

SELLER: Inmar Rx Solutions, Inc.  
CONTRACT NUMBER: PPPH26MTU01  
SERVICE CATEGORY: Pharmacy Reverse Distribution

## PROCESSING AGREEMENT

**GPO: Premier Healthcare Alliance, L.P.**

<b>Effective Date</b>	April 15, 2024
<b>Client Name</b>	Cohesive Health - Mangum
<b>Client Address</b>	1 Wickersham ST Mangum, OK 73554
<b>Entity Type</b>	
<b>State of Organization</b>	OK

This Processing Agreement (this "Agreement") is made and entered into as of the date set forth above (the "Effective Date"), by and between **Inmar Rx Solutions, Inc.**, a Texas corporation with offices at 3845 Grand Lakes Way, Grand Prairie, Texas 75050, an Inmar company ("Inmar"), and the Client set forth above ("Client").

### Recitals:

Inmar possesses certain skills and knowledge relating to the management of unsaleable and return goods, as well as the evaluation of product and the disposition of waste.

Client desires that Inmar provide certain services relating to the management and disposition of its return goods.

### Agreement:

In consideration of the foregoing recitals incorporated by reference and the covenants herein, the parties agree to be bound as follows:

1. **Services.** Client has products that Client wishes to return and process for credit, including but not limited to pharmaceutical products such as full or partially full bottles of legend drugs, including Non-Controlled and Controlled Substances Schedule II-V, and List 1 Products (collectively, "Product(s)"), as defined by the United States Department of Justice Drug Enforcement Administration. Client desires that Inmar provide certain services relating to the management and disposition of the Products, including the operation of a facility for the purpose of facilitating the return of Product (the "Returns Center"). Pursuant to Inmar's agreement with Premier Healthcare Alliance, L.P. (the "GPO"), number PPPH26MTU01 ("Base Agreement"), Inmar shall perform the services described below for Client (collectively, the "Services"). Client agrees to use Inmar as its exclusive provider of the Services.
  - 1.1. **On-Site Option.** Inmar will provide an on-site pharmacy return specialist (the "Specialist") to prepare Client's Product at Client's facility for shipment to the Returns Center. Should Client have controlled substances to be returned, the Specialist will produce a computerized inventory of all Schedule II-V Products and will inventory and generate United States Department of Justice Drug Enforcement Administration ("DEA") 222 Forms as appropriate. The Specialist will package the Products and will leave the prepared Products at Client's facility for Client to tender to the carrier for shipment to the Returns Center.
  - 1.2. **Off-Site Option.**
    - 1.2.1. Client will prepare the Products for shipment to the Returns Center designated by Inmar. Should Client have Schedule II Products to be returned, Client will complete the Schedule II Request Form(s) provided by Inmar and will keep a copy of such Request Form(s) for Client's records. Client will fax or mail the completed Request Forms to Inmar, and after Inmar verifies and accepts the request, Inmar will mail a DEA Form 222 to Client. Upon receipt of the DEA Form 222, Client will confirm the information in the DEA Form 222, insert the ship date on such form, and pack only the Products listed on such DEA Form 222 as well as a copy of the DEA Form 222 for shipment.
    - 1.2.2. Should Client have Schedule III, IV, or V Products to be returned, Client will complete the appropriate Request Form(s) provided by Inmar and will keep a copy of such Request Form(s) for Client's records.
    - 1.2.3. After Client prepares Products and the appropriate completed Request Forms (and DEA 222 Form, as applicable) for shipment pursuant to this Section, Client will ship the Products and Request

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Forms (and DEA Form 222, as applicable) to the Returns Center using prepaid UPS ground track or Inmar-supplied UPS ARS labels or USPS certified mail.

**1.3. Processing.**

- 1.3.1. Inmar agrees to use reasonable industry standard precautions and special handling as needed for safe handling and shipment of Product, and Inmar reserves the right to deal with Product in any way it deems proper without prior notice to Client if Inmar reasonably suspects Product may become dangerous to property or person.
- 1.3.2. At the Returns Center, Inmar will capture and report the following information for each Product (unit) processed: NDC #, Lot number, Expiration Date, Form, Package Size, and Quantity. After processing the Product, Inmar will ship returnable Product to the manufacturer, its representative, or the wholesaler. Inmar will arrange for the proper disposal of non-returnable processed Product.
- 1.3.3. Inmar may, at any time before Products are processed for disposal, revoke its acceptance of any Products discovered to be non-conforming (e.g., damaged shipping boxes, leaking containers, and the like).
- 1.3.4. Inmar may provide Client with a web-based reporting portal with proprietary data access ("Data Portal"). Client shall not grant access to the Data Portal to any third party. If Client desires for a third party to have access to the Data Portal, Client may make a request to Inmar in writing, and Inmar may grant the third party such access at its sole discretion.
- 1.3.5. Inmar shall not be liable to Client for any delay or failure of performance of this Agreement if such delay or failure is caused by weather conditions, earthquake, fire, flood, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of Inmar (each an "Event of Force Majeure"). If a delay or failure of performance by Inmar is caused by an Event of Force Majeure, Inmar shall notify Client and shall be released without any liability from its performance under this Agreement to the extent and for the period of time that such performance is prevented by the Event of Force Majeure.

