

## FRANCHISE DISCLOSURE DOCUMENT

**AmerisourceBergen Drug Corporation**

A Delaware Corporation

1 West First Avenue, Conshohocken, PA, 19428

(610) 727-7000

[www.AmerisourceBergen.com](http://www.AmerisourceBergen.com)

The franchise offered (“GNP Premier Program”) is for one or more retail outlets properly licensed as a retail pharmacy offering prescription services, over-the-counter health and beauty aids, and complementary services under the trade name of **Good Neighbor Pharmacy®** (“GNP Premier Pharmacy”). This offering is being made to pharmacies operating under a distribution agreement with us that sign a GNP Premier Agreement (Exhibit B).

The total investment necessary for an existing pharmacy to begin operating a GNP Premier Pharmacy franchise, depending on your pharmacy’s existing fit-out, equipment and inventory, ranges from \$43,797 to \$556,405, which includes between \$1,797 to \$279,497 which must be paid to us or our affiliates.

For a start-up pharmacy, the total investment necessary to begin operating a GNP Premier Pharmacy franchise ranges from \$278,797 to \$575,205, which includes between \$81,797 to \$165,297 which must be paid to us or our affiliates.

This Disclosure Document is required by law and summarizes certain provisions of your GNP Premier Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact your account representative or the Good Neighbor Pharmacy program at 1 West First Avenue, Conshohocken, PA, 19428. You can also e-mail [programs@amerisourcebergen.com](mailto:programs@amerisourcebergen.com).

The terms of your **franchise agreement with us** (the “**GNP Premier Agreement**”) will govern our franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: December 19, 2024

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| <b>QUESTION</b>  | <b>WHERE TO FIND INFORMATION</b>  |
|--|---|
| <b>How much can I earn?</b>  | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D. |
| <b>How much will I need to invest?</b>   | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.  |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 or Exhibit E includes financial statements. Review these statements carefully.  |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.  |
| <b>Will my business be the only Good Neighbor Pharmacy business in my area?</b>          | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.   |
| <b>Does the franchise have a troubled legal history?</b>                                 | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.  |
| <b>What's it like to be a Good Neighbor Pharmacy franchisee?</b>                         | Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.   |
| <b>What else should I know?</b>  | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.   |

### **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends that franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

### **Special Risks to Consider About *This* Franchise**

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, or litigation only in Pennsylvania. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with franchisor in Pennsylvania than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.



**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF MICHIGAN**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTling ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE

FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE ADDRESSED TO:

DEPARTMENT OF ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION  
670 LAW BUILDING, 525 W. OTTAWA STREET  
LANSING, MICHIGAN 48913  
Telephone (517) 373-7117

## TABLE OF CONTENTS

|   | <u>Page</u> |
|---|-------------|
| ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES.....                      | 2           |
| ITEM 2 BUSINESS EXPERIENCE .....  | 10          |
| ITEM 3 LITIGATION .....   | 11          |
| ITEM 4 BANKRUPTCY .....   | 14          |
| ITEM 5 INITIAL FEES.....  | 14          |
| ITEM 6 OTHER FEES .....   | 16          |
| ITEM 7 ESTIMATED INITIAL INVESTMENT .....   | 19          |
| ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....                                 | 23          |
| ITEM 9 FRANCHISEE'S OBLIGATIONS .....   | 28          |
| ITEM 10 FINANCING .....   | 30          |
| ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND<br>TRAINING .....          | 30          |
| ITEM 12 TERRITORY .....   | 34          |
| ITEM 13 TRADEMARKS .....  | 35          |
| ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....                                 | 36          |
| ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE<br>FRANCHISE BUSINESS.....   | 37          |
| ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....                                    | 38          |
| ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....                            | 39          |
| ITEM 18 PUBLIC FIGURES .....  | 44          |
| ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS .....   | 44          |
| ITEM 20 OUTLETS AND FRANCHISEE INFORMATION.....   | 46          |
| ITEM 21 FINANCIAL STATEMENTS.....   | 63          |
| ITEM 22 CONTRACTS.....  | 64          |
| ITEM 23 RECEIPTS .....  | 64          |
| EXHIBIT A STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS                              |             |
| EXHIBIT B GNP PREMIER AGREEMENT   |             |
| EXHIBIT C TABLE OF CONTENTS OF GNP MANUAL(S)  |             |
| EXHIBIT D LIST OF CURRENT, TRANSFERRED & FORMER FRANCHISEES AS OF<br>SEPTEMBER 30, 2024       |             |
| EXHIBIT E FINANCIAL STATEMENTS AND CENCORA GUARANTY   |             |
| EXHIBIT F STATE SPECIFIC ADDENDA TO AMERISOURCEBERGEN DRUG<br>CORPORATION DISCLOSURE DOCUMENT |             |

## ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor is AmerisourceBergen Drug Corporation. To simplify this Disclosure Document, AmerisourceBergen Drug Corporation is referred to as “ABDC”, “we”, “us” or “our”. “You” means the person or legal entity who buys the franchise, the franchisee (called a “Customer” in the agreements). If you are a corporation, limited liability company, partnership or any other type of legal entity, certain provisions of the GNP Premier Agreement (defined below) also will apply to, and be binding upon, certain of your owners (referred to as your “Principals”).

### AmerisourceBergen Drug Corporation

We are a Delaware corporation, formed on June 24, 1985. We do business only under our corporate name, including “**AmerisourceBergen Drug Corporation**”, “**AmerisourceBergen**”, and the names “**Good Neighbor Pharmacy**” and “**Elevate Provider Network**.” Our principal business address is 1 West First Avenue, Conshohocken, PA, 19428. Our agents for service of process are listed in Exhibit A. We have offered franchises since 2009. We have not conducted business nor offered franchises in any other line of business.

Our parent company is Cencora, Inc. (“Cencora”). Cencora is a Delaware corporation, formed on March 16, 2001 as AmerisourceBergen Corporation (and changed its name to Cencora, Inc. on August 30, 2023) in contemplation of the August 2001 merger of AmeriSource Health Corporation (“AHC”) and Bergen Brunswig Corporation (“BBC”). In August 2001, AHC and BBC became subsidiaries of Cencora. AHC and BBC continued as subsidiaries of AB until October 2002, at which time BBC was merged with and into AHC. AHC was the survivor and was renamed AmerisourceBergen Services Corporation (“ABSC”). ABSC survives today as a subsidiary of Cencora.

Cencora is one of the largest global pharmaceutical sourcing and distribution services companies, helping healthcare providers and pharmaceutical and biotech manufacturers improve patient access to products and enhance patient care. We deliver innovative programs and services designed to increase the effectiveness and efficiency of the pharmaceutical supply chain. More specifically, we distribute a comprehensive offering of brand-name and generic pharmaceuticals (including specialty pharmaceutical products), over-the-counter healthcare products, home healthcare supplies and equipment, and related services to a wide variety of healthcare providers located in the United States and select global markets, including retail chain and independent pharmacies, mail order pharmacies, acute care hospitals and health systems, physician practices, medical and dialysis clinics, long-term care and other alternate site pharmacies, and other customers. We also provide pharmacy services to certain specialty drug patients. Additionally, we furnish healthcare providers and pharmaceutical manufacturers with an assortment of related services, including reimbursement and pharmaceutical consulting services, niche premium logistics services, claim management services, and pharmacy management, along with retail strategies and front-end management, marketing and advertising services, digital media tools, and educational opportunities.

### Our Predecessor and Affiliates

We acquired a substantial portion of our assets from Bergen Brunswig Drug Company (“BBDC”), which merged with and into AmeriSource Corporation (“ASC”) in October 2002. ASC was the survivor, under the name AmerisourceBergen Drug Corporation (us), and we acquired BBDC’s assets pursuant to the merger. In Puerto Rico, we operate through our wholly owned subsidiary, J.M. Blanco, Inc. (“Blanco”), a Delaware corporation, which maintains the same principal business address as us. In 2012, we acquired World Courier Group, Inc., which operates in over 50 countries and is a leading global specialty transportation and logistics provider for the biopharmaceutical industry. In February 2015, we acquired

MWI Veterinary Supply, Inc. ("MWI"), a leading animal health distribution company in the United States and in the United Kingdom. MWI sells pharmaceuticals, vaccines, parasiticides, diagnostics, micro feed ingredients, and various other products to customers in both the companion animal and production animal markets. MWI also offers its customers a variety of value-added services, including its e-commerce platform, technology management systems, pharmacy fulfillment, inventory management system, equipment procurement consultation, special order fulfillment, and educational seminars. In June 2021, we acquired a majority of the Alliance Healthcare business from Walgreens Boots Alliance. Alliance Healthcare is one of the largest pharmaceutical wholesalers primarily in Europe and also operates retail pharmacies and provides manufacturer services in certain of its countries of operation.

Although Customers may, from time to time, choose to do business with our affiliates, other than Blanco, such business would not be connected with the GNP Premier Agreement.

Our predecessors, parents and affiliates have not previously offered franchises in any line of business. Except as described above, our predecessors, parents and affiliates do not provide products or services to our franchisees as part of the franchise relationship.

### Our Legacy Voluntary Program

From 1982 until July 2019, we offered independent community pharmacies a license to operate under the Good Neighbor Pharmacy trade name ("Voluntary Pharmacy") on terms substantially different than those contained in the GNP Premier Agreement. As of July 2019, we no longer offer new independent pharmacies the opportunity to sign up as Voluntary Pharmacies; however, a significant number of legacy Voluntary Pharmacies continue to operate. As part of the Voluntary Pharmacy program, we provide products and services to independent community pharmacies, regional retail chain pharmacies and other healthcare providers, including hospitals, physician offices and clinics and other alternate care facilities. Voluntary Pharmacies did not sign the GNP Premier Agreement, which we began offering in 2009. As of September 30, 2024, there were 182 Voluntary Pharmacies and 2,286 GNP Premier Pharmacies (for a total of 2,468). See Item 20.

### Description of the Franchise

We grant franchises for GNP Premier Pharmacies that operate under the "Marks," which include (i) the "Good Neighbor Pharmacy" and related service marks, (ii) the "Elevate Provider Network" service marks, (iii) the elements and components of a GNP Premier Pharmacy's trade dress, and (iv) any and all additional, different or replacement trade names, trademarks, service marks, logos and slogans that we adopt from time to time to identify the GNP Premier Program and products and services that can be offered by a GNP Premier Pharmacy or the GNP Premier Program, including Available Programs. Though there are currently none operational, we reserve the right to own and/or operate GNP Premier Pharmacies.

ABDC, as a pharmaceutical distribution services company, delivers medicines and other products to thousands of retail customers on a just-in-time basis, which are then dispensed or sold to patients and consumers. We also provide business coaching services to help those customers who are GNP Premier Pharmacies improve their businesses and focus on their strengths. GNP Premier Pharmacies offer other retail products and services, including traditional drug store categories such as vitamins, cough and cold, first aid, and analgesics. Some GNP Premier Pharmacies carry home healthcare products, such as canes, walkers and other durable medical equipment.

We offer GNP Premier Agreements that grant to eligible Customers the right to convert one or more existing or start-up pharmacies to each become a GNP Premier Pharmacy at a designated site ("Pharmacy Location"). The GNP Premier Agreement is attached to this Disclosure Document as Exhibit B. If you currently operate a pharmacy, we assume that you have an existing location, inventory,



equipment and other items necessary to operate a pharmacy at the time you sign the GNP Premier Agreement. You have the right to terminate the GNP Premier Agreement at any time on 60 days' notice without cause.

To be eligible to participate in the GNP Premier Program, you must meet our minimum requirements ("Premier Minimum Requirements"), including having a computer system for pharmacy management that allows participation in our InSite program from ABDC. For stores whose existing pharmacy management system does not enable participation in our program, we estimate it would take two to four months for a store to plan, evaluate, purchase and install the required system. See Items 8 and 11.

You must operate your GNP Premier Pharmacy and utilize Available Programs in accordance with the GNP Premier Agreement and the standards we establish ("Standards"). The Standards are described in our manuals and other directives to you, whether on paper or electronic form ("GNP Manual"), which we revise and supplement from time to time. The Standards pertain to, among other things, purchases of prescription pharmaceuticals, over-the-counter products, including our GNP private label products ("GNP Private Label Products"), health and beauty care products, signage and layouts, equipment, specifications for products and services, training, methods of inventory control, advertising and marketing programs and information technology, all of which we may improve, further develop or otherwise modify from time to time.

### GNP Premier Program

Among other things, the GNP Premier Agreement, which we began offering in 2009, provides an integrated bundle of programs and services ("Available Programs"), including programs and services for no additional fee such as Elevate Provider Network, InSite from ABDC, Claim Reconciliation, and Business Coaching. See description of the Available Programs under "Description of Available Programs" below in this Item, and in Term Sheets 1-10 of the GNP Premier Agreement (each, a "Term Sheet"). You must participate in certain Available Programs after your GNP Premier Agreement becomes effective and you may, from time to time, elect to enroll in others optional Available Programs some of which have additional fees. See pages 3-4 and Term Sheets 1-10 of the GNP Premier Agreement (Exhibit B to this Disclosure Document). Term Sheets 1-10 of the GNP Premier Agreement describe Available Programs we currently offer or provide to you.

Terms and conditions for each Available Program are provided on applicable Term Sheets, which are agreed to as part of the GNP Premier Agreement (see Term Sheets 1-10 which are attached to the GNP Premier Agreement). In addition, you will sign a Data Authorization to the Master Program Agreement (which is attached to the GNP Premier Agreement), which we then provide to one or more of your designated system vendors and our Program Partners (as defined in Term Sheet 2) as authorization to enable us to receive your Pharmacy Data (as defined in the Data Protection Provisions; See Exhibit A).

You may be required to fulfill certain prerequisite conditions before the services offered in such Available Program are made available to you. For an Available Program that is Optional, you may (i) enroll during the Term by submitting applicable information required to set-up your participation and requesting that ABDC begin providing such Available Program and (ii) disenroll by requesting that ABDC discontinue providing such Available Program, pursuant to the terms of such Term Sheet. All Term Sheets incorporate provisions of the GNP Premier Agreement by reference.

The following is a short description of the Available Programs. Also see Items 6, 8, 9 and 17 of this Disclosure Document for more information about the Available Programs.

The table below lists the Available Programs you must participate in under the GNP Premier Program. See Item 11 and relevant Term Sheets for more detailed descriptions.

| Required Programs   | Term Sheet    |
|---|---------------|
| <p><b>Elevate Provider Network®</b></p> <p>We will enter into agreements on your behalf with Payors (as defined in Item 16) that offer pharmacy benefit plans to their members. Individual Payors process and pay covered service claims you submit. We receive centralized payments from Payors and disburse your funds to you (“Central Pay”). We provide help desk service and in general facilitate your participation in managed care networks to gain access to patients.</p>   | Term Sheet 1  |
| <p><b>Elevate Advanced Features</b><br/> <i>(Included with Elevate Provider Network®)</i></p> <p>ABDC, together with Program Partners, has assembled a suite of data-driven services designed to assist you with your healthcare operations including treatment, payment, and healthcare operations activities. We will collect your Pharmacy Data directly from you and indirectly from Program Partners supporting or participating in the Available Programs, including without limitation your designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, Change Healthcare (a part of Optum® [“Change Healthcare”]), EnlivenHealth (f/k/a FDS AMPLICARE, Inc.) (“EnlivenHealth”), Retail Insights and Outcomes Operating, Inc. (f/k/a Prescribe Wellness) (“Outcomes”).</p>  | Term Sheet 2  |
| <p><b>Pre &amp; Post Edit Solutions (PPE)</b><br/> <i>(Part of the Elevate Advanced Features)</i></p> <p>ABDC, together with our Program Partner Change Healthcare, offers pre- and post-edit and other claim services. Your pharmacy must use Change Healthcare as its pharmacy switch for routing claims to Payors (as defined in Term Sheet 1). You must contract directly with Change Healthcare for pharmacy switching services (or indirectly through your pharmacy management system vendor). Change Healthcare captures your claim transactions and furnishes a copy to us for use in those programs designed to aid your pharmacy in its treatment, payment, and healthcare operations activities.</p> <p>Optional services offered by Change Healthcare through ABDC include payer compliance re-billing and electronic medical claims billing for immunization services.</p> | Term Sheet 2A |
| <p><b>Claim Reconciliation Services</b><br/> <i>(Part of the Elevate Advanced Features)</i></p> <p>ABDC, together with our Program Partner EnlivenHealth, extend our Central Pay services to include a self-service claims reconciliation solution through the use of a web-based portal so that your pharmacy staff can match claims to actual payments and generate various receivables reports. EnlivenHealth offers an optional “Concierge Service” for an additional monthly fee. Customers may enroll in the optional service directly with EnlivenHealth. This program is designed to aid your pharmacy in its payment and healthcare operations activities.</p> <p>An optional concierge service is offered by EnlivenHealth.</p>   | Term Sheet 2B |
| <p><b>InSite from ABDC</b><br/> <i>Pharmacy Management System Data</i></p> <p>We operate a proprietary data analytics system used to measure and compare pharmacy performance by organizing and analyzing detailed prescription and other business transaction data. Certain data is collected directly from you and other data indirectly with the collaboration of your designated system vendors and in cooperation with our Program Partners, including without limitation Change Healthcare (or other claims switching services provider approved by ABDC in writing), EnlivenHealth, Outcomes, and Retail Insights. We manage your data under the terms of our Data Protection Provisions (Exhibit A to the GNP Premier Agreement).</p> <p>Optional programs include InSite for Point-of-Sale System Data and the Five-Star Rebate Program.</p>                                   | Term Sheet 3  |



| <u>Required Programs</u>   | <u>Term Sheet</u> |
|--|-------------------|
| <b>First to Shelf®</b><br><i>Front-End Products</i><br><p>We will auto-ship to your pharmacy certain newly launched front-end products that we anticipate will be important products in the category. These products are often private label products or Rx-to-OTC switch items. You must promptly display the products.</p> | Term Sheet 5      |

