

SPECIALTY PHARMACEUTICAL PURCHASE AND SALE AGREEMENT

This Specialty Pharmaceutical Purchase and Sale Agreement (this “Agreement”), entered into as of November 1, 2024 (the “Effective Date”), is between Mangum City Hospital Authority d/b/a Mangum Regional Medical Center, an Oklahoma public trust (the “Company”) and ASD Specialty Healthcare, LLC, a California limited liability company, with respect to its operating division, ASD Healthcare (“ASD Healthcare”).

Recitals

- A. The Company is a health system or integrated delivery network that dispenses pharmaceutical products to their patients/customers.
- B. ASD Healthcare is a national distributor of pharmaceutical and other products available through the specialty distribution channel (“Products”).
- C. The parties wish to enter into this Agreement to govern the terms and conditions under which the Company may purchase Products from ASD Healthcare.

Agreement

The parties agree as follows:

1. Available Products; Purchase and Sale of Products.

- 1.1. *Purchase and Sale of Products.* Subject to and in accordance with the terms and conditions of this Agreement, ASD Healthcare may sell Products to the Company, and the Company may purchase Products from ASD Healthcare.
- 1.2. *Available Products.* Products available through ASD Healthcare including, but not limited to: (i) intravenous immunoglobulin, albumin products, hyper-immune globulin products, anti-hemophilic factors, plasma, and recombinant products (“Plasma Products”); (ii) specialty and oncology products as designated in the Oncology and Specialty sections of ASD Healthcare’s product catalog (“Specialty/Oncology Products”); (iii) vaccines; (iv) cellular therapy products, human gene therapy products and CAR-T therapy products (“Cell and Gene Therapies”); (v) and other specialty products which are included in the ASD Healthcare product catalog (subsections (i)-(v), collectively, “ASD Products”).

2. Customer Application.

- 2.1. *Submission and Incorporation of Customer Application.* The Company has executed and submitted to ASD Healthcare a Customer Application. The terms and conditions set forth in a Customer Application signed by the Company are in addition to the terms and conditions set forth in this Agreement and are incorporated by reference herein.
- 2.2. *Compliance with ASD Healthcare Standards.* The sale of Products by ASD Healthcare to the Company is subject to the Company’s meeting ASD Healthcare’s commercially reasonable business standards, including but not limited to creditworthiness standards, licensing

requirements, certification that all Products are purchased for the Company's "own use," and compliance with applicable legal requirements. The Company acknowledges that it must provide appropriate licensure for ASD Healthcare to legally sell and deliver Products to a particular ship-to location.

3. Pricing and Terms of Payment; Credit and Financial Condition.

3.1. *Pricing and Terms of Payment.* Pricing for Products purchased by the Company from ASD Healthcare is set forth on Exhibit A. Pricing includes one administrative fee to a GPO designated in writing by the Company on ASD Healthcare's GPO Declaration Form. The Company may be invoiced for Products directly by ASD Healthcare or by ASD Healthcare's affiliate, AmerisourceBergen Drug Corporation ("ABDC"). If the Company chooses to be invoiced directly by ASD Healthcare, terms of payment for such purchases are net 30 days, unless otherwise agreed to in writing by ASD Healthcare for a particular Product purchase only. Any modification to net 30 days terms agreed to in writing by ASD Healthcare for a particular Product or purchase will not apply to any other Product or purchase.

3.2. *Credit and Financial Condition.* The Company acknowledges that the pricing and payment terms offered by ASD Healthcare under this Agreement are an extension of credit based upon its evaluation of the Company's financial condition as of the Effective Date, based on information supplied by the Company. Upon request, the Company will provide financial statements and other evidence of its financial condition to ASD Healthcare necessary to establish, in ASD Healthcare's sole opinion, the Company's ability to perform its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, ASD Healthcare reserves the right to put the Company on a credit hold and/or require prepayment by the Company before delivery of Product, based on ASD Healthcare's evaluation of the Company's financial condition.

4. Shipping.

4.1. *Title and Risk of Loss.* ASD Healthcare will deliver Products to the Company FOB destination. Title to, and risk of loss for, Products will pass to the Company upon delivery of Products to the Company. ASD Healthcare agrees to exercise commercially reasonable diligence in delivering Products ordered by the Company.

4.2. *Shipping Fees.* ASD Healthcare will assess additional charges for emergency or expedited shipping requests. ASD Healthcare shall make deliveries using contracted third party couriers, or common carriers. ASD Healthcare shall deliver temperature-sensitive Products in insulated containers capable of maintaining the appropriate temperature during transport.

