

COST PLUS DRUG PHARMACY PROGRAM AGREEMENT

THIS AGREEMENT (this “**Agreement**”) dated as of [DATE] (the “**Effective Date**”) is entered into between Mark Cuban Cost Plus Drugs Company, PBC (“**MCCPDC**”) and <CLIENT NAME> (“<**Client Name**>” or “**PAYOR**”). For the Purpose of the Agreement, MCCPDC and <Client Name> may be referred to collectively as the “**Parties**”.

R E C I T A L S

- A. MCCPDC provides to pharmacies network contracting services, wholesaler and product supply services;
- B. MCCPDC has been contractually authorized by the pharmacies listed on Exhibit A attached to this Agreement, as such Exhibit A may be amended from time to time in accordance with this Agreement (“**Participating Mail-Order Providers**”) to execute and deliver this Agreement on behalf of each of the Participating Mail-Order Providers;
- C. MCCPDC has been contractually authorized by certain retail pharmacies set forth in an active programming interface (API) maintained by MCCPDC, as may be amended from time to time in accordance with this Agreement (“**Participating Retail Providers**”) to execute and deliver this Agreement on behalf of Participating Retail Providers. For the purposes of this agreement, unless expressly stated otherwise, Participating Mail-Order Providers and Participating Retail Providers may be referred to collectively as the “**Participating Providers**”;
- D. Each of PAYOR, MCCPDC and each Participating Provider desire the Participating Providers to participate in all Benefit Plan and Benefit Sponsor networks managed by PAYOR (each, a “**Network**” and collectively, the “**Networks**”) for the purpose of supplying the prescription drugs listed on Exhibit B at the prices specified in such Exhibit (the “**Cost Plus Drug Program**” or the “**Cost Plus Drugs Affiliate Pharmacy Network Program**,” and collectively the “**Programs**”), as may be amended by PAYOR and MCCPDC from time-to-time.

NOW, THEREFORE, the Parties agree as follows:

Capitalized terms not otherwise defined herein shall have the meanings set forth below.

1. Definitions.

“Benefit Plan” means any healthcare plan, program, group or individual plan, policy, agreement or other arrangement sponsored, issued, or administered by a Benefit Sponsor which includes outpatient pharmaceutical services or benefits, or access to pricing under this Agreement in accordance with the terms of the Benefit Plan.

“Benefit Sponsor” means an entity, which sponsors, issues or administers a Benefit Plan, and has agreed with PAYOR to utilize one or more PAYOR-administered pharmacy networks and/or to allow PAYOR or a designated Claims processor to process and adjudicate claims for Prescription Drug Services.

“Claim” means any electronic or paper request for payment or reimbursement from a Participating Provider to PAYOR for providing covered Prescription Drug Services to Covered Persons under the Programs.

“Claims Data” means all data and information created or obtained by PAYOR or a designated Claims processor through the administration and processing of Claims, including all data submitted to PAYOR or a designated Claims processor online in accordance with NCPDP telecommunication standards.

“Clean Claim” means a Claim that has no defect or impropriety, including any lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on a claim.

“Cost Plus Drugs Affiliate Pharmacy Network” means the services provided by MCCPDC and offered to individuals and plans providing access to certain prescription drugs via in-person retail delivery to members at designated transparent prices and supplied by a network of retail pharmacy providers contracted with MCCPDC.

“Cost Plus Drug Program” means the services provided by MCCPDC and offered to individuals and plans providing access to certain prescription drugs via mail or delivery through common carrier to members at designated transparent prices and supplied by mail order pharmacy providers contracted with MCCPDC.

“Covered Person” means an individual who is enrolled in a Benefit Plan contracted with PAYOR for pharmacy benefit management services and eligible to receive covered prescription drugs under such plan.

“Enhanced Shipping Cost” means the reasonable and actual shipping charges per claim dispensed by Participating Mail-Order Providers for products requiring enhanced shipping (including cold chain management) to be submitted at the point of sale by Participating Mail-Order Providers.

“Mail-Order Dispensing Fee” means a fee per prescription paid to the dispensing Participating Mail-Order Provider as specified in Exhibit B.

“HIPAA” refers to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and amendments and implementing regulations thereto.

“Patient Pay Amount” means the amount a Covered Person must pay to Participating Provider at the time a Covered Item is dispensed as indicated by the claims adjudication system, which may include but is not limited to copayments, coinsurance, deductibles, transaction fees, access fees, and/or taxes.

