

Membership Enrollment Form



Matrix GPO LLC ("MATRIX")
Group Purchasing Organization ("GPO")

Please Print or Type

Name of Member: _____

Physician Name: _____ Facility Name: _____

Address: _____

Suite/Building/Floor/Mailstop: _____

City: _____ State: _____ Zip: _____

State License: _____ DEA #: _____ HIN #: _____

Please check here to include multiple shipping locations in this Matrix enrollment. Attach a membership list, in excel format, and include the complete name, address, DEA and HIN number for each location.

Class of trade (In order to qualify for GPO membership, the Member must operate, and/or practice medicine in a "clinic" setting, which is a licensed setting where physician orders are carried out for the administration of medication and/or other treatments. A fully licensed physician provides administrative oversight and is responsible for meeting state and/or national licensing requirements. The clinic bills patients, payers, Medicare, and/or Medicaid for treatment provided at the clinic. Clinics are freestanding units, which may or may not be located adjacent to acute care hospitals. The clinic must provide a copy of a clinic or practitioner HIN number, and if available a DEA number. Please check the appropriate box below that describes the medical specialty practiced at your clinic):

- | | | | | |
|---|-------------------------------------|--|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> Oncology | <input type="checkbox"/> Orthopedic | <input type="checkbox"/> Ophthalmology | <input type="checkbox"/> Nephrology | <input type="checkbox"/> Rheumatology |
| <input type="checkbox"/> Urology | <input type="checkbox"/> Internal | <input type="checkbox"/> Ambulatory | <input type="checkbox"/> Pediatrics | <input type="checkbox"/> Infusion |
| <input type="checkbox"/> Specialty Pharmacy | <input type="checkbox"/> Other: | | | |

Phone: _____ Fax: _____

Contact Name and Title at Facility: _____

Contact Email Address: _____

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Term & Conditions

By completing and executing the enclosed Matrix GPO LLC Group Purchasing Organization ("GPO") Membership Enrollment Form, Member, including associated shipping locations provided as an attachment, agrees to the following terms and conditions (the "Agreement").

- 1. GPO Purchasing Agent.** Member hereby authorizes Matrix to act as Member's purchasing agent to negotiate pricing terms, manage contracts, and enroll eligible Member in sponsored programs (not to include any purchase requirements) with "Participating Vendors" for the "Designated Items" (each term as defined below). If Member is a member of more than one GPO, Member agrees to use only Matrix GPO contracts for purchasing Designated Items. Member acknowledges that this Agreement ratifies and affirms Matrix's authority to act as Member's purchasing agent, which Member conveyed upon Matrix at the time when Member first enrolled with Matrix.
- 2. Participating Vendors.** Matrix enters into GPO contracts with vendors of goods and services ("Participating Vendors") from time to time. A current list of Participating Vendors is available upon request, at any time, from Matrix (the "Participating Vendor List"). Matrix may modify the Participating Vendor List from time to time without notice to, or consent from, Member.
- 3. Designated Items.** Member may elect to purchase goods and services ("Designated Items") through Matrix's GPO contracts with Participating Vendors. Upon request from Matrix from time to time, Member shall indicate on forms provided by Matrix which Designated Items Member elects to purchase through Matrix's GPO contracts with Participating Vendors.
- 4. Designated Wholesaler.** In order to obtain Designated Items through Matrix's GPO contracts, Member must obtain such Designated Items through Matrix's designated wholesaler, Priority Healthcare Distribution, Inc., doing business as CuraScript SD Specialty Distribution ("CuraScript SD") or, in case of particular Designated Items specified by Matrix, directly through the Participating Vendor, as applicable. Member understands that it cannot access any Matrix GPO contracts through any other distributor or wholesaler. Contracts or orders to acquire Designated Items are solely between Member and CuraScript SD or the Participating Vendor, as applicable, and will be subject to their ordering, credit, and return policies. Member acknowledges that the Matrix GPO member price of Designated Items offered by CuraScript SD or the Participating Vendor may vary from time to time; current prices may be obtained by the Member by contacting CuraScript SD or the Participating Vendor directly.
- 5. Term and Termination.** The initial term of this Agreement will begin on the Effective Date (as defined below) and continue for one (1) year, unless earlier terminated. Thereafter, this Agreement will renew automatically for successive one (1) years until terminated. This Agreement may be terminated at any time without cause by Member or Matrix by giving the other party thirty (30) days prior written notice.
- 6. Administrative Fees.**
 - (a) Receipt of Administrative Fees. Member and Matrix intend that the arrangements contemplated by this Agreement shall satisfy the requirements of 42 C.F.R. § 1001.952(j) (the "GPO safe harbor"). Member acknowledges and agrees that Participating Vendors pay Matrix administrative fees which are based on member purchases of Designated Items. Under no circumstances shall Member be entitled to such administrative fees or any portion thereof. Unless otherwise indicated in a notice from Matrix to Member as provided below, the amount of administrative fees paid by a Participating Vendor to Matrix equals three percent (3%) or less of the purchase price of the Designated Items purchased by Matrix GPO members from the Participating Vendor. Member may contact Matrix if additional information is necessary regarding administrative fees.
 - (b) GPO Safe Harbor Provider Status. Member represents and warrants to Matrix that it is not a health care "provider of services" as such term is used in 42 U.S.C. § 1320a-7b(b)(3)(C)(ii) (citing the definition of "provider of services" at 42 U.S.C. § 1395x(u)) (which generally means a hospital, critical access hospital, skilled nursing facility, comprehensive outpatient rehabilitation facility, home health agency, or hospice program).