2. **Obligations of Client.** Client acknowledges that certain Products shipped to Inmar are Hazardous Materials (as defined herein and as defined under Title 49 of the Code of Federal Regulations) and are generally recognized in the industry as requiring special handling. "Hazardous Materials" is defined hereunder as any product or material regulated by federal, state, or local law, statute, regulation, or ordinance, or any order, judgment, or decree of any court or administrative body, now or hereafter enacted or issued, relating to any environmental conditions. Client warrants, to the best of its knowledge, that the Hazardous Materials, in the condition in which they are tendered to Inmar, are fit to be safely processed. Such Hazardous Materials must be accompanied by a written declaration of their nature and contents and be properly labeled and safely packed in accordance with statutory declarations or other regulations or requirements set forth for the processing of Hazardous Materials. Client agrees that Inmar reserves the right to accept or reject Hazardous Materials at its complete discretion. Client shall defend and indemnify Inmar from and against any losses and costs that are made against or incurred by Inmar in connection with (a) a third party claim and arise out of acts or omissions of Client that constitute gross negligence or willful misconduct or (b) any violation of law by Client. Client is responsible for removing individually identifiable patient information from Product before such Product is sent or submitted to Inmar. Client shall obtain any and all licenses necessary to conduct its business. If Client requests that Inmar process controlled substances, Client must obtain a license with the DEA and the appropriate state agencies and must provide the numbers of such to Inmar immediately upon request.
3. **Term and Termination.** The term of this Agreement shall be concurrent with the term of Inmar's agreement with the GPO. Either party may terminate this Agreement immediately upon notice to the other party if: (i) the other party is dissolved or liquidated or a trustee or receiver is appointed for such party, (ii) bankruptcy or insolvency proceedings under federal or state law, whether voluntary or involuntary, are commenced against the other party, (iii) the other party makes an assignment for the benefit of creditors, or (iv) in the event the other party breaches any term or provision of this Agreement and does not cure said breach within thirty (30) days of receipt of written notice from the non-breaching party.
4. **Fees.** As compensation for the Services, Client shall pay to Inmar those fees as set forth below. All amounts due hereunder are net amounts, and Client agrees that it will be responsible for all sales, use, or services taxes of any kind, if applicable, with the exception of taxes due on Inmar's income.

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Reverse Distribution Fees	
On-Site Processing Fee	7.50%
Off-Site Processing Fee	5.50%
Non-Haz Waste Disposal	\$0.54/lb (1st 20 lbs free)
Haz Waste Disposal	\$4.89/lb (1 <sup>st</sup> 2 lbs free)
Inbound freight responsibility of pharmacy	
minimum invoice - on-site	\$350
minimum invoice - off-site	\$150
Optional non-schedule inventory add 3.5%	