“Prescription Drug Service” means a drug product, item or service which is covered under a Covered Person’s Benefit Plan and which is provided to a Covered Person pursuant to a prescription issued by a prescriber in accordance with this Agreement.

“Price Transparency Manufacturing Cost” means the negotiated price for MCCPDC to purchase the drug from the manufacturer as specified in Exhibit B.

“Provider Records” means records created by a Participating Provider documenting Prescription Drug Services to Covered Persons. Pharmacy Records include medical records, dispensing records, documentation of patient care, delivery logs, prescriptions, prescriber information, patient profiles, and the Participating Provider’s submitted drug and dispensing costs.

“Retail Dispensing Fee” means a fee per prescription paid to the dispensing Participating Retail Provider as specified in Exhibit B.

“Retail Provider Agreement” means all documents forming the underlying agreement between a Participating Retail Provider and PAYOR, including any provider participation agreement, schedules thereto, addenda, any provider manual and all attachments thereto, and information transmitted by PAYOR to Participating Retail Provider specifically designated by PAYOR as a forming part of the Retail Provider Agreement, which may include educational materials related to products, programs, services, and announcements. The Retail Provider Agreement shall define the relationship (if any) between Participating Retail Providers and PAYOR separate and apart from the Cost Plus Drug Program and/or the Cost Plus Drugs Affiliate Pharmacy Network.

“Standard Shipping Cost” means a fee per prescription dispensed by Participating Mail-Order Providers representing the flat rate shipping costs for standard shipping and paid to Participating Mail-Order Providers, as specified in Exhibit B.

“Total Ingredient Cost” means the reimbursement or request for payments submitted by Participating Providers for Claims set forth in Exhibit B of this Agreement.

2. MCCPDC’s Agency Authority.

MCCPDC represents and warrants to PAYOR that (i) it has been duly authorized by each Participating Provider to bind said Participating Providers to the terms and conditions of this Agreement including, without limitation, the authority to enroll and disenroll, as applicable, each such Participating Provider in the PAYOR Networks pursuant to a separate agreement between MCCPDC and each Participating Provider; (ii) it has been duly authorized by each Participating Provider to establish the Total Ingredient Cost for products covered under the Programs and to negotiate and agree to reimbursement rates to Participating Providers for Claims submitted by such Participating Providers pursuant to the Programs; (iii) it has been authorized by each Participating Mail-Order Provider to receive deidentified Claims Data on behalf of such Participating Mail-Order Providers for the purposes of pharmacy contracting, supply chain sourcing, and payment reconciliation; (iv) during the term of this Agreement, including all renewals, MCCPDC shall continue to possess the authority to individually bind Participating Providers to the terms and conditions of this Agreement, including all addenda and amendments to such agreement; and (v) it has authority to collect and retain the Price Transparency Markup payments due under this Agreement for claims submitted by Participating Retail Providers and, for the term of this Agreement and any renewals, shall continue to possess the authority to collect and retain such Price Transparency Markup payments for claims submitted by Participating Retail Providers.

3. **MCCPDC's Rights and Obligations.**

a. **Participation in PAYOR Networks and Benefit Plans.**

All Participating Providers shall be enrolled in Networks solely for the purpose of supplying Covered Persons with the prescription drugs covered under the Programs, which are listed on Exhibit B, attached hereto (hereinafter, "**MCCPDC Schedule**").

b. **Participation in Additional Networks.**

PAYOR and MCCPDC acknowledge and agree that each Participating Provider may become enrolled, or continue to be enrolled, in any pharmacy network administered by PAYOR pursuant to a direct agreement and subject to PAYOR's credentialing policies and procedures.

c. **Termination of Network Participation.**

MCCPDC may terminate any Participating Provider's participation pursuant to this Agreement in any Network by giving PAYOR written notice at (i) least ten days (10) prior to the effective date of termination or as soon as practical when MCCPDC terminates a Participating Provider for cause; or (ii) thirty (30) days' (or such longer period as may be required by applicable law) prior to the effective date of termination, which notice shall specify the effective date of termination, and the name of each Network and/or plan in which such Participating Provider will no longer participate pursuant to this Agreement. Such termination from Programs shall only apply to participation by such Participating Provider in the Programs but shall otherwise have no effect on a Participating Provider's participation in any other PAYOR network. Upon any such termination, Exhibit A shall be deemed amended accordingly with respect to the terminated pharmacy.

