

FEE SHARING AGREEMENT

THIS FEE SHARING AGREEMENT (this "**Agreement**") is entered into on August ____, 2023 (the "**Execution Date**") to be effective as of August ____, 2023 (the "**Effective Date**"), by and among Prague Family Clinic, Inc., an Oklahoma not-for-profit corporation ("**Prague**"), Carnegie Tri County Municipal Hospital, Inc., an Oklahoma not-for-profit corporation ("**Carnegie**"), Pawhuska Hospital, Inc., an Oklahoma not-for-profit corporation ("**Pawhuska** ") and Mangum City Hospital Authority, an Oklahoma public trust, d/b/a Mangum Family Clinic ("**Mangum**") (Prague, Carnegie, Pawhuska, and Mangum are sometimes individually referred to herein as a "**Party**" and collectively as the (the "**Parties**"), with reference to the following circumstances:

RECITAL

A. WHEREAS, Prague has arranged for a license agreement with eClinicalWorks, LLC ("**eClinicalWorks**") to provide services that allow the Parties to the license agreement to have EClinicalWorks assist with the optimization of the amount of 340b revenues that the Parties can obtain from their respective operations (the "**eClinicalWorks License Agreement**");

B. WHEREAS, eClinicalWorks requires that only on Party to this Agreement, i.e., Prague, be responsible for the fill cost of the services to be provided to the Parties, rather than bill each of the Parties separately;

C. WHEREAS, Carnegie, Pawhuska, and Mangum have agreed to enter into this Agreement to memorialize their respective agreements with Prague to reimburse Prague for their respective costs of having eClinicalWorks provide them with the services pursuant to their respective eClinicalWorks License Agreements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. Reimbursement of Prague for eClinicalWorks License Agreement Fees. Carnegie, Pawhuska, and Mangum hereby agree that each will reimburse Prague for their respective initial cost of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for the eClinicalWorks License Agreement and any individual additional costs that any of Carnegie, Pawhuska, and Mangum should incur with eClinicalWorks for the provision of services to them pursuant to their respective version of the eClinicalWorks License Agreement. Carnegie, Pawhuska, and Mangum agree to pay Prague within ten (10) days of receipt of an invoice from Prague for any such expenses associated with the eClinicalWorks License Agreement.

2. Miscellaneous.

2.1 Further Assurances. At any time and from time to time after the Effective Date, at any Party's request and without additional consideration, the other Party or Parties will execute and deliver such other instruments as the other Party may deem

reasonably necessary in order to more effectively consummate the transactions contemplated in this Agreement.

2.2 Integration; Amendment. This Agreement and any other documents and instruments described herein constitute the entire agreement of the Parties with respect to the subject matter hereof and may not be modified, amended, or terminated except by a written agreement specifically referring to this Agreement signed by the Party against whom enforcement is sought.

2.3 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

2.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each Party hereto, its parent entities, successors, and assigns.

2.5 Execution in Counterparts. This Agreement may be executed in multiple counterparts (including by means of facsimile or other electronic media), all of which taken together shall be deemed one original instrument.

2.6 Confidentiality. All the Parties hereto shall, and will cause their respective officers, employees, agents, partners, beneficiaries, advisors, representatives and affiliates to, maintain in confidence, not use to the detriment or disparagement of another party hereto, or otherwise disclose (a) any provision of this Agreement or (b) any written, oral, or other information obtained in confidence from another Party or affiliate of a Party in connection with this Agreement or the transactions contemplated under this Agreement, unless (i) such information is already known to such person or such information becomes publicly available through no fault of such Party, or (ii) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

[Signature page follows this page.]

The parties have executed this Fee Sharing Agreement on August____, 2023, to be effective as of August____, 2023.

"Prague"

Prague Family Clinic, Inc., an Oklahoma not-for-profit corporation

By: _____
_____, Its _____

"Carnegie"

Carnegie Tri County Municipal Hospital, Inc., an Oklahoma not-for-profit corporation

By: _____
_____, Its _____

"Pawhuska"

Pawhuska Hospital, Inc., an Oklahoma not-for-profit corporation

By: _____
_____, Its _____

"Mangum"

Mangum City Hospital Authority, an Oklahoma public trust, d/b/a Mangum Family Clinic

By: _____
_____, Its _____