nor any of its employees or agents will disclose any Patient individually identifiable information to any third party except as provided above, as required by law, as deemed appropriate by HWF to resolve any potential fraud or audit irregularity, or as necessary or appropriate for HWF to provide Assistance to Patient under the Program.** HWF may use information and data relative to Patient to develop aggregate reports as HWF deems appropriate.

HWF has the right at any time, without notice to Patient, to modify or discontinue all or any part of the Program and/or any Grant, both generally and with respect to Patient or any other specific Program participant, including the right to terminate Assistance and/or any Grant under the Program in whole or in part and/or to modify any or all Program and/or Grant eligibility requirements.

Patient has the right to change his/her physician, pharmacy or other provider, and/or the therapy, treatment or medication being prescribed to Patient, without affecting Patient's Program participation.