d. **Adding Participating Providers.**

i. **Participating Mail-Order Providers.**

MCCPDC may add a Participating Mail-Order Provider to Exhibit A by giving PAYOR written notice at least thirty (30) days prior to the effective date of participation. Exhibit A shall be deemed amended upon the effective date of such Participating Mail-Order Provider's participation.

ii. **Participating Retail Providers.**

MCCPDC may freely add a Participating Retail Provider at any time, and shall maintain an application programming interface ("API") containing all current Participating Retail Providers.

e. **Participating Provider Fulfillment.**

Notwithstanding any contrary provisions set forth in any agreement between Participating Provider and PAYOR, MCCPDC and PAYOR agree as follows:

- i. Participating Providers are permitted to provide Prescription Drug Services to Covered Persons through in-person hand delivery, shipping, mailing, or delivery by common carrier/courier/employee/contractor. Certain Participating Providers may charge Covered Persons additional fees for special

services (such as same day delivery services), but PAYOR shall be under no obligation to pay for such additional charges and they shall not be considered when calculating the appropriate reimbursement logic.

- ii. The relationship between pharmacists of Participating Providers and Covered Persons is that of pharmaceutical provider and patient. Participating Providers may refuse to fill, package or ship any prescription order with which the licensed pharmacists have a legitimate professional concern including, without limitation, suspicious orders, orders that may not be consistent with the patient's age, sex, weight, medical condition, or other professionally reasonable concern of the pharmacist provided, however, in such cases Participating Providers shall, by means of their licensed pharmacists, use commercially reasonable efforts to promptly confer with the applicable prescriber and, where possible, resolve such concerns with respect to such prescription orders in the clinical interest of the Covered Persons.
- iii. This Agreement is not intended to diminish or interfere with the independent professional judgment of the respective Participating Providers and their pharmacists.

f. **Assistance with Participating Providers.**

MCCPDC will provide to PAYOR any and all information reasonably available to MCCPDC that PAYOR needs to perform services to its Benefit Sponsor clients pursuant to this Agreement. Additionally, MCCPDC will take reasonable steps to assist PAYOR in its efforts to (i) resolve issues related to a Participating Provider's non-compliance with this Agreement and (ii) educate Participating Providers regarding any other matter PAYOR deems necessary to the extent reasonable.

4. **PAYOR's Rights and Obligations.**

a. **Provision of Certain Information.**

PAYOR may provide to Participating Providers all amendments and other documents, information, and materials required by or related to the submission of Claims pursuant to this Agreement including, without limitation, information intended to educate and inform Participating Providers of new plans, codes, programs and industry news ("**PAYOR Information**"), provided that, in the event of any conflict between any such PAYOR Information and an express provision of this Agreement, this Agreement shall control. PAYOR may notify MCCPDC of billing inaccuracies, audit findings, or other claims submission concerns related to Claims submitted by Participating Providers pursuant to this Agreement.

b. **Termination of Participating Provider.**

i. **Breach of Agreement or Agency Addendum.**

PAYOR reserves the right to terminate any Participating Provider for violations of the Agreement and/or an Agency Addendum. Except for terminations for reasons set forth in Section 4(b)(ii) below, PAYOR shall not terminate any Participating Provider from a Network with respect to the

Programs upon less than thirty (30) days prior written notice to MCCPDC. During such 30-day period, MCCPDC, PAYOR and Participating Provider, as applicable, shall enter into good faith discussions in an effort to rectify the circumstances that induced PAYOR to issue the termination notice.

ii. **Immediate Termination.**

PAYOR reserves the right to terminate any Participating Provider, effective immediately, pursuant to loss of required licensure by a Participating Provider; reasonable suspicion of a fraudulent act or act in violation of law by a Participating Provider; Participating Provider or any of its employees or subcontractors being listed on the OIG or GSA exclusion lists or is sanctioned under or expelled from participation in the Medicare, Medicaid, or other government programs; a governmental authority directs PAYOR to terminate its relationship with a Participating Provider; or Participating Provider becomes insolvent or files for bankruptcy.

5. **Participating Mail-Order Provider; Payment of Prescription Drug Services and Claims.**

Notwithstanding any contrary provisions set forth in any other agreement between PAYOR and a Participating Provider, all Claims for Covered Persons of Networks managed by PAYOR shall be submitted by the Participating Mail-Order Providers to PAYOR and PAYOR will remit payments on all clean Claims as submitted by Participating Mail-Order Providers in accordance with Fee Schedule detailed in Exhibit B of this Agreement, which shall set forth the total ingredient cost submitted for each prescription claim (“**Mail-Order Total Ingredient Cost**”).

