

Exhibit 1(d)
Laboratory Distribution
Member Letter of Participation

As a facility participating in Alliant Purchasing, LLC, Mangum City Hospital Lab ("Facility" Name) _____ (Account Number), of Mangum, OK _____ (City & State) desires to participate in the Corporate Program Agreement between Medline Industries, LP ("Medline") and Alliant Purchasing, LLC and Health Affiliated Services, LLC ("Alliant"), dated and effective 10/01/2022 ("Agreement"). By executing this Letter of Participation ("LOP"), Facility acknowledges the terms addressed in the Agreement.

The terms of sale and pricing identified in the Agreement are effective as of date of last signature (First day of distribution).

1. Facility will provide Supplier with the opportunity to convert Non-Medline Brand Product sales hereunder to Medline Brand Product sales, provided price, quality and service are equal to or better than current product or contract arrangements.

Contingent upon an eighty-five percent (85.00%) commitment of Facility's Lab Distribution volume of products which Medline is able to distribute as a Prime Vendor distributor, the following Laboratory Distribution markups shall apply.

LAB Distribution	
PRODUCT CATEGORY	DISTRIBUTION FEE
Non-Medline Brand Contract Products - Bulk	1.00% Additive
Medline Self-Manufactured/Private Label - Bulk	0.00%

2. Surplus Products Policy. As part of Supplier's LOP with each participating Facility, Supplier is ordering into stock Products per Supplier Stocking Policy specific for distribution to such Facility.

Supplier will maintain a maximum sixty (60) day inventory level for each Facility. Because Supplier is bringing Products in specifically to Facility's branch and specifically for Facility, Supplier reserves the right to implement the following for any product which after ninety (90) days has not been ordered:

- a. Sell Products to other established accounts serviced from the same distribution branch.
- b. Stock transfer Products to other established accounts (Facility would be responsible for any associated freight and stock transfer fees, but only if the other account is serviced from a different distribution branch), or
- c. Invoice Facility under the purchase order "SURPLUS" unless a separate purchase order is provided for any quantity of goods which after ninety (90) days have not been ordered by Facility, or
- d. Return the Products and assess Facility any restocking or freight charges that Supplier would incur by returning the Products to the manufacturer.

3. Freight Policy. FOB destination on combined scheduled shipments of \$250.00 or more on all stock Products located at Facility's primary shipping branch in the United States. Freight charges will be added to emergency overnight shipments and stock Products where usage is in excess of 125% of communicated forecast which are required to be stock transferred or shipped overnight, and to any Product that is not stocked for the Facility in their primary shipping branch. Manufacturer drop ship charges and FOB shipping point terms of distributed manufacturers will be assessed by Supplier to the Facility, together with all other applicable freight charges.

4. Payment Terms. Payment terms are net forty-five (45) days. Facility shall pay interest of 1% per month on all unpaid invoices over 45 days. In addition, Supplier reserves the right to increase the price or mark-up on products by ½% for every 30 days Facility is over terms. Facility agrees to partially pay all undisputed portions of invoices within the agreed upon terms and not hold entire invoices from payment that contain disputed line items. All claims for adjustments or credits for billing errors and other discrepancies are deemed waived if not made within 180 days of invoice. Supplier will only accept payment by check, money order or Automated Clearing House (ACH)/Electronic Funds Transfer (EFT).

In addition to the Agreed Price, Facility shall be responsible for the payment of all applicable sales, use, retailer's, occupation tax and any excise tax incurred by Supplier on all Products and Services provided to Facility pursuant to this Agreement and the LOP. To the extent these taxes are applicable, one hundred percent (100%) thereof shall be added to invoices and paid in full by Facility, unless Facility is exempt from such taxes and furnishes Supplier with a certificate of exemption in a form reasonably acceptable to Supplier. In the event a Facility claims exemption under this Agreement, the Facility agrees to indemnify and hold Supplier harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges.

5. Advance Notification Policy for Price Changes. Supplier will identify the key individual(s) at GPO and each Facility to notify of price changes. Supplier's pricing team will directly communicate with the individual(s) any and all changes related to pricing.

- Supplier maintains contract pricing on file as mutually agreed between GPO and vendor, and confirmed by vendor to Supplier.
- Price changes are communicated from Supplier to GPO and Facility via an EDI 832 – price file, or electronic (Excel) spreadsheet, or via Supplier's proprietary on-line portal.
- GPO price changes will be communicated by the Facility's GPO communication method.

Supplier's current policy regarding contract pricing extensions:

- Supplier's goal is to provide thirty (30) days or more advance notification. Supplier will make all commercially reasonable efforts to provide GPO and Facility such advanced notification.
- Vendors are requested to provide Supplier with a minimum of 45 days prior notice of any contract price changes in order for Supplier to provide thirty (30) day advance notification to GPO and Facility.
- Supplier follows the procedure below in managing expiring vendor pricing:
 - Sixty (60) days prior to pricing expiration date, Supplier's contract department will contact vendor requesting replacement pricing or extension of existing pricing.
 - If no response to the above is received thirty (30) days prior to expiration date, Supplier will follow up with vendor.
 - If no response is received from above, Supplier will place follow-up calls and / or emails to the vendor requesting updated information. At this time, Supplier will also request GPO's assistance in soliciting contract pricing from vendor during this process.
 - 10 days prior to contract expiration, if no updated information is received from vendor, Supplier will send GPO and Facility notification of new pricing (usually non-contract pricing).

