

Practitioner Information

1. Participant Information

(a) Practitioner's First and Last Name: _____

(b) Individual NPI (National Provider Identifier) Number: _____

(c) Medical Specialty: _____

(d) Medical License: State _____ License # _____.

additional state license(s) _____

(e) Preferred Contact Person, First and Last Name: _____

(f) Primary Office Address: _____

(g) City: _____ State: _____ Zip: _____

(h) Telephone: _____ Fax: _____

(i) Email: _____

Participant represents and warrants that all of the information furnished in this participant information sheet is true, correct and complete and contains no misleading statements nor have any misleading omissions been made.

Participant _____ **Name:** _____ **Date:** _____

KI GPO PARTICIPATION AGREEMENT

This Group Purchasing Organization Participation Agreement and Participant Information Sheet as supplemented by the Terms and Conditions set forth on **Exhibit A** (together, the "Agreement") is made the Participant and the GPO, to be effective as of the Effective Date. Participant and GPO may each be referred to as a "Party" and collectively as the "Parties."

The Parties agree to the information set forth below. All terms that are not defined in the table below shall have the definitions set forth in **Exhibit A**.

TERMS	AGREEMENT
1. Participant:	See Participant Information Sheet.
2. GPO:	K1 Medical Group, LLC, a Florida limited liability company.
3. Product Purchase Terms:	All prices are based on Average Sales Price determinations by CMS which are subject to change quarterly. Terms and conditions of sale are set forth in separate agreement between the Participant and the applicable GPO Vendor.
4. Effective Date:	Date signed by both Parties.
5. End Date:	December 31, [**Year after the year when the Agreement is signed**]
6. Renewal:	Renews automatically each year on January 1 and continues through December 31. Unless Participant or GPO: (a) gives written notice of nonrenewal no later than ninety (90) days before renewal; or (b) terminates the Agreement.
7. Early Termination:	See A.4
8. Non-Exclusive:	As long as Participant satisfies the Utilization Requirement each calendar year, participation in the Program is non-exclusive. (See A.2.3)
9. Distributions:	As determined by GPO. (See A.3)
10. Vendor Fees:	Up to 40% of the purchase price paid by all Program participants. (See A.9.1).
11. Participation Fees:	[1%] .
12. Equity Ownership:	Participant shall not be entitled to receive any equity ownership in GPO.

IN WITNESS WHEREOF, the Parties, through their respective authorized persons, have executed this Agreement to be effective for all purposes as of the Effective Date.

By signing below and completing the Participant Information Sheet, the undersigned agrees to participate in the Program pursuant to the attached Terms and Conditions.

GPO

K1 MEDICAL GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPANT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

GROUP PURCHASING ORGANIZATION TERMS AND CONDITIONS

Definitions. As used herein, the following terms have the following meanings:

"Distributable Cash" shall mean that portion of the excess of revenues over expenses of the GPO that GPO, in its sole discretion, determines to be available for distribution to participants of the Program.

"Effective Date" is the date set forth in the Participant Information Sheet.

"GPO" K1 Medical Group, LLC a group purchasing organization organized under the Medicare and Medicaid anti-kickback statute, for the purpose of operating a group purchasing program (the "Program")

"GPO Vendor" means a vendor of health care products, services, and supplies as listed in **Exhibit A-1** that has or will enter a purchasing agreement with GPO for the benefit of participants.

"GPO Vendor Agreement" means those purchasing agreements between GPO Vendors and GPO as listed in **Exhibit A-1**, which are made available to participants under the Program, including Business Associate Agreements signed by GPO Vendors for the benefit of participants under HIPAA.

"K1 Participant Portal" means the website available for Participant to access for participation in the Program. Specific website address and/or access instructions will be provided by GPO. All references to the "Portal" shall be deemed to mean the "K1 Participant Portal" as defined herein, including subsequent versions thereof.

"Participant" means a member of the GPO.

"Participation Interest" shall mean, for any accounting period, the dollar volume of a Participant's purchases through the Program expressed as a percentage of the total dollar volume of such purchases of all participants.

