

This Group Purchasing Participation Agreement is entered into by and between MediGroup Physician Services, LLC (“MediGroup”) a Delaware Corporation and “Member” indicated above. MediGroup and Member agree as follows:

Additional Locations: Member warrants that it owns and/or manages each of the practices listed on the attached Schedule 1 and that it has the legal authority to enter into this Agreement on their behalf. This Agreement shall apply collectively to the practices identified above and in Schedule 1 of this Agreement. Member shall provide prompt written notice to MediGroup of all additions and changes to Schedule 1.

Group Purchasing Agency: Member authorizes MediGroup as its agent to negotiate and enter into agreements with vendors in order to make agreements available to Member. Member authorizes MediGroup as its agent to negotiate and enter into affiliation agreements with other group purchasing organizations (“Affiliate GPOs”) and to enroll Member in Affiliate GPOs in order to make their agreements available to Member.

Primary GPO: Member appoints MediGroup as its Primary GPO. Member agrees that any other GPO it may join during the term of this Agreement shall be secondary to MediGroup. Member agrees not to request of any of MediGroup’s Affiliate GPOs that Member be removed from MediGroup in order to be serviced by any competing affiliate.

Vendor Agreements: The agreements made available to Member whether entered into by MediGroup or any Affiliate GPO shall be cumulatively referred to as “Vendor Agreements”. Member agrees to comply with the terms and conditions of any Vendor Agreement through which it chooses to make any purchase.

No Obligation to Purchase: Member is not obligated to make any purchase under this Agreement.

Own Use: Member represents and warrants that any purchase made through any Vendor Agreement under this Agreement will be for Member’s “Own Use” and not for resale.

Rebates: Any rebates due to Member based on Member’s purchases through any Vendor Agreement, if received by MediGroup or its Affiliate GPOs, will be forwarded to Member at least quarterly. Member is solely responsible for reporting any such rebate as required by law.

Administrative Fees: MediGroup discloses to Member that it and its affiliate GPOs receive administrative fees from contracted vendors based on purchases made by Member. The administrative fee varies according to each Vendor Agreement and is generally three percent (3%) or less of the purchase price of the goods or services purchased by Member; MediGroup or its Affiliate GPOs will report to Member any administrative fee that is greater than three percent (3%). MediGroup and its Affiliate GPOs will report to Member the fees received under each Vendor Agreement for purchases made by Member.

Affinity Programs: MediGroup may enter into Affinity Programs with certain vendors for non-medical products and/or services that MediGroup feels may be of interest to its

Members. MediGroup discloses to Member that it may receive fees and/or commissions for making these programs available to its Members and that such fees or commissions may vary without limit and will not be included in MediGroup's reporting to Member of administrative fees received under Vendor Agreements.

Confidentiality: Member agrees to keep strictly confidential, hold in trust, and not disclose any Confidential Information (defined below) received from MediGroup and its Affiliate GPOs. "Confidential Information" means any trade secrets or proprietary information including but not limited to programs, services, systems, pricing, agreements or information technology shared with Member by MediGroup and its Affiliate GPOs.

Warranties: MediGroup and its Affiliate GPOs make no express or implied representations or warranties under this Agreement including but not limited to any Vendor Agreement, the products or services offered thereunder, or their suitability for any purpose. Any analysis, pricing, or product information is provided as is with no guarantee of accuracy or completeness.

Limitation of Liability: Member acknowledges that Member is solely responsible for deciding which if any products or services to purchase through the Vendor Agreements. Accordingly, Member acknowledges and agrees that MediGroup, its Affiliate GPOs and their respective officers, directors, shareholders, employees, agents and contractors shall not have any liability of any nature or kind whatsoever for any personal injury, property damage, lost profits, attorney's fees, court costs or any other damages, legal, equitable or otherwise, caused either directly or indirectly by or related to the products or services offered or sold under the Vendor Agreements. Member agrees to hold MediGroup and its Affiliate GPOs harmless from all losses, damages and costs, of any nature or kind whatsoever (including, but not limited to attorney's fees and court costs) incurred by MediGroup or its Affiliate GPOs from Member's breach of any of the terms and conditions of this Agreement or in any other way relating to this Agreement.

Compliance with Law: Each party agrees that it shall at all times during the term of this Agreement observe and comply with all applicable federal, state, and local laws and regulations in connection with its performance under this Agreement.

Term & Termination: The initial term of this Agreement will be for one year commencing on the date it is signed by MediGroup. This Agreement will renew annually for an additional period of one year upon expiration of the initial and any subsequent renewal terms of the Agreement unless terminated in writing by either party upon ninety (90) days written notice prior to the termination of the then current term. MediGroup may terminate this Agreement for cause immediately upon written notice to Member in the event of any breach of any material term or condition of this Agreement by Member.

This Agreement constitutes the entire understanding and Agreement between the parties. In witness whereof, the parties hereto have executed this Agreement by persons duly authorized.