

Terms and Conditions of Membership

1. The entity submitting this form ("**Participating Member**") hereby designates Argent Procurement Solutions, LLC ("**Argent**") to act as Participating Member's group purchasing agent for the products and services (collectively, "**Products**") purchased by Participating Member through the group purchasing program ("**Program**").
2. Participating Member will use Argent as a group purchasing organization.
3. Participating Member will use all Products it purchases under group purchasing contracts of Argent and, if applicable, direct all Child Sites regarding such use, solely for its own operations and will not re-sell any such Products.
4. Participating Member designates McKesson Medical-Surgical Inc. to be a vendor for purchasing Products under the Program. Participating Member further authorizes McKesson Medical-Surgical Inc. to release purchase data to Argent.
5. Participating Member (and Participating Member's agents, employees and representatives) shall keep confidential Argent's proprietary and confidential information and shall not disclose such information to any third parties (including other group purchasing organizations) other than Argent's affiliates or Participating Member's employees with a need to know (who have been made aware of this provision by Participating Member and agree to comply with it). Such confidential information includes without limitation Argent's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, and contract catalogs (printed and electronic). Participating Member's obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of Participating Member's membership in Argent and for a period of five (5) years thereafter.
6. To the extent not otherwise prohibited, Participating Member agrees to permit the reasonable access described herein to all data related to the purchasing of Products by Participating Member, whether such purchases by Participating Member are made under Argent contracts or other vendor contracts ("**Participating Member Data**"). Participating Member grants to Argent and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data: (i) to provide the Program and other Products provided, or that may in the future be provided, by Argent or any of its affiliates; (ii) to perform Argent's obligations or to exercise its rights under this Agreement; (iii) as part of Products provided by Argent or any of its affiliates for Participating Member, including quality improvement initiatives, supply chain consulting services and data analytic services; (iv) for any commercial purpose on an aggregated basis; (v) for internal business functions and analysis; and (vi) to market to all facilities affiliated with Participating Members, including via email, phone and text communications.
7. In the event Participating Member is subject to applicable open records laws (such as a federal, state or municipal agency) which may require Participating Member to release confidential or proprietary information of Argent, Participating Member agrees to

promptly notify Argent of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Argent and use its best efforts to assist Argent in preventing the release of such information to the extent consistent with applicable law.

8. Participating Member represents and warrants that it (and its officers, directors and employees) is not listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs. Argent may terminate Participating Member from participation in the Program immediately in the event at any point Participating Member is not in compliance with this representation and warranty. Termination is in addition to any other rights or remedies Argent may have at law or in equity.
9. Participating Member acknowledges that rebates or discounts it may receive from vendors as part of its participation in the Program are, for purposes of 42 C.F.R. Section 1001.952(h), "discounts or other reductions in price" and Participating Member is required to disclose the specified dollar value of any such discounts or reductions in price under any state or federal program that provides cost or charge-based reimbursement to such Participating Members.
10. Participating Member acknowledges and agrees that by entering into this Agreement, the parties have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Under no circumstances will Argent request from Participating Member, nor will Participating Member provide to Argent, "protected health information," as such term is defined in HIPAA. For the avoidance of doubt, Participating Member agrees that Argent is not engaging any vendor as its downstream business associate.
11. Participating Member represents and warrants that its execution and performance of this Agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.
12. Participating Member acknowledges and agrees that Argent, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Argent's contracted vendors, or for any representations or warranties made by such vendors.
13. Participating Member confirms that all information supplied by Participating Member to Argent is complete and accurate.
14. Participating Member authorizes Argent to individually activate Program group purchasing contracts on its behalf.
15. Participating Member represents that all Products purchased under Argent group purchasing contracts are for Participating Member's own operations, excluding operations which compete with retail trade. If Participating Member is a multi-facility system, Participating Member also represents that all Products purchased under Argent group purchasing contracts by Child Sites in Participating Member's system are for each such Child Site's own operations, excluding operations which compete with retail trade. If Participating Member competes with retail

trade, Participating Member acknowledges that it will be eligible to purchase Products through the Program only from Argent vendors that offer pricing to the Participating Member with the expectation and understanding that such Products will be re-sold.

16. Argent shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or any Child Site or organization (i) in the event Participating Member or such facility or organization acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the Program; or (ii) whose involvement with Argent has the potential to damage the reputation of Argent and/or any of its affiliated companies. Notwithstanding anything in this Agreement to the contrary, Participating Member's membership shall automatically terminate if Participating Member becomes a contracted vendor of Products under the Program.
17. Participating Member agrees that in addition to the terms and conditions contained in this Agreement, it shall also comply with all Argent policies pertinent to the Program.
18. Participating Member will receive any applicable vendor rebates that are earned from purchases through the Argent Program via Electronic Funds Transfer (EFT). Please complete the Direct Deposit Via ACH Form and IRS Form W-9.
19. Participating Member understands that each vendor contract and each wholesaler contract in the Program has individual terms and conditions.