The Mail-Order Total Ingredient Cost submitted by Participating Mail-Order Providers, and as set forth within the MCCPDC Schedule detailed in Exhibit B, must include:

- (a) The Price Transparency Manufacturing Cost; plus
- (b) The Price Transparency Markup; plus
- (c) The Mail-Order Dispensing Fee; plus
- (d) Standard Shipping Cost per claim; plus
- (e) Enhanced Shipping Cost representing the reasonable and actual shipping charges per claim for products requiring enhanced shipping (including cold chain management) to be submitted at the point of sale by Participating Providers.

When submitting Claims to PAYOR, PAYOR shall allow Participating Mail-Order Providers to submit the Total Ingredient Cost (as defined above) within NCPDP Field 409-D9, using the Basis of Cost Determination of “05” within the NCPDP Field 423-DN, or other format as agreed to by the Parties, which PAYOR will reimburse in full.

MCCPDC shall not provide central payment services to Participating Mail-Order Providers. PAYOR will remit payment for claims submitted directly to the Participating Mail-Order Provider. All payments will be net of the applicable Patient Pay Amount.

PAYOR will issue payments twice per each calendar month (i.e., twice-monthly processing cycle) and shall pay all approved Claims within thirty (30) days of the date that the Claim was submitted, or such shorter time as required by law.

Twice per each calendar month (or such greater frequency as agreed to by the Parties), PAYOR will provide to MCCPDC PAYOR's standard Claims-level data (including remittance advice) that is needed for MCCPDC to reconcile PAYOR's payments for Claims for covered Prescription Drug Services that adjudicate under the Cost Plus Drug Program pursuant to this Agreement. Such data shall be provided by PAYOR to MCCPDC in electronic format via secure FTP, secure email, or other secure and accessible format.

6. **Participating Retail Provider; Payment of Prescription Drug Services and Claims.**

Notwithstanding any contrary provisions set forth in any other agreement between PAYOR and a Participating Retail Provider, all Claims for Covered Persons of Networks managed by PAYOR submitted under the Cost Plus Drugs Affiliate Pharmacy Network Program shall be submitted by the Participating Retail Providers to PAYOR, and PAYOR will remit payments on all clean Claims as submitted by Participating Retail Providers.

The Retail Total Ingredient Cost submitted by Participating Retail Providers, and as set forth within the MCCPDC Schedule detailed in Exhibit B, must include:

- (a) The Price Transparency Manufacturing Cost (which shall be paid directly to the Participating Retail Provider);
- (b) The Price Transparency Markup (which shall be paid directly to MCCPDC);
- (c) The Transaction Fee (which shall be paid directly to MCCPDC); and
- (d) The Retail Dispensing Fee (which shall be paid directly to the Participating Retail Provider).

PAYOR agrees to reimburse all claims submitted by Participating Retail Providers for covered Prescription Drug Services at the rates set forth in Exhibit B, irrespective of any other agreement between Participating Retail Provider and PAYOR (including when such other agreement(s) may result in certain Claims adjudicating at a rate lower than the Retail Total Ingredient Cost). PAYOR further agrees that Claims submitted by Participating Retail Providers pursuant to Programs shall not be subject to other pricing mechanisms set forth in agreements between PAYOR and Participating Retail Providers, including, without limitation, maximum allowable cost ("MAC") lists or effective rate reconciliation.

MCCPDC shall not provide central payment services to Participating Retail Providers. PAYOR will remit payment for claims submitted directly to the Participating Retail Provider for the Price Transparency Manufacturing Cost and the Retail Dispensing Fee. PAYOR will remit the Price Transparency Markup and Transaction Fee directly to MCCPDC. All payments will be net of the applicable Patient Pay Amount. In the event the Retail Total Ingredient Cost is less than a Covered Person's applicable Patient Pay Amount under the Benefit Plan (i.e., zero balance claims), PAYOR shall still be obligated to remit the Price Transparency Markup to MCCPDC.

For Claims adjudicating under the Programs at the Retail Total Ingredient Cost, PAYOR will issue payments twice per each calendar month (i.e., twice-monthly processing cycle) to Participating Retail Providers for the Price Transparency Manufacturing Cost and the Retail Dispensing Fee and shall pay all approved Claims within thirty (30) days of the date that the

Claim was submitted, or such shorter time as required by law. Likewise, PAYOR will issue payments twice per each calendar month (i.e., twice-monthly processing cycle) to MCCPDC for the Price Transparency Markup and shall pay all approved Claims within thirty (30) days of the date that the Claim was submitted, or such shorter time as required by law.