"Utilization Requirement" [\$50,000]

1. Participant Qualifications.

1.1. Participant or at least one of the principals of Participant must have a medical degree, be licensed to practice medicine in at least one state of the United States and be in good standing with the applicable medical boards or associations of such state.

1.2. Participant must regularly use or provide the Products.

1.3. Participant must enjoy an excellent reputation as a healthcare provider among its patients and peers, as well as among its creditors.

1.4. Participant must demonstrate its credit worthiness to the satisfaction of GPO, including, without limitation, any one of more of the following, as requested by GPO: (i) showing consistent payment of invoices in accordance with their payment terms to GPO and all vendors; (ii) providing copies of statements of account from vendors; (iii) providing financial statements; and (iv) granting access to credit checks.

1.5. Participant's practice must be compatible with GPO's purchasing and marketing programs, based upon business ethics, marketing philosophies, purchases and quality of services provided, among other appropriate factors.

2. GPO Vendors on Effective Date. Vendors who are currently participating in the Program on the Effective Date are: [Cellution Biologics] .

3. Purchase of Products, Services, and Supplies.

3.1. **GPO Laws and Regulations.** GPO is a group purchasing organization that is structured to comply with the requirements of the statutory exception and "safe harbor" regulations regarding payments to group purchasing organizations set forth in 42 U.S.C. §1320a-7b(b)(3)(C) and 42 C.F.R. §1001.952(j) respectively. The Parties agree:

(a) that it is their intent to establish a business relationship that complies with the Medicare and Medicaid anti-kickback statute set forth in 42 U.S.C. §1320a-7b(b); (b) to comply with the requirements of the “safe harbor” regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. §1001.952(j); and (c) the Parties believe that this Agreement satisfies those requirements.

3.2. Purchasing Agent. Participant agrees to participate in the Program and to utilize the products, services, and supplies available through the Program for the delivery of health care to its patients at one or more locations as listed on the Participant Information Sheet (“Locations”) and authorizes GPO as its purchasing agent to (a) use reasonable efforts to negotiate and enter into GPO Vendor Agreements on terms favorable to Participant; (b) to cancel or modify any GPO Vendor Agreement as it deems necessary, advisable, or appropriate; (c) receive fees from GPO Vendors based on Participant’s purchases through the Program, for payment by GPO to Participant; and (d) receive from GPO Vendors, distributors, and e-commerce companies, data relating to purchases of products, services, and supplies under GPO Vendor Agreements by Participant through the Program. Participant hereby consents to GPO providing its Drug Enforcement Administration registration number (“DEA Number”) to GPO Vendors; and to GPO receiving such DEA Number from GPO Vendors, and any other appropriate sources.

3.3. Non-Exclusivity. Subject to the requirement that Participant purchase through the Program an amount of products, services, and supplies that is at least equal to its Utilization Requirement, nothing in this Agreement shall (a) require Participant to participate in any specific GPO Vendor Agreement or (b) restrict Participant’s right to participate in any other group or non-group purchasing arrangement. Notwithstanding the foregoing, Participant acknowledges that GPO’s ability to sustain the Program and negotiate favorable prices and terms of sale depends on committed usage of GPO Vendor Agreements by a large volume of participants. Accordingly, Participant agrees to (i) satisfy the Utilization Requirement and (ii) look first to GPO for purchases of any products or services available from time to time before considering vendors not associated with GPO. However, Participant’s participation in the Program is hereby acknowledged to be non-exclusive, and Participant shall not be obligated to use such arrangements exclusively or to make any specific number or volume of purchases unless specifically notified by GPO to the contrary with respect to a particular GPO Vendor Arrangement. Participant acknowledges and agrees that GPO may change the its Utilization Requirement and related guidelines from time to time by providing notice of such change on the Portal and Participant agrees to comply with such revised Utilization Requirement and related guidelines, the same as if they were set out in this Agreement.

3.4. GPO Vendor Agreements.

(a) GPO will notify Participant of the available GPO Vendor Agreements from time to time, and the applicable terms and conditions of such arrangements, by providing written notice to Participant on the Portal. Such notice is not a guarantee of the present or future availability to Participant of any such GPO Vendor Agreement, any specific product of a particular GPO Vendor, or of any specific prices or other terms of sale.