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- 7. Discounts.** Member and Matrix acknowledge that the prices at which Member may purchase Designated Items through the Matrix GPO contracts may reflect a discount on the price of such Designated Items and intend that any discount comply with the criteria set forth in 42 C.F.R. § 1001.952(h) (the "discount safe harbor"). Discounts made available to Member under this Agreement may take the form of up-front purchase discounts, rebates, volume incentive payments, volume discounts, or other price reductions. Because the cost of these items may be reimbursable, in whole or in part, by Medicare, Medicaid, or other federal health care programs, Matrix hereby notifies Member that Member may have an obligation to report such discounts and to provide, upon request by the Secretary of the U.S. Department of Health and Human Services or a state or federal agency, information provided to Member by Matrix. In the event Member receives such a request, Matrix shall provide additional information to Member upon request consistent with the requirements of the discount safe harbor. Matrix shall refrain from doing anything that would impede Member from meeting any obligation Member has to report the discounts made available under this Agreement.

Member may be eligible to receive rebates on purchases of certain Designated Items. Any such rebates shall be submitted to Member at the billing address provided by Member. Member shall notify Matrix of any address changes in accordance with Section 11.

- 8. Corporate Disclosure Statement.** Member understands that Matrix is a wholly-owned direct subsidiary of CuraScript SD. CuraScript SD is wholly-owned by Express Scripts Holding Company ("Express Scripts"), and Express Scripts Holding Company is a wholly-owned subsidiary of Cigna Corporation ("Cigna") which is a publicly-traded, diversified global health care company that, in addition to owning CuraScript SD, owns or operates several other businesses, including (but not limited to) one of the nation's largest pharmacy benefit managers, several mail service pharmacies, and companies focused on specialty pharmacy, distribution, and related services. More information on Cigna can be found in its public filings with the Securities and Exchange Commission. In addition to the GPO contracts between Matrix and Participating Vendors, Cigna and its subsidiaries already may have (or may have in the future) other contracts and arrangements with Participating Vendors unrelated to the Matrix GPO contracts. These other contracts and arrangements may involve discounted purchasing relationships, rebate arrangements, and payments for services (including but not limited to the provision of data by Matrix relating to GPO member purchases). Member acknowledges and agrees that it shall have no right to any revenue, fees, proceeds, rebates, or other income received by Matrix or any of its affiliates in connection with such contracts and arrangements.

