

ACCOUNT INFORMATION

Name of Facility:	Mangum Regional Medical Center			Contact Salutation & Name:	Kelley Martinez
Address:	1 Wickersham St			Title:	CEO
City:	Mangum	State:	OK	Zip:	73554
Phone Number:	(580) 782-3353	Fax Number:			
Web Address:	http://www.mangumregional.org/			Contact's Phone Number:	(580) 782-3353
				Parent Name:	Cohesive Healthcare Management

PRIMARY SERVICE

☐ Ambulatory Care	☐ Healthcare Business	☐ Laboratory Free Standing	☐ Surgery Center
☐ Dentistry	☐ Home Care	☐ Long-Term Care Facility	☐ Veterinary
☐ Durable Medical Equipment	☒ Hospital	☐ Non-Health	☐ Other (Please Specify)
☐ First Responders	☐ Imaging Center	☐ Pharmacy	

GROUP PURCHASING PLAN AGREEMENT

WellLink GPO operates a group purchasing program (the "Program") in which Participants may purchase products from participating vendors at discounted prices. Participant desires access to the Program pursuant to the terms and conditions of this Agreement.

- Participation in the Program. Participant agrees to program participation and understands and agrees that the participating vendors and available products may change from time to time. Participant shall place orders for products with and make payments to the participating vendors.
- Compensation to WellLink GPO. Participant understands and acknowledges that as compensation for operating and maintaining the Program, WellLink GPO shall receive compensation from the participating vendors in an amount of Three Percent (3%) or less of the purchase price of the products provided by such vendors. On an annual basis, WellLink GPO shall provide written disclosure to Participant as to the amount of such compensation received by WellLink GPO from each participating vendor during the prior year with respect to purchases made by Participant.
- Authorization for Velocity / Connection Reports and Price Activation. By signing below you are hereby authorizing WellLink GPO to obtain from your suppliers/distributors velocity reports and, contract connection reports. You are also authorizing WellLink GPO to Price Activate contracts for the the products you are currently using or contracts you shall use in the future, where applicable.
- Term and Termination. The term of this Agreement shall commence on the date first written below and continue indefinitely. However, either party may terminate this Agreement at any time, for any reason or no reason, upon one hundred eighty(180) days prior written notice to the other party. Provided, that, in the event of such termination, each party shall continue to be responsible for its obligations hereunder through the effective date of termination.
- Granted Permission. Participant grants WellLink GPO permission to use any written and/or verbal commendations regarding the WellLink GPO program in future print and digital marketing materials.

CONFIDENTIAL DISCLOSURE AGREEMENT

WellLink GPO and Participant agree that they may participate in certain meetings. It is contemplated that in the course of such meetings, WellLink GPO and Participant will have access to certain confidential information and that such information constitutes valuable, special and unique property of WellLink GPO or Participant. In consideration of the mutual benefits derived or that may be derived by each party as the result of attendance at such meetings, WellLink GPO and Participant hereby agree, covenant and warrant as follows:

- WellLink GPO and Participant:
 - Recognize and acknowledge that they will have access to certain confidential information including, but not limited to, WellLink GPO and Participant business operations, customer relationships, financing, pricing and marketing data, and that such information constitutes valuable, special and unique property of WellLink GPO or Participant.
 - Agree to maintain the confidentiality of the Program and all Program materials, including, but not limited to, price information, contract terms and vendor lists, that they will not, for any reason or purpose whatsoever, disclose any such confidential information to any party external to WellLink GPO and Participant without expressed authorization of WellLink GPO or Participant to do so. This obligation shall survive termination of this Agreement. Upon such termination, Participant shall promptly return all Program materials to WellLink GPO, and WellLink GPO shall promptly return to participant, or destroy, all confidential information received from Participant.
- WellLink GPO and Participant further agree that it will not make use of, either directly or indirectly, for the benefit of any third party any such information in a manner that would be detrimental to WellLink GPO or the Participant or its subsidiaries or affiliates.
- WellLink GPO and Participant acknowledge that the restrictions contained in paragraphs 1 and 2 hereof are necessary and important.
- Paragraphs 1 and 2 of this Statement shall be effective to the full extent permitted by law. **Applicable Law.** This Agreement shall be governed by Ohio law.

Member Signature

Print Name:	Kelley Martinez	Title:	CEO	Date:	
Sales Rep:		Service Rep:		Potential Volume:	