

This Agreement, #2020.03.19A, entered into as of the 1st of January in the year of 2021.

MASTER AGREEMENT

between

Cooperative Council of Governments

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Capital Rx, Inc.

228 Park Avenue S.,
Suite 87234
New York, NY 10003

and

Equalis Group LLC

5550 Granite Parkway, Suite 298
Plano, Texas 75024

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THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of January 1, 2021 (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), Capital Rx, Inc., a Delaware limited liability corporation with its principal place of business at 228 Park Avenue, Suite 87234, New York, New York 10003 ("**Capital Rx**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, Capital Rx, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") #2020.03.19 dated March 19, 2020 for contracting on behalf of Equalis Group Participants for pharmacy benefit management services ("**Products & Services**") and awarded a contract to Capital Rx as the lowest responsive and responsible bidder.

H. Capital Rx desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

I. CCOG and Equalis agree to make the Products & Services from Capital Rx available to Equalis Group Participants and Capital Rx agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement .

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. Appendices. Capital Rx agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Master Agreement and the appendices attached hereto and made a part of this Master Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

- (i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

2.2. Terms in Appendices. In all cases where the terms of this Master Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.3. Utilization of Products & Services. Purchases of the Products & Services from Capital Rx may only be made by any Equalis Group Participant upon execution of such credit applications, forms, agreements, appendices, or other documentation (“**Customer Agreements**”) as mutually agreed upon by Capital Rx and Equalis. Capital Rx shall have the final authority and determination to enter into a Customer Agreement.

2.4. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Capital Rx. Capital Rx agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

2.5. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Capital Rx agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

SECTION 3. TERMS & CONDITIONS

3.1. Independent Contractors. In the performance of this Master Agreement, Capital Rx shall be an independent contractor to CCOG and Equalis, and shall not be or act as, or be deemed to otherwise be an employer or employee, principal or agent, franchiser or franchisee, joint venturer, fiduciary, representative, or otherwise of CCOG, Equalis, or any Equalis Group Participant. CCOG and Equalis shall be independent contractors to Capital Rx, and shall not be or act as, or be deemed to otherwise be an employer or employee, principal or agent, franchiser or franchisee, joint venturer, fiduciary, representative or otherwise of Capital Rx. Capital Rx’s employees will not be deemed to be CCOG’s and/or Equalis’s employees or employees of any Equalis Group Participant, and CCOG’s and Equalis’s employees will not be deemed to be Capital Rx’s employees. Nothing contained in an Appendix or this Master Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of the other Parties’ performance. No partnership, joint venture, or other relationship between the Parties or any Equalis Group Participant is created hereby. CCOG and Equalis represent and warrant that neither Party has any existing direct rebate and/or chargeback agreement, 340B discount, group purchasing organization arrangement, or any other discount that would make Program Participants ineligible for rebate qualification with any pharmaceutical manufacturer or otherwise and also agrees that during the Term of this Agreement, CCOG and Equalis will not negotiate or arrange for rebates on the purchase of covered pharmaceuticals

for Program Participants or Program Participants' plans from any pharmaceutical manufacturer and/or third party rebate aggregators and/or intermediaries.

3.2. Operational Control.

(a) **Capital Rx Control.** As between the Parties, Capital Rx shall have sole and exclusive control over the manner in which Capital Rx and its employees, agents, subcontractors, and suppliers perform its responsibilities under this Agreement. Capital Rx shall engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Capital Rx furnishes the types and quantities of Products & Services specified in **Appendix B** to all Program Participants purchasing Products & Services throughout the Term of this Master Agreement and Capital Rx executes its roles and responsibilities in accordance with any Customer Agreements. Such individuals shall not be considered employees or subcontractors of CCOG, Equalis, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Capital Rx.

(b) **Equalis Control.** As between the Parties, Equalis shall have sole and exclusive control over the manner in which Equalis and its parent company, employees, agents, subcontractors, and suppliers perform its responsibilities under this Master Agreement. Equalis shall engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith. Such individuals shall not be considered employees or subcontractors of CCOG, Capital Rx, or any Equalis Group Participant, and shall be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Equalis.