5. Prime Vendor Requirements. The Company must purchase from ASD Healthcare no less than 95% of all Products that the Company purchases, measured by both the quantity and the dollar volume of Product purchases. If the Company does not comply with this Section 5 during any applicable quarter of this Agreement, the Company shall not be eligible for the discount and/or rebate set forth in Exhibit A for the following quarter. Upon ASD Healthcare's written request, the Company shall provide its usage of Products and other information reasonably requested by ASD Healthcare, in compliance with any confidentiality obligations of Company, to determine the Company's compliance with this Section 5.

6. Availability of Products. ASD Healthcare's ability to fill orders depends upon Product availability from the Product's manufacturers, and ASD Healthcare will not be liable for Product unavailability or delays.
7. Confidentiality. Each party and their respective employees or representatives ("Receiving Party") will protect all proprietary and confidential information ("Confidential Information") disclosed by the other ("Disclosing Party") and will not use or disclose it except in connection with the implementation of this Agreement or as otherwise agreed. The pricing of Products purchased by the Company pursuant to this Agreement are confidential. Confidential Information does not include information (a) available on a non-confidential basis or (b) known or able to be formulated by Receiving Party. Neither party may disclose Confidential Information (other than to each party's attorneys, accountants, and other third-party professionals who are bound by confidentiality obligations at least as stringent as provided herein) except to the extent required by compulsory legal process.
8. Representations and Warranties.
 - 8.1. *By ASD Healthcare.* ASD Healthcare hereby represents and warrants to the Company that (i) ASD Healthcare has authority to enter into and perform this Agreement without restriction and this Agreement is a valid and binding obligation of ASD Healthcare, (ii) the execution, delivery and performance of this Agreement by ASD Healthcare has been duly authorized by all necessary corporate actions.
 - 8.2. *By the Company.* The Company hereby represents and warrants to ASD Healthcare that (i) the Company has authority to enter into and perform this Agreement without restriction and this Agreement is a valid and binding obligation of the Company, (ii) the execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate actions.
 - 8.3. *Disclaimer.* The Company hereby acknowledges that ASD Healthcare is not the manufacturer of any Products, and ASD HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS. No oral or written information provided by ASD Healthcare, its employees or other representatives will create any such warranty.
9. Indemnification. Each party ("Indemnifying Party") will indemnify and defend the other, its employees and representatives ("Indemnified Party") against all third-party claims and associated damages (including reasonable attorneys' fees and expenses) ("Claim") to the extent caused by the Indemnifying Party's (a) negligence or willful misconduct in connection with its performance of this Agreement, or (b) breach of any representation or covenant under this Agreement. Failure to give prompt written notice of a Claim will not relieve Indemnifying Party of liability except to the extent caused by the failure. Indemnifying Party will defend a Claim with counsel reasonably satisfactory to Indemnified Party and Indemnified Party will cooperate fully in this defense.
10. LIMITATION OF LIABILITY. IN NO EVENT WILL ASD HEALTHCARE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT.

11. Term and Termination

- 11.1. *Term.* This Agreement is effective as of the Effective Date and will continue until October 31, 2029, unless sooner terminated under the terms of this Agreement. Thereafter, the term may be extended upon written mutual agreement of the parties.
- 11.2. *Termination for Breach.* Either party may terminate this Agreement for cause, upon ten days' written notice of a material default to the other party with a reason for termination, and failure of that party to cure the default within the ten-day period.
- 11.3. *Termination for Specific Events.* Either party may immediately terminate this Agreement upon written notice to the other party upon the other party's: (i) filing an application for or consenting to appointment of a trustee, receiver or custodian of its assets; (ii) having an order for relief entered in Bankruptcy Code proceedings; (iii) making a general assignment for the benefit of creditors; (iv) having a trustee, receiver, or custodian of its assets appointed unless proceedings and the person appointed are dismissed within 30 days; (v) insolvency within the meaning of Uniform Commercial Code Section 1-201 or failing generally to pay its debts as they become due within the meaning of Bankruptcy Code Section 303(h)(1), as amended; or (vi) certification in writing of its inability to pay its debts as they become due (and either party may periodically require the other to certify its ability to pay its debts as they become due) (each, a "Bankruptcy Event"). Each party agrees to provide immediate notice to the other party upon a Bankruptcy Event. ASD Healthcare may terminate this Agreement upon written notice to the Company if the Company fails to pay any amount due under this Agreement and the failure continues for 5 days after receiving notice.
- 11.4. *Effect of Termination.* The rights and obligations of the parties contained in Sections 7 through 12 of this Agreement, any payment obligations, and any other provision if its context shows that the parties intend it to survive, will survive expiration or termination of this Agreement and, except as expressly provided, expiration or termination will not affect any obligations arising prior to the expiration or termination date.

