



MASTER SERVICES AGREEMENT - PARTNER NETWORK (TEMPLATE)

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This Master Services Agreement (the "**Agreement**") is entered into as of [Effective Date] (the "**Effective Date**") by and between:

- **[TrueCore legal entity]**, a [state of organisation] [entity type], with its principal place of business at [address] ("**TrueCore**"); and
- **[Partner legal entity]**, a [state of organisation] [entity type], with its principal place of business at [address] ("**Partner**").

Partner Role (select exactly one; delete the other and its role-specific schedule):

- ☐ **Clinic Partner** - a licensed medical practice or professional entity whose licensed clinicians independently evaluate patients and, where clinically appropriate, issue prescriptions.
- ☐ **Pharmacy Partner** - a licensed pharmacy that independently reviews, compounds (where lawful) and dispenses patient-specific prescriptions.

Obligations stated for a "Clinic Partner" apply only when the Clinic Partner role is selected; obligations stated for a "Pharmacy Partner" apply only when the Pharmacy Partner role is selected. Nothing in this Agreement binds Partner to obligations of the other role, or binds any third party who is not a signatory.

1. Background and Platform-Only Role

1.1 TrueCore operates a technology platform that may connect patients, independent licensed clinics and independent licensed pharmacies (the "**Platform**") in a business-to-business-to-consumer ("B2B2C") model.

1.2 **TrueCore is a technology and administrative services provider only.** TrueCore does not practise medicine, nursing or pharmacy; does not employ or direct Partner's clinicians or pharmacists; does not make clinical, prescribing, compounding or dispensing decisions; and does not guarantee any clinical outcome.

1.3 **No automatic prescribing.** No Platform feature, questionnaire, workflow, algorithm or order flow will issue, require or presume a prescription. Every prescription decision is made, if at all, by an independently licensed prescriber exercising professional judgement.

1.4 **Research-use products are separate.** TrueCore's research-use-only ("RUO") retail catalog, inventory and certificates of analysis ("COAs") are not offered, represented or relied upon as establishing identity,



quality, safety or suitability of any drug for patient use. Nothing in this Agreement permits RUO materials to be dispensed, compounded or administered to patients.

2. Structure, Schedules and Order of Precedence

2.1 This Agreement consists of these terms and the following schedules (each a "**Schedule**"):

- Schedule A - Scope of Services and Dependencies
- Schedule B - Service Levels (negotiated)
- Schedule C - Fees, Billing and Collection
- Schedule D - Onboarding and Credential Verification
- Schedule E - Insurance
- Schedule F - Business Associate Agreement (the "**BAA**"), if and as required by Schedule F's role mapping
- [Additional Schedules]

2.2 **Order of precedence.** In the event of conflict: (a) the BAA controls as to PHI; (b) then these terms; (c) then Schedules A-E in the order listed; (d) then any statement of work or order form. A later document overrides only if it expressly identifies the provision overridden and is signed by both parties.

2.3 **Dependencies.** Services that depend on integrations, credentials, third-party systems, state approvals or regulatory determinations are identified in Schedule A and are not available until each listed dependency is satisfied and confirmed in writing.

3. Onboarding and Credential Verification

3.1 Partner will provide accurate information and documents identified in Schedule D, including licences, registrations (e.g., DEA where applicable), NPI numbers, accreditation (if any), insurance certificates and authorised-signatory evidence, and will update them promptly upon any change, lapse, restriction, investigation or disciplinary action.

3.2 A self-reported NPI number or uploaded document is not, on its own, verification of licensure or good standing. TrueCore may perform primary-source verification at the frequency stated in Schedule D and may decline or suspend activation pending verification.

3.3 Acceptance of an application, receipt of signed documents or administrative approval does not activate Platform access, integrations, API credentials or PHI exchange. Activation requires the separate written activation notice described in Schedule D.



4. Clinical and Professional Independence

4.1 Clinic Partner. The Clinic Partner and its licensed clinicians retain sole authority over patient evaluation, diagnosis, treatment, prescribing, refusal to prescribe, follow-up and referral, consistent with the standard of care and the laws of the state where the patient is located, including any requirements governing asynchronous ("store-and-forward") or synchronous telehealth encounters, establishment of a practitioner-patient relationship, identity verification and controlled-substance rules. The Clinic Partner is responsible for determining whether an asynchronous review is clinically and legally appropriate for each patient and state.