(c) **Taxes.** Except as otherwise specified herein, each Party shall be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for unemployment insurance, pensions, workers' compensation, and other Social Security and related protection with respect to those employees engaged by that Party pursuant to the performance of this Master Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees, agents, subcontractors, and suppliers.

3.3. Technical Systems; Intellectual Property. CCOG and Equalis hereby expressly acknowledge and agree that any and all work product, improvements, inventions, enhancements, processes, techniques, concepts, and other data made, conceived, developed, reduced to practice, or learned by CCOG or Equalis, either alone or jointly with others, during the Term of this Agreement, collectively shall be the sole property of Capital Rx and its assigns, and Capital Rx and its assigns shall be the sole owner of all patents, copyrights, and other rights in connection therewith. CCOG and Equalis hereby agree to assign to Capital Rx any rights that CCOG or Equalis may have or acquire in the same. Notwithstanding the foregoing, nothing in this Agreement shall be construed to restrict any Party or Program Participant from developing or distributing products or performing services that do not infringe upon any intellectual property rights of the other Parties, using intangible residual know-how or concepts (as distinguished from the tangible implementation of such know-how and concepts) retained in the mind of such Party's or Program Participant's employees, contractors, or agents, provided that such Party or Program Participant or its employees, contractors, or agents shall not directly reference, incorporate or otherwise use in such products or services any confidential information or intellectual property rights (or any tangible embodiment thereof) of the other Parties or Program Participants or otherwise infringe in any manner upon that Party's or Program Participant's intellectual property rights; it being understood that any use by each Party or Program Participant of any ideas, know-how, technical information, processes, practices or systems that are in the public domain (not through any wrongful action or wrongful failure to act of such Party or Program Participant), including items generally known in the information technology and securities industries, shall not constitute any such infringement.

3.4. Confidentiality.

(a) **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Information includes information provided by the Disclosing Party to the Receiving Party that is (i) proprietary and/or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party’s business plans, pricing, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; (iii) the terms of this Agreement; and/or (iv) any other information that is designated as confidential by the Disclosing Party. Confidential Information of Capital Rx shall also include the Products & Services provided by Capital Rx to an individual Program Participant. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law, or (f) plan data that has been de-identified in accordance with HIPAA.

3.5. Indemnification.

(a) **Capital Rx Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Capital Rx shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) CCOG and Equalis, and their respective officers, directors, employees, agents, and all Equalis Group Participants subject to this Master Agreement (the “**Indemnified Party**”) from and against liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys’ fees), including any claim arising from laws or regulations, which are generated by claims, allegations, actions, causes of action, adjudications, or suits which arise out of damage , or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, material noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, noncompliance with applicable laws..

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) Capital Rx, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys’ fees), including any claim arising from laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or material noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

(c) **Equalis Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Equalis shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) Capital Rx, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys’ fees), including any claim arising from laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or material noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

3.6. Notice & Opportunity to Defend; Limitations & Thresholds.

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys’ fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

(b) **Liability.** No Party shall be responsible for or have any obligation to indemnify, defend, or hold harmless any other Party for (a) actions arising out of or resulting from a breach of a duty owed independently by another Party or the negligence, willful misconduct, or fraud of another Party, or (b) any award of punitive or other exemplary damages arising out of this Agreement or out of its performance hereunder, regardless of the form of action and/or whether the Party is or was aware of the possibility of such damages. Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party shall be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

3.7. Capital Rx Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Capital Rx, at its own expense, shall maintain for the furtherance of performance of its duties under this Master Agreement maintain general liability insurance, (at a minimum, in the

amount of \$1,000,000 per occurrence/\$3,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Capital Rx's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as additional insureds on Capital Rx's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Capital Rx shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Capital Rx shall provide upon such valid certificates on an annual basis until the terms of this section are no longer applicable.