Twice per each calendar month (or such greater frequency as agreed to by the Parties), PAYOR will provide to MCCPDC PAYOR's standard Claims-level data (including remittance advice) that is needed for MCCPDC to reconcile PAYOR's payments for Claims for covered Prescription Drug Services that adjudicate under the Cost Plus Drugs Affiliate Pharmacy Network Program pursuant to this Agreement. Such data shall be provided by PAYOR to MCCPDC in electronic format via secure FTP, secure email, or other secure and accessible format.

7. **Rebates**

a. **Ineligibility.**

Claims for Prescription Drug Services submitted by Participating Providers who participate in MCCPDC's Programs shall not be subject to any manufacturer rebates (whether post-point of sale, pre-point-of-sale, buy side or otherwise) agreement entered into between PAYOR, or on behalf of PAYOR, its subsidiaries, affiliates, or subcontractors, and pharmaceutical manufacturers. Neither PAYOR, nor its Benefit Sponsor clients, nor any other third party acting on their behalf shall submit any Claims to manufacturers seeking rebates.

b. **Representations and Warranties.**

MCCPDC represents and warrants that, to the extent rebates or discounts are provided by or received from pharmaceutical manufacturers, the full value of such rebates and/or discounts shall be utilized to establish the Price Transparency Manufacturing Cost, and shall not be used to create spread pricing, with the exception of the Price Transparency Markup.

8. **Confidential and Proprietary Information.**

Subject to each party's ability to disclose confidential information described herein as necessary to comply with any disclosures and/or reporting requirements under any applicable federal or state laws, MCCPDC and PAYOR shall each maintain the confidentiality of the terms, conditions and contents of this Agreement (including any and all Exhibits), and shall each maintain the confidentiality of any confidential and/or proprietary information (including any and all combinations of information) ("Confidential Information") disclosed by the disclosing party (directly or indirectly), including, without limitation, information or data (i) designated as confidential or proprietary by designating party, or (ii) otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information may include information of a third-party that is in possession of the disclosing party and is disclosed to the receiving party under this Agreement.

Confidential Information shall not include information that: (i) the receiving party can show by then-contemporaneous written records to have been in its possession without confidentiality obligations prior to receiving the information from the disclosing party, (ii) is

now or later becomes generally available to the public without a duty of confidentiality through no fault or omission of the party receiving the information, or (iii) is received from a third-party which had the right to disclose the information without an accompanying duty of confidentiality and without a breach of such third-party's obligations or confidentiality.

Except as expressly provided in this Agreement, neither party shall (i) disclose the other party's Confidential Information to its employees (excepting for those who have a need-to-know to carry out the purposes of this Agreement), representatives, affiliates or third-parties or (ii) use the other party's Confidential Information, either directly or indirectly, for its own benefit or the benefit of any third-party. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party. Without limiting the foregoing, the receiving party shall take at least those measures that it employs to protect its own Confidential Information of a similar nature (in any case no less than a reasonable degree of care). The receiving party shall promptly notify the disclosing party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of the disclosing party's Confidential Information.

Immediately upon the expiration or other termination of this Agreement, or upon earlier written request of the disclosing party, each party, upon written request, shall return to the other party or destroy with written certification of same any and all copies or extracts of the other party's Confidential Information other than as may be reasonably necessary or useful to exercise its surviving rights under this Agreement, provided that one (1) copy may be kept for archival purposes pursuant to the confidentiality and disclosure requirements of this Agreement. All Confidential Information disclosed by a party under this Agreement is and shall remain the exclusive property of the disclosing party and the disclosing party shall retain all rights, title and interest therein.

Nothing in this Section or elsewhere in this Agreement shall prevent the disclosure or use by either party of the other party's Confidential Information that is either (i) legally required for such party to comply with any data collection, maintenance, security or submission requirements of, or audits, examinations or investigations by, CMS, HHS or any other governmental authority or (ii) requested or required by applicable law or regulations and made by such party in accordance with this Section, in which case the receiving party shall immediately notify the disclosing party of such request or requirement to the extent permitted under law. If disclosing party waives the receiving party's compliance with this Agreement or fails to timely obtain a protective order or other appropriate remedy such that receiving party is compelled to disclose, the receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

In the event of a dispute that proceeds to litigation in a public proceeding, the Parties agree to jointly seek a protective order to maintain the confidentiality of any and all proprietary materials or information that may be disclosed in that proceeding.