If a vendor sends Supplier late notification of contract price changes (less than 45 days' notice) and Supplier is prohibited from auto extension with vendor, Supplier will load new pricing within 3-5 days from date of notification from vendor.

6. Communication and Termination. The parties agree to communicate, at least on a quarterly basis, about the progress and issues raised in performing this Agreement. Supplier agrees to participate in quarterly business reviews as reasonably requested by GPO. Either party may terminate this Agreement without cause prior to the expiration of its term by providing to the other party at least ninety (90) days written notice prior to the effective date for the termination

Supplier reserves the right to terminate the participation of Facility under this LOP for cause and discontinue shipping in any event of default. An event of default by Facility hereunder shall refer to (a) the failure of Facility to pay any amount of the indebtedness evidenced hereby when due; (b) the insolvency of Facility or its general failure to pay or its admission in writing of its inability to pay debts as they become due; (c) the application for, consent to or acquiescence of Facility in the appointment of a trustee, receiver, or other custodian for Facility, who makes a general assignment for the benefit of creditors; (d) the filing of a petition in bankruptcy by or against Facility and the failure of Facility to dismiss the bankruptcy case or proceeding commenced thereby within thirty (30) days following such filing; (e) any failure to pay any trade payables when due to Payee, except any amounts that are being contested by Facility in good faith; (f) sale of the assets or any substantial portion of Facility's assets.

Either party may terminate this Agreement without cause for its convenience, but only on 90 days prior notification to assist in the

operational transition.

In the event of termination, Facility will be obligated to pay Supplier for Supplier’s entire inventory of any custom items (i.e., Medline and non-Medline kits and trays).

7. **Extraordinary Circumstances.** The following provision applies for the duration of any Extraordinary Circumstance that may occur during the term of this Agreement and overrides any other conflicting provisions of this Agreement. For purposes of this provision, “Extraordinary Circumstance” means any of the following events if it causes an increase in the cost of supply of a product under this Agreement, or delays or results in a reduction in volumes of a product, and such increase in cost, delay or reduction in volumes is outside of the reasonable control of Supplier, which includes: (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado, volcanic eruption, tsunami, landslide, explosion, epidemic, or pandemic, including the COVID-19 pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) quarantine, embargo, tariff, blockade, or any other action or order by a governmental authority, including change or proposed change of laws or regulations, or declaration of a state of emergency; (e) strikes, labor stoppages or slowdowns, or other industrial disturbances; (f) disruption in the supply of adequate power, fuel, materials, components, or communications or transportation facilities, or other commercial impracticability (e.g., because performance is medically inadvisable for those persons involved); or (g) global shortages in product supply caused by (a)-(f) above or other occurrences. If an Extraordinary Circumstance occurs, then Supplier may, at its option and with written notice to GPO and Facility, take any or all of the following actions:

- a. Increase the pricing for the product(s) impacted by the Extraordinary Circumstance for all orders that are received or to be fulfilled during the period of the Extraordinary Circumstance to account for increased costs incurred by Supplier attributable to the Extraordinary Circumstance. After receipt of Supplier’s notice of the applicable price increase, Facility will have five (5) business days to terminate any pending orders for the products that are the subject of Supplier’s notice.
- b. Allocate available quantities of the product(s) impacted by the Extraordinary Circumstance among Supplier’s customers, which may involve reducing the size of Facility’s pending orders.
- c. Adjust delivery arrangements and timelines for pending orders for product(s) impacted by the Extraordinary Circumstance to the extent necessary as determined by Supplier acting reasonably.
- d. Reject pending or new orders for the product(s) impacted by the Extraordinary Circumstance.

If an Extraordinary Circumstance occurs and impacts Supplier’s ability to supply a Product for ninety (90) days or more, then Facility may, at its option and with written notice to Supplier, terminate Facility without penalty. Additionally, the parties shall negotiate in good faith any modifications to spend minimum commitments.

8. **Facility Authorization.** By signing this LOP, Facility is authorizing Supplier to submit a letter naming Supplier as Facility’s prime vendor distributor to the manufacturing community for purposes of accessing pricing contracts as part of this distribution agreement.

9. **Credit and Additional Security.** This LOP and future extensions of credit hereunder are subject to Supplier’s standard credit policies, which include the disclosure of necessary financial information, assurances, and the execution of security agreements, if deemed necessary by Supplier. In the event such information, assurances and/or agreements are requested, but not received by Supplier then Supplier reserves the right to terminate Facility for cause, discontinue shipping, or reduce applicable credit limits.

Supplier	Facility
Signature	Signature
Printed Name	Printed Name
Title	Title