

CONTINGENT FEE AGREEMENT

THIS AGREEMENT, dated _____, 2017, is made between _____, whose address is _____, referred to as “You” in this Agreement, and **WILLIAMS CUKER BEREZOFSKY, LLC**, whose address is 1515 Market Street, Suite 1300, Philadelphia, Pennsylvania 19102-1929, referred to as the “Law Firm” in this Agreement.

1. **Your Injury or Damages.** You claim to have been injured and suffered damages as a result of the conduct of Catamaran Corporation (“Catamaran”) including, but not limited to, Catamaran’s MAC pricing and handling of MAC appeals. You agree that the Law Firm will make a claim on Your behalf against Catamaran, who You claim is responsible for your injuries and damages, with the American Arbitration Association.

2. **Legal Services.** The Law Firm will protect Your legal rights and do all necessary legal work to properly represent You in this matter, except as set forth below:

a. **Appeal.** The Law Firm has no duty to take an appeal from a verdict or judgment against You.

b. **Discovery.** As part of any lawsuit or arbitration, the parties will take discovery from one another. That means each party requests and responds to requests for documents and information from the opposing party. Discovery may also require one or more representatives from each party to testify under oath at what is known as a deposition. Here, Catamaran will request documents, information and/or deposition testimony regarding Your business, including your acquisition and/or invoice costs for drugs. ***You will be required to collect accurate information regarding Your business, including acquisition or invoice costs for the drugs that you dispensed.*** The Law Firm will review and relay the information to Catamaran but ***if you fail to produce the required information, your case could be dismissed.***

3. **Cost and Expenses.** In addition to legal fees, You will be required to reimburse us out of any recovery for expenses we incur in connection with the institution and prosecution of your claim. Such expenses may include, among other things, experts’ fees and expenses for other testimony or evidence, court costs, accountants’ fees, appraisers’ fees, service fees, investigators’ fees, deposition costs, costs of briefs, transcripts on appeal and photocopying computerized research, long-distance telephone and postage expenses. You will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges. We will advance all expenses, and recoup them out of any money we recover for You.

You agree to submit a total of \$800.00. The \$800.00 payment will go solely to cover the costs of initiating and prosecuting the new arbitration proceedings that are the subject of this Agreement. The Law Firm will not request any additional funds from You to prosecute the claims against Catamaran that are the subject of this Agreement.

4. **Legal Fees.** If the Law Firm recovers money for You, which sum is greater than Your costs and expenses (see paragraph 3), You will pay the Law Firm a legal fee. The fee will be 33 $\frac{1}{3}$ % of the gross recovery. Gross recovery is the total amount recovered on Your behalf. The \$800 you paid us in advance will be credited against the fee.

For example, if we recover \$10,000.00, and we incur \$500 in costs, we would receive a fee of 33 $\frac{1}{3}$ % or \$3,333.33 plus reimbursement of our \$500 in costs, for a total of \$3,833.33. But since you already paid us \$800.00 that would be credited against the \$3,833.33, so we would only receive \$3,033.33

6. **Right to Withdraw.** The Law Firm reserves the right to withdraw from this matter in the event that the Law Firm decides that Your case does not have merit, or is not economically feasible to bring in light of the time and effort required to bring it and the amount that can be recovered.

7. **Destruction of File.** After services are concluded by the Law Firm, we will, upon Your request, deliver the file of this matter to You, along with any of Your property in our possession. If You do not request the file for this matter, we will retain it for a period of three (3) years after this matter is closed. If You do not request delivery of the file for this matter before the end of the three (3) year period, the Law Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to You. At any point during the three (3) year period, You may request delivery of the file.

Signatures. You have read this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to Your complete satisfaction. You have been given a signed copy of this Agreement.

For Williams Cuker Berezofsky, LLC:

For _____

By: _____

***Please have checks made out to PUNCH LLC

***Send to PUNCH LLC @ 2200 Michener Street, Ste 10, Philadelphia, PA 19115 Attn: Monica Abel