4.2 Pharmacy Partner. The Pharmacy Partner retains sole authority over prescription review, drug utilisation review, patient counselling, compounding and dispensing, and is independently responsible for: holding and maintaining every pharmacy licence, permit and registration required for each state into which it dispenses; compliance with section 503A of the Federal Food, Drug, and Cosmetic Act (where compounding) including patient-specific prescription requirements, applicable USP chapters and state board rules; sourcing of active pharmaceutical ingredients from lawful sources; and labelling, storage, shipping and adverse-event reporting. Section 503A status is a statutory framework and not an FDA certification, approval or endorsement; neither party will represent otherwise.

4.3 TrueCore will not condition fees, placement, volume or any benefit on whether a prescription is issued, on prescription volume, or on the choice of any particular drug or pharmacy, except as permitted by law and documented under Section 7.6.

4.4 Patient consent and choice. Partner will obtain and document any patient consents required by law for its services (including telehealth consent where applicable). Patients retain the right to choose their pharmacy where the law so provides, and the Platform will not represent that a patient must use a particular pharmacy unless counsel confirms that representation is lawful.

5. Platform Services and Service Levels

5.1 TrueCore will provide the services described in Schedule A in a professional and workmanlike manner.

5.2 Service levels. Availability targets, support hours, severity definitions, response and restoration targets, recovery objectives, scheduled-maintenance windows and exclusions are as negotiated in Schedule B. **No service level applies until Schedule B is completed and signed.** Service credits (if any) are the sole financial remedy for missed service levels, except where this Agreement or law provides otherwise.

5.3 Clinical review and fulfilment targets stated in Schedule B are operational goals only and are always subject to safe, thorough professional review. No party will be in breach for taking additional time, requesting information, or declining to proceed for clinical, pharmacy, legal or safety reasons.

6. Partner Obligations

6.1 Partner will comply with all laws applicable to its role, maintain required licences and insurance, supervise its personnel, and promptly notify TrueCore (within [number] business days) of any licence action, investigation, recall, sanction, exclusion from federal healthcare programmes, or other event reasonably likely to affect the services.



6.2 Partner will not upload or transmit PHI to TrueCore except through channels authorised in writing after the BAA (if required) is executed and the integration is activated.

7. Fees, Billing and Collection

7.1 **Billing model** (select exactly one in Schedule C):

- ☐ **patient_direct** - the patient pays each professional, pharmacy and platform charge as separately disclosed; TrueCore may act as limited payment collection agent for Partner solely as stated in Schedule C.
- ☐ **clinic_invoice** - TrueCore invoices the Clinic Partner for platform fees; the Clinic Partner is responsible for its own patient billing.

7.2 **Fee separation.** Professional fees (set by the Clinic Partner), pharmacy charges (set by the Pharmacy Partner) and platform fees (set by TrueCore) will be separately stated. TrueCore does not set professional fees or drug prices.

7.3 **Collection agent.** Where TrueCore collects funds on Partner's behalf, it does so only as limited agent; payment to TrueCore is treated as payment to Partner to the extent stated in Schedule C. Settlement timing, reconciliation reports and reserves are as stated in Schedule C.

7.4 **Taxes.** Each party is responsible for its own taxes. [Sales/use tax allocation placeholder.]

7.5 **Reconciliation, disputes, refunds and chargebacks.** Parties will reconcile [monthly]. Billing disputes must be raised within [number] days with reasonable detail; undisputed amounts remain payable. Refund and chargeback responsibility follows the party whose service is the subject of the refund, unless Schedule C states otherwise.

7.6 **Lawful compensation.** The parties intend all compensation to be consistent with fair market value for services actually rendered, not determined by the volume or value of referrals or prescriptions, and compliant with applicable federal and state anti-kickback, self-referral, fee-splitting and corporate-practice laws. Each party will cooperate with counsel review of the compensation structure. Nothing in this Agreement represents that any arrangement qualifies for a statutory or regulatory safe harbour.

7.7 **No reimbursement promise.** TrueCore makes no representation that any service is reimbursable by any payer. No payment is contingent on approval of a prescription.

8. Confidentiality

8.1 Each party will protect the other's Confidential Information with at least reasonable care, use it only to perform this Agreement, and disclose it only to personnel and advisers bound by equivalent obligations. Standard exclusions apply (public, already known, independently developed, lawfully received). Compelled disclosure is permitted with prompt notice where lawful.