3.8. Termination Rights. The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A.**

3.9. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall remain in full force and effect until each such Customer Agreement expires or is otherwise terminated. Capital Rx shall immediately cease any new sales of Products & Services to any prospective Program Participant under and through the terms of this Master Agreement. Following the date of termination, Capital Rx shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants or prospective Program Participants when this Master Agreement was in effect either directly, through any other third party, or through some other public sector cooperative contract vehicle. Following the date of termination of this Agreement, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

3.10. Audit of Capital Rx. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Capital Rx's provision of Products & Services to Program Participants, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Capital Rx and so as not to unreasonably interfere with Capital Rx's business or operations.

3.11. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Capital Rx, civil commotion, closing of the public highways not caused by Capital Rx, government interference, government regulations,

or any other event or occurrence beyond the reasonable control of the affected Party (“**Event of Force Majeure**”). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Capital Rx may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

3.12. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices as of the time of actual delivery thereof (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.13. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

3.14. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. Nothing contained herein shall be construed to require the commission of any act contrary to law. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio.

3.15. Attorneys’ Fees. In the event of any arbitration, litigation, or other proceeding concerning any controversy, claim or dispute between the Parties hereto, arising out of or relating to this Agreement, the breach hereof or the interpretation hereof, the prevailing Party(ies) shall be entitled to recover from the non-prevailing Party(ies) expenses, including reasonable attorneys’ fees, and costs incurred therein.

3.16. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.17. Assignment. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Capital Rx and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Capital Rx or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

3.18. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master

Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

3.19. Entire Agreement. This Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Capital Rx's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

3.20. Execution in Counterparts; Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which may be signed and transmitted by electronic or PDF transmission with the same validity as if it were an ink-signed document. Any notices under this Agreement must be in writing, may be by electronic mail, sent by express twenty-four-hour (24-hour) guaranteed courier, or hand-delivered. .

3.21. Titles, Headings & Recitals. The Preamble to this Master Agreement is hereby incorporated herein and made part of this Master Agreement. The Recitals stated within this Master Agreement are deemed to be a part of this Master Agreement. The titles and headings of the sections and paragraphs of this Master Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Master Agreement.

3.22. Nondiscrimination & Intimidation.

(a) Capital Rx expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract, Capital Rx, its subcontractors, or any person acting on a Capital Rx's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

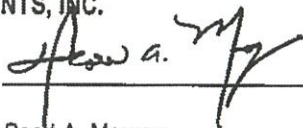
(b) Capital Rx expressly agrees that Capital Rx, any of its subcontractors, or any person on behalf of Capital Rx or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) Capital Rx expressly agrees to include the provisions of this section in each of its written subcontractor agreements to the extent possible, for the Products & Services subject to this Master Agreement.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.


THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

By: 
Name: Scott A. Morgan
As: CCOG Board President
Date: 1/10/21

CAPITAL RX, INC.

By: 
Name: Laura Alemzadeh
As: Vice President of Legal
Date: 12/30/2020

EQUALIS GROUP, LTD.

By: 
Name: David J. Akers
As: EVP, Marketing & Supplier Engagement
Date: 2021.01.18

APPENDIX A: TERM OF AGREEMENT; NOTICES

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. The Term.

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for five (5) and expire on December 31, 2025 (the "**Termination Date**") unless extended or unless otherwise terminated or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "**Term**."

2. Addresses for Notices.

a. If to CCOG:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

b. If to Capital Rx:

Capital Rx, Inc.
Attn: Legal
228 Park Avenue, S.
Suite 87234
New York, NY 10003

c. If to EQUALIS:

Equalis Group, Ltd.
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from Capital Rx. This Appendix may be modified at any time with the mutual written consent of Capital Rx and Equalis.

1. Products & Services

Capital Rx shall provide pharmacy benefit management and ancillary services to Program Participants pursuant to the terms and conditions set forth in Capital Rx's Service Agreement.

2. Pricing for Products & Services

The pricing for Products and Services is set forth in the Capital Rx's Service Agreement.