(b) If Participant has a purchase agreement or similar arrangement with any GPO Vendor for products, services, or supplies available through the Program that is in effect on or after the Effective Date, Participant agrees to suspend or terminate such arrangement for the duration of the Term and make all purchases of such products, services, and supplies through the Program. For avoidance of doubt, this Section 2.4(b) shall apply to vendors who are GPO Vendors on the Effective Date and to vendors who become GPO Vendors thereafter during the Term.

(c) All purchases through the Program shall be made in accordance with the terms and conditions of the applicable GPO Vendor Agreement, and continued availability of any specific GPO Vendor Agreement, or item thereunder, may be subject to prior authorization by the GPO Vendor and/or GPO.

(d) Participant acknowledges and agrees that certain GPO Vendors may require GPO to maintain compliance requirements under which Participant may be required to meet certain minimum standards in order to receive favorable pricing or other terms. GPO reserves the right to suspend or terminate Participant’s access to a GPO Vendor Agreement if Participant fails to meet such compliance requirements by providing written notice and an opportunity to cure of no less than thirty (30) days. GPO will terminate Participant’s access without further notice at the end of the cure period if Participant has not cured the deficiency.

(e) Participant acknowledges that GPO retains the right to exclude from one or more GPO Vendor Arrangements any participant whose participation in the Program, in the judgment of GPO, is precluded or unduly restricted by current or future state or federal laws.

3.5. Participant Acknowledgement. It is understood by the Parties that execution of this Agreement does not give rise to any obligation whatsoever, either expressed or implied, on the part of Participant to provide any business or referrals to GPO, any member of GPO, their respective Affiliates, or any GPO Vendor.

4. Distributions.

4.1. GPO will determine and distribute Distributable Cash to participants on an annual basis in proportion to each such participant's Participation Interest. GPO may make distributions on a more frequent basis at its election.

4.2. No distribution shall be made unless, after such distribution is made, the assets of GPO will be in excess of all liabilities of GPO. Distributions will be deemed to have been paid to a participant during a fiscal year if paid within sixty (60) days of the end of such year on the basis of, and arising out of, such fiscal year's operations.

4.3. No distribution or other payment to Participant by GPO shall be deemed earned, become the property of, or be subject to any claim of Participant until it is actually paid to Participant by GPO.

5. Termination.

5.1. Termination Without Cause. Either Party shall have the right to terminate this Agreement without cause effective upon sixty (60) days prior written notice.

5.2. Termination by GPO. GPO may terminate this Agreement as follows:

(a) Violation of GPO Vendor Agreement. GPO may terminate this Agreement upon sixty (60) days' written notice for Participant's failure to comply with the material terms and conditions of any of the GPO Vendor Agreements.

(b) Breach. GPO may terminate this Agreement upon ninety (90) days' written notice for Participant's breach of this Agreement and failure to cure within such ninety (90) days, or by some later date designated by GPO in writing; provided that GPO may withhold any and all services to be provided under this Agreement and any and all payments to Participant by GPO during such 90-day period until the breach has been cured.

(c) Inactivity. GPO may terminate this Agreement immediately if Participant fails to make any purchases through the Program during any one (1) year period.

(d) Closure. GPO may terminate this Agreement immediately upon learning that Participant is no longer furnishing health care items or services provided through the Program.

(e) Insolvency. GPO may terminate this Agreement immediately if Participant becomes insolvent, unable to pay its debts as they become due, or makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if a voluntary or involuntary petition is filed by or against Participant in any court of bankruptcy.

(f) Change of Control. GPO may terminate this Agreement upon thirty (30) days' written notice following the transfer, directly or indirectly, by sale, merger or otherwise, of substantially all of the assets, or more than forty-nine percent (49%) of the equity, of Participant or its ultimate parent or any permitted assignee (upon assignment to such assignee).