### Optional Programs

The following optional programs are available to GNP Premier Pharmacies subject to the fees and conditions outlined in the following table and described in further detail in the relevant Term Sheets attached to your GNP Premier Agreement. You may (i) enroll during the Term by submitting applicable information required to set-up your participation and requesting that ABDC begin providing such Available Program and (ii) disenroll by requesting that ABDC discontinue providing such Available Program, pursuant to the terms of such Term Sheet. See Item 11 and relevant Term Sheets for more detailed descriptions.

| <u>Optional Programs</u>  | <u>Term Sheet</u> |
|---|-------------------|
| <b>Five-Star Rebate Program</b><br><p>We offer the Five-Star Rebate program to recognize high performance in CMS Star Measures and to encourage continuous performance improvements. Based on pharmacy performance measures, your pharmacy will be eligible for a rebate of up to 100 basis points (1.00%) on your overall net purchases of rebateable PRxO Generics®. The quarterly rebate is issued as a credit by us. As part of the program, you provide your consent to extract dispense usage data from your Pharmacy Data and make it available to our sales team to assist you in optimizing your purchase performance with ABDC. Requires participation in Elevate Advanced Features (Term Sheet 2). Further eligibility conditions apply (see Term Sheet 4) and may differ based on buying group affiliation; consult with your buying group for more details.</p> <p>No additional fees.</p> | Term Sheet 4      |
| <b>Pre &amp; Post Edit Solutions (PPE)</b><br><i>(Part of Elevate Advanced Features)</i><br><p>Customer may choose to participate in Change Healthcare's payer compliance re-billing and electronic medical claims billing for immunization services (where ABDC has signed network agreements with applicable Payors). Additional fees apply at the following negotiated pricing.</p> <p><u>Fees:</u><br/> <u>Payer Compliance Claims:</u> \$1.00 per successful claim<br/> <u>MedRx Immunization Claims:</u> \$1.00 per successful claim<br/> <u>Other Services:</u> Prevailing rate</p>  | Term Sheet 2A     |
| <b>Claim Reconciliation Concierge Services</b><br><p>This optional service is provided directly by EnlivenHealth who will assign a reconciliation analyst to you. This analyst will conduct those tasks normally handled by you or your staff in our self-service model. The analyst will regularly provide you reports on the state of your third-party receivables. You will sign a service agreement directly with EnlivenHealth to enroll in the optional Concierge program.</p> <p><u>Fees:</u><br/> \$199/month for optional Concierge Services (No fee for self-service)</p>   | Term Sheet 2B     |

| Optional Programs   | Term Sheet           |
|---|----------------------|
| <p><b>Outcomes PCS Solution (formerly PrescribeWellness Services)</b></p> <p>Outcomes makes available its Outcomes PCS Solution (as defined in Term Sheet 2C) offering real-time analytics and ongoing management tools designed to assist subscribing pharmacies in improving, among other things, patient health outcomes, patient adherence, and clinical services. The Outcomes PCS Solution is currently made available through Prescribe Wellness functionality but will be transitioned to OutcomesOne Premium. Subscribing customers will sign a service agreement directly with Outcomes to access certain modules or offerings available via this optional program. Applicable fees to be paid by Customer may vary and are dependent upon the manner in which Customer enrolls in the Outcomes PCS Solution and applicable Outcomes PCS Solution modules chosen by Customer. If Customer enrolls in the Outcomes PCS Solution directly through Outcomes, Customer will pay Outcomes' prevailing rates. Alternatively, if Customer enrolls in the Outcomes PCS Solution through ABDC and satisfies all applicable requirements (see Term Sheet 2C), Customer will pay the following rates, which may be increased by up to Five Percent (5%) annually, for the following Outcomes PCS Solution modules:</p> <p><u>OutcomesOne Premium (formerly PEC): \$49/store/month</u></p> <p><u>OutcomesOne Premium + Vaccine: \$129/store/month</u></p> <p><u>OutcomesOne Complete: \$249/store/month</u></p>   | <p>Term Sheet 2C</p> |
| <p><b>EnlivenHealth Patient Care Services</b></p> <p>EnlivenHealth makes available its Amplicare Clinical Solution (as defined in Term Sheet 2D) offering real-time analytics and ongoing management tools designed to assist subscribing pharmacies in improving, among other things, patient health outcomes, patient adherence, and clinical services. Subscribing customers will sign a service agreement directly with EnlivenHealth to access certain modules or offerings available via this optional program. Applicable fees to be paid by Customer may vary and are dependent upon the manner in which Customer enrolls in the Amplicare Clinical Solution and applicable Amplicare Clinical Solution bundles chosen by Customer. If Customer enrolls in the Amplicare Clinical Solution directly through EnlivenHealth, Customer will pay EnlivenHealth's prevailing rates. Alternatively, if Customer enrolls in the Amplicare Clinical Solution through ABDC and satisfies all applicable requirements (see Term Sheet 2D), Customer will pay the following rates for the following Amplicare Clinical Solution bundles:</p> <p><u>Clinical (includes care opportunities and medication therapy management): \$100/store/month</u></p> <p><u>Clinical Plus: \$249/store/month</u></p> <p><u>Premium: \$349/store/month</u></p> <p><u>Platinum: \$409/store/month</u></p> <p><i>*Additional transaction fees may apply based on the bundle chosen, as provided under Customer's direct agreement with EnlivenHealth respecting the Amplicare Clinical Solution.</i></p> | <p>Term Sheet 2D</p> |
| <p><b>InSite for Point-of-Sale System Data</b></p> <p>We also accept the data from your point-of-sale system to measure and compare the performance of the front-end of your pharmacy to your peers. Certain data is collected directly from you and other data indirectly with the collaboration of your designated system vendors and in cooperation with our Program Partners, including without limitation Change Healthcare (or other claims switching services provider approved by ABDC in writing), EnlivenHealth, Outcomes, and Retail Insights. We manage your data under the terms of our Data Protection Provisions (Exhibit A to the GNP Premier Agreement).</p> <p>No additional fees.</p>  | <p>Term Sheet 3</p>  |

| Optional Programs  | Term Sheet   |
|--|--------------|
| <p><b>Planogram Services</b></p> <p>We regularly publish and update schematic diagrams, known as “Planograms,” which specify the optimal layouts of traditional drug store front-end product categories. Planograms are designed based on industry and consumer research to increase product sales. If you enroll in Merchandising services, our team will implement the planograms as part of their scheduled visit in your store.</p> <p>No additional fees.</p>   | Term Sheet 5 |
| <p><b>Retail Product Zone Pricing</b></p> <p>We regularly publish and update suggested retail prices, based on competitive zones, for traditional drug store front-end products. Prices are set based on industry research. You will pick a specific price zone which is tied to targeted competitiveness.</p> <p>No additional fees.</p>  | Term Sheet 5 |
| <p><b>Front-End Support Kit</b><br/> <i>Monthly in-store promotional materials</i></p> <p>As an integral component of the Good Neighbor Pharmacy program, ABDC provides in-store promotional materials in reasonable quantities in a monthly kit for you to promptly display in-store, consistent with directions from ABDC in Program Guides.</p>   | Term Sheet 5 |
| <p><b>Merchandising Services</b></p> <p>A Retail Merchandising Specialist visits your pharmacy periodically to match pharmacy product choice and placement to category Planograms which you maintain between visits. You must substantially comply with Planogram layouts and stock substantially all Planogram products. Requires participation in InSite for Point-of-Sale System Data.</p> <p>No additional fees.</p>   | Term Sheet 5 |
| <p><b>Digital Marketing</b></p> <p>We provide a set of interrelated programs designed to assist you in promoting your pharmacy through the use of digital marketing channels. Programs include a website, mobile application, social media resources, pay-per-click digital advertising and local listing management all designed to attract patients and other consumers and build loyalty.</p> <p>No additional fees.</p>  | Term Sheet 6 |
| <p><b>Business Coaching</b></p> <p>Using the data received by InSite as well as additional financial and operational information you provide, a business coach will assess your pharmacy's current state, help identify opportunities to enhance performance and make recommendations to you based on industry best practices. The recommendations are intended to be able to be implemented in a relatively short period of time and without significant capital investment.</p> <p>No additional fees.</p> | Term Sheet 7 |
| <p><b>Pharmacy Data Services</b></p> <p>You may select which system data services you wish us to provide for your installed systems, including on-line order processing and item catalogs with price updates for your pharmacy management and point-of-sale systems</p> <p>No additional fees.</p>   | Term Sheet 8 |

| Optional Programs   | Term Sheet           |
|---|----------------------|
| <p><b>Unsaleable Returns</b></p> <p>To assist pharmacies in recovering the value of unsaleable products, we provide pharmacies with a comprehensive solution for disposal including all processing, shipping, and destruction costs. Premier pharmacies are eligible for onsite assistance and pre-funding based on the estimated recoverable value prior to returning the products.</p> <p>No additional fees.</p> | <p>Term Sheet 9</p>  |
| <p><b>Statement of Work Services (Form)</b></p> <p>You may request that we provide other services that are beyond Available Programs. The Special Project Form, when agreed upon by the parties, would describe the terms and conditions under which those extra services will be provided.</p> <p>Fees: Determined on a case-by-case basis.</p>  | <p>Term Sheet 10</p> |

### The General Market

We consider the market for pharmacies to be very well developed. GNP Premier Pharmacies offer most of their products and services to all types of consumers on a walk-in, retail basis. Some GNP Premier Pharmacies also serve long term care, assisted living, or similar facilities. Sales of prescription products are restricted by law to patients with a valid prescription. Sales of some products, both prescription and OTC, such as vaccines or cough and cold remedies, are generally seasonal.

### Industry Specific Regulation

You must comply with all federal, state and local laws relating to the offer and sale of prescription medicines, as well as regulations adopted by state pharmacy boards and the U.S. Food and Drug Administration and U.S. Drug Enforcement Administration, including to whom prescription pharmaceuticals may be sold and the storage, security and disposal of prescription pharmaceuticals. You must comply with regulations under the federal Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"). See, for example, HIPAA Business Associate Agreement, Exhibit B of the GNP Premier Agreement (which is Exhibit B of this Disclosure Document).

Development and operation of your GNP Premier Pharmacy will also be subject to compliance with applicable zoning and environmental regulations as well as federal and state employment and health and safety laws, including minimum wage laws governing some of your employees. Some of your GNP Premier Pharmacy's personnel may be paid at rates related to the federal minimum wage and, accordingly, further increases in the federal, state or local minimum wage will affect your labor costs. There may be other laws affecting your GNP Premier Pharmacy.

We are not aware of any laws or regulations that would apply to a GNP Premier Pharmacy differently than those that already apply to you if you operate an existing pharmacy or that will apply to you if you are opening a new start-up pharmacy. We recommend that you check with your state and local agencies to determine which laws apply to the operation of a GNP Premier Pharmacy in your area. You should consider these laws and regulations when evaluating your decision to participate in the GNP Premier Program.

### Competition

You will compete with other GNP Premier Pharmacies. You will also compete with other independent pharmacies and chain pharmacies in a variety of locations, including grocery and mass merchandisers and in some instances, hospital and clinic facilities. With respect to non-pharmaceutical products, you will compete with grocery stores, drug stores, discount stores and similar retail outlets.

## **ITEM 2**

### **BUSINESS EXPERIENCE**

#### **President and Chief Executive Officer: Robert P. Mauch**

Mr. Mauch has been President and Chief Executive Officer of the Company and a member of the Board since October 2024. Prior to that, he served as Executive Vice President and Chief Operating Officer from October 2022 to September 2024. He served as Group President from February 2019 to September 2022. He served as Group President, Pharmaceutical Distribution & Strategic Global Sourcing from June 2017 to February 2019. He served as President, AmerisourceBergen Drug Corporation from February 2015 to June 2017. Mr. Mauch served as Senior Vice President and Chief Operating Officer, AmerisourceBergen Drug Corporation from March 2014 to February 2015. He was Senior Vice President, Operations, AmerisourceBergen Drug Corporation from April 2012 to March 2014. He was Senior Vice President of Sales and Marketing, AmerisourceBergen Drug Corporation from April 2011 to April 2012. He was Senior Vice President, Alternate Care Sales and Marketing, AmerisourceBergen Drug Corporation from May 2010 to April 2011. Mr. Mauch has been employed by the Company or one of its predecessors for over 25 years..

#### **Executive Vice President and Chief Financial Officer: James F. Cleary**

Mr. Cleary has been Executive Vice President since March 2015 and became Chief Financial Officer in November 2018. He served as Group President, Global Commercialization Services & Animal Health from June 2017 to November 2018. He previously served as President, MWI Animal Health from March 2015 to June 2017. Prior to joining the Company, he was President and Chief Executive Officer of MWI Veterinary Supply, Inc. from June 2002. Mr. Cleary has been employed by the Company or one of its predecessors for over 25 years..

#### **Executive Vice President and Chief Legal Officer: Elizabeth Campbell**

Ms. Campbell has been Executive Vice President and Chief Legal Officer since September 2021. She served as Senior Vice President and Deputy General Counsel from June 2020 to August 2021. Prior to that, Ms. Campbell served in a variety of roles within the Company's legal department with increased responsibility, including serving as Chief Litigator and Chief Compliance Counsel. Ms. Campbell has been employed by the Company for 14 years.

#### **Executive Vice President and President, U.S. Pharmaceutical and Animal Health: Rich Tremonte**

Mr. Tremonte has served as EVP & President of U.S. Pharmaceutical and Animal Health at Cencora since October 2022. Prior to this role, Mr. Tremonte served as EVP & President of Community & Specialty Pharmacy at Cencora beginning September 2018 and President of Strategic Global Sourcing from June 2017 until September 2018. This included leading global offices in Ireland and Switzerland

#### **Senior Vice President, Community & Specialty Pharmacy and Marketing Retail Executive Vice President: Franklin Harris**

Mr. Harris has served as our Senior Vice President, Independent Community & Specialty Pharmacy Field and Inside Sales since July 2020. Mr. Harris joined Cencora in 1997 and has held roles within CSP sales, Strategic Global Sourcing as well as internationally where he worked within the Walgreens Boots Alliance Development Sourcing Group as the AmerisourceBergen Seconded. Mr. Harris is located in our office in Conshohocken, Pennsylvania.

#### **Senior Vice President, Community & Specialty Pharmacy Solutions and President, Good Neighbor Pharmacy: Jennifer Zilka**

Ms. Zilka has served as Senior Vice President, Community & Specialty Pharmacy Solutions and President, Good Neighbor Pharmacy Since October 2021. Prior to her current role, Ms. Zilka served as



Senior Vice President of Good Neighbor Pharmacy Field Programs and Services since March 2018 and the Vice President of Good Neighbor Pharmacy Business Coaching and Pharmacy Ownership Services from 2015 until March 2018.

### **ITEM 3**

#### **LITIGATION**

Cencora, our parent, is one of the largest global pharmaceutical sourcing and distribution services companies. As a result, at any given time, Cencora and its subsidiaries may be involved in lawsuits, administrative proceedings, government subpoenas and investigations which may be viewed as ordinary and routine. Such matters may allege or involve, among other things, fraud, unfair practices or comparable allegations.

Other than the matters below, at this time, we do not view these matters as material to prospective franchisees. Cencora's audited financial statements describe certain of these matters. See Note 13 and Note 14 of Exhibit E to this Disclosure Document. Further, Cencora may have been involved in matters in which it was alleged to have violated antitrust or securities law or to have engaged in fraud, misrepresentation or similar behavior which may be considered other than routine in nature, but which we do not believe, at this time, are material to a prospective franchisee.

United States ex rel. Michael Mullen v. AmerisourceBergen Corporation, et al., Civil Action No. CV-10-4856 (E.D.N.Y); United States ex rel. Omni Healthcare Inc. v. AmerisourceBergen, et al., Civil Action No. CV-12- 1178 (E.D.N.Y); United States ex rel. Daniel Sypula and Kelly Hodge v. AmerisourceBergen Drug Corporation, et al., CV-13-10439 (E.D.MI.). In these three related cases, Cencora settled civil claims pertaining to a formerly operating subsidiary of AmerisourceBergen Specialty Group, LLC's alleged violation of the False Claims Act, 31 U.S.C. §3730(b). Cencora paid the sum of \$625 million to settle the cases without any admission of liability.

In re: National Prescription Opiate Litigation, Case Number 1:17-md-02804 (N.D. Ohio). A significant number of counties, municipalities, and other governmental entities in a majority of U.S. states and Puerto Rico, as well as numerous states and tribes, filed lawsuits in various federal, state and other courts against pharmaceutical wholesale distributors (including Cencora and certain subsidiaries, such as ABDC and H.D. Smith), pharmaceutical manufacturers, retail pharmacy chains, medical practices, and physicians relating to the distribution of prescription opioid pain medications.

Starting in December 2017, more than 2,000 cases were transferred to Multidistrict Litigation ("MDL") proceedings before the United States District Court for the Northern District of Ohio (the "Court"). Since then, several cases filed by government and tribal plaintiffs that were selected as bellwether cases in the MDL have been resolved through trial or settlement. Following trial in two consolidated cases in West Virginia federal court, the court entered judgment in favor of the defendants, including Cencora. The plaintiffs filed an appeal of the court's decision on August 2, 2022, which remains pending.

On July 21, 2021, Cencora announced that it and the two other national pharmaceutical distributors had negotiated a Distributor Settlement Agreement that, if all conditions were satisfied, would result in the resolution of a substantial majority of opioid lawsuits filed by state and local governmental entities. The Distributor Settlement Agreement became effective on April 2, 2022 and as of September 30, 2024, it included 48 of 49 eligible states (the "Settling States") as well as 99% by population of the eligible political subdivisions in the Settling States. The Distributor Settlement Agreement requires the Company to comply with certain requirements, including the establishment of a clearinghouse that will consolidate data from all three national pharmaceutical distributors. West Virginia and its subdivisions and Native American tribes are not a part of the Distributor Settlement Agreement, and the Company has reached separate agreements with those groups. The State of Alabama also did not participate in the Distributor

Settlement Agreement and was pursuing a case against the Company (and another national pharmaceutical distributor) in Alabama state court. On February 28, 2024, the Company and another national distributor executed an agreement with the State of Alabama and all its participating subdivisions to resolve opioid related claims. Pursuant to the agreement, the two distributors will pay approximately \$245 million, including attorneys' fees and costs, to the State of Alabama and its participating subdivisions, of which the Company's portion is 50%. On July 1, 2024, the Court entered a Final Consent Judgment and Dismissal with Prejudice pursuant to the terms of the settlement agreement. In Maryland, a trial commenced on September 16, 2024 in a case filed by the Mayor and City Council of Baltimore. On November 12, 2024, the jury returned a verdict finding ABDC (and another national distributor) liable for public nuisance and assessing approximately \$274 million total in compensatory damages, approximately \$74 million of which was assessed against ABDC. A second phase of the trial is scheduled to commence on December 11, 2024 related to the City of Baltimore's request for an abatement remedy, which will proceed as a bench trial. While the judgment is not yet final, the Company is evaluating next steps, including a possible appeal. The \$74 million is a component of the Company's \$4.9 billion litigation liability as of September 30, 2024 as described below.