The Parties acknowledge and agree that any unauthorized disclosure or use of the other party's Confidential Information is a material breach of this Agreement and would cause the other party immediate and irreparable injury or loss that cannot be fully remediated by monetary

damages and that that monetary damages would be difficult to ascertain in the event of any breach of this section. The Parties agree that in the event of a violation of this section, without limiting any other rights and remedies, an injunction may be sought against the breaching party for breach or threatened breach of this section, without the requirement to post bond.

The obligations in this Section shall survive until five (5) years from the termination or expiration of this Agreement.

9. **Data Ownership.**

Without the prior written consent of MCCPDC, PAYOR may not use information from services provided under this Agreement for any purpose other than administration of this Agreement. Each Party will use commercially reasonable efforts to maintain the proprietary character of the other Party's respective data.

10. **Audit.**

Upon reasonable notice and during MCCPDC's regular business hours, PAYOR, government agencies, and their respective authorized agents, designees, and/or representatives shall have the right for the term of the Agreement and for six (6) years thereafter (or such longer period required by law), to review, audit, examine, and inspect MCCPDC's records for compliance with the pricing terms of this Agreement.

11. **Leased Retail Network.**

PAYOR acknowledges and agrees that the Cost Plus Drugs Affiliate Pharmacy Network Program is a leased network, with MCCPDC's responsibilities being limited to causing such Participating Retail Providers to allow Covered Persons to obtain Prescription Drug Services at the rates set forth herein. The responsibility for all credentialing, auditing and other contracting functions shall remain with PAYOR. PAYOR acknowledges and agrees that for Claims submitted by Participating Retail Pharmacies under the Cost Plus Drugs Affiliate Pharmacy Network Program, Participating Retail Pharmacies' actual acquisition costs may be lower than the Price Transparency Manufacturing Cost. PAYOR shall be required to remit the Price Transparency Manufacturing Cost as set forth in MCCPDC's API protocol irrespective of Participating Retail Provider's actual acquisition costs.

12. **Indemnification.**

a. **Indemnification by MCCPDC.**

MCCPDC agrees to defend and indemnify PAYOR, its members, officers, employees, representatives, and affiliates from and against all claims or suits asserted by any third party(ies) and related losses, damages and expenses, including but not limited to reasonable attorneys' fees, costs and expenses, arising from MCCPDC's fraud or willful misconduct.

b. **Indemnification by PAYOR.**

PAYOR agrees to defend and indemnify MCCPDC from and against all claims or suits asserted by any third party(ies) and related losses, damages and expenses, including but not limited to reasonable attorneys' fees, costs and expenses, arising from PAYOR's fraud or willful misconduct.

13. **Limitation of Liability.**

Except for the indemnification liabilities set forth in Section 13 (Indemnification) and Section 9 (Confidentiality), in no event shall either party be liable to the other party for indirect, incidental, consequential or special damages of any nature, lost profits or savings, punitive damages, injury to reputation or loss of customers or business (even if informed of their possibility), except as required by law.

14. **Term.**

Unless earlier terminated in accordance with the provisions of this Agreement, the Agreement will begin on the Effective Date and will remain in effect for an initial term of three (3) years (“Initial Term”) and will automatically renew for successive terms of one (1) year (each a “Renewal Term”) unless either party notifies the other of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the initial term or the then current renewal term.

a. **Termination With Cause.**

If a party commits a material breach of this Agreement, then the non-breaching party may terminate this Agreement in its entirety upon delivering thirty (30) days prior written notice to the breaching party, unless the breaching party cures the breach during such thirty (30) day period.

b. **Termination Without Cause.**

After the Initial Term, either party may terminate this Agreement, with or without cause, upon one hundred eighty (180) days’ prior written notice to such other party.

c. **Termination Upon Bankruptcy.**

Either party may terminate this Agreement effective immediately upon written notice of such termination to the other party if the other party, for a period of ninety (90) days, ceases to be actively engaged in business or becomes insolvent, which for purposes of this subsection shall mean that the party voluntarily files or has filed involuntarily against it a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code, and does not return to solvency before the expiration of the ninety (90) day period.

d. **Termination Upon Exclusion.**

Either party may terminate this Agreement, effective immediately, upon delivery of written notice to the other party, in the event that a legal action is initiated by a governmental authority to exclude or debar the other party from participation in any Federal or State health care program pursuant to 42 U.S.C. § 1320a-7.

e. **Change of Control, Merger.**

Each Party shall provide the other Party with immediate notice in the event it undergoes a change of control, merges with, acquires or is acquired by, or establishes a strategic alliance with another entity.

f. **Survival of Certain Provisions.**

Notwithstanding the termination of this Agreement, Sections 9 (Confidentiality) and 10 (Data Ownership) and any obligations that arise prior to the termination of the Agreement shall survive such termination.