8.2 PHI is governed by the BAA (where applicable) and applicable law, which control over this Section.



9. Data Protection and Ownership

9.1 Business Associate Agreement. If and to the extent Schedule F's role mapping determines that TrueCore will create, receive, maintain or transmit PHI on Partner's behalf, the parties will execute the BAA before any PHI is exchanged. Nothing in this Agreement waives, limits or shifts any party's own obligations under HIPAA or state privacy law.

9.2 Ownership. As between the parties, Partner owns its patient records and clinical/pharmacy data; TrueCore owns the Platform and its aggregate operational metrics that contain no PHI or Partner Confidential Information.

9.3 Permitted purposes. TrueCore will use Partner data only to provide the services, as required by law, or as expressly permitted in the BAA. No marketing use, sale of data, de-identification for commercial use, or use to train artificial-intelligence models is authorised unless separately agreed in a signed writing that complies with applicable law.

9.4 Security and subcontractors. Each party will maintain administrative, physical and technical safeguards appropriate to the data it handles. TrueCore will impose written obligations on subcontractors at least as protective as those applicable to TrueCore. [Security schedule reference.]

10. Intellectual Property

10.1 TrueCore retains all rights in the Platform. Partner receives a limited, non-exclusive, non-transferable right to use the Platform during the Term solely for its own role.

10.2 Each party may use the other's name and marks only as approved in writing. Feedback may be used by TrueCore without obligation, excluding Partner Confidential Information and PHI.

11. Warranties and Disclaimers

11.1 Each party warrants that it is duly organised, has authority to enter this Agreement, and is not excluded from any federal healthcare programme.

11.2 Partner warrants that it and its personnel hold, and will maintain, all licences required for its role.

11.3 EXCEPT AS EXPRESSLY STATED, THE PLATFORM IS PROVIDED "AS IS" TO THE EXTENT PERMITTED BY LAW. TRUECORE MAKES NO WARRANTY OF CLINICAL OUTCOME, PRESCRIPTION VOLUME OR REVENUE.

12. Indemnification

12.1 By Partner. Partner will defend and indemnify TrueCore against third-party claims arising from Partner's professional services (clinical or pharmacy, as applicable to the selected role), breach of law, or breach of Section 6.

12.2 By TrueCore. TrueCore will defend and indemnify Partner against third-party claims alleging that the Platform infringes intellectual property rights, or arising from TrueCore's breach of Section 9.



12.3 Indemnification is conditioned on prompt notice, reasonable cooperation, and control of the defence by the indemnifying party (no settlement admitting fault without consent). Scope is limited to the indemnifying party's own role and conduct.

13. Limitation of Liability

13.1 Except for the Excluded Claims, each party's aggregate liability will not exceed [negotiated cap, e.g., fees paid or payable in the [number] months preceding the claim].

13.2 **Excluded Claims** (not subject to the cap or consequential-damages exclusion, to the extent permitted by law): [indemnification obligations], [breach of confidentiality or the BAA], [gross negligence, wilful misconduct or fraud], [other negotiated items].

13.3 Neither party is liable for indirect, consequential, special or punitive damages except for Excluded Claims. Nothing limits liability that cannot be limited by law.

14. Insurance

Each party will maintain insurance described in Schedule E, including [professional liability / pharmacist professional liability, as applicable to the role], [general liability], [cyber liability], with limits of [amounts], and will provide certificates on request.

15. Term, Termination and Suspension

15.1 **Term.** [Initial term] from the Effective Date, renewing for [renewal term] unless either party gives [number] days' notice of non-renewal.

15.2 **Termination for convenience** on [number] days' written notice [if negotiated].

15.3 **Termination for cause** on written notice if the other party materially breaches and fails to cure within [number] days, or immediately upon licence loss, exclusion, insolvency, or conduct creating imminent risk to patient safety.

15.4 **Suspension.** Either party may suspend affected services immediately to protect patient safety, data security or legal compliance, with prompt notice and good-faith cooperation to restore service.

15.5 **Continuity of care and transition.** On termination, the parties will cooperate for up to [number] days to avoid abandonment of patients mid-treatment, to complete or transfer in-flight prescriptions as permitted by law, and to return or destroy data per the BAA and Section 9.