The MDL Court selected four cases filed by third-party payors to serve as additional litigation bellwethers. On May 31, 2024, the MDL Court severed and stayed these four cases against the Company and the two other national pharmaceutical distributors, pursuant to ongoing settlement discussions to resolve litigation filed by a putative class of third-party payors. On August 29, 2024, the Company and two other national pharmaceutical distributors entered into a proposed class action settlement agreement to resolve the opioid-related claims of a proposed settlement class of third-party payors. Pursuant to the agreement, the Company recorded a \$93.0 million litigation expense accrual in Litigation and Opioid-Related Expenses (Credit), Net in its fiscal 2024 Consolidated Statement of Operations. On September 3, 2024, the MDL Court granted a motion for preliminary approval of the proposed class action settlement. Federal law imposes additional requirements before the class settlement can become final, including notice to class members, a time period for submission of any objections to the settlement or requests to be excluded from the settlement, and a fairness hearing, among other procedural steps, as described in the MDL Court's September 3, 2024 order. The MDL Court has scheduled a fairness hearing for January 13, 2025.

On September 26, 2024, the Company and two other national pharmaceutical distributors entered into a proposed class action settlement agreement to resolve the opioid-related claims of a proposed settlement class of hospitals. The Company recorded a \$120.9 million litigation expense accrual in Litigation and Opioid-Related Expenses (Credit), Net in its fiscal 2024 Consolidated Statement of Operations, representing the Company's expected share of the potential class action settlement. Pursuant to these settlement discussions, a case in Alabama that involved up to eight plaintiff hospitals, and that was scheduled to begin trial on July 8, 2024, has now been severed and stayed as to the Company. On October 30, 2024, the United States District Court for the District of New Mexico granted a motion for preliminary approval of the proposed class action settlement. Federal law imposes additional requirements before the class settlement can become final, including notice to class members, a time period for submission of any objections to the settlement or requests to be excluded from the settlement, and a fairness hearing, among other procedural steps, as described in the Court's October 30, 2024 order. The Court has scheduled a fairness hearing for March 4, 2025.

In January 2024, the Company prepaid the net present value of a future obligation as permitted under its settlement agreements. The discount on the future obligation resulted in a \$0.1 billion reduction of its accrued litigation liability. The Company's accrued litigation liability related to the Distributor Settlement Agreement, including the State of Alabama and an estimate for nonparticipating government subdivisions (with whom the Company has not reached a settlement agreement), as well as other opioid-related litigation for which it has reached settlement agreements, as described above, was \$4.9 billion as of September 30, 2024 and \$5.5 billion as of September 30, 2023. The \$4.9 billion liability will



be paid over 14 years. The Company currently estimates that \$630.2 million will be paid prior to September 30, 2025, which is recorded in Accrued Expenses and Other on the Company's Consolidated Balance Sheet. The remaining long-term liability of \$4.3 billion is recorded in Accrued Litigation Liability on the Company's Consolidated Balance Sheet. While the Company has accrued its estimated liability for opioid litigation, it is unable to estimate the range of possible loss associated with the matters that are not included in the accrual. Because loss contingencies are inherently unpredictable and unfavorable developments or resolutions can occur, the assessment is highly subjective and requires judgments about future events. The Company regularly reviews opioid litigation matters to determine whether its accrual is adequate. The amount of ultimate loss may differ materially from the amount accrued to date. Until such time as otherwise resolved, the Company will continue to litigate and prepare for trial and to vigorously defend itself in all such matters. Since these matters are still developing, the Company is unable to predict the outcome, but the result of these lawsuits could include excessive monetary verdicts and/or injunctive relief that may affect the Company's operations. Additional lawsuits regarding the distribution of prescription opioid pain medications have been filed and may continue to be filed by a variety of types of plaintiffs, including lawsuits filed by non-governmental or non-political entities and individuals, among others. The Company is vigorously defending itself in the pending lawsuits and intends to vigorously defend itself against any threatened lawsuits or enforcement proceedings.

Since July 2017, Cencora has received subpoenas from several U.S. Attorney's Offices, including grand jury subpoenas from the U.S. Attorney's Office for the District of New Jersey ("USAO-NJ") and the U.S. Attorney's Office for the Eastern District of New York ("USAO-EDNY"). Those subpoenas requested the production of a broad range of documents pertaining to Cencora's distribution of controlled substances through its various subsidiaries, including ABDC, and its diversion control programs. Cencora produced documents in response to the subpoenas and engaged in discussions with the various U.S. Attorney's Offices, including the Health Care and Government Fraud Unit of the Criminal Division of the USAO-NJ, the U.S. Department of Justice Consumer Protection Branch and the U.S. Drug Enforcement Administration, in an attempt to resolve these matters. On December 29, 2022, the Department of Justice filed a civil Complaint against Cencora, ABDC, and Integrated Commercialization Services, LLC ("ICS"), a subsidiary of Cencora, alleging violations of the Controlled Substances Act. Specifically, the Complaint alleges that Cencora negligently failed to report suspicious orders to the Drug Enforcement Administration. In the Complaint, the Department of Justice seeks civil penalties and injunctive relief. This Complaint relates to the aforementioned and previously disclosed investigations. On March 30, 2023, Cencora filed a motion to dismiss the Complaint in its entirety on behalf of itself, ABDC, and ICS. On November 6, 2023, the United States District Court for the Eastern District of Pennsylvania granted in part and denied in part the motion, dismissing with prejudice all claims for civil penalties for Defendants' alleged violations of the suspicious order reporting requirement prior to October 24, 2018, but otherwise denying the motion. On December 18, 2023, Cencora, ABDC and ICS filed an Answer and Affirmative Defenses to the Complaint. On January 23, 2024, the Court entered a Scheduling Order setting the fact discovery deadline as January 9, 2026 and the expert discovery deadline as September 18, 2026. Cencora denies the allegations in the Complaint and intends to defend itself vigorously in the litigation.

In addition to the above-referenced matters, please see Cencora's SEC filings, which disclose additional lawsuits not directly related to the franchise offering or franchise system involving the manufacturing, administering, prescribing, distributing, or storing of pharmaceutical products where Cencora has been named as a defendant.

No other litigation information is required to be disclosed in this Item.

## **ITEM 4**

### **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

## **ITEM 5**

### **INITIAL FEES**

#### **Premier Agreement**

Although we do not charge you an initial franchise fee, you may have to pay us or our affiliates for certain goods or services upon signing the Premier Agreement as described in the “Start of GNP Premier Program Billing” subsection below (existing store) or prior to your store’s opening date (start-up store).

#### **Initial Inventory of Pharmaceutical and Front-End Products**

For an existing pharmacy, no incremental inventory may be required other than the requirements for GNP Private Label Products described below. Accordingly, the low-end estimate for this cost for an existing pharmacy is \$0. Depending on your existing inventory of pharmaceutical and front-end products, we estimate in certain cases an existing pharmacy may be required to expend up to \$25,000 for an initial inventory of these products. For a start-up pharmacy, we estimate that before your opening date you will pay us \$75,000 to \$125,000 for an initial inventory of pharmaceutical and front-end products.

#### **GNP Private Label Products**

For an existing pharmacy that is already stocked with a broad selection of GNP Private Label Products, we anticipate little or no additional expenditure for GNP Private Label Products will be required. However, if you are a start-up franchisee or your existing pharmacy does not currently stock a broad selection, you must place an order for GNP Private Label Products with us in quantities you determine are reasonable to meet anticipated consumer demand. We estimate this amount may be \$0 to \$1,200 for existing stores that have regularly stocked GNP Private Label Products. We estimate that a store with no or minimal existing inventory of GNP Private Label Products may place an order ranging from \$5,000 to \$12,000 (see Item 7 and Item 8), depending on the size of the store, front-end categories carried, the number of facings, and the market where it is located.

#### **Interior and Exterior Signage**

We provide complimentary signage packages to all new franchisees that, when applied according to our standards, meet our minimum requirements (for an existing Voluntary Pharmacy converting to a GNP Premier Pharmacy we may provide only a partial package as compliant signage may already be installed). To encourage you to enhance the appearance of your GNP Premier Pharmacy and further apply the Good Neighbor Pharmacy trade dress at your location, we offer new franchisees a one-time purchase match of up to \$2,500 per location to order additional or enhanced signage and other trade dress that meets our specifications within 180 days of signing the Premier Agreement (the “Purchase Match Amount”). We will match your initial purchase, dollar for dollar, up to \$2,500 for qualified expenses which meet our specifications. For example:

- ▶ If you spend \$1,000, you will get a \$1,000 match
- ▶ If you spend \$2,500, you will get a \$2,500 match
- ▶ If you spend \$3,000, you will get a \$2,500 match

To obtain the Purchase Match Amount, you must place your signage order within 180 days of signing the Premier Agreement and order through our approved vendor (currently GoodNeighborPharmacySigns.com) or submit pre-approved estimates and copies of paid invoices, along with photos of the installed trade dress to the Good Neighbor Pharmacy department in our Conshohocken, PA office via email to [programs@amerisourcebergen.com](mailto:programs@amerisourcebergen.com). If you terminate the Premier Agreement for any reason other than an uncured default by ABDC prior to the end of the first full twelve (12) month period that the Premier Agreement is in effect, you will pay ABDC, in addition to any other amounts or damages that may be owed to ABDC under any other agreement and not as liquidated damages, an amount equal to the Purchase Match Amount.

Typically, all signage must be purchased from an approved vendor. From time to time, ABDC will pre-purchase signage from the approved vendor to facilitate delivery of signage, in which case you may be billed for signage originally purchased by ABDC from this outside vendor. The cost of the various signage and trade dress available for purchase from our approved vendors and according to our specifications will range between \$0 and \$25,000 depending on your choices. Since our complimentary signage package meets our minimum requirements the low estimate on expenses is \$0.

### Leasehold Improvements

If you have an existing pharmacy, depending on the design and layout of your pharmacy, you may not need to incur any additional leasehold costs. If you do need to incur leasehold costs, these improvements vary substantially based on the location and condition of your existing pharmacy.

If you are opening a start-up pharmacy, the cost of leasehold improvements will vary based on the size and existing configuration of the premises as well as local factors such as wage rates and availability and price of materials. These costs may also vary if the landlord agrees to incur the costs and allocate them over the term of the lease.

Our pharmacy transformation services group can, at your option and upon the execution of a corresponding agreement, evaluate your existing pharmacy, recommend improvements and manage the project for you for a base fee ranging from \$1,500 to \$3,000 depending on the applicable services tier chosen. Additional fees may apply.

### Optional Available Programs

At this time, there are no initial fees for Available Programs in which you elect to participate, as described in Term Sheets 1-10 of the GNP Premier Agreement (Exhibit B to this Disclosure Document).

### Start of GNP Premier Program Billing

ABDC invoices any monthly fees such as the Premier program fee, and initial fees (applicable to optional programs and promotional material) in arrears (typically on the 25<sup>th</sup> of the month). Typically you will pay on the same terms on which you pay for other goods and services purchased from us or as we mutually agree (such as by the 10<sup>th</sup> of the following month).

### Release from Claims

As part of your consideration for entering into the GNP Premier Agreement with us, you, your owners and affiliates agree to release us from any and all claims in connection with offering ABDC's Voluntary Pharmacy program. This release does not apply to any claim related to this offer of the GNP Premier Agreement.

The fees described above are uniform as to all customers who sign the GNP Premier Agreement and such fees are fully earned when paid and not refundable.

**ITEM 6**  
**OTHER FEES**

| Type of Fee  | Amount  | Due Date | Remarks, Definitions and Caveats   |
|--|---|----------|--|
| GNP Premier Fee  | \$599   | Monthly  | If you are an existing pharmacy, you will begin paying this fee in the month after you sign the GNP Premier Agreement. If you are a start-up pharmacy, you will begin paying this fee the month after you open for business. We may increase the monthly fee upon 120 days' notice.  |
| Claim Reconciliation Concierge Services                | \$199/month   | Monthly  | \$199/month for optional Concierge Services (No fee for self-service)  |
| Outcomes Patient Care Services (Outcomes PCS Solution) | <u>OutcomesOne Premium (formerly PEC):</u><br>\$49/store/month<br><u>OutcomesOne Premium + Vaccine:</u><br>\$129/store/month<br><u>OutcomesOne Complete:</u><br>\$249/store/month | Monthly  | Subscribing customers will sign a service agreement directly with Outcomes to access certain modules or offerings available via this optional program. Applicable fees to be paid by Customer may vary and are dependent upon the manner in which Customer enrolls in the Outcomes PCS Solution and applicable Outcomes PCS Solution modules chosen by Customer. If Customer enrolls in the Outcomes PCS Solution directly through Outcomes, Customer will pay Outcomes' prevailing rates. Alternatively, if Customer enrolls in the Outcomes PCS Solution through ABDC and satisfies all applicable requirements (see Term Sheet 2C), Customer will pay the rates listed in this table, which may be increased by up to Five Percent (5%) annually, for the applicable Outcomes PCS Solution modules. Customer may not concurrently enroll in the Outcomes PCS Solution and EnlivenHealth Patient Care Services via ABDC. |

| Type of Fee   | Amount   | Due Date  | Remarks, Definitions and Caveats   |
|---|--|---|--|
| EnlivenHealth Patient Care Services (Amplicare Clinical Solution) | <u>Clinical (includes care opportunities and medication therapy management):</u><br><u>\$100/store/month</u><br><u>Clinical Plus:</u><br><u>\$249/store/month</u><br><u>Premium:</u><br><u>\$349/store/month</u><br><u>Platinum:</u><br><u>\$409/store/month</u> | Monthly   | <p>Subscribing customers will sign a service agreement directly with EnlivenHealth to access certain modules or offerings available via this optional program. Applicable fees to be paid by Customer may vary and are dependent upon the manner in which Customer enrolls in the Amplicare Clinical Solution and applicable Amplicare Clinical Solution bundles chosen by Customer. If Customer enrolls in the Amplicare Clinical Solution directly through EnlivenHealth, Customer will pay EnlivenHealth's prevailing rates. Alternatively, if Customer enrolls in the Amplicare Clinical Solution through ABDC and satisfies all applicable requirements (see Term Sheet 2D), Customer will pay the rates listed in this table for the applicable Amplicare Clinical Solution bundles. Customer may not concurrently enroll in the Outcomes PCS Solution and EnlivenHealth Patient Care Services via ABDC.</p> <p>Additional transaction fees may apply based on the bundle chosen, as provided under Customer's direct agreement with EnlivenHealth respecting the Amplicare Clinical Solution.</p> |
| Special Projects  | Varies   | As incurred, 15 days from invoice date or as otherwise agreed | We will charge for time and materials or at a fixed price, as negotiated, for any special projects not covered by a Term Sheet or other agreement.   |
| Indemnification Costs   | Varies   | As incurred   | As more fully specified in Items 7 and 8, you must carry liability insurance that covers ABDC and its affiliates as additional insureds and if we or our affiliates are threatened with liability due to operation of your GNP Premier Pharmacy you must pay for the cost to defend us.  |

| Type of Fee | Amount  | Due Date    | Remarks, Definitions and Caveats                          |
|-------------|---|-------------|---|
| Late Fee    | Lower of 0.05% per day (18%/360) or maximum rate permitted by law | As incurred | Payable so long as the respective payment remains unpaid. |

#### Explanatory Notes

In addition to the initial fees in Item 5, and except as described above, all fees are uniformly imposed by and payable to us. All fees are non-refundable. We must provide 60 days' prior written notice to change fees on any Available Program and, you may terminate with 60 days' prior written notice.