9. Member Representations and Warranties; Acknowledgements.

- (a) **Own Use.** Member represents, warrants, and agrees that it shall purchase goods and services governed by this Agreement exclusively for its own use (i.e., for patients and for Member's medical practice) and not for resale. Member shall not purchase any Designated Items for resale, nor shall Member actually sell, transfer, or distribute such Designated Items to persons other than Member's patients.
- (b) **Non-Excluded Provider.** Member represents and warrants that: (i) neither it nor any of its principals were or is debarred, suspended, proposed for debarment or excluded in any manner from any Federal healthcare program as defined under 42 U.S.C. § 1320a-7b(f) ("Adverse Enforcement Action"); (ii) it has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that it knows or should know is excluded from participation in any Federal healthcare program; and (iii) no final adverse action (as such term is defined under 43 U.S.C. § 1320a-7e(g)) has occurred or is pending or threatened against it or to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. Member shall notify Matrix immediately if it or any of its principals becomes the subject of an Adverse Enforcement Action.
- (c) **Licensure.** Member will furnish a copy of its facility/clinic license, if applicable, HIN number and DEA license to Matrix promptly upon Member's execution of this Agreement. Failure to do so may impede the application process and access to pricing or discounts.
- (d) **No Matrix Liability for Products.** Member acknowledges and agrees that Matrix makes NO WARRANTY OF ANY KIND, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY DESIGNATED ITEMS. MATRIX SHALL HAVE NO LIABILITY WITH RESPECT TO ANY DEFECTIVE DESIGNATED ITEMS.

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- (e) **Medical Decisions.** Member acknowledges and agrees that Matrix does not offer or provide medical evaluation, advice, diagnosis or treatment, and that the availability of Designated Items through Matrix GPO contracts does not constitute a recommendation by Matrix that Member use such items or services in the treatment of its patients. Nothing in this Agreement is intended to affect nor shall limit Member's right to purchase or use items or services other than the Designated Items.
- (f) **Authorization.** Member authorizes Matrix and Designated Wholesaler (as defined in section 4) to provide Member's DEA number, HIN number, or other identifier to vendor and supplier partners in the process of obtaining Member access to pricing or discounts. Such access is not guaranteed, as Member may not qualify based on vendor or supplier specific requirements.
- (g) **Repayment.** If Member receives discounts or rebates from Participating Vendor for which it was not eligible, and upon written request from a Participating Vendor, or from Matrix on behalf of Participating Vendor, Member agrees to return to Participating Vendor any discounts or rebates received during the time the Member was not eligible to purchase Designated Items from the Participating Vendor contract. In response to such circumstances, Matrix's Designated Wholesaler may issue a credit and rebill, or debit memo to Member to reverse any ineligible discounts or rebates. Member agrees to promptly issue payment to the Designated Wholesaler, upon receipt of Wholesaler's credit and rebill, or debit memo.
- (h) **Eligibility.** Member acknowledges and agrees that before it may purchase through Designated Items, Matrix may need to ensure that Participating Vendors are willing to do business with Member. Member further acknowledges and agrees that, in the event that Member purchases Designated Items Member shall comply with any and all applicable terms and conditions set forth in the Participating Vendor Agreements.

10. Amendment.

- (a) Matrix may modify, amend, or supplement the Participating Vendor List from time to time without notice to, or consent from, Member. Notwithstanding the foregoing, Matrix may amend the Participating Vendor List by giving notice to Member as provided below. Such amendments shall be effective upon the giving of such notice, or such other time as specified in the notice.
- (b) If any administrative fee paid to Matrix by a Participating Vendor is not fixed at three percent (3%) or less of the purchase price of goods or services, Matrix will provide Member with notice of the administrative fee arrangement. Such notice shall automatically be deemed to be incorporated into, and to amend, this Agreement effective upon the giving of such notice, or such other time as specified in the notice.
- (c) Matrix may amend any other terms and conditions of this Agreement by giving Member thirty (30) days prior written notice. Member will be deemed to have accepted and consented to such amendment unless Member notifies Matrix, as provided below, that it rejects such amendment, in which case Matrix may immediately terminate this Agreement, with or without advance written notice to Member, upon Matrix's receipt of Member's notice.