5.3. Effect of Termination. In the event of a termination of this Agreement for any reason,

(a) Neither Party shall have any further responsibilities, duties, or obligations under the Agreement except to the extent such responsibilities, duties, or obligations (i) accrued before the effective date of termination, (ii) arise from a breach of this Agreement or any GPO Vendor Agreement, or (iii) expressly survive a termination of this Agreement;

(b) GPO will notify GPO Vendors that Participant is no longer authorized to participate in the Program. If, after the termination of this Agreement, Participant continues to purchase products, services, or supplies available under the Program from any GPO Vendor on terms more favorable than what the GPO Vendor typically charges outside the Program, Participant shall pay GPO a monthly commission equal to 100% of Participant's savings resulting from such favorable terms. Each such payment shall be made by or before the 10th day of each month for purchases made during the preceding month and be accompanied by a copy of the invoice(s) for such purchases.

(c) Participant covenants that:

- (i) For the twenty-four (24)-month period following the termination of this Agreement, it will not create, attempt to create or participate in any manner whatsoever in the creation of a buying group or group purchasing organization which offers the same or similar products, services, or supplies as GPO; and
 - (ii) Unless Participant otherwise notifies GPO in writing on or before the effective date of termination, Participant, on behalf of itself and its heirs, successors and assigns, does hereby FOREVER SETTLE, RELEASE, ACQUIT, AND DISCHARGE GPO and its predecessors, agents, employees, officers, directors, shareholders, parent corporations, subsidiaries, affiliates, employees, attorneys, insurers, and representatives, as well as their respective successors and assigns (collectively, the "Released Parties"), of and from any and all claims and causes of action arising under or in connection with this Agreement or any GPO Vendor Agreement, or any facts arising in connection with its participation in the Program. Participant agrees and promises not to sue GPO or any of the other Released Parties for any claim that is released above.
- (d) This Section 4.3 shall survive the termination of this Agreement.

6. **Representations, Warranties and Covenants of Participant.** Participant makes the following representations, warranties, and covenants which shall be ongoing during the Term; Participant shall immediately notify GPO of any change in the status of the representations, warranties, and covenants set forth in this Section 5.

6.1. **Qualified Participant.** As of the Effective Date and throughout the Term, Participant shall meet the Participant Qualifications set forth in **Exhibit A-1**.

6.2. **Contracts.** Participant shall, and shall cause its agents and representatives to (a) comply with all terms of this Agreement, (b) comply with all terms of the GPO Vendor Agreements, including without limitation, payment terms, own use requirements, and arbitration of dispute requirements, and (c) execute separate agreements or acknowledgements as requested by GPO or any particular GPO Vendor evidencing its agreement to comply with the terms of the relevant GPO Vendor Agreements.

6.3. **Own Use Statement.** All products, services, and supplies purchased through the Program will be for its "own use" in the provision of health care services by Participant at the Locations.

6.4. **Health Care Participant Statement.** Participant furnishes products and services for which it is reimbursed by the Federal Government under one or more Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"), including, but not limited to, Medicare and Medicaid.

6.5. **Non-Exclusion.** Participant is not currently excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program or any state health care program and is not under investigation or otherwise aware of any circumstances which may result in Participant or any of its affiliates, as applicable, being excluded from participation in a Federal Health Care Program or any state health care program.

6.6. **Financial Condition.** Participant is solvent as of the Effective Date and agrees that this representation of solvency shall be deemed to have been re-extended to GPO each time Participant makes a purchase through the Program, unless Participant advises GPO otherwise in writing. Participant covenants to so notify GPO immediately if and when this representation of solvency shall no longer be true.

6.7. **Active Participation and Good Standing.** Participant shall actively participate in the Program, and otherwise remain in good standing in the Program, according to the terms and conditions set forth in this Agreement and determined by the GPO.

7. **Insurance.** GPO does not undertake any obligation in this Agreement with respect to general and products liability. Participant shall carry primary general liability and products liability insurance coverage in an amount not less than \$3,000,000 per occurrence (or a combination of primary coverage of at least \$250,000, with the balance of such amount being covered by umbrella insurance), which policy or policies of insurance shall each name GPO as an additional insured.