Typically you will pay on the same terms (such as weekly or semi-monthly) on which you currently pay us for other goods and services you purchase; otherwise payments are due 15 days from invoice date unless noted otherwise above.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**A. Existing Pharmacy**

| Type of Expenditure  | Amount  | Method of Payment | When Due                               | To Whom Payment is Made       |
|--|---|-------------------|--|-------------------------------|
| Leasehold Improvements <sup>(a)</sup>                                      | \$0 to \$50,000   | As arranged       | As agreed                              | Third Party Contractors       |
| Leasehold Improvement Management Services <sup>(a)</sup>                   | \$0 to \$1,500  | As arranged       | As agreed                              | ABDC                          |
| Furniture, Fixtures, and Equipment   | \$0 to \$50,000   | As arranged       | As agreed                              | Third Party Vendors           |
| Pharmacy Management System Hardware and Software <sup>(b)</sup>            | \$0 to \$15,000   | As arranged       | As agreed                              | Third Party Vendors           |
| Point of Sale System Hardware and Software <sup>(c)</sup>                  | \$0 to 35,000   | As arranged       | As agreed                              | Third Party Vendors           |
| Interior and Exterior Signage <sup>(d)</sup>                               | \$0 to \$5,000 (interior)<br>\$0 to \$20,000 (exterior) | As arranged       | As agreed                              | ABDC or Approved Vendors      |
| Fees for Optional Goods and Services <sup>(e)</sup>                        | \$0 to \$1,908 (3 months)                               | As arranged       | As agreed                              | Vendors                       |
| Insurance <sup>(f)</sup>   | \$1,500 to \$5,000                                      | As arranged       | As agreed                              | Third Party Insurance Company |
| Opening Inventory <sup>(g)</sup> (exclusive of GNP Private Label Products) | \$0 to \$250,000  | As arranged       | Net 10 days after semi-monthly billing | ABDC                          |
| GNP Private Label Products <sup>(h)</sup>                                  | \$0 to \$1,200  | As arranged       | As agreed                              | ABDC                          |
| Pharmacy and Business Licenses <sup>(i)</sup>                              | \$500 to \$3,000  | As arranged       | As agreed                              | Licensing Authorities         |



|   |                              |             |           |         |
|---|------------------------------|-------------|-----------|---------|
| Additional Advertising and Marketing <sup>(j)</sup> | \$0 to \$15,000              | As arranged | As agreed | Vendors |
| Additional Funds – 3 months <sup>(k)</sup>          | \$40,000 to \$50,000         | As arranged | As agreed | Vendors |
| GNP Premier Fee – 3 months                          | \$1,797                      | As arranged | As agreed | ABDC    |
| <b>Total<sup>(l)</sup>:</b>                         | <b>\$43,797 to \$556,405</b> |             |           |         |

## B. Start-Up Pharmacy

| Type of Expenditure  | Amount  | Method of Payment | When Due                               | To Whom Payment is Made       |
|--|---|-------------------|--|-------------------------------|
| Real Property Lease/Leasehold Improvements <sup>(a)</sup>                  | \$50,000 to \$110,000                                   | As arranged       | As agreed                              | Third Party Contractors       |
| Leasehold Improvement Management Services <sup>(a)</sup>                   | \$0 to \$1,500  | As arranged       | As agreed                              | ABDC                          |
| Furniture, Fixtures, and Equipment   | \$25,000 to \$75,000                                    | As arranged       | As agreed                              | Third Party Vendors           |
| Pharmacy Management System Hardware and Software <sup>(b)</sup>            | \$0 to \$15,000   | As arranged       | As agreed                              | Third Party Vendors           |
| Point of Sale System Hardware and Software <sup>(c)</sup>                  | \$0 to 35,000   | As arranged       | As agreed                              | Third Party Vendors           |
| Interior and Exterior Signage <sup>(d)</sup>                               | \$0 to \$5,000 (interior)<br>\$0 to \$20,000 (exterior) | As arranged       | As agreed                              | ABDC or Approved Vendors      |
| Fees for Optional Goods and Services <sup>(e)</sup>                        | \$0 to \$1,908 (3 months)                               | As arranged       | As agreed                              | Vendors                       |
| Insurance <sup>(f)</sup>   | \$1,500 to \$5,000                                      | As arranged       | As agreed                              | Third Party Insurance Company |
| Opening Inventory <sup>(g)</sup> (exclusive of GNP Private Label Products) | \$75,000 to \$125,000                                   | As arranged       | Net 10 days after semi-monthly billing | ABDC                          |

|   |                               |             |           |                       |
|---|-------------------------------|-------------|-----------|-----------------------|
| GNP Private Label Products <sup>(h)</sup>           | \$5,000 to 12,000             | As arranged | As agreed | ABDC                  |
| Pharmacy and Business Licenses <sup>(i)</sup>       | \$500 to \$3,000              | As arranged | As agreed | Licensing Authorities |
| Additional Advertising and Marketing <sup>(j)</sup> | \$0 to \$15,000               | As arranged | As agreed | Vendors               |
| Additional Funds – 3 months <sup>(k)</sup>          | \$120,000 to \$150,000        | As arranged | As agreed | Vendors               |
| GNP Premier Fee – 3 months                          | \$1,797                       | As arranged | As agreed | ABDC                  |
| <b>Total<sup>(l)</sup>:</b>                         | <b>\$278,797 to \$575,205</b> |             |           |                       |

Explanatory Notes to Charts A and B.

- a) Real property lease, leasehold improvements, furniture, fixtures and equipment. If you have an existing pharmacy, depending on the design and layout of your pharmacy, you may not need to incur any additional leasehold costs. If you do need to incur leasehold costs, these improvements vary substantially based on the location and condition of your existing pharmacy. Our pharmacy transformation services group can, subject to execution of a corresponding agreement, evaluate your existing pharmacy, recommend improvements and manage the project for you; additional terms and conditions apply. If you are opening a start-up pharmacy, the cost of leasehold improvements will vary based on the size and existing configuration of the premises as well as local factors such as wage rates and availability and price of materials. These costs may also vary if the landlord agrees to incur the costs and allocate them over the term of the lease.
- b) Pharmacy Management Systems. Pharmacy management systems enable the prescription dispensing process including patient profiles, clinical screening, inventory replenishment, claim submissions and connectivity to e-prescribing networks. As discussed above, you must participate in InSite from ABDC, a proprietary pharmacy performance analytics system that measures pharmacy performance using data from your pharmacy management system. If your existing system is from one of the participating industry vendors with whom we have agreements to facilitate your participation in InSite, we anticipate you will incur minimal or no expense. The above estimate is for start-up pharmacies and for existing pharmacies that need to purchase or replace computer hardware, software and related services from a participating vendor.
- c) Point-of-Sale Systems. Point-of-sale systems enable retail checkout processes such as UPC scanning, credit and debit card processing, inventory replenishment, and sales reporting. Use of a point-of-sale system is not required under the GNP Premier Agreement but is highly recommended. As discussed above, we offer you optional participation to upload your sales transaction data into InSite from ABDC, a proprietary pharmacy performance analytics system that measures pharmacy performance using data from pharmacy management and point-of-sale systems. Uploading your sales transaction data into InSite may be required for participation in certain front-end retail programs such as merchandising services. If your existing point-of-sale system is from one of the participating industry vendors with whom we have agreements to facilitate your participation in InSite, we anticipate you will incur minimal or no expense. The above estimate is for start-up pharmacies and for existing pharmacies that

need to purchase or replace computer hardware, software and related services from a participating industry vendor.

- d) Interior and Exterior Signage. We provide complimentary signage packages to all new franchisees that meet our standard, minimum requirements at the time of application (for an existing Voluntary Pharmacy upgrading to a Premier Pharmacy we may provide only a partial package as compliant signage might already be installed). Therefore, we anticipate that you will have minimal or no initial expense for signage. The above estimates are provided in the event that you wish to further enhance the appearance of your location with Good Neighbor Pharmacy exterior signage and/or interior trade dress. In the event you choose to purchase or replace exterior signage, your costs will depend on the physical features of your location and whether you have architectural, municipal or lease restrictions on the signage you can use. In all cases, you must meet or exceed our specifications for your signage unless you are restricted by local ordinance or lease provisions from meeting our specifications. While such expenses vary widely, for purposes of comparison, we estimate you may spend up to \$5,000 if you choose to purchase additional interior trade dress and up to \$20,000 if you choose to enhance your exterior signage. For additional information on signage and trade dress, see Item 5 above.
- e) Optional Goods and Services. The low-end estimate assumes you do not enroll in any optional programs while the high-range estimate assumes you will choose to enroll and pay fees for optional products and services. See Item 6.
- f) Insurance. If you have an existing pharmacy, we anticipate you will incur no incremental expense for required insurance coverage. For start-up pharmacies, the amount in the table represents our best estimate of the annual premiums in the marketplace to provide the coverage/limits for commercial general liability and professional liability insurance that meet our requirements. See Item 8 for a more detailed description of insurance requirements. Costs for insurance may vary substantially based on the geographic location of your pharmacy.
- g) Opening Inventory. If you have an existing pharmacy, we anticipate you will incur modest incremental expenses (from \$0 - \$25,000) to meet our recommendations which may include categories carried, adjacencies and number of facings of product on your shelves. For start-up pharmacies we estimate a range of \$75,000 to \$125,000 depending on the size of your location to stock a reasonable supply of front-end and prescription products.
- h) GNP Private Label Products. If your pharmacy is an existing Voluntary Pharmacy, we anticipate you will incur little or no additional investment (\$0 - \$1,200) in GNP Private Label Product inventory. If you are a start-up pharmacy or an existing pharmacy with no GNP Private Label product on your shelves we estimate an investment of \$5,000 to \$12,000 so that, as you reasonably determine based on your experience, you can carry a representative assortment to meet consumer demand, taking into account, among other things, your Pharmacy's size and market. Any such initial inventory that is purchased from us will typically be on terms that are the same or substantially similar to those that would be available to you whether or not you are a GNP Premier Pharmacy.
- i) Pharmacy and Business Licenses. You must obtain certain business licenses and occupancy permits to operate a retail pharmacy. If you have an existing pharmacy, we assume you have all required licenses and, as such, will have minimal or no incremental expenses. For start-up pharmacies we estimate a range of \$500 to \$2,500 to obtain the licenses under state and federal law required to operate a pharmacy as well as permits. The costs will vary by state and may be impacted by local ordinances. We assume that licenses or other fees for pharmacists, pharmacy technicians or other employees are not your expenses.

- j) Advertising and Marketing. If you have an existing pharmacy, you may feel you have no significant need for “new business” advertising in which case we have estimated no expense at the low end. In addition, we will expend certain amounts on advertising (see Item 11) to promote the Good Neighbor Pharmacy franchise system generally. However, we recommend that both start-up pharmacies and existing pharmacies also promote a grand opening for their new GNP Premier Pharmacy. Amounts for such promotions vary widely based on the extent to which you advertise and the media you elect to use. Accordingly, we have estimated \$15,000 at the high end. Advertising is suggested as a best practice regardless of when the pharmacy opened.
- k) Additional Funds. For start-up pharmacies and for purposes of comparison, we estimate that a typical pharmacy would incur the following on-going expenses over a three-month period of operation: phone (\$2,000-\$3,000); other utilities (\$15,000-\$20,000); rent (\$30,000-\$35,000); security (\$2,000-\$3,000); trash/waste removal (\$500-\$1,000); legal, accounting and other professional services (\$6,000-\$7,000); office systems (\$6,000-\$7,000); and miscellaneous/other (\$58,500-\$74,000); for a total of \$120,000 to \$150,000.
- l) Total Initial Investment. These figures are an estimate of your total opening and operating expenses for the initial three months of business. They are based on the experiences of pharmacy owners that have operated pharmacies over more than 10 years.

We do not offer, directly or indirectly, any financing arrangements for your initial investment in connection with the GNP Premier Pharmacy franchise relationship. To our knowledge, costs and expenses described above are not refundable.

## ITEM 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

To ensure that the quality of the products and services you offer under our Marks is consistent, the furniture, fixtures equipment, and signage used in connection with your GNP Premier Pharmacy, must meet the Standards we establish as contained in the GNP Premier Agreement and GNP Manual. We modify Standards (including those for vendors) by revisions to the GNP Manual and other periodic written directives to you. If your pharmacy is an existing Voluntary Pharmacy, we expect that you will have already acquired and installed a significant amount, if not all, of such items. We formulate and modify these Standards based on research, industry trends, guidance from regional and national advisory boards and our general business plan.

### Restrictions on Programs

To be eligible to sign the GNP Premier Agreement and thereby participate in the GNP Premier Program, you must meet the Premier Minimum Requirements, which necessitate that you: (1) be an existing pharmacy or a start-up pharmacy; (2) have a Prime Vendor Agreement (PVA), or other applicable distribution agreement, with ABDC (where permitted by applicable law); (3) be willing to immediately implement the GNP signage requirements described below in this Item; (4) utilize a pharmacy management system from one of the participating industry vendors that enables connectivity with our programs; (5) immediately enroll in Elevate Advanced Features and InSite from ABDC (which requires you to sign our Data Authorization to the Master Program Agreement and GNP Premier Agreement (see Exhibit B) to initiate our cooperation with your participating vendor); (6) unless otherwise approved by ABDC in writing, utilize Change Healthcare as your switch vendor (or immediately initiate the transition to Change Healthcare) to activate the capture and upload of your Pharmacy Data to InSite; See Items 1 and 11 and also Exhibit B. Additionally, you must comply with prerequisites or other qualifications for the specific Available Programs you select, including any base Available Programs for which other Available Programs are enhancements, maintain the on-going obligations for those Available Programs as stated in the GNP Manual and applicable Term Sheets, and remain in

compliance with our Standards, also as described in the GNP Manual. Where equipment, software and other items we determine are necessary for Available Programs you select, such costs are your responsibility. Certain third-party vendors utilized in the provision of Available Programs may pay ABDC a fee for pharmacies that enroll in additional program offerings by such vendor. You may only use the Available Programs at Pharmacy Locations that are covered under a GNP Premier Agreement.

You must comply with the Elevate Provider Network<sup>SM</sup> program terms (Term Sheet 1 of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document), under which we will assist you to participate in and obtain payment from Payors (as defined in Item 16) that offer pharmacy benefit plans to their members. Under the Elevate Provider Network program, only we may negotiate and enter into contracts with Payors on your behalf (unless you contract directly or through another pharmacy services administration organization (“PSAO”) that we approve) to provide covered services for all Payors with which ABDC has contracted so that we may promote the capabilities of all GNP Premier Pharmacies to Payors. Except as noted in the preceding sentence, you will not appoint any other PSAO or any other party to act as your contracting entity for agreements with Payors (although you may always contract directly). We regularly, as a course of business, add, discontinue and revise arrangements with Payors, typically in response to changes by Payors, and Payors regularly add, discontinue and modify pharmacy benefits plans and other related requirements. As applicable, we or the Payor will, to the extent permitted, give you notice of any such material changes and an opportunity to accept such new provisions or to withdraw from the affected Elevate Document (as defined in Term Sheet 1 of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document) or the Elevate Provider Network.

### Restrictions on Systems

You must use a pharmacy management system from one of the participating industry vendors that enables connectivity with our programs and: (1) sign our Data Authorization to the Master Program Agreement (Exhibit E of the GNP Premier Agreement which is attached to this Disclosure Document as Exhibit B) to initiate our cooperation with your participating vendor; and (2) have the capture and upload of your data to InSite in full operation. See Items 1 and 11 and also Exhibit B.

While use of a point-of-sale system is optional, some Available Programs require use of a point-of-sale system from one of the participating industry vendors that enables connectivity with InSitePOS (managed in conjunction with our Program Partner Retail Insights) and to have the capture and upload of your data to InSitePOS in full operation. We may add, discontinue or modify arrangements with participating industry vendors.

### Restrictions on Signage and Trade Dress

Each Pharmacy must be identified as a participating “Good Neighbor Pharmacy®” as ABDC designates. At each pharmacy location, within 90 days after signing the GNP Premier Agreement, you must remove any and all non-GNP pharmacy-franchise-related signage and/or trade dress (if applicable) and install GNP signage and trade dress that meets our Standards. Our current signage Standards require: (i) at least one “GOOD NEIGHBOR PHARMACY” identification window decal; (ii) at least one “GOOD NEIGHBOR PHARMACY” logo, which is available in both standard and customized interior and exterior versions; (iii) “GOOD NEIGHBOR PHARMACY” member plaque; and (iv) any other signage required by ABDC, as set forth in the GNP Manual.

We provide complimentary signage packages to all new franchisees that when applied according to our standards meet our minimum requirements. If you are an existing Voluntary Pharmacy we may provide only a partial package as compliant signage may already be installed. You may purchase additional GNP signage which is typically purchased from an approved vendor that is not affiliated with ABDC. However, in order to facilitate administration, ABDC generally pays for signage ordered from its approved vendor and then invoices the pharmacy for such signage. ABDC may also pre-purchase



signage from the approved vendor to facilitate delivery, in which case ABDC will also bill the pharmacy for signage purchased by ABDC from this outside vendor.

The GNP Manual describes Standards for appearance, placement and visibility of signs. You must keep the signage in good repair at all times. As discussed above, if you do not yet have required signage, you must do so within 90 days of signing the GNP Premier Agreement and should immediately begin taking necessary steps, such as initiating and pursuing permits and approvals. We may modify signage requirements and at that time you must comply with such modifications at your expense. You may not vary from any of the signage Standards unless we have approved the change in writing before you use any non-compliant signage. Variations and exceptions are reviewed and approved by the Good Neighbor Pharmacy department before use.

### Restrictions on Internet Marketing

You may promote your GNP Premier Pharmacy and sell products using the Marks on the internet in accordance with the GNP Premier Agreement, GNP Manual and Standards, so long as you clearly identify your business and comply with all applicable laws. Specifically, you cannot identify your store as a Good Neighbor Pharmacy store without also clearly indicating the full name under which you are licensed or do business, as well as your geographic location. We do not require that you get our prior approval for any internet domain name, home page address or internet content. We may restrict use of an internet domain name, vanity URL, home page or other web address that includes a Mark (or require a separate license for such use), limit your use of hyperlinks or require use of hyperlinks or other material (including required links to the MyGNP Website) and restrict use of material in which any third party has any interest. However, your website, including any use of Marks on or in connection with it, must comply with applicable Standards, and you must modify or discontinue your website if we notify you that any use or material is disapproved. See sections 1(c), 8(a), and 8(b) of the GNP Premier Agreement (which is Exhibit B to this Disclosure Document). You are solely responsible for accuracy of content you provide on the internet.

### Restrictions on Products

As a GNP Premier Pharmacy, you must purchase from us brand and generic prescription ("Rx"), over-the-counter ("OTC") and health and beauty care ("HBC") products and GNP Private Label Products pursuant to a distribution agreement such as a prime vendor agreement ("PVA") or other buying arrangement through an approved group purchasing organization or retail buying group. Typically, distribution agreement terms are the same or substantially similar to those that would be available to you whether or not you are a GNP Premier Pharmacy. We will provide access to electronic catalogs of such products, which are typically updated daily. You must place orders using one of our then-current order systems, with purchases subject to terms in your distribution agreement or as otherwise agreed, including terms for payment, credit, liability, risk of loss, shortages, delays and compliance with law. All such orders will be at our standard then-current wholesale prices under your distribution agreement. You may purchase new products, including Rx and GNP Private Label Products, as they are available.

You must accept delivery of AutoShip products from us, sent without a corresponding order from you, and promote them as required in the Front-End Solution Program terms, Term Sheet 5 of the GNP Premier Agreement (which is Exhibit B to this Disclosure Document). "AutoShip" is a service that we provide to make you more competitive and includes certain new market break items, line extensions, GNP Private Label Products, Rx-to-OTC switch and other OTC products. You must promote the products to consumers using promotional materials we have provided and display them according to our schematic diagrams ("Planograms").

Additionally, you are required to support national advertising programs, for example by stocking products and providing services that are featured. Also, you must use shelf sign kits, shelf talkers and

other promotional material that we provide, display advertising circulars in your GNP Premier Pharmacy and comply with Planograms.