15. **Notices.**

Except otherwise specified elsewhere in this Agreement, any required notice shall be in writing and shall be deemed to have been duly given upon the date sent when delivered by electronic mail to an email address that has been provided to the sender by the addressee for purposes of such notice (provided that such mail is not returned to sender as undeliverable), in each case to the following address or email address with applicable postage or delivery charges prepaid:

If to PAYOR:

<INSERT PAYOR ADDRESSES>

If to MCCPDC:

Mark Cuban Cost Plus Drug Company, PBC
320 S. Walton St.
Dallas, TX 75226
Attn: Alex Oshmyansky, M.D., Ph.D
Email: alex@costplusdrugs.com

With a copy to:

legal@costplusdrugs.com

16. **Miscellaneous Provisions.**

a. **Assignment.**

This Agreement may not be assigned by operation of law or by either party without the prior written consent of the other party to any other person or entity, and any attempted assignment will be void and of no force and effect. Notwithstanding the foregoing, either party may assign this agreement (i) to an affiliate of such party, or (ii) to a successor as a result of the merger, consolidation, or sale of substantially all of the assets of the assigning party, or other similar transaction. In the event of an assignment requiring prior written consent, the consent of the other party shall not be unreasonably withheld.

b. **Amendment.**

Except as otherwise set forth herein, this Agreement may be altered or amended only with the written consent and authorized signature of each party hereto.

c. **Independent Contractor; Third Party Beneficiaries.**

The Parties to this Agreement are to be considered independent contractors, and they shall have no other legal relationship under or in connection with this Agreement. No term or

provision of this Agreement is for the benefit of any person who is not a party hereto other than the Participating Providers and the Covered Persons participating in Programs.

d. **Lawful Interpretation.**

Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement should be rendered unenforceable or invalid under applicable law, that provision will be ineffective to the extent of such unenforceability or invalidity without invalidating the remaining provisions of this Agreement. Any such determination shall not invalidate or render unenforceable the remaining provisions of the Agreement in any other jurisdiction or under any other circumstances.

e. **Jurisdiction.**

Unless otherwise specifically provided herein or mandated by applicable law, this Agreement will be construed, governed and enforced in accordance with the laws of the State of Delaware without regard to its choice of law provisions. All litigation between the Parties arising out of or related in any way to the interpretation or performance of this Agreement shall be litigated in the United States District Court for the District of Delaware, or, as to those lawsuits to which the Federal Court lacks jurisdiction, before a court located in Delaware.

f. **Waiver.**

Failure to exercise any of the rights granted under this Agreement for any one default will not be a waiver of the right to exercise any of these rights for subsequent defaults.

g. **Force Majeure.**

If either party is prevented in the performance of its obligations pursuant to this Agreement by reason of any circumstance beyond its reasonable control, including fire, flood, earthquake, extraordinary weather conditions not reasonably foreseeable by a party, acts of war, acts of terrorism, riots, civil disorders, rebellions or revolutions ("Force Majeure"), then the party will be excused from any further performance of the obligations so affected for as long as such circumstances prevail and as long as the party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party whose performance is affected by the Force Majeure event will advise the other party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable and keep the other party reasonably apprised of the progress in resolving the Force Majeure event. In the event either party cannot resume performance within 30 days of the Force Majeure event, the other party may immediately terminate this Agreement. This section shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement.

h. **Rights and Remedies.**

No right or remedy contained herein is intended to be exclusive of any other right or remedy contained herein or provided by law, and every such right or remedy shall be cumulative and not alternative.

i. **Counterparts.**

The Parties may execute this Agreement in one or more counterpart copies, all of which, taken together, shall be deemed to be one Agreement. Any signature delivered electronically via facsimile, scanned email attachment, or secure electronic signature program shall be deemed to be an original for all purposes.

j. **Invalidity.**

If any section or provision of this Agreement is finally declared or found to be illegal or unenforceable by a court of competent jurisdiction, such invalid provision shall be subject to partial enforcement to the extent possible, and the enforceability of the remainder of this Agreement shall not be affected by such declaration or finding.

k. **Compliance with Law.**

Each party shall comply with all laws applicable to it and its rights and obligations under this Agreement.