15.6 Sections 7 (as to accrued amounts), 8, 9, 12, 13, 15.5 and 16 survive.



16. General

16.1 **Governing law and venue:** [state]; [venue]. Mandatory local healthcare laws apply regardless. 16.2 **Notices:** in writing to the addresses in the signature block (and secure-notice contacts in Schedule F for privacy/security matters). 16.3 **Dispute resolution:** [executive escalation, then mediation/arbitration/court - placeholder]. 16.4 **Changes in law:** if a change in law or a regulatory determination makes performance unlawful, the parties will negotiate in good faith to amend; failing agreement within [number] days, either party may terminate affected services. 16.5 **Assignment:** neither party may assign without consent, except to a successor in a merger or sale of substantially all assets that assumes this Agreement in writing and holds required licences. 16.6 **Independent contractors:** no partnership, joint venture, agency (except limited collection agency under Section 7.3) or employment relationship is created. 16.7 **Entire agreement; amendments; waiver; severability; counterparts.** (a) **Entire agreement.** This Agreement, its Schedules and the BAA (where executed) are the parties' entire agreement on its subject matter and supersede all prior proposals, understandings and agreements on that subject matter. The order of precedence in Section 2.2 applies to any conflict. (b) **Amendments.** No amendment is effective unless in writing and signed by authorized representatives of both parties; an amendment required by Section 16.4 or by the BAA follows the same formality. Online terms, click-through terms or purchase-order terms do not amend this Agreement. (c) **Waiver.** A failure or delay in exercising a right is not a waiver. A waiver is effective only if in writing and signed by the waiving party, and only for the specific instance stated. (d) **Severability.** If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions remain in effect; the parties will negotiate in good faith a lawful replacement that most closely reflects the original intent. No provision will be interpreted to require either party to act contrary to applicable healthcare, privacy, pharmacy or licensure law. (e) **Counterparts.** This Agreement may be executed in counterparts, each of which is an original and all of which together are one instrument. 16.8 **Electronic signatures** are effective to the extent permitted by applicable law.

Signatures

	[TrueCore legal entity]	[Partner legal entity]
Signature	_____	_____
Name	[Name]	[Name]
Title	[Title]	[Title]
Date	[Date]	[Date]
Notice address	[Address]	[Address]



Schedule A - Scope of Services and Dependencies

[Describe Platform services in scope for the selected role. List each dependency (integration, credential, state approval, BAA execution, counsel determination) and its status.]

Schedule B - Service Levels (negotiated)

Item	Target	Notes
Platform availability	[__ %] per [month]	Excludes scheduled maintenance ([window]) and events outside reasonable control
Support hours	[hours/time zone]	
Severity 1 response / restoration	[_] / [__]	[definition]
Severity 2 response / restoration	[_] / [__]	[definition]
Recovery point / time objective	[_] / [__]	
Clinical review target (Clinic Partner)	[__]	Always subject to safe professional review
Fulfilment target (Pharmacy Partner)	[__]	Always subject to safe pharmacy review
Service credits	[__]	Sole financial remedy where stated

Schedule C - Fees, Billing and Collection

Billing model: [patient_direct / clinic_invoice]. Platform fee: [__]. Professional fee: set by Clinic Partner. Pharmacy charges: set by Pharmacy Partner. Collection agency terms: [__]. Settlement: [__]. Reconciliation: [__]. Refunds/chargebacks: [__]. Counsel compensation review date: [__].

Schedule D - Onboarding and Credential Verification

Documents required: [__]. Verification method and frequency: [__]. Activation notice: written notice signed by [roles] confirming completion of verification, BAA (if required), integration testing and counsel sign-off.

Schedule E - Insurance

[Coverage types and limits by role.]



Schedule F - Business Associate Agreement

Attach the executed BAA, or attach counsel's written determination that no BAA is required for the selected role and data flows.

Counsel Notes (non-operative; delete before execution)

- This template is general boilerplate. State telehealth, corporate-practice-of-medicine, fee-splitting, pharmacy, anti-kickback and consumer-protection laws vary and may require structural changes.
- Section 503A compounding requirements: FDA, "Human Drug Compounding Laws" - <https://www.fda.gov/drugs/human-drug-compounding/human-drug-compounding-laws>
- Business associate relationships: HHS, "Business Associates" guidance - <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/business-associates/index.html>
- HHS sample BAA provisions - <https://www.hhs.gov/hipaa/for-professionals/covered-entities/sample-business-associate-agreement-provisions/index.html> (HHS notes that sample language does not replace review by a lawyer and may not satisfy state-law formalities).