### Restrictions on Approved Suppliers

Purchases of GNP supplies and services are often restricted to approved vendors. In general, vendors we approve are those who demonstrate, to our continuing reasonable satisfaction, their ability to meet our Standards. All vendors we approve must have adequate quality controls and the capacity to supply the needs of GNP Premier Pharmacies promptly and reliably over an extended period of time at a competitive price. Currently, we are an approved supplier of brand and generic prescription ("Rx"), over-the-counter ("OTC") and health and beauty care ("HBC") products and GNP Private Label Products pursuant to a distribution agreement such as a prime vendor agreement ("PVA") or other buying arrangement through an approved group purchasing organization or retail buying group. Except as otherwise disclosed in this Item, neither we nor our affiliates are currently approved suppliers.

We may designate other specific vendors and suppliers in the future. Let us know if you desire to purchase supplies or products from a supplier that is not already approved and we will evaluate the need to do so. Our prior written approval may take up to 90 days or more after we receive all requested information, including information regarding the supplier's fiscal strength, demonstrated customer service, product quality, product safety and market presence. We do not charge any fees related to obtaining alternate supplier approval. If GNP determines that a previously approved alternate supplier of GNP supplies and services no longer demonstrates to our satisfaction their ability to meet our Standards, such alternate supplier will be removed from our list of approved vendors.

We may receive revenue from the sale of items to GNP Premier Pharmacies and expect to contract with vendors that may provide volume discounts, rebates or other benefits based on aggregate purchases of supplies and products by GNP Premier Pharmacies. We expect to receive payment from third party vendors on the sale of certain logoed items (such as shirts and key chains) to GNP Premier Pharmacies. The payment from third party vendors on the sale of certain logoed items should not exceed 25% of the cost to acquire such logoed items. These items will not be offered for resale, and you are not required to buy them. However, if you choose to purchase these items, they must meet our trademark standards. We anticipate that most such benefits we receive based on your purchase of products and supplies related to the GNP Premier Program will be used to enhance and promote Available Programs or otherwise used to benefit GNP Premier Pharmacies generally. In certain cases we may allocate such benefits directly and proportionally to participating GNP Premier Pharmacies and we may deduct our expenses to administer and coordinate suppliers. We reserve the right to receive revenue from the sale of items to you by others. In the GNP Premier Agreement, you assign to us for collection and for our account promotional and advertising allowances related to the GNP Premier Program and all related products and services. Additionally, ABDC charges outside reconciliation service vendors a data interchange fee (typically a monthly flat fee per location, currently \$55.00) as compensation for our consolidating remittance advices from multiple Payors into a single, consistent format. Except as described above, as of the date of this Disclosure Document, no third-party vendors are providing rebates, discounts or other benefits to us based on required purchases by GNP Premier Pharmacies from any third-party vendor, and there are no agreements in effect which would require them to do so.

### Restrictions on Insurance

Because operation of each GNP Premier Pharmacy reflects on other GNP Premier Pharmacies and the goodwill of the GNP Premier Program, we expect that you and all other GNP Premier Pharmacies will use your best efforts to operate with diligence and vigor, and maintain the highest possible ethics, as well as maintain your Pharmacy and personnel in a manner that are a credit to the community and reflect the high standards and quality of the GNP Premier Program, including, without limitation,



interacting with and treating all customers and ABDC personnel in a respectful and professional manner. However, with such interdependence, there is some increase in the risk that we, you, or other GNP Premier Pharmacies could be sued as the result of actions for which we are not responsible. As such, each GNP Premier Pharmacy must carry commercial general liability and professional liability insurance in the amounts and on terms required by Payors, with minimum requirements described in note (f) of Item 7. We anticipate this is comparable to insurance already in place for most existing pharmacies and, as such, there will be little or no incremental expense. Such insurance will be underwritten on an occurrence basis, covering activities and errors and omissions of your GNP Premier Pharmacy and your personnel, in each case naming ABDC and our affiliates as additional insureds and requiring at least 30 days' written notice to ABDC if such insurance is cancelled or coverage is reduced. You will provide ABDC with a copy of such policies upon request. Any pharmacist or other health care professional providing covered services who is not separately insured by policies with similar coverage and limits must be covered on your insurance. See Section 4(I), Elevate Provider Network program terms, Term Sheet 1 of the GNP Premier Agreement (which is Exhibit B to this Disclosure Document).

### Licensing Requirements

As a condition to being a GNP Premier Pharmacy, including as a condition to providing any covered services to persons covered by Payor pharmacy benefit plans, you must be fully licensed at your Pharmacy location. If you have an existing pharmacy, we anticipate all such licensing would already be in place and, as such, there will be little or no incremental expense. If you have a start-up pharmacy, please review our estimated licensing costs for start-up pharmacies provided within Item 7.

### Other

None of our officers own any interest in any Payor (other than those times we function as the Payor) or other approved vendor.

We have not arranged any purchasing cooperatives for our franchisees, and, except as described above, we do not negotiate purchase arrangements with suppliers for your benefit. We also do not provide material benefits to our franchisees, such as renewal or granting additional franchises, based upon their purchases of particular products or services and their use of certain designated suppliers or vendors.

During fiscal year 2024, our parent company, Cencora, had revenues of \$293,958,599,000, which includes parts of its business other than ABDC. The US Healthcare Solutions Division of Cencora, which includes ABDC, had revenues during fiscal year 2024 of \$265,339,427,000. ABDC's revenues during fiscal year 2024 were \$252,075,459,882, of which about \$0.46 billion (approximately 0.18%) was derived from sales of products and services to Voluntary Pharmacies and about \$7.89 billion (approximately 3.13%) was derived from sales of products and services to GNP Premier Pharmacies.

We estimate that the purchases described above may be nominal (5% or less) of the cost to open a GNP Premier Pharmacy for an existing Voluntary Pharmacy. Typically, for purposes of comparison, the cost to purchase inventory for a community pharmacy can range from approximately 65% to 80% of ongoing operating expenses. We estimate that the ongoing required purchases of GNP Private Label Products will be nominal (1% or less of total operating expenses for a GNP Premier Pharmacy), as determined by you in your reasonable discretion based on your general business experience.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the GNP Premier Agreement and its exhibits and Term Sheets. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

### Available Program Term Sheets

|      |                                     |               |
|------|-------------------------------------|---------------|
| Key: | Elevate Provider Network            | Term Sheet 1  |
|      | Elevate Advanced Features           | Term Sheet 2  |
|      | Pre and Post Edit Solutions         | Term Sheet 2A |
|      | Claim Reconciliation Services       | Term Sheet 2B |
|      | Outcomes PCS Solution               | Term Sheet 2C |
|      | EnlivenHealth Patient Care Services | Term Sheet 2D |
|      | InSite from ABDC                    | Term Sheet 3  |
|      | Five-Star Rebate                    | Term Sheet 4  |
|      | The Front-End Solution Programs     | Term Sheet 5  |
|      | Digital Marketing                   | Term Sheet 6  |
|      | Business Coaching                   | Term Sheet 7  |
|      | Pharmacy System Data Services       | Term Sheet 8  |
|      | Unsaleable Returns                  | Term Sheet 9  |
|      | Statement of Work-Services (Form)   | Term Sheet 10 |

| Obligation   | Section In<br>GNP Premier Agreement   | Item In Disclosure<br>Document |
|--|---|--------------------------------|
| a. Site selection and acquisition/<br>lease                | Not Applicable  | 7, 11, 12                      |
| b. Pre-opening purchases/leases                            | Not Applicable  | 7, 8, 11                       |
| c. Site development and other pre-<br>opening requirements | Not Applicable  | 5, 6, 7, 8, 11, 12             |
| d. Initial and ongoing training                            | Term Sheet 1, Section 4<br>Term Sheet 2B, Section 4   | 7, 11                          |
| e. Opening   | Not Applicable  | 5, 7, 11                       |
| f. Fees  | Section 2, Summary and<br>Signature Pages, Section 9(c),<br>Exhibit E and; All Term Sheets<br>Section 2, except: Term Sheet 5,<br>Sections 2, 3, 4, 5, 6 and 7;<br>Term Sheet 6, Section 2, 3, 4<br>and 5; Term Sheet 8, Sections 3,<br>4; and Term Sheet 9 | 5, 6, 7                        |

| Obligation   | Section In<br>GNP Premier Agreement   | Item In Disclosure<br>Document |
|--|---|--------------------------------|
| g. Compliance with standards /GNP Manual               | Sections 4, 5, and 8, Exhibit E, HIPAA Business Associate Agreement, Sections 2, 3; Term Sheet 1, Section 4; Term Sheet 2A, Sections 3, 6; Term Sheet 2B, Section 3; Term Sheet 2C, Section 3, Term Sheet 3, Sections 5, 7; Term Sheet 6, Section 10; | 1, 8, 11                       |
| h. Trademarks and proprietary information              | Sections 1(a), 1(d), 3(a), 4(k), 10; Term Sheet 1, Sections 4, 7; Term Sheet 2A, Sections 3, 5, 6; Term Sheet 2B, Section 3, 5; Term Sheet 2C, Section 3, Term Sheet 3, Sections 3, 5, 6;   | 13, 14                         |
| i. Restrictions on products/services offered           | Section 1(d), 4(a), 4(g), and 4(h); Term Sheet 1, Section 4   | 11, 16                         |
| j. Warranty and customer service requirements          | Not Applicable  | Not Applicable                 |
| k. Territorial development and sales quotas            | Not Applicable  | 12                             |
| l. Ongoing product/ service purchases                  | Sections 4(g), 6  | 8                              |
| m. Maintenance, appearance and remodeling requirements | Sections 3, 4(a)-(d), 4(l), 5   | 5                              |
| n. Insurance   | Term Sheet 1, Section 4;  | 7, 8                           |
| o. Advertising   | Sections 5, 8 and 9; Term Sheet 5, throughout   | 5, 6, 7, 11                    |
| p. Indemnification                                     | Paragraph 6, Provisions, Exhibit C; HIPAA Business Associate Agreement, Paragraph 6; Term Sheet 1, Section 4; Term Sheet 7, Section 7; Term Sheet 8, Section 8  | 6                              |
| q. Owner's participation/ management/staffing          | Section 4(e)  | 15                             |

| Obligation                      | Section In<br>GNP Premier Agreement   | Item In Disclosure<br>Document |
|---------------------------------|---|--------------------------------|
| r. Records/reports              | Paragraph 2, Provisions, Exhibit C<br>Term Sheet 1, Sections 3, 6;<br>Term Sheet 2A, Section 4  | 8                              |
| s. Inspections/audits           | Paragraph 1, Provisions, Exhibit C;<br>Term Sheet 1, Section 6;   | 11                             |
| t. Transfers                    | Section 11  | 17                             |
| u. Renewal                      | Section 7(a)<br>Term Sheet 1, Section 9   | 17                             |
| v. Post-termination obligations | Section 13, Paragraph 5.2,<br>Provisions, Exhibit C;<br>Term Sheet 1, Section 9;  | 17                             |
| w. Non-competition covenants    | Not Applicable  | 17                             |
| x. Dispute resolution           | Paragraph 2, Provisions, Exhibit C;<br>Section 15;<br>Term Sheet 1, Sections 3, 4<br>Term Sheet 2A, Section 4<br>Term Sheet 2B, Sections 3, 7 | 17                             |

## **ITEM 10** **FINANCING**

We do not offer direct or indirect financing other than the payment terms included in your ABDC distribution agreement. We do not guarantee your note, lease or any other financial obligation.

## **ITEM 11** **FRANCHISOR'S ASSISTANCE, ADVERTISING,** **COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, ABDC is not required to provide you with any assistance.**

### **Pre-Conversion**

After you execute the GNP Premier Agreement, but before you operate as a GNP Premier Pharmacy:

We will make accessible to you the GNP Manual, in electronic format, which contains our Standards. (Section 2(c) of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document). The GNP Manual is currently 97 pages long, and the table of contents is attached to this Disclosure Document as Exhibit C.

## Computer Systems

Computer hardware and software systems, which range in cost from \$0 to \$55,000, include a required pharmacy management system and an optional point-of-sale system. Pharmacy management systems enable the prescription dispensing process including patient profiles, clinical screening, inventory replenishment, claim submissions and connectivity to e-prescribing networks. Point-of-sale systems enable retail checkout processes such as UPC scanning, credit and debit card processing, inventory replenishment, and sales reporting. While capability, features and the type of data generated and stored on such systems vary among vendors that provide point-of-sale systems that meet program requirements, typically data includes a master file (items a store sells and their prices, including sale or other special prices), transaction information (item sold, its price, and how it was paid for, such as cash, credit card, etc.) and inventory information (number of units ordered, received, sold and on-hand). We will not have independent access to the information stored in your system. However, Select Vendors and participating vendors may have access to your system and directly or indirectly coordinate the transmission of certain information to us, subject to applicable law and agreements, including the Data Protection Provisions and any HIPAA Business Associate Agreement.

System vendors typically provide regular maintenance updates under support contracts which typically range from \$2,000 to \$5,000 per year depending on your system's size and the options you select. The costs associated with maintenance updates and support contracts are subject to the terms you negotiate with your system vendor.

## Post-Conversion

After you become a GNP Premier Pharmacy, we will make accessible to you additions, modifications and supplements to the GNP Manual as they become available in electronic format. See Section 2(e) of GNP Premier Agreement. Additionally, we will provide the following services and assistance to you.

### Our Assistance with Available Programs

We will provide Available Programs, including any optional programs that you select, consistent with applicable Term Sheets, industry standards and applicable laws, and subject to our right to discontinue any particular Available Program (see GNP Premier Agreement, Section 3(a) and Paragraph 1 of Provisions, Exhibit C).

1. Elevate Provider Network (See Paragraphs 3(a)-(g) of Term Sheet 1 to the GNP Premier Agreement, which is Exhibit B to this Disclosure Document).

- Negotiate Payor Contracts on your behalf for paying and processing covered claims;
- Provide a help desk during normal business hours;
- Publish newsletters and other communications to assist in claim submission;
- Assist you in investigating Payor problems;
- Promote your GNP Premier Pharmacy to Payors;
- Offer direct deposit to your account for payments from Payors through our central payment service;
- Offer claim reconciliation service to you or alternatively, provide consolidated electronic remittance advices (RAs) to your selected outside vendor for reconciliation; and

- Update pharmacy plan specifications received from Payors.
2. Elevate Advanced Features (See Term Sheet 2, 2A, 2B, 2C, and 2D to GNP Premier Agreement).
- Collaborate with your designated system vendors and our Program Partners for the transmission of your business data to InSite from ABDC as necessary to facilitate your participation in PPE Solutions, Claim Reconciliation Services, and the Outcomes PCS Solution, and the Amplicare Clinical Solution.
3. InSite from ABDC Program (See Term Sheet 3 to GNP Premier Agreement).
- Collaborate with your designated system vendors and our Program Partners for the transmission of your Pharmacy Data to InSite from ABDC to facilitate your participation in Available Programs;
  - Provide you with reports, studies, analyses and other compilations about your business performance, including various benchmark comparisons from our proprietary pharmacy performance analytics system, InSite; and
  - Protect your business data pursuant to the Data Protection Provisions.
4. The Front-End Solution Programs. Provide products, materials, marketing support and merchandising services with respect to non-prescription brand name and GNP Private Label Products we supply, as described under Advertising in this Item 11. See Term Sheet 5 to GNP Premier Agreement.
5. Digital Marketing. Provide an overall strategy to attract and engage patients and consumers online. Includes the following programs: MyGNP Website, MyGNP Mobile App, Digital and Social Media Marketing, and Local Listings Management. See Term Sheet 6 to the GNP Premier Agreement.
6. Business Coaching Program. Provide certain recommendations related to increasing your Pharmacy's performance through our representative, including gathering data, report and present our findings and recommendations to you by various means, guide you in implementing the recommendations, provide on-going coaching and help to set goals for your Pharmacy. See Term Sheet 7 to GNP Premier Agreement.
7. Pharmacy System Data Services Program. Furnish certain system data services to assist with pharmacy computer applications, including pharmacy management and point-of-sale systems. Such system data services include electronic order entry and confirmation and catalog and price updates for prescription pharmaceuticals and OTC products, via on-line downloads or access to our secure website. See Term Sheet 8 to GNP Premier Agreement.
8. Unsaleable Returns. Provide quarterly on-site assistance including the processing of returns, packing and shipping of returned products, printing inventory manifest and requesting 222 forms and issue monthly checks based on the ERV before the product is returned to the manufacturer. See Term Sheet 9 to the GNP Premier Agreement.

#### Our Assistance with Ordering ABDC Products

We will provide access to electronic catalogs for our brand and generic prescription pharmaceuticals, over-the-counter, health and beauty care and our GNP Private Label Products, which we typically update daily. See Section 4(f) of GNP Premier Agreement.



### Our Assistance with Site Selection

We do not offer any site selection services.

### Our Assistance with Training

GNP Premier Pharmacies will be owners and operators of an existing or start-up pharmacy and, as such, we do not currently offer any initial training.

### Our Assistance with Advertising and Promotions

The GNP Premier Agreement, the Front-End Solution Programs Term Sheet and Digital Marketing Term Sheet and (Term Sheets 5 and 6, respectively) describe advertising and marketing assistance that we provide and your obligations. The GNP Premier Agreement contains provisions regarding advertising on the internet. The Front-End Solution Program terms describe the various types of merchandising support that we offer to you (see Item 1 for a description).

Under the Front-End Solution Programs, we provide: (i) automatic shipment (without your order) of certain over-the-counter ("OTC") products to facilitate your prompt stocking of products to meet anticipated consumer demand (First To Shelf™); (ii) a set of schematic diagrams ("Planograms") with periodic updates showing recommended layout of specific product categories; (iii) periodic suggested retail prices for a broad range of health and beauty aids, OTC and other non-prescription products, based on various factors (Retail Product Zone Pricing Service); (iv) optional merchandising assistance; and (v) a point-of-sale data analytics system used to measure and compare the performance of pharmacy front-ends (InSitePOS from ABDC).