12. Miscellaneous Provisions

- 12.1. *Waiver.* No waiver of any breach of any one or more of the conditions or covenants of this Agreement by a party will be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future, or a waiver of a breach of any other condition or covenant of this Agreement.
- 12.2. *Notices.* Any notice, request or other document to be given under this Agreement to a party will be effective when received and must be given in writing and delivered in person or sent by overnight courier or registered or certified mail, return receipt requested, as follows:

If to the Company: Mangum City Hospital Authority
1 Wickersham Drive
Mangum, OK 73554

If to ASD Healthcare: ASD Specialty Healthcare, LLC
Attn: President
1 West First Avenue
Conshohocken, PA 19428

with a copy to: AmerisourceBergen Specialty Group
Attn: Group General Counsel
1 West First Avenue
Conshohocken, PA 19428

- 12.3. *Joint Preparation.* Each party to this Agreement (i) has participated in the preparation of this Agreement, (ii) has read and understands this Agreement, and (iii) has been represented by counsel of its own choice in the negotiation and preparation of this Agreement. Each party represents that this Agreement is executed voluntarily and should not be construed against a party solely because it drafted all or a portion of this Agreement.
- 12.4. *Force Majeure.* No party will be responsible for any failure to perform its obligations under this Agreement (financial obligations excepted) if such failure is caused by acts of God, extreme weather, pandemics or epidemics, laws or governmental regulations or other causes that are reasonably beyond that party's control.
- 12.5. *Severability.* If any provision or the scope of any provision of this Agreement is found to be unenforceable or too broad by judicial decree, the parties agree that such provisions will be curtailed only to the extent necessary to conform to law to permit enforcement of this Agreement to its full extent.
- 12.6. *Entire Agreement; No Reliance.* Each of the parties agrees and acknowledges that this Agreement, together with any Customer Application and Credit Agreement signed by the Company and the attachments and exhibits referred to herein and therein (i) constitute the entire agreement and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the subject matter of this Agreement, and (ii) is not intended to confer any rights or remedies, or impose any obligations, on any person other than the parties hereto. Each of the parties expressly agrees and acknowledges that, other than those statements expressly set forth in this Agreement, the Customer Application, the Credit Application and the attachments and exhibits referred to herein and therein, it is not relying on any statement, whether oral or written, of any person or entity with respect to its entry into this Agreement or to the consummation of the transactions contemplated by this Agreement. This Agreement may be modified only by a written agreement signed by both parties. The parties are independent contractors. ASD Specialty Healthcare, LLC, operates three divisions – ASD Healthcare, Besse Medical and Oncology Supply and the parties agree that no liability for obligations or performance under this Agreement shall extend to the Besse Medical and Oncology Supply divisions.
- 12.7. *Governing Law.* This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its principles of conflict of laws.
- 12.8. *Successors and Assigns.* This Agreement is binding on and will benefit any and all successors, trustees, permitted assigns and other successors in interest of the parties.
- 12.9. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which constitute one and the same Agreement. This Agreement may be signed by the parties electronically. By signing this Agreement electronically, each party agrees that its electronic signature is the legal equivalent of a manual signature on this Agreement and each party consents to be legally bound by all of this Agreement's terms and conditions with the same force and effect as if the party had signed this Agreement manually.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the parties executes this Agreement of the Effective Date.

ASD Specialty Healthcare, LLC

Mangum City Hospital Authority

By:

By:

Name: Michelle Herron

Name:

Title: Vice President

Title: Board Chairman

EXHIBIT A

Product Pricing

1. Cost. “Cost” means, (i) with respect to any Products covered by a written agreement between ASD Healthcare and the group purchasing organization of which the Company is a member (the “GPO Agreement”), the price set forth in the GPO Agreement, (ii) with respect to any Product that is subject to Section 340B of the Public Health Service Act, the pricing under Section 340B of the Public Health Service Act, or (iii) with respect to any other Product, Wholesale Acquisition Cost.
2. ASD Healthcare Price of Goods. All ASD Products will be priced by ASD Healthcare in accordance with the ASD Product Catalog. To the extent that such taxes are applicable to Company, ASD Healthcare shall add to the billed amount for an ASD Product any applicable sales, use, business and occupation, gross receipts, excise, or other tax.