5. **Credit Assurance Plus.** Client may elect to enroll in Inmar's optional Credit Assurance Plus ("CAP") program. Pursuant to the CAP program, payment by Client will either be subtracted from the manufacturer(s) credits received in the applicable wholesaler account or the balance will be forwarded in the form of a check; provided, however, that if Inmar anticipates that Client will not have enough credit to satisfy payment, Inmar shall submit an invoice to Client. If a Client does not participate in wholesaler consolidation programs and has elected to enroll in the CAP program, Inmar reserves the right to deduct fees from all available manufacturer credits.
6. **Client Protected Health Information.** Client and Inmar agree that Inmar is not performing any Services under this Agreement that require the use or disclosure of Protected Health Information ("PHI"), as such term is defined by the Health Insurance Portability and Accountability Act, as amended, including regulations promulgated thereunder ("HIPAA"). Client will make commercially reasonable efforts to remove PHI from Product before sending it to Inmar. If Client nonetheless does send PHI attached to Product sent to Inmar, Inmar agrees to protect the confidentiality and security of such information. The parties are not hereby establishing, and do not intend to establish, a "business associate" relationship, as defined by HIPAA. Nonetheless, if the relationship between Inmar and Client constitutes, as a matter of law, a "business associate" relationship under HIPAA, the parties agree that (a) Inmar shall comply with the requirements of HIPAA to the extent applicable, and (b) the terms and conditions of the sample business associate agreement located at the website of the U.S. Department of Health and Human Services Office of Civil Rights shall be incorporated into this Agreement.
7. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, INMAR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED BY IT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT, THAT SUCH SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES PROVIDED BY INMAR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT WILL INMAR BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR COSTS (INCLUDING LEGAL FEES AND EXPENSES), OR LOST TIME, SAVINGS, PROPERTY, PROFITS, OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED BY INMAR, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF INMAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR COSTS.
8. **Limitation of Liability.** Unless otherwise limited herein, the liability of Inmar to Client under this Agreement or otherwise, regardless of the form of claim or action, will not exceed the amounts actually paid by Client to Inmar for Services provided by Inmar under this Agreement in the prior twelve (12) month period.
9. **Ownership.** In performing the Services hereunder, Inmar shall take custodial title to those Products which are controlled substances in accordance with DEA regulatory requirements and applicable state law and regulations. Inmar shall not, at any time, take full title to any of the Products, and Inmar shall not be deemed to have purchased any of the Products. At no time shall any portion of the Products become an asset owned by Inmar, and therefore at no time shall Inmar be held liable or responsible for loss or damage to Products, except to the extent that such loss or damage is caused by Inmar's gross negligence or willful misconduct while Product is in Inmar's care, custody or control. Client will remain solely responsible for any loss or damage to the Products, whether in transit, housed at the Returns Center, or otherwise situated.

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- 10. Data.** Inmar hereby acknowledges and agrees that all information and data collected or generated in the performance of the Services and held by Inmar in a form that is identifiable to Client ("Client Data") is proprietary to and owned exclusively by Client. Inmar shall not sell, market, or commercialize Client Data, create derivative products, services or applications based on Client Data or otherwise use Client Data in any manner unrelated to the performance of Inmar's obligations under this Agreement except as expressly provided herein. Inmar hereby consents to the release to the GPO of transactional data relating to purchasing activity by Client under this Agreement. Notwithstanding any provision to the contrary in this Agreement, Client shall have the right to disclose Client Data to the GPO. Inmar shall have the right to use aggregated non-identifiable (to the GPO or Client) data collected or generated hereunder for all purposes, commercial or otherwise.
- 11. Confidentiality.** Each party agrees to not disclose to any third party any information disclosed by the other party which (i) the parties have classified in writing as confidential, or (ii) under the circumstances surrounding the disclosure, a reasonable person should know to be confidential. Each party agrees to use such information only for the purpose of this Agreement. Confidential information includes, but is not limited to, all operations, processes, software systems, methods of doing business, and other materials and information of a confidential nature.
- 12. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of Client's State of Organization as set forth above, without reference to the conflict of law rules of such state. The terms and conditions of this Agreement may be waived or amended only by a written instrument executed by an authorized representative of each of the parties. Failure by either party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of such provision and shall not in any way affect the validity of this Agreement or any part thereof or the right of the other party thereafter to enforce the provisions hereof. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein. This Agreement will not be construed as constituting either party as partner, joint venturer or fiduciary of the other or to create any other form of legal association that would impose liability on one party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other. This Agreement, together with all exhibits attached hereto, sets forth the entire understanding between the parties with respect to the responsibilities outlined above. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns. All notices herein provided for shall be considered as having been given upon being placed in the U.S. mail, certified postage prepaid or via nationally recognized overnight courier to the recipient at the address herein set forth in the introductory paragraph in this Agreement or to such other address as may be given to the other party in writing, with a copy of such notice sent to the attention of the recipient's legal department. The representations and warranties under this Agreement, which, by their terms and context show the parties intended them to survive the termination of this Agreement for any reason, including but not limited to, provisions governing confidentiality, ownership, indemnification and liability, shall survive any expiration or termination of this Agreement.

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This Agreement has been duly executed and delivered by a duly authorized representative of each party hereto as of the date corresponding to such party's signature.

**Inmar** **Client**

**Inmar Rx Solutions, Inc.**

**Cohesive Health - Mangum**

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(Signature)

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(Signature)

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(Printed Name)

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