We are not obligated to conduct advertising, nor to spend any amount in connection with advertising in your area or territory. We do not currently require you to join a regional advertising cooperative or contribute to an advertising fund.

You may use your own advertising materials (including internet advertising, as described in Item 8), so long as the materials comply with our Standards.

### Our Assistance with Advertising Council & National Advisory Boards

We do not currently have a franchisee advertising council that advises on advertising policies. We may form one in the future, but we have no obligation to do so. If we do, we will have the right to determine how its members are selected and the scope of its authority as well as the right to change or dissolve the franchisee advertising council.

We currently have a national advisory board consisting of owners/operators of GNP Premier Pharmacy owners. The number of members on the national advisory board may vary between 5 and 18, but currently includes 11 members. Members of the national advisory board provide us with advice and recommendations on issues related to the Good Neighbor Pharmacy Program and its administration, participate in design of new and modified programs and value-added services, including Available Programs, make presentations to peers on the GNP Premier Program and related services, recommend new business opportunities for us and community pharmacies and otherwise assist us. National advisory board members are nominated and selected by ABDC and agree to participate actively in the GNP Premier Program and comply with certain standards. Typically, they serve a 3-year term but may resign at any time and extensions may be offered. Advisory board members are not paid, although we may reimburse their expenses to attend in-person meetings in some circumstances.

### Our Assistance with Internet Capability

We engage in advertising on the internet for consumers and control its design and contents, which we plan to maintain but may discontinue it at any time. See GNP Premier Agreement, Section 8(c).

We may establish and maintain a portal through which GNP Premier Pharmacies may communicate with each other and through which we may disseminate updates and supplements to the GNP Manual and other Confidential Information ("GNP Portal"). We will establish policies and procedures and other terms of use to address issues such as: (i) restrictions on the use of abusive, slanderous or otherwise offensive language; (ii) restrictions on communications that endorse or encourage breach of any agreement, including a GNP Premier Agreement; (iii) confidential treatment of materials contained in the GNP Portal; (iv) password protocols and other security precautions; (v) grounds and procedures for suspending or revoking your access to the GNP Portal; (vi) a privacy policy governing our access to and use of electronic communications that franchisees post on the GNP Portal; and (vii) compliance with laws, including antitrust laws and HIPAA. Your right to access the GNP Portal will continue until your GNP Premier Agreement's expiration or termination. To increase usefulness of the GNP Portal, you must allow us to use, publish and copyright photographs of your GNP Premier Pharmacy and your statements with or without identifying information for editorial, promotional, advertising or other purposes, at any time and in any medium, including advertising on the internet for consumers and the GNP Portal. We plan to maintain the GNP Portal but have the right to discontinue it at any time. See GNP Premier Agreement, Section 8(d).

## **ITEM 12** **TERRITORY**

### GNP Premier Agreement

Under the GNP Premier Agreement, we grant you the right to operate one or more GNP Premier Pharmacies under the Marks and our GNP Premier Program, each at an approved Pharmacy Location specified in the GNP Premier Agreement. Your use of the Marks or any element of the GNP Premier Program in the operation of a business at any other address or in any other channel of distribution without our express prior written authorization will constitute willful infringement of our rights in the Marks and the GNP Premier Program. We do not permit the relocation of an approved Pharmacy Location. In the event that you would like to change your approved Pharmacy Location or open an additional franchise, you must complete the same approval process used to establish your currently approved Pharmacy Location(s). Additionally, you must be in good standing with our wholesale distribution business and in compliance with the standards set forth by this Disclosure Document and the Premier Participation Agreement. We do not grant you any options, rights of first refusal or any similar right to obtain additional franchises under the GNP Premier Agreement.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.

You will have no competitive protection at all. We reserve rights to do any of the following without compensation to you, regardless of proximity to or competitive impact on you:

- (i) Allow others to establish and operate GNP Premier Pharmacies, Voluntary Pharmacies or other businesses, and do so ourselves;
- (ii) Offer and sell the GNP Premier Program and related products and services to other customers;



- (iii) Establish, operate, offer and sell other businesses, goods and services, or allow others to do so, including those that are the same, similar or different and using some, all or none of the Marks; and
- (iv) Advertise and promote the sale of any products and services in any area and advertise and promote franchises for other GNP Pharmacies.

We do not impose any restrictions on your right to use other channels of distribution in connection with the GNP Premier Pharmacy franchise relationship.

We have no obligation or duty to insulate or protect your revenues from erosion as the result of your GNP Premier Pharmacy's competition with other GNP Premier Pharmacies, with Voluntary Pharmacies or with other pharmacies not affiliated with us to whom we may provide goods and services.

### **ITEM 13** **TRADEMARKS**

We have registered the following principal Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

| Mark Name   | Registration Number | Registration Date |
|---|---------------------|-------------------|
|    | 4205108             | 9/11/2012         |
|  | 4209193             | 9/18/2012         |
| GOOD NEIGHBOR PHARMACY  | 1516842             | 12/13/1988        |
| GOOD NEIGHBOR PHARMACY  | 5726298             | 4/16/2019         |
| GOOD NEIGHBOR SCRIPT  | 5927822             | 12/3/2019         |
| ELEVATE PROVIDER NETWORK  | 5115412             | 1/3/2017          |
| LOCALLY OWNED. LOCALLY LOVED.   | 5449413             | 4/17/2018         |
| MY GNP  | 7154791             | 9/5/2023          |

We filed all required affidavits and renewals for our trademark registrations related to Marks and for those classes of the Marks that are still in use and know of no superior prior rights or infringing uses of Marks that could materially affect their use.

You must notify us of any infringements of or challenges to the Marks that come to your attention and actively cooperate with us in the investigation of any infringement or challenge. We have the right to control any administrative proceedings or litigation involving the Marks and will take whatever action we deem appropriate.

Although we are not contractually obligated to defend the Marks, we intend to do so vigorously. We will defend and indemnify you against third party claims of infringement or unfair competition arising from your authorized use of the Marks that comply with the GNP Premier Agreement and Standards. Your indemnity of us will include an infringement claim arising from use that is not authorized or is not compliant. See Exhibit C, Paragraph 6, of the GNP Premier Agreement.

You may not use “GOOD NEIGHBOR PHARMACY”, “ELEVATE PROVIDER NETWORK” or any other Mark, or any abbreviation, acronym or variation as part of your corporate or other legal name without our express and written consent, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of the Marks, or of our rights in the Marks.

You may use the Marks in connection with advertising on the internet, subject to your compliance with the GNP Manual, our Standards and applicable law. Although we do not require that you get our prior approval for any internet domain name, vanity URL, home page or other web address or internet content, we may restrict use that includes a Mark (or require a separate license for its use), limit your use of hyperlinks or require use of hyperlinks or other material (including required links to our advertising on the internet for consumers), and restrict use of material in which any third party has any interest. You must discontinue any use if we notify you that any use or material is disapproved. You are responsible for the accuracy of all content.

Upon expiration or termination of your GNP Premier Agreement for any reason, you must immediately discontinue the use of all the Marks. You must take appropriate action to remove the Marks from your GNP Premier Pharmacy location and online presence.

There are no currently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board or the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings involving the Marks. Nor is there any pending material federal or state court litigation regarding our use or ownership rights in the Marks. If we modify or discontinue the use of the Marks, you must promptly comply with and adopt all such modifications at your own expense.

## **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

Neither we nor our affiliates currently own any required patents or registered copyrights that are material to the franchise. There are no pending patent applications that are material to the franchise.

The GNP Premier Program and its components, the contents of the GNP Manual and all of the employee training materials and computer applications developed by us or in accordance with our Standards and any confidential information that we impart to you with respect to a GNP Premier Pharmacy's operation or management, whether through the GNP Manual, Confidential Information, or otherwise (collectively, “Trade Secrets”) belong exclusively to us or our licensors, if applicable, and the ideas and information in the GNP Manual are our sole and exclusive property.

You and your Principals must hold the elements of the GNP Premier Program, the Trade Secrets and the contents of the GNP Manual in strict confidence, must not disclose any Trade Secret or any operating or management procedure to any person other than your Designated Manager (as defined in the GNP Premier Agreement) and your employees who must receive disclosure to understand their job duties, and you must instruct and routinely remind your employees that the GNP Premier Program, the Trade Secrets and the contents of the GNP Manual are confidential and may not be disclosed or appropriated. You may not disclose any element of the GNP Premier Program, any of the Trade Secrets or the contents of the GNP Manual, or make the GNP Manual available, to anyone who is not actively and regularly involved in your GNP Premier Pharmacy's management, including, if you are a business entity, a shareholder, director, officer, partner, member or manager (other than your Designated Manager) who is not actively managing your Pharmacy.

You and your Principals must not use any element of the GNP Premier Program, any of the Trade Secrets or the operating, management or marketing procedures in the GNP Manual in connection with the operation of any establishment or enterprise other than your GNP Premier Pharmacy, and must promptly discontinue use of the GNP Premier Program, the Trade Secrets and the operating, management and marketing procedures in the GNP Manual upon the expiration or termination of your GNP Premier Agreement.

You and your Principals must not, without our prior written consent, copy or permit any person to inspect, copy or reproduce any part of the GNP Manual and any other printed, graphic or audio/visual item designated by us as containing Trade Secrets or otherwise permit their use or inspection by any person other than you, your Designated Manager and your employees who need to be disclosed to in order to perform their job duties, and our authorized representatives.

All employee training materials (including videos, presentations, audio or web-based video programs) and all computer programs developed by us or by following our standards contain information, embody procedures or facilitate business practices that are proprietary to us and fall within the parameters of our Trade Secrets.

You must notify us of any infringements of or challenges to the copyrighted materials that come to your attention and actively cooperate with us in the investigation of any infringement or challenge. We have the right to control any administrative proceedings or litigation involving the copyrighted materials and will take whatever action we deem appropriate.

Although we are not contractually obligated to defend the copyrighted materials, we intend to do so vigorously. We will defend and indemnify you against third party claims of infringement or unfair competition arising from your authorized use of copyrighted material that complies with the GNP Premier Agreement and Standards. Your indemnity of us will include an infringement claim arising from use that is not authorized or is not compliant. See Exhibit C, Paragraph 6, of the GNP Premier Agreement.

If we modify or discontinue the use of any copyrighted materials, you must promptly comply with and adopt, at your own expense, all such modifications.

You, your GNP Business Coach and certain of your employees are bound by confidentiality provisions (see Item 17) concerning the proprietary information and may be required to enter into a confidentiality agreement (see Item 15).

If you develop or suggest an innovation or improvement that we decide to incorporate into the GNP Premier Program, either temporarily or permanently, the innovation or improvement will become our Confidential Information and property without compensation to you.

## **ITEM 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You must appoint a Designated Manager to be your primary contact with us to administer and coordinate our relationship. As explained in Item 11, we do not currently offer any initial training, other than continuing education courses offered at our annual trade show and optional education available on Good Neighbor Pharmacy University. In the future, we may offer other training, at our option, with or without a fee.

Your Principals will be bound by certain provisions of the GNP Premier Agreement. Your "Principals" include each of your officers and directors and those of any of your affiliates and anyone with a direct



or indirect interest in you or your affiliates, the GNP Premier Agreement or the assets, revenues or income of your GNP Premier Pharmacy, each as we may determine. If the franchisee is a business entity, the Designated Manager is not required to have any equity interest in the franchisee's business. By signing the GNP Premier Agreement, you agree your Principals will be bound by provisions relating to confidential treatment of our Trade Secrets and use of our copyrighted material.

You also must ensure that your Designated Manager, other employees and other representatives are aware of their obligations and do not disclose any ABDC Confidential Information.

By signing the GNP Premier Agreement, you and your Principals agree to be bound by a HIPAA Business Associate Agreement (in Exhibit B of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document, or as we may agree otherwise) in connection with Available Programs, such as Elevate Provider Network, Elevate Advanced Features, Pre and Post Edit Solutions, Claim Reconciliation Services, Outcomes PCS Solution, EnlivenHealth Patient Care Services, InSite from ABDC and Business Coaching, that involve access to protected health information. A HIPAA Business Associate Agreement requires that we, you and your Principals to comply with the federal Health Insurance Portability and Accountability Act of 1996, as amended, relating to privacy of protected health information, which describes the uses and limits of use on the covered health information.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

GNP Premier Pharmacy franchisees must participate in the Elevate Provider Network, our program that provides access to pharmacy benefit plans of Payors and provides for the processing and payment of covered claims you submit through the program (or through another pharmacy services administration organization ("PSAO") that we approve) in connection with your provision of covered services for all Payors with which ABDC has entered into Payor contracts on behalf of pharmacies in the Elevate Provider Network. A "Payor" is an entity that has entered or will enter into a Payor Contract (as defined under Term Sheet 1 of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document) with ABDC, such as: (i) a pharmacy benefit manager, health plan, or other third party that sponsors or administers prescription drug programs or health benefit plans and/or is primarily responsible for processing and paying pharmacy claims; (ii) a prescription drug discount company; and/or (iii) a workers' compensation processing company. Additionally, From time to time under one or more Elevate Document (as defined under Term Sheet 1 of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document), ABDC may also be a Payor that contracts with GNP Premier Pharmacies as part of providing its pharmacy benefit plan administration services.. Payor Contracts typically require you to provide certain covered services to eligible persons covered by a Payor's pharmacy benefit plan specifications. These services include dispensing pharmaceuticals or devices to eligible persons and providing such other services for which you accept any co-payment and compensation from a Payor as full payment.

If you offer products and services described in a Term Sheet, you may do so only if you comply with the Standards and the GNP Manual, and acquire all equipment, software and other items required for the services covered by the selected Term Sheet. You may sell products and services on internet websites only as we authorize in the GNP Manual or otherwise.

A Term Sheet only applies to a GNP Premier Pharmacy covered under a GNP Premier Agreement. You may not enroll for one GNP Premier Pharmacy, and then use Available Programs in another store even if you also own or control such other store unless it is otherwise permitted to do so.

You must comply with all laws, including maintaining all licenses and other required approvals and reporting or reflecting discounts, rebates and other price reductions relating to cost reports or claims



submitted to federal or state healthcare programs. You must retain and make available upon request any invoices and related pricing documents.

You must feature the GNP Private Label Products as your preferred alternative to national brands, and use your best efforts to promote and sell GNP Private Label Products. You must periodically order a representative assortment of GNP Private Label Products, as you determine is reasonable to meet anticipated consumer demand, based on your experience, taking into account, among other things, your Pharmacy's size and market. You must also accept automatic delivery of promotional and new products (see Item 8), and participate in the special promotions and new product introductions for those products.

We have the right to change the products and services without limitation, and you must promptly comply with the new requirements, unless you exercise your right to terminate the GNP Premier Agreement.

We regularly, as a course of business, add, discontinue and revise arrangements with Payors, typically in response to changes by Payors, and Payors regularly add, discontinue and modify pharmacy benefits plans and other related requirements. As applicable, we or the Payor will, to the extent permitted, give you notice of any such material changes and an opportunity to accept such new provisions or to withdraw from the affected Elevate Document (as defined in Term Sheet 1 of the GNP Premier Agreement, which is Exhibit B to this Disclosure Document) or the Elevate Provider Network.

## **ITEM 17**

### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

#### ***THE FRANCHISE RELATIONSHIP***

**This table lists certain important provisions of the GNP Premier Agreement, its exhibits and certain of the Term Sheets, including those for Elevate Provider Network and Business Coaching. You should read these provisions in the agreements attached to this Disclosure Document.**

#### **Available Program Term Sheets**

|      |                                      |               |
|------|--------------------------------------|---------------|
| Key: | Elevate Provider Network             | Term Sheet 1  |
|      | Elevate Advanced Features            | Term Sheet 2  |
|      | Pre and Post Edit Solutions          | Term Sheet 2A |
|      | Claim Reconciliation Services        | Term Sheet 2B |
|      | Outcomes PCS Solution                | Term Sheet 2C |
|      | Enliven Health Patient Care Services | Term Sheet 2D |
|      | InSite from ABDC                     | Term Sheet 3  |
|      | Five-Star Rebate                     | Term Sheet 4  |
|      | The Front-End Solution Programs      | Term Sheet 5  |
|      | Digital Marketing                    | Term Sheet 6  |
|      | Business Coaching                    | Term Sheet 7  |
|      | Pharmacy System Data Services        | Term Sheet 8  |
|      | Unsaleable Returns                   | Term Sheet 9  |
|      | Special Projects Form                | Term Sheet 10 |

| Provision  | Section in Premier Agreement                                     | Summary   |
|--|--|---|
| <b>a. Length of the term</b>                             | Signature Page and Section 7(a)                                  | Five years. Generally, Available Programs continue until GNP Premier Agreement terminates.  |
| <b>b. Renewal or extension of the term</b>               | Section 7(a)   | Automatic renewals for 2-year terms, unless we or you give 120 days' notice of intent not to renew.   |
| <b>c. Requirements for franchisee to renew or extend</b> | Section 7(a)   | Automatic renewals for 2-year terms if in compliance with program requirements, unless you or we give notice to terminate or not renew. However, as noted in paragraph (d), you may terminate anytime without cause on 60 days' notice. When renewing you may be asked to sign a contract with materially different terms and conditions than your original contract. |
| <b>d. Termination by franchisee</b>                      | Section 7(b)   | Termination without cause on 60 days' prior written notice to us. (subject to state law)  |
|  | Paragraph 5, Provisions, Exhibit C                               | Termination without cause on 60 days' prior written notice to us; Termination for cause for reasons described in 17.h below. On written notice to us, for Bankruptcy (as defined in Paragraph 5), failure to pay continuing 5 days after written notice, or failure to perform any other material obligation continuing for 30 days after written notice.             |
| <b>e. Termination by franchisor without cause</b>        | Section 7(b)   | Termination without cause on 60 days prior written notice to you.   |
| <b>f. Termination by franchisor with cause</b>           | Sections 7(c), 7(d) and 11<br>Paragraph 5, Provisions, Exhibit C | You or a Principal (as defined in Section 7(c)(ii)) commits any one of several listed violations; and as provided in Section 5, Provisions.   |