11. Notices. Any notice or communication required or desired to be given under this Agreement shall be in writing. Notices shall be deemed given three (3) days post deposit in the U.S. mail, postage prepaid by certified or registered mail. If sent by hand delivery, overnight courier, or facsimile, notices shall be deemed given upon documentation of receipt. All notices shall be addressed as follows; the addresses and facsimile numbers to which notices are to be sent may be changed by written notice given in accordance with this Section:

<i>To Matrix:</i>	Express Scripts c/o Matrix GPO, LLC One Express Way St. Louis, MO 63121 Attn: Legal Department
<i>To Member:</i>	<i>At the address, email address or facsimile number set forth in Member's application form.</i>

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- 12. Assignment.** This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto. Member may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Matrix. Matrix may assign this Agreement or any of its rights or obligations under this Agreement without Member's consent. Any of Matrix's obligations to be performed under this Agreement may be performed by any Matrix subsidiary or affiliate, or by a Matrix designee.
- 13. Indemnification.** Each party ("Indemnifying Party") shall hold harmless and indemnify the other party, its shareholders, directors, officer and assigns (collectively, the "Indemnified Party"), from and against any and all claims, actions, causes of action, demands, judgments, settlements, offsets, deductions, refunds, recoupments, or penalties (including attorney fees) incurred by or assessed against the Indemnified Party that in any way arise or result from, directly or indirectly, breach of this Agreement by, or any act or omission of the Indemnifying Party. The indemnification obligations set forth herein are subject to the Indemnifying Party being promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and all negotiations for a settlement of compromise.
- 14. Confidentiality; Purchasing Data.** Member shall treat this Agreement, its terms, the Participating Vendor List and any other information it receives related to Matrix as the confidential information of Matrix during and after the term of this Agreement, and shall not use or disclose such information except to the extent necessary to perform its obligations or exercise its rights under this Agreement or to comply with legal reporting obligations. Member agrees to provide and authorizes Matrix, Matrix's designees, Participating Vendors, and CuraScript SD to use and disclose (including for sale) data relating to Member to third parties, including without limitation product purchasing volume, pricing, demographic, and other information.
- 15. Miscellaneous.**
- (a) In the event of any portion of this Agreement not material to the remaining portions hereof shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. Subject to the consent of both parties, such consent not to be unreasonably withheld, if any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule of law, then such terms or provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.
 - (b) This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.
 - (c) This Agreement and performance of the obligations hereunder shall be governed by, and constructed in accordance with, the laws of the State of Florida, without regard to the conflicts of laws provision therein. Any claim or dispute related to this Agreement shall be brought in court of competent jurisdiction in Orange County, Florida.
 - (d) With regard to the issues addressed herein, this Agreement, together with the attachments hereto, contains the entire agreement and understanding of the parties, and supersedes any and all prior agreements and understanding.
 - (e) The parties to this Agreement are independent contractors, and nothing in this Agreement is intended, nor shall it create, a relationship of employment, partnership or joint venture. Neither party is an agent of the other party except as expressly set forth above.
 - (f) Member acknowledges that upon written notice by a Participating Vendor, Member agrees to comply with Participating Vendor's reasonable request for data related to product purchasing volume, pricing, demographic, and other information as related to its GPO contract with Matrix, upon reasonable advance written notice, to verify Member's compliance with its obligations under its GPO contract with Matrix.
 - (g) At any time during the Term of this Agreement and for a period of one (1) year following termination or expiration of the Agreement, Matrix or its authorized representative will have the right, upon reasonable written notice and during regular business hours, to inspect and audit all such books, records and accounts of Member as is necessary to establish and verify Member's compliance with this Agreement.

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Signatures

Signed, accepted, and agreed by an authorized representative of Member as of the effective date.

By *(please sign)*: _____ Date: _____

Printed Name: _____ Title: _____

Accepted and agreed.

Matrix GPO LLC

By *(please sign)*: _____ Effective Date: _____

Printed Name: _____ Title: _____

For Internal Use Only

Matrix Member ID: _____ Matrix Representative: _____