



iCare+ Program Acknowledgement

IPC Digital Health, LLC ("IPC Digital"), a subsidiary of Independent Pharmacy Cooperative ("IPC") has negotiated various master participation agreements ("Participation Agreements") for pharmacies electing to participate in the iCare+ digital health platform and program. Copies of all Participation Agreements are available upon request or can be located at Member Website, Digital Health, Agreements. Several of the Participation Agreements are essential to a pharmacy's participation in iCare+ ("Core Agreements") and a pharmacy cannot participate in iCare+ without entering into those Core Agreements. A participating pharmacy can sign each of those Core Agreements separately or can use this iCare+ Acknowledgement to enter into all of the Core Agreements. A participating pharmacy shall also pay a fee to IPC for participating in the program as described below.

IPC agrees to pay the monthly IPC Digital Program Management Fee described in Paragraph 6 below ("Fee") for any IPC GPO Member for twelve calendar months beginning on the first full month that this acknowledgement is executed. IPC GPO Members meeting eligibility requirements may receive rebates for Fees due in months beginning August 1, 2025 from McKesson Corporation under the Group and Warehouse Purchasing Agreement between IPC and McKesson Corporation, which rebates will replace any remaining monthly Fee obligations of IPC. The general requirements for this rebate are that IPC GPO Members subscribe to the IPC Digital Program and have a BPR (Brand Purchasing Ratio) and GPR (Generic Purchasing Ratio) of 90.00% or higher.

This iCare+ Acknowledgement includes four separate contracts, and each is entered into as of signature date below (the "Effective Date").

1. Home Health Kit and Test Services. Contract No. 1 is entered into by your pharmacy ("Pharmacy") and Vendor Partner #1, iXlayer, a Delaware Corporation having offices at 447 Sutter Street, Ste 405, PMB 53, San Francisco, CA 94108 ("Vendor Partner #1"). Contract No. 1 provides Pharmacy the opportunity to purchase Home Health Kits and Lab Services for resale to potential patients and customers. The terms and conditions of Contract No. 1 can be reviewed at Member Website, Digital Health, Agreements. Pharmacy acknowledges and agrees that it has had the opportunity to review a full and complete copy of Contract No. 1 and confirms that it understands that it is joining that contract, including assuming obligations of Pharmacy under Contract No. 1.

2. Platform Access. Contract No. 2 is entered into by Pharmacy and Vendor Partner #2, GENIEMD, a Delaware Corporation having offices at 9000 Crow Canyon Rd. STE 630 Danville, CA 94506 ("Vendor Partner #2"). Contract No. 2 provides Pharmacy the opportunity to participate in iCare+ through an internet-based platform. The terms and conditions of Contract No. 2 can be reviewed at Member Website, Digital Health, Agreements. Pharmacy acknowledges and agrees that it has had the opportunity to review a full and complete copy of Contract No. 2 and confirms that it understands that it is joining that contract, including assuming obligations of Pharmacy under Contract No. 2.

3. Pharmacy Savings Card Program. Contract No. 3 is entered into by Pharmacy and Vendor Partner #3, Towers Administrators LLC doing business as "RxSense Administrators," a Delaware limited liability company having offices at 99 High Street, Boston, MA 02110 ("Vendor Partner #3"). Contract #3 provides Pharmacy with the opportunity to participate in a customized retail pharmacy prescription savings program to be known as IPC Digital Health powered by Independent Cooperative ("iCare+ Script Pass") which will include: a system platform and unique Rx Prescription Drug Savings Look Up Tool, and related pharmacy prescription discount services. The terms and conditions of Contract No. 3 can be reviewed at Member Website, Digital Health, Agreements. Pharmacy acknowledges and agrees that it has had the opportunity to review a full and complete copy of Contract No. 3 and confirms that it understands that it is joining that contract, including assuming obligations of Pharmacy Contract No. 3.



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4. People Transport Program. Contract No. 4 is entered into by Pharmacy and Vendor Partner #4, Uber Health, a Delaware limited liability company having offices at 1515-3rd Street, San Francisco, CA. 94158 (Vendor Partner #4). Contract #4 provides Pharmacy with the opportunity to participate in a People Transport service for medically necessary transportation to be known as IPC Digital Health powered by Independent Pharmacy Cooperative patient transportation services (iCare+ People Transport) which will include: a system platform and access to patient transport request and documentation services. The terms and conditions of Contract No. 4 can be reviewed at Member Website, Digital Health, Agreements. Pharmacy acknowledges and agrees that it has had the opportunity to review a full and complete copy of Contract No. 4 and confirms that it understands that it is joining that contract, including assuming obligations of Pharmacy under Contract No. 4.

5. Acknowledgement. Pharmacy hereby agrees to be bound by the terms and provisions of Contract No. 1, Contract No. 2, Contract No. 3 and Contract No. 4, with the same force and effect as if it were originally a party to each, and to assume all of its rights and obligations under the Contracts, including to perform, satisfy and timely discharge all of its obligations, duties and covenants that are required to be performed, satisfied or discharged after the Effective Date in accordance with the terms thereof.

6. Fees. Member shall pay a member exclusive, inaugural program participation fee of **\$250 USD per store, per month.** Member agrees that IPC may draw such fees from Member’s bank account(s) using ACH information previously provided by Member to IPC. When available, and if determined qualified by iCare+, for an additional fee of **\$100 per store, per month,** Member may choose to participate in the iCare+ weight loss program.

7. Financial Information. Member has provided IPC with ownership, financial and other information upon which IPC has relied in providing credit to Member. Member hereby represents and warrants that such information was correct and complete. Member acknowledges that IPC may offset unpaid fees under this Agreement against any amounts, including cooperative patronage dividends or rebates, that may be owed by IPC to Member.

IN WITNESS WHEREOF, Pharmacy hereby acknowledges and enters into Contract No. 1, Contract No. 2, Contract No. 3. and Contract No. 4

IPC Digital Health, LLC

By: _____
Title: _____
Signed: _____
Date: _____

By: _____
Title: _____
Signed: _____
Date: _____