| Provision  | Section in Premier Agreement            | Summary  |
|--|---|--|
|  | Section 4(i)<br>Term Sheet 1, Section 9 | We may terminate if you designate another PSAO as your primary contracting entity without our prior written approval. We may terminate if you default under the Elevate Provider Network Term Sheet, a Pharmacy Addendum or Payor contract, and do not cure after 30 days written notice; we or the Payor may terminate without notice or cure if you provide substandard, inferior, contaminated or adulterated drug products, violate laws relating to drug products, your licenses are revoked or suspended or you or your employees are barred from providing Medicare, Medicaid or other health care services or you commit any act or omission for which a Payor may terminate any Pharmacy Addendum or contract you have signed with a Payor; or you are insolvent. Termination by us ends all Payor relationships for your GNP Premier Pharmacy. |
| <b>g. “Cause” defined – curable defaults</b>     | Term Sheet 1, Section 9(b)              | Any failure to perform, in any material respect, your obligations under Elevate Documents.   |
|  | Paragraph 5, Provisions, Exhibit C      | On written notice to you, for Bankruptcy (as defined in the Paragraph 5), failure to pay continuing 5 days after written notice, or failure to perform any other material obligation continuing for 30 days after written notice.  |
|  | Term Sheet 1 Section 9(a)               | We may terminate if you fail to cure a default under any of the Elevate Documents 30 days after written notice.  |
| <b>h. “Cause” defined – non-curable defaults</b> | Section 7(c)                            | Breach of confidentiality, abandonment, conviction/guilty or no contest pleas to certain crimes or any other conduct any of which may adversely affect our goodwill, another GNP Premier Pharmacy or our Marks.  |
|  | Paragraph 5, Provisions, Exhibit C      | On written notice, for Bankruptcy as defined in Paragraph 5.   |

| Provision  | Section in Premier Agreement                           | Summary   |
|--|--|---|
| <b>i. Franchisee's obligations on termination/non-renewal</b>                  | Section 13   | Discontinue use of the Marks, Copyrighted materials, the GNP Premier Program and Trade Secrets, and remove Trade Dress, cancel advertising and cease using all Available Programs, except as mutually agreed.   |
|  | Paragraph 5, Provisions, Exhibit C                     | Pay all amounts due, return Software, equipment and material, including GNP Manual.   |
|  | Term Sheet 1, Section 9(e);                            | Customer must discontinue use of all signage, Marks and trade dress.  |
| <b>j. Assignment of contract by franchisor</b>                                 | Section 11<br><br>Paragraph 8.3, Provisions, Exhibit C | You consent to our assignment of all or part of our obligations under the GNP Premier Agreement and to the grant of a security interest by us or our affiliate. We may assign with notice to you. We may assign all or part of our obligations to an affiliate or for financing or securitization purposes without notice to you. |
| <b>k. "Transfer" by franchisee – defined</b>                                   | Section 11   | Includes transfer of contract or assets or any change in control (including sale of 25% or more of your assets or equity).  |
| <b>l. Franchisor approval of transfer by franchisee</b>                        | Section 11   | We may terminate if you do not have our prior written consent.  |
| <b>m. Conditions for franchisor approval of transfer</b>                       | Section 11   | You must promptly notify us of changes in ownership, name, form or state of business, and your intent to sell, close, move or modify your operations.   |
| <b>n. Franchisor's right of first refusal to acquire franchisee's business</b> | Not Applicable   | Not Applicable.   |
| <b>o. Franchisor's option to purchase franchisee's business</b>                | Not Applicable   | Not Applicable.   |
| <b>p. Death or disability of franchisee</b>                                    | Not Applicable   | Not Applicable.   |
| <b>q. Non-competition covenants during the term of the franchise</b>           | Term Sheet 1, Section 4(f)                             | We are your exclusive PSAO (unless you contract directly or through another pharmacy services administration organization ("PSAO") that we approve to provide covered services for all Payors with which ABDC has contracted). (subject to state law)   |

| Provision  | Section in Premier Agreement   | Summary  |
|--|--|--|
| <b>r. Non-competition covenants after the franchise is terminated or expires</b> | Not Applicable   | Not Applicable. (subject to state law)   |
| <b>s. Modification of the agreement</b>  | ; Section 4(g); Section 8.6, Provisions, Exhibit C; Section 5, Master Program Agreement, Exhibit E; Term Sheet 1 Section 5 | Except for unilateral modifications by us permitted by the GNP Premier Agreement, the Master Program Agreement (Exhibit E of the GNP Premier Agreement), and its other Exhibits and Term Sheets, no modification except in writing signed by both parties. We may amend the GNP Premier Agreement, Master Program Agreement, and/or other Exhibits or Term Sheet if we determine it is appropriate or, respecting modification to applicable Elevate Documents, a Payor amends pharmacy plan specifications. We, or, respecting modification to applicable Elevate Documents, Payors, will give you notice and you may withdraw to the extent permitted under the affected documents if you don't agree. |
| <b>t. Integration/ merger clause</b>   | Paragraph D  | Only the terms of the franchise agreement and other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.<br><br>Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.   |
|  | Term Sheet 1, Section 5  | Payor Contract controls if in conflict with the Elevate Provider Network Term Sheet.   |
| <b>u. Dispute resolution by arbitration or mediation</b>                         | Section 15(c)  | At ABDC's option, all claims or disputes which are not first resolved through the internal dispute resolution procedure will be submitted first to mediation to take place at ABDC's then-current corporate headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. (subject to state law)  |

| Provision                 | Section in Premier Agreement                        | Summary  |
|---------------------------|---|--|
| <b>v. Choice of forum</b> | Section 15(e)                                       | Any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to ABDC's then-current corporate headquarters. (subject to state law) |
| <b>w. Choice of law</b>   | Paragraph 8.6, Provisions, Exhibit C; Section 15(a) | Pennsylvania law governs, subject to applicable state law.   |

A provision in the GNP Premier Agreement that terminates the agreement on your bankruptcy may not be enforceable under Title 11, United States Code Section 101.

### **ITEM 18** **PUBLIC FIGURES**

We do not currently employ any public figure or celebrity in our management.

### **ITEM 19** **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

#### **Background**

This Item sets forth certain historical data pertaining to GNP Premier Pharmacies performance vs. industry statistics, GNP Premier Pharmacies participating in certain options programs as against non-participating GNP Premier Pharmacies, and GNP Premier Pharmacies own year-on-year performance for the measurement periods set forth in each of the notes below. The GNP Pharmacies are substantially similar to those offered in this Franchise Disclosure Document, where GNP Pharmacies participate in certain optional programs, those Pharmacies are noted and compared to those that do not participate. Information is what is reported to us from our franchisees for all GNP Premier Pharmacies that participated in the various programs for the time-period stated. We have not audited this information, nor independently verified this information. Written substantiation of the data used in preparing this information will be made available upon reasonable request. The information is for the periods set forth in the specific notes set forth below.

GNP Premier Pharmacies complete, on average, 219% more medication therapy management ("MTM") services per month.

This is based on comparing measured GNP Premier Pharmacies (2,253 stores) and pharmacies only participating in Elevate Provider Network (2,091 stores) during the months of November



2023 – July 2024. Measured GNP Premier Pharmacies averaged 80 MTMs completed per month (min: 6; max: 184) compared to measured Elevate-only pharmacies, who averaged 25 MTMs completed per month (min: 2; max: 59) in the same period. 32% of GNP Premier Pharmacies measured were above average (712 out of 2,253 stores); median of 31.

GNP Premier Pharmacies earn on average of 339% more enhanced services dollars per month.

This is based on comparing measured GNP Premier Pharmacies (1,982 stores) and pharmacies only participating in Elevate Provider Network (1,512 stores) during the months of November 2023 – July 2024. Measured GNP Premier Pharmacies averaged \$31 enhanced services dollars earned per month (min: \$6; max: \$49) compared to measured Elevate-only pharmacies, who averaged \$7 enhanced services dollars earned per month (min: \$1; max: \$14) in the same period. 15% of GNP Premier Pharmacies measured were above average (294 out of 1,982 customers); median of \$0.

GNP Premier Pharmacies administer on average 39% more vaccinations.

This is based on comparing measured GNP Premier Pharmacies (1,915 stores) and pharmacies only participating in Elevate Provider Network (1,018 stores) during the months of November 2023 – July 2024. Measured GNP Premier Pharmacies averaged 40 vaccinations per month (min: 6; max: 151) compared to measured Elevate-only pharmacies, who averaged 29 vaccinations per month (min: 6; max: 95) in the same period. 36% of GNP Premier Pharmacies measured were above average (681 out of 1,915 customers); median of 26.

GNP Premier Pharmacies dispense 65% more prescriptions on average per month.

This is based on comparing measured GNP Premier Pharmacies (2,232 stores) and pharmacies only participating in Elevate Provider Network (1,729 stores) during the months of November 2023 – July 2024. Measured GNP Premier Pharmacies averaged 3,963 prescriptions dispensed per month (min: 1,335; max: 4,966) compared to measured Elevate-only pharmacies, who averaged 2,401 prescriptions dispensed per month (min: 870; max: 3,010) in the same period. 40% of GNP Premier Pharmacies measured were above average (890 out of 2,232 customers); median of 3,438.

GNP Premier Pharmacies make 141% more private label product purchases per month.

This is based on comparing measured GNP Premier Pharmacies (2,368 stores) and pharmacies only participating in Elevate Provider Network (2,142 stores) during the months of November 2023 – July 2024. Measured GNP Premier Pharmacies averaged \$866 in private label product purchases per month (min: \$817; max: \$910) compared to measured Elevate-only pharmacies, who averaged \$360 in private label product purchases per month (min: \$334; max: \$384) in the same period. 35% of GNP Premier Pharmacies measured were above average (830 out of 2,368); median of \$628.

GNP Premier Pharmacies make 59% more pet health product purchases per month.

This is based on comparing measured GNP Premier Pharmacies (1,111 stores) and pharmacies only participating in Elevate Provider Network (443 stores) during the months of May 2024 – July 2024. Measured GNP Premier Pharmacies averaged \$118 in pet health product purchases per month (min: \$116; max: \$118) compared to measured Elevate-only pharmacies, who averaged \$74 in pet health product purchases per month (min: \$64; max: \$83) in the same period. 47% of GNP Premier Pharmacies measured were above average (522 out of 1,111 customers); median of \$102.

**Some outlets sold these amounts. Your individual results may differ. There is no assurance you will sell as much.**

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of GNP Premier Pharmacies. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing GNP Premier Pharmacy, however, we may provide you with the actual records of that pharmacy. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael Nachman at (610) 727-7000, Cencora, 1 West First Avenue, Conshohocken, PA, 19428, Attn: Michael Nachman, Esq. (Legal Department), the Federal Trade Commission, and the appropriate state regulatory agencies.

## **ITEM 20**

### **OUTLETS AND FRANCHISEE INFORMATION**

We did not offer franchises for the operation of GNP Premier Pharmacies prior to 2009 but, since 1982, have permitted Voluntary Pharmacies the opportunity to operate using the Good Neighbor Pharmacy trade name. As of July 2019, we are no longer offering new independent pharmacies the opportunity to operate as Voluntary Pharmacies, though the legacy Voluntary Pharmacies described in the Tables below continue to operate. Tables 1 and 3 are broken out to describe Voluntary Pharmacies and GNP Premier Pharmacies separately to provide information on both our franchises and the legacy Voluntary Pharmacy program. Please note that our fiscal year ends September 30.

**TABLE NO. 1**

**VOLUNTARY PHARMACIES**

**SYSTEMWIDE OUTLET SUMMARY**

**FOR FISCAL YEARS 2022 TO 2024**

| Outlet Type          | Year | Voluntary at the Start of the Year | Voluntary at the End of the Year | Voluntary Net Change | Outlets that Converted to Premier | Outlets at Year Start Including Premier | Outlets at Year End Including Premier | Net Change including Premier |
|----------------------|------|------------------------------------|----------------------------------|----------------------|-----------------------------------|---|---------------------------------------|------------------------------|
| <b>Licensed</b>      | 2022 | 259                                | 240                              | -19                  | 4                                 | 2412                                    | 2515                                  | 103                          |
|                      | 2023 | 240                                | 204                              | -36                  | 6                                 | 2515                                    | 2501                                  | -14                          |
|                      | 2024 | 204                                | 182                              | -22                  | 0                                 | 2501                                    | 2468                                  | -33                          |
| <b>Company Owned</b> | 2022 | 0                                  | 0                                | 0                    | 0                                 | 0                                       | 0                                     | 0                            |
|                      | 2023 | 0                                  | 0                                | 0                    | 0                                 | 0                                       | 0                                     | 0                            |
|                      | 2024 | 0                                  | 0                                | 0                    | 0                                 | 0                                       | 0                                     | 0                            |
| <b>Totals</b>        | 2022 | 259                                | 240                              | -19                  | 4                                 | 2412                                    | 2515                                  | 103                          |
|                      | 2023 | 240                                | 204                              | -36                  | 6                                 | 2515                                    | 2501                                  | -14                          |
|                      | 2024 | 204                                | 182                              | -22                  | 0                                 | 2501                                    | 2468                                  | -33                          |

**GNP PREMIER PHARMACIES  
SYSTEMWIDE OUTLET SUMMARY  
FOR FISCAL YEARS 2022 TO 2024**

| Outlet Type          | Year | Premier at the Start of the Year | Premier at the End of the Year | Premier Net Change |
|----------------------|------|----------------------------------|--------------------------------|--------------------|
| <b>Franchise</b>     | 2022 | 2153                             | 2275                           | 122                |
|                      | 2023 | 2275                             | 2297                           | 22                 |
|                      | 2024 | 2297                             | 2286                           | -11                |
| <b>Company Owned</b> | 2022 | 0                                | 0                              | 0                  |
|                      | 2023 | 0                                | 0                              | 0                  |
|                      | 2024 | 0                                | 0                              | 0                  |
| <b>Totals</b>        | 2022 | 2153                             | 2275                           | 122                |
|                      | 2023 | 2275                             | 2297                           | 22                 |
|                      | 2024 | 2297                             | 2286                           | -11                |

**TABLE NO.2**

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN THE FRANCHISOR)  
FOR FISCAL YEARS 2022 TO 2024**

| State              | Year | Transfers |
|--------------------|------|-----------|
| <b>Alabama</b>     | 2022 | 0         |
|                    | 2023 | 0         |
|                    | 2024 | 3         |
| <b>Alaska</b>      | 2022 | 0         |
|                    | 2023 | 0         |
|                    | 2024 | 0         |
| <b>Arizona</b>     | 2022 | 0         |
|                    | 2023 | 0         |
|                    | 2024 | 1         |
| <b>Arkansas</b>    | 2022 | 0         |
|                    | 2023 | 1         |
|                    | 2024 | 5         |
| <b>California</b>  | 2022 | 4         |
|                    | 2023 | 0         |
|                    | 2024 | 31        |
| <b>Colorado</b>    | 2022 | 0         |
|                    | 2023 | 0         |
|                    | 2024 | 0         |
| <b>Connecticut</b> | 2022 | 0         |
|                    | 2023 | 0         |

| State                       | Year | Transfers |
|-----------------------------|------|-----------|
|                             | 2024 | 0         |
| <b>Delaware</b>             | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 0         |
| <b>District of Columbia</b> | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 0         |
| <b>Florida</b>              | 2022 | 1         |
|                             | 2023 | 0         |
|                             | 2024 | 11        |
| <b>Georgia</b>              | 2022 | 1         |
|                             | 2023 | 0         |
|                             | 2024 | 4         |
| <b>Guam</b>                 | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 0         |
| <b>Hawaii</b>               | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 0         |
| <b>Idaho</b>                | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 1         |
| <b>Illinois</b>             | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 2         |
| <b>Indiana</b>              | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 0         |
| <b>Iowa</b>                 | 2022 | 2         |
|                             | 2023 | 0         |
|                             | 2024 | 1         |
| <b>Kansas</b>               | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 3         |
| <b>Kentucky</b>             | 2022 | 0         |
|                             | 2023 | 0         |
|                             | 2024 | 6         |
| <b>Louisiana</b>            | 2022 | 1         |
|                             | 2023 | 0         |
|                             | 2024 | 6         |
| <b>Maine</b>                | 2022 | 0         |

| State                | Year | Transfers |
|----------------------|------|-----------|
|                      | 2023 | 0         |
|                      | 2024 | 2         |
| <b>Maryland</b>      | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 3         |
| <b>Massachusetts</b> | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 3         |
| <b>Michigan</b>      | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 10        |
| <b>Minnesota</b>     | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 0         |
| <b>Mississippi</b>   | 2022 | 0         |
|                      | 2023 | 1         |
|                      | 2024 | 1         |
| <b>Missouri</b>      | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 5         |
| <b>Montana</b>       | 2022 | 2         |
|                      | 2023 | 0         |
|                      | 2024 | 0         |
| <b>Nebraska</b>      | 2022 | 3         |
|                      | 2023 | 0         |
|                      | 2024 | 1         |
| <b>Nevada</b>        | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 1         |
| <b>New Hampshire</b> | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 0         |
| <b>New Jersey</b>    | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 16        |
| <b>New Mexico</b>    | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 0         |
| <b>New York</b>      | 2022 | 0         |
|                      | 2023 | 0         |
|                      | 2024 | 4         |

| State                    | Year | Transfers |
|--------------------------|------|-----------|
| North Carolina           | 2022 | 2         |
|                          | 2023 | 1         |
|                          | 2024 | 3         |
| North Dakota             | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 0         |
| Northern Mariana Islands | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 0         |
| Ohio                     | 2022 | 2         |
|                          | 2023 | 0         |
|                          | 2024 | 0         |
| Oklahoma                 | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 0         |
| Oregon                   | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 0         |
| Pennsylvania             | 2022 | 1         |
|                          | 2023 | 0         |
|                          | 2024 | 4         |
| Puerto Rico              | 2022 | 0         |
|                          | 2023 | 13        |
|                          | 2024 | 2         |
| Rhode Island             | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 0         |
| South Carolina           | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 7         |
| South Dakota             | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 1         |
| Tennessee                | 2022 | 0         |
|                          | 2023 | 0         |
|                          | 2024 | 4         |
| Texas                    | 2022 | 1         |
|                          | 2023 | 13        |
|                          | 2024 | 11        |
| Utah                     | 2022 | 0         |
|                          | 2023 | 0         |



| State                 | Year | Transfers |
|-----------------------|------|-----------|
|                       | 2024 | 0         |
| <b>Vermont</b>        | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 1         |
| <b>Virgin Islands</b> | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 0         |
| <b>Virginia</b>       | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 5         |
| <b>Washington</b>     | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 1         |
| <b>West Virginia</b>  | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 0         |
| <b>Wisconsin</b>      | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 0         |
| <b>Wyoming</b>        | 2022 | 0         |
|                       | 2023 | 0         |
|                       | 2024 | 0         |
| <b>Totals</b>         | 2022 | 20        |
|                       | 2023 | 29        |
|                       | 2024 | 159       |

**TABLE NO. 3**

**OUTLETS STATUS SUMMARY  
FOR FISCAL YEARS 2022 TO 2024**

We did not offer franchises for the operation of GNP Premier Pharmacies prior to 2009 but, since 1982, have permitted Voluntary Pharmacies the opportunity to operate using the Good Neighbor Pharmacy trade name. As of July 2019, we are no longer offering new independent pharmacies the opportunity to operate as Voluntary Pharmacies, though the legacy Voluntary Pharmacies described in the Tables below continue to operate. For purposes of comparison, the following list summarizes the number of Voluntary Pharmacies in recent years, by state. Other than stores that became GNP Premier, we do not have records to indicate whether stores that discontinued being Voluntary Pharmacies did so because we terminated them, they choose to not renew, or they went out of business, were sold or otherwise discontinued operations. We have not purchased or operated any GNP Premier Pharmacies.