8. **Indemnity.** Participant shall indemnify and hold GPO, its members, and their respective affiliates, agents, officers, directors and employees (the "Indemnitees") harmless from and against any and all losses, liabilities, damages, costs and expenses, whatsoever, including, without limitation, reasonable attorney's fees, court costs, and other litigation expenses, ("Losses") incident to any claim, suit, action or proceeding ("Claims"), whether threatened or actual, relating to, arising out of, or caused by (a) Participant's use of any products, services, or supplies purchased under the Program in the delivery of health care; (b) any alleged defect in a product or supply (including, without limitation, in design or in manufacture); (c) Participant's failure to perform and observe any term, provision, covenant, agreement or condition under this Agreement or any GPO Vendor Agreement; or (d) any other act or failure to act on the part of Participant.

9. **GPO Disclaimer and Participant Release.**

ALL PRODUCTS SOLD TO PARTICIPANT THROUGH PROGRAM SHALL BE GOVERNED BY THE MANUFACTURERS', SUPPLIERS' OR PROVIDERS' WRITTEN WARRANTIES. GPO DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS, SERVICES, OR SUPPLIES SOLD THROUGH THE PROGRAM. IN ADDITION TO RELEASES UNDER SECTION 4.3, PROVIDER HEREBY EXPRESSLY RELEASES GPO FROM ANY AND ALL LIABILITY AND CLAIMS RELATING TO THE PRODUCTS, SERVICES, OR SUPPLIES, INCLUDING ANY BREACH OR ALLEGED BREACH OF WARRANTY. GPO SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, DAMAGE, COST OF REPAIR, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT OR OTHERWISE ARISING FROM OR CONNECTED IN ANY FASHION WITH ANY PRODUCTS, SERVICES, AND SUPPLIES SOLD THROUGH THE PROGRAM.

10. **Fees and Rebates.**

10.1. **Vendor Fees.** Participant acknowledges (a) that GPO will receive payment of fees for administrative and other services provided by GPO from GPO Vendors ("Vendor Fees") based on products, services, or supplies purchased under the Program, and (b) that the percentage of the Vendor Fees will be up to a maximum amount of forty percent (40%) of the purchase price paid by participants. GPO will post a GPO Vendor Agreement List with applicable Vendor Fees on the Portal. GPO shall disclose to Participant on an annual basis, in writing, the names of the GPO Vendors and the specific amount of Vendor Fees received from each of such GPO Vendors for products, services, and supplies purchased by Participant. GPO shall, if applicable, disclose to the Secretary of the United States Department of Health and Human Services, upon request, the amount of Vendor Fees received by GPO from each GPO Vendor with respect to products, services, or supplies purchased through the Program by Participant. Participant agrees to disclose the applicable Vendor Fee information provided by GPO regarding such Vendor Fees.

10.2. **Participation Fees.** Following the Initial Term, GPO may charge Participant a reasonable periodic participation fee. Participant acknowledges and agrees that the amount of such participation fee may, at the sole discretion of GPO, be changed from time to time and that it may vary with regard to what is charged to other participants. If Participant does not agree to any such fee increase, it may terminate its participation in this Agreement as of the date any participation fee or participation fee increase is to take effect.

10.3. **Rebates.** If GPO receives any rebates from GPO Vendors based on purchases of products, services, or supplies by Participant through the Program, it may, in its sole discretion, retain the rebate as compensation for services provided, or pass on all or part of the rebate to Participant. The amount of any rebate passed on to Participant shall be treated as a discount to Participant's cost for the applicable products, services, or supplies. Participant acknowledges and agrees that in such instances, invoices may not accurately reflect the net cost of products, services, or supplies to the Participant. The Parties intend to establish a business relationship which complies with the Medicare and Medicaid anti-kickback statutes set forth at 42 U.S.C. §1320a-7b(b), and where a discount or other reduction in price is applicable, the Parties also intend to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. §1001.952(h). Participant shall be responsible for providing all required information regarding such rebate amounts as required by law and/or regulation including, but not limited to, satisfaction of any and all legal and regulatory requirements imposed on buyers by the "safe harbor." Participant will accurately report when requested, under any state or federal program that provides for reimbursement for the products, services, or supplies covered by this Agreement, the net cost actually paid by the Participant, pursuant to such GPO Vendor Agreements.