l. **Dispute Resolution.**

The Parties agree that they will attempt in good faith to resolve any dispute that may directly or indirectly arise out of or relate to this Agreement. If the Parties are unable to resolve such dispute within thirty (30) calendar days after initial notice, a legal suit, action, or proceeding may be instituted in accordance with Section 18(e), above. Nothing contained herein shall prevent a Party from immediately instituting an emergent proceeding in the case of emergent disputes involving immediate irreparable harm.

m. **Entire Agreement.**

This Agreement and its exhibits contain the entire agreement between MCCPDC and PAYOR relating to the rights and the obligations of the Parties. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of the foregoing documents, not expressly set forth herein or therein, are terminated and of no force and effect.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized officers or representative as of the date first set forth above.

MCCPDC:

Mark Cuban Cost Plus Drugs Company, PBC

By: _____

Name: _____

Title: _____

Date: _____

PAYOR:

<CLIENT>

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Participating Mail-Order Providers

The list set forth herein represents the Participating Mail-Order Providers that will participate in Networks managed by PAYOR.

	HealthDyne Pharmacy FL, LLC
PIC	Joseph Fleischman
Address	500 Eagles Landing Drive Lakeland, FL 33810-2899
County	Polk
Toll free #	888-479-2000
Phone	863-279-1320
Fax	888-830-3608
Tax ID	33-1915543
Store number	2
State License #	PH35816
Issue Date	June 14, 2025
Exp Date	Feb 28, 2027
Hours of Operation	24 hours, 7 days/week
NPI	1295412286
NCPDP / NABP	5755167

Exhibit B

MCCPDC Cost Plus Drug Program Fee Schedule

- Total Ingredient Costs will be no greater than the pricing set forth in in this Exhibit (“Fee Schedule”), which shall include:
 - The Price Transparency Manufacturing Cost;
 - The Price Transparency Markup;
 - The Mail-Order Dispensing Fee;
 - The Standard Shipping Cost per claim; plus
 - The Enhanced Shipping Cost represents the reasonable and actual shipping charges per Claim for products requiring enhanced shipping (including cold chain management) to be submitted at the point of sale by Participating Mail-Order Providers.
- MCCPDC shall not provide central payment services to Participating Mail-Order Providers. PAYOR will remit payment for Claims submitted under the Cost Plus Drug Program directly to the Participating Mail-Order Provider.
- MCCPDC may update the Fee Schedule (including the addition or removal of drug products, as well as modifications to the Price Transparency Manufacturing Cost, the Mail-Order Dispensing Fee and/or the Standard Shipping Cost) from time-to-time through updates to its API protocol.
- PAYOR may refer to www.costplusdrugs.com for all current prescription drugs under the Programs and corresponding Programs pricing, and MCCPDC shall make available to PAYOR API protocol for real time pricing queries.

Cost Plus Drugs Affiliate Pharmacy Network Program Fee Schedule

- Retail Total Ingredient Costs will be no greater than the pricing set forth in this Exhibit, which shall include:
 - The Price Transparency Manufacturing Cost;
 - The Price Transparency Markup;
 - The Transaction Fee; and
 - The Retail Dispensing Fee.
- MCCPDC shall not provide central payment services to Participating Retail Providers. PAYOR will remit payment for Claims submitted under the Cost Plus Drugs Affiliate Pharmacy Network Program directly to the Participating Retail Provider less the Price Transparency Markup and Transaction Fee.

- For Claims submitted by Participating Retail Pharmacies under the Cost Plus Drugs Affiliate Pharmacy Network Program, PAYOR will remit the Price Transparency Markup and Transaction Fee directly to MCCPDC.
- PAYOR acknowledges and agrees that for Claims submitted by Participating Retail Pharmacies under the Cost Plus Drugs Affiliate Pharmacy Network Program, Participating Retail Pharmacies' actual acquisition costs may be lower than the Price Transparency Manufacturing Cost. PAYOR shall be required to remit the Price Transparency Manufacturing Cost as set forth in MCCPDC's API protocol irrespective of Participating Retail Provider's actual acquisition costs.
- MCCPDC may update the Fee Schedule (including the addition or removal of drug products, as well as modifications to the Price Transparency Manufacturing Cost, and/or the Retail Dispensing Fee) from time-to-time through updates to its API protocol.
- PAYOR may refer to www.costplusdrugs.com for all current prescription drugs under the Programs and corresponding Programs pricing, and MCCPDC shall make available to PAYOR API protocol for real time pricing queries.