

Terms and Conditions of Membership

1. Designations and Authorizations.

- 1.1. 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**”) for itself and for all of its affiliated facilities (“**Child Sites**”). Obligations of Participating Member throughout these Terms and Conditions include its Child Sites.
- 1.2. Participating Member will use Argent as a group purchasing organization.
- 1.3. Participating Member designates the following authorized distributors and or vendors under the Program: McKesson Medical-Surgical Inc. and McKesson Medical-Surgical Minnesota Supply Inc. (“**Authorized Distributors**”). Participating Member further authorizes Authorized Distributors to release purchase data to Argent.
- 1.4. Participating Member authorizes Argent to individually activate Program group purchasing contracts on its behalf.

2. Confidentiality.

- 2.1. General. 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 two (2) years thereafter.
- 2.2. Purchase Data. Participating Member understands that Argent will have access to data related to the purchasing of Products by Participating Member, including purchases by Participating Member made under Argent contracts or other vendor contracts, via reporting with distributors and/or as provided by Participating Member (“**Participating Member Purchase Data**”). Participating Member grants to Argent and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sublicensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from,

distribute, publish, disclose and otherwise use Participating Purchase Member Data, limited to the immediately preceding twelve (12) month period: (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 as directed by 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 such Participating Member, including via email, phone and text communications.

2.3. Legal Disclosures. 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.

3. Compliance With Laws.

3.1. 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 pursuant to Section 4 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.

3.2. 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.

3.3. 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.

4. Termination or Denial. Either party may terminate this Agreement without cause upon at least ninety (90) days notice to the other party. Additionally, 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 violates the participation requirements of the Program; (ii) in the event Participating Member is no longer a customer of an Authorized Distributor, (iii) in the event at any point Participating Member is not in compliance with the representation and warranty contained in Section 3.1; (iv) whose involvement with Argent has the potential to damage the reputation of Argent and/or any of its affiliated companies; or (v) in the event Participating Member becomes a contracted vendor of Products under the Program.
5. Membership Restrictions. Argent reserves discretion to prohibit membership or limit participation in the Program for entities that resell Products and/or compete with retail trade.
6. Miscellaneous.
 - 6.1. 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.
 - 6.2. 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.
 - 6.3. Participating Member confirms that all information supplied by Participating Member to Argent is complete and accurate.
 - 6.4. 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.
 - 6.5. Participating Member understands that each vendor contract and each wholesaler contract in the Program has individual terms and conditions.
7. Updates. These Terms and Conditions of Membership may be updated by Argent upon thirty (30) days notice to Participating Member. Upon such notice, Participating Member may terminate this Agreement upon thirty (30) days notice.