10.4. **GPO Vendor Lists.** GPO Vendors in the Program on the Effective Date are listed in Exhibit A-1. In addition, GPO maintains a list of GPO Vendors on the Portal, which list is hereby incorporated as part of this Agreement. The Parties hereby expressly agree that updated GPO Vendor lists shall be deemed to be an

amendment to this Agreement for the purpose of incorporating such list in this Agreement. Participant agrees to periodically (at least annually) check the Portal to obtain a copy of the updated GPO Vendor lists.

11. **Data.** GPO shall be the exclusive owner of the compilation of pricing data related to GPO Vendor products, services, or supplies. All purchasing transaction data (other than pricing data related to GPO Vendor products, services, or supplies) resulting from purchase of GPO Vendor products, services, or supplies by Participant through the Program shall be owned by Participant. Participant hereby authorizes GPO to have access to Participant's purchasing transaction data, whether through GPO Vendors, distributors, or any business-to-business e-commerce companies through which Participant places orders for GPO Vendor products, services, or supplies. Participant further authorizes GPO to aggregate Participant purchasing transaction data with purchasing transaction data from other participants for statistical analysis and other similar purposes, and to provide such aggregate data to third parties, provided no portion of the data contains any patient identification information or information that can be specifically traced to Participant.

12. **Confidentiality.** The terms and attachments of this Agreement; all information, data, documents, and instruments (including, without limitation, all information regarding the pricing, shipping terms, and other terms and conditions of the GPO Vendor Agreements) delivered or otherwise provided (either orally or in writing) to Participant, or any of its agents, directors, officers, or employees, as well as trade secrets, financial statements, cost and expense data, sales figures, marketing data, administrative procedures, business policies and procedures, contracts, other similar information, and any information that would be detrimental to GPO, or any participant, if disclosed, is confidential (hereinafter, "Confidential Information"). Participant agrees that throughout the term of this Agreement and for a period of five (5) years thereafter (a) neither it, nor any of its owners, directors, officers, employees or agents will disclose or use any Confidential Information any of them receive from GPO or any other participant in a way that is detrimental to GPO or such other participant; and (b) it shall maintain all Confidential Information in strict confidence, and may disclose such Confidential Information only on a "need to know" basis to its duly authorized officers, directors, representatives, accountants, attorneys and agents. Participant agrees to obtain signed confidentiality agreements with any such non-employed third parties receiving Confidential Information, with terms consistent with the terms of this Section 11. Notwithstanding the foregoing, this Section 11 shall not apply to (i) information generally known to the medical profession or the public at the time it is disclosed to Participant, (ii) information that becomes known to the medical profession or the public after it is disclosed to Participant, unless it becomes known due to a breach of this Agreement, and (iii) information Participant can prove was known to it at the time it was disclosed to Participant.

13. **General Provisions.**

13.1. **Securities Disclaimer.** This Agreement confers only the right to participate in the Program. Participant is not, pursuant to this Agreement, acquiring a membership interest in the GPO, or any other ownership or voting interest in the GPO, or any option, warrant, or similar right to acquire any such interest at any future date. The participatory privileges conferred by this Agreement are not, and shall not be deemed, a "security" within the meaning of any state or federal securities laws.

13.2. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and sufficient if sent by registered or certified mail, postage prepaid, or by reputable express delivery service, or delivered personally, by private courier or fax, and followed by such mailing. Notices shall be addressed to each party as set forth below or as otherwise designated by a party:

GPO:

K1 Medical Group LLC
33920 US HWY 19 N,
Suite 341
Palm Harbor, FL 34684

Participant:

To the Participant's
Principal Office Address
set forth in **Exhibit A-1**.

13.3. **Assignment.** Participant may not assign this Agreement or any of its rights or duties set forth herein, without the prior written consent of GPO; no assignment in violation of the provisions of this Agreement, shall vest any rights in any purported assignee unless approved by GPO. Participant hereby consents to assignment by GPO of its rights and obligations under this Agreement without any consent from Participant to a successor entity of GPO as part of a reorganization of GPO which results in GPO being organized in a different legal entity or corporate form, whether through conversion or merger.

13.4. Waivers. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition.

13.5. Severability. This Agreement shall be construed to be in accordance with any and all applicable federal and state laws and regulations. In the event there is a change in such laws and regulation, whether by statute, regulation, agency or judicial decision that has any material effect on the legality of any provision of this Agreement ("Affected Provision"), then the Affected Provision shall be deemed ineffective to the extent of such change in law or holding without invalidating the remaining provisions hereof or affecting the validity or enforceability of such Affected Provision in any other jurisdiction.

13.6. Governing Law and Consent to Venue and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to the conflict of laws and principles thereof. The parties hereby consent to venue and jurisdiction of any state court in Pinellas County, Florida and United States District Court for the Middle District of Florida in Tampa, Florida with respect to any legal proceedings arising out of or relating to this Agreement.

13.7. Entire Agreement; Amendment. This Agreement, together with the attachments thereto and the Participant Information Sheet, sets forth the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended, modified, superseded or supplemented only by a written instrument expressly stating an intent to amend, modify, supersede, or supplement this Agreement, executed and delivered by each of the Parties hereto. The Parties agree that changes to Participant's contact information, address correction and other such information that do not change the terms and conditions of this Agreement, may be completed in the GPO databases without requiring any amendment to this Agreement.

13.8. Changes to Agreement. Notwithstanding the foregoing, GPO may make changes to the Agreement by sending written notice to all of the participants stating specific changes to be made. Unless Participant objects within thirty (30) days of receiving the notice, such changes shall become effective and be binding on Participant without the necessity of the signature of Participant on any amending document. Upon timely objection, Participant may, as its sole remedy, terminate this Agreement.

13.9. Counterparts; Methods of Execution. This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (a) executing and delivering the paper copy of the document, (b) transmitting the executed paper copy of the document by facsimile transmission, or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (c) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a Party with the intent to execute this Agreement (i.e., "electronic signature" through a process such as DocuSign®).

13.10. Participant Name and Logos. Participant hereby authorizes GPO to use Participant's names and logos, as provided by Participant to GPO, on GPO's proprietary website and other GPO publications listing Participant among other entities that are members of GPO.

13.11. Drug Enforcement Administration Registration Numbers. Participant hereby consents to GPO providing DEA Numbers for itself and all Locations, to GPO Vendors, including authorized GPO distributors; and to GPO receiving such DEA numbers from GPO Vendors, authorized GPO distributors, and any other appropriate sources.

14. Anti-Kickback Compliance. Available at <https://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol5/pdf/CFR-2011-title42-vol5-sec1001-952.pdf> is a copy of 42 C.F.R. § 1001.952(h), the discount "safe harbor" regulation of the federal Anti-Kickback Statute 42 U.S.C. § 1320a-7b(b). With respect to its purchases pursuant to the Terms and Conditions, Participant agrees to comply with the terms of § 1001.952(h)(1), as it may be amended from time to time, and acknowledges notice of this regulation's reporting and information provision obligations.

14.1. Non-Diversion/Own Use. Participant hereby represents that every purchase of a product subject to the requirements of § 340B of the Public Health Services Act (a "340B Product") made by Participant through any Supplier Contract shall be for Participant's ultimate consumption or "Own Use," and not for resale, as defined

in Abbot Labs v. Portland Retail Discount Druggist Association, Inc. (425 US 1, 1976), and its successor line of cases ("**Own Use**"). Participant shall report any known breach of this Section immediately to AGS. In furtherance, but not in limitation of the foregoing, Participant hereby agrees to the following regarding 340B Products at all times

14.2. Access to Supplier Contracts is limited solely to Participants, and Participant will use all products purchased under all Supplier Contracts in which Participant participates solely for Participant's own patients who meet all eligibility requirements and all applicable Law. Participant will not divert, deliver, transfer, distribute or sell any product purchased pursuant to these Terms and Conditions to any wholesaler, distributor, or other person or entity without specific, written permission from GPO Vendor.

14.3. In the event Participant fails to comply with the provisions of this Section, Participant shall be liable for all losses or costs incurred by GPO Vendor, the applicable Supplier, and any other applicable manufacturers and distributors, as a result of such failure, including but not limited to, the costs of lost sales or payments that the applicable Supplier and/or other manufacturer and distributor may need to pay to their respective partners on account of such failure. In addition, GPO Vendor may require repayment by Participant of any and all payments or benefits provided herein.

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