**VOLUNTARY PHARMACIES  
FOR FISCAL YEARS 2022 TO 2024**

| State                | Year | Outlets at Start of Year | Outlets Opened | Converted to GNP Premier | Termination Non-Renewal, and Other | Reacquired by Franchisor | Reverted from GNP Premier | Outlets at End of Year |
|----------------------|------|--------------------------|----------------|--------------------------|------------------------------------|--------------------------|---------------------------|------------------------|
| Alabama              | 2022 | 3                        | 0              | 0                        | 0                                  | 0                        | 0                         | 3                      |
|                      | 2023 | 3                        | 0              | 0                        | 1                                  | 0                        | 0                         | 2                      |
|                      | 2024 | 2                        | 0              | 0                        | 0                                  | 0                        | 0                         | 2                      |
| Alaska               | 2022 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2023 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2024 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
| Arizona              | 2022 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2023 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2024 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
| Arkansas             | 2022 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2023 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2024 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
| California           | 2022 | 17                       | 0              | 0                        | 2                                  | 0                        | 0                         | 15                     |
|                      | 2023 | 15                       | 0              | 1                        | 1                                  | 0                        | 0                         | 13                     |
|                      | 2024 | 13                       | 0              | 0                        | 1                                  | 0                        | 0                         | 12                     |
| Colorado             | 2022 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2023 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2024 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
| Connecticut          | 2022 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2023 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2024 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
| Delaware             | 2022 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2023 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2024 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
| District of Columbia | 2022 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2023 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
|                      | 2024 | 0                        | 0              | 0                        | 0                                  | 0                        | 0                         | 0                      |
| Florida              | 2022 | 6                        | 0              | 0                        | 1                                  | 0                        | 0                         | 5                      |
|                      | 2023 | 5                        | 0              | 0                        | 2                                  | 0                        | 0                         | 3                      |
|                      | 2024 | 3                        | 0              | 0                        | 0                                  | 0                        | 0                         | 3                      |
| Georgia              | 2022 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |
|                      | 2023 | 1                        | 0              | 0                        | 0                                  | 0                        | 0                         | 1                      |

|               |      |    |   |   |   |   |   |    |
|---------------|------|----|---|---|---|---|---|----|
|               | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| Guam          | 2022 | 9  | 0 | 0 | 0 | 0 | 0 | 9  |
|               | 2023 | 9  | 0 | 0 | 1 | 0 | 0 | 8  |
|               | 2024 | 8  | 0 | 0 | 5 | 0 | 0 | 3  |
| Hawaii        | 2022 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|               | 2023 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|               | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| Idaho         | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| Illinois      | 2022 | 1  | 0 | 0 | 1 | 0 | 0 | 0  |
|               | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| Indiana       | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| Iowa          | 2022 | 2  | 0 | 0 | 0 | 0 | 0 | 2  |
|               | 2023 | 2  | 0 | 0 | 0 | 0 | 0 | 2  |
|               | 2024 | 2  | 0 | 0 | 0 | 0 | 0 | 2  |
| Kansas        | 2022 | 3  | 0 | 1 | 1 | 0 | 0 | 1  |
|               | 2023 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|               | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| Kentucky      | 2022 | 3  | 0 | 1 | 0 | 0 | 0 | 2  |
|               | 2023 | 2  | 0 | 1 | 0 | 0 | 0 | 1  |
|               | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| Louisiana     | 2022 | 60 | 0 | 0 | 1 | 0 | 0 | 59 |
|               | 2023 | 59 | 0 | 0 | 2 | 0 | 0 | 57 |
|               | 2024 | 57 | 0 | 0 | 2 | 0 | 0 | 55 |
| Maine         | 2022 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|               | 2023 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|               | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| Maryland      | 2022 | 2  | 0 | 0 | 0 | 0 | 0 | 2  |
|               | 2023 | 2  | 0 | 0 | 0 | 0 | 0 | 2  |
|               | 2024 | 2  | 0 | 0 | 1 | 0 | 0 | 1  |
| Massachusetts | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|               | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |

|                |      |    |   |   |   |   |   |    |
|----------------|------|----|---|---|---|---|---|----|
| Michigan       | 2022 | 5  | 0 | 0 | 0 | 0 | 0 | 5  |
|                | 2023 | 5  | 0 | 0 | 1 | 0 | 0 | 4  |
|                | 2024 | 4  | 0 | 0 | 1 | 0 | 0 | 3  |
| Minnesota      | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| Mississippi    | 2022 | 10 | 0 | 0 | 1 | 0 | 0 | 9  |
|                | 2023 | 9  | 0 | 0 | 0 | 0 | 0 | 9  |
|                | 2024 | 9  | 0 | 0 | 0 | 0 | 0 | 9  |
| Missouri       | 2022 | 6  | 0 | 0 | 1 | 0 | 0 | 5  |
|                | 2023 | 5  | 0 | 0 | 0 | 0 | 0 | 5  |
|                | 2024 | 5  | 0 | 0 | 1 | 0 | 0 | 4  |
| Montana        | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| Nebraska       | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| Nevada         | 2022 | 3  | 0 | 0 | 1 | 0 | 0 | 2  |
|                | 2023 | 2  | 0 | 0 | 1 | 0 | 0 | 1  |
|                | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| New Hampshire  | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2023 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
|                | 2024 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |
| New Jersey     | 2022 | 6  | 0 | 0 | 2 | 0 | 0 | 4  |
|                | 2023 | 4  | 0 | 0 | 1 | 0 | 0 | 3  |
|                | 2024 | 3  | 0 | 0 | 0 | 0 | 0 | 3  |
| New Mexico     | 2022 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|                | 2023 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
|                | 2024 | 1  | 0 | 0 | 0 | 0 | 0 | 1  |
| New York       | 2022 | 19 | 0 | 1 | 0 | 0 | 0 | 18 |
|                | 2023 | 18 | 0 | 0 | 3 | 0 | 0 | 15 |
|                | 2024 | 15 | 0 | 0 | 4 | 0 | 0 | 11 |
| North Carolina | 2022 | 6  | 0 | 0 | 0 | 0 | 0 | 6  |
|                | 2023 | 6  | 0 | 1 | 0 | 0 | 0 | 5  |
|                | 2024 | 5  | 0 | 0 | 0 | 0 | 0 | 5  |
| North Dakota   | 2022 | 0  | 0 | 0 | 0 | 0 | 0 | 0  |

|                          |      |    |   |   |    |   |   |    |
|--------------------------|------|----|---|---|----|---|---|----|
|                          | 2023 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2024 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
| Northern Mariana Islands | 2022 | 3  | 0 | 0 | 0  | 0 | 0 | 3  |
|                          | 2023 | 3  | 0 | 0 | 0  | 0 | 0 | 3  |
|                          | 2024 | 3  | 0 | 0 | 0  | 0 | 0 | 3  |
| Ohio                     | 2022 | 7  | 0 | 0 | 1  | 0 | 0 | 6  |
|                          | 2023 | 6  | 0 | 0 | 1  | 0 | 0 | 5  |
|                          | 2024 | 5  | 0 | 0 | 1  | 0 | 0 | 4  |
| Oklahoma                 | 2022 | 4  | 0 | 0 | 0  | 0 | 0 | 4  |
|                          | 2023 | 4  | 0 | 0 | 0  | 0 | 0 | 4  |
|                          | 2024 | 4  | 0 | 0 | 1  | 0 | 0 | 3  |
| Oregon                   | 2022 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2023 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2024 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
| Pennsylvania             | 2022 | 5  | 0 | 0 | 0  | 0 | 0 | 5  |
|                          | 2023 | 5  | 0 | 0 | 0  | 0 | 0 | 5  |
|                          | 2024 | 5  | 0 | 0 | 0  | 0 | 0 | 5  |
| Puerto Rico              | 2022 | 32 | 0 | 0 | 0  | 0 | 0 | 32 |
|                          | 2023 | 32 | 0 | 0 | 12 | 0 | 0 | 20 |
|                          | 2024 | 20 | 0 | 0 | 3  | 0 | 0 | 17 |
| Rhode Island             | 2022 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2023 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2024 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
| South Carolina           | 2022 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2023 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2024 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
| South Dakota             | 2022 | 3  | 0 | 0 | 0  | 0 | 0 | 3  |
|                          | 2023 | 3  | 0 | 1 | 1  | 0 | 0 | 1  |
|                          | 2024 | 1  | 0 | 0 | 0  | 0 | 0 | 1  |
| Tennessee                | 2022 | 4  | 0 | 0 | 1  | 0 | 0 | 3  |
|                          | 2023 | 3  | 0 | 0 | 0  | 0 | 0 | 3  |
|                          | 2024 | 3  | 0 | 0 | 0  | 0 | 0 | 3  |
| Texas                    | 2022 | 30 | 0 | 1 | 2  | 0 | 0 | 27 |
|                          | 2023 | 27 | 0 | 2 | 3  | 0 | 0 | 22 |
|                          | 2024 | 22 | 0 | 0 | 2  | 0 | 0 | 20 |
| Utah                     | 2022 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |
|                          | 2023 | 0  | 0 | 0 | 0  | 0 | 0 | 0  |

|                |      |     |   |   |    |   |   |     |
|----------------|------|-----|---|---|----|---|---|-----|
|                | 2024 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
| Vermont        | 2022 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2023 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2024 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
| Virgin Islands | 2022 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
|                | 2023 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
|                | 2024 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
| Virginia       | 2022 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
|                | 2023 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
|                | 2024 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
| Washington     | 2022 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2023 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2024 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
| West Virginia  | 2022 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2023 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2024 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
| Wisconsin      | 2022 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2023 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
|                | 2024 | 0   | 0 | 0 | 0  | 0 | 0 | 0   |
| Wyoming        | 2022 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
|                | 2023 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
|                | 2024 | 1   | 0 | 0 | 0  | 0 | 0 | 1   |
| <b>Totals</b>  | 2022 | 259 | 0 | 4 | 15 | 0 | 0 | 240 |
|                | 2023 | 240 | 0 | 6 | 30 | 0 | 0 | 204 |
|                | 2024 | 204 | 0 | 0 | 22 | 0 | 0 | 182 |

As noted above, we did not offer franchises for operation of GNP Premier Pharmacies until 2009. The above table reflects only Voluntary Pharmacies and the following table reflects only GNP Premier Pharmacies, showing the number of stores at the beginning and end of each year and how many opened, were terminated, did not renew or are otherwise no longer operating.

#### GNP PREMIER PHARMACIES FOR FISCAL YEARS 2022 TO 2024

| State   | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewal | Reacquired by Franchisor | Other | Outlets at End of Year |
|---------|------|--------------------------|----------------|--------------|-------------|--------------------------|-------|------------------------|
| Alabama | 2022 | 23                       | 4              | 2            | 0           | 0                        | 0     | 25                     |
|         | 2023 | 25                       | 4              | 6            | 0           | 0                        | 0     | 23                     |
|         | 2024 | 23                       | 2              | 2            | 0           | 0                        | 0     | 23                     |



|                      |      |     |    |    |   |   |   |     |
|----------------------|------|-----|----|----|---|---|---|-----|
| Alaska               | 2022 | 7   | 0  | 1  | 0 | 0 | 0 | 6   |
|                      | 2023 | 6   | 0  | 1  | 0 | 0 | 0 | 5   |
|                      | 2024 | 5   | 1  | 1  | 0 | 0 | 0 | 5   |
| Arizona              | 2022 | 4   | 0  | 0  | 0 | 0 | 0 | 4   |
|                      | 2023 | 4   | 3  | 1  | 0 | 0 | 0 | 6   |
|                      | 2024 | 6   | 0  | 0  | 0 | 0 | 0 | 6   |
| Arkansas             | 2022 | 84  | 4  | 2  | 0 | 0 | 0 | 86  |
|                      | 2023 | 86  | 11 | 6  | 0 | 0 | 0 | 91  |
|                      | 2024 | 91  | 5  | 6  | 0 | 0 | 0 | 90  |
| California           | 2022 | 232 | 35 | 15 | 0 | 0 | 0 | 252 |
|                      | 2023 | 252 | 33 | 18 | 0 | 0 | 0 | 267 |
|                      | 2024 | 267 | 30 | 30 | 0 | 0 | 0 | 267 |
| Colorado             | 2022 | 5   | 4  | 0  | 0 | 0 | 0 | 9   |
|                      | 2023 | 9   | 5  | 1  | 0 | 0 | 0 | 13  |
|                      | 2024 | 13  | 0  | 1  | 0 | 0 | 0 | 12  |
| Connecticut          | 2022 | 10  | 2  | 0  | 0 | 0 | 0 | 12  |
|                      | 2023 | 12  | 1  | 2  | 0 | 0 | 0 | 11  |
|                      | 2024 | 11  | 1  | 1  | 0 | 0 | 0 | 11  |
| Delaware             | 2022 | 3   | 0  | 1  | 0 | 0 | 0 | 2   |
|                      | 2023 | 2   | 0  | 0  | 0 | 0 | 0 | 2   |
|                      | 2024 | 2   | 0  | 0  | 0 | 0 | 0 | 2   |
| District of Columbia | 2022 | 0   | 1  | 0  | 0 | 0 | 0 | 1   |
|                      | 2023 | 1   | 0  | 0  | 0 | 0 | 0 | 1   |
|                      | 2024 | 1   | 0  | 0  | 0 | 0 | 0 | 1   |
| Florida              | 2022 | 124 | 13 | 17 | 0 | 0 | 0 | 120 |
|                      | 2023 | 120 | 9  | 14 | 0 | 0 | 0 | 115 |
|                      | 2024 | 115 | 10 | 20 | 0 | 0 | 0 | 105 |
| Georgia              | 2022 | 147 | 23 | 12 | 0 | 0 | 0 | 158 |
|                      | 2023 | 158 | 12 | 9  | 0 | 0 | 0 | 161 |
|                      | 2024 | 161 | 10 | 7  | 0 | 0 | 0 | 164 |
| Guam                 | 2022 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                      | 2023 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                      | 2024 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
| Hawaii               | 2022 | 33  | 3  | 0  | 0 | 0 | 0 | 36  |
|                      | 2023 | 36  | 2  | 5  | 0 | 0 | 0 | 33  |
|                      | 2024 | 33  | 0  | 4  | 0 | 0 | 0 | 29  |
| Idaho                | 2022 | 20  | 5  | 3  | 0 | 0 | 0 | 22  |
|                      | 2023 | 22  | 0  | 5  | 0 | 0 | 0 | 17  |

|               |      |     |    |    |   |   |   |     |
|---------------|------|-----|----|----|---|---|---|-----|
|               | 2024 | 17  | 1  | 1  | 0 | 0 | 0 | 17  |
| Illinois      | 2022 | 37  | 4  | 1  | 0 | 0 | 0 | 40  |
|               | 2023 | 40  | 5  | 1  | 0 | 0 | 0 | 44  |
|               | 2024 | 44  | 2  | 3  | 0 | 0 | 0 | 43  |
| Indiana       | 2022 | 30  | 4  | 0  | 0 | 0 | 0 | 34  |
|               | 2023 | 34  | 4  | 3  | 0 | 0 | 0 | 35  |
|               | 2024 | 35  | 0  | 3  | 0 | 0 | 0 | 32  |
| Iowa          | 2022 | 29  | 4  | 0  | 0 | 0 | 0 | 33  |
|               | 2023 | 33  | 2  | 4  | 0 | 0 | 0 | 31  |
|               | 2024 | 31  | 1  | 3  | 0 | 0 | 0 | 29  |
| Kansas        | 2022 | 33  | 2  | 3  | 0 | 0 | 0 | 32  |
|               | 2023 | 32  | 6  | 8  | 0 | 0 | 0 | 30  |
|               | 2024 | 30  | 3  | 3  | 0 | 0 | 0 | 30  |
| Kentucky      | 2022 | 111 | 9  | 8  | 0 | 0 | 0 | 112 |
|               | 2023 | 112 | 11 | 6  | 0 | 0 | 0 | 117 |
|               | 2024 | 117 | 3  | 10 | 0 | 0 | 0 | 110 |
| Louisiana     | 2022 | 15  | 2  | 1  | 0 | 0 | 0 | 16  |
|               | 2023 | 16  | 4  | 2  | 0 | 0 | 0 | 18  |
|               | 2024 | 18  | 3  | 3  | 0 | 0 | 0 | 18  |
| Maine         | 2022 | 11  | 1  | 1  | 0 | 0 | 0 | 11  |
|               | 2023 | 11  | 1  | 0  | 0 | 0 | 0 | 12  |
|               | 2024 | 12  | 1  | 1  | 0 | 0 | 0 | 12  |
| Maryland      | 2022 | 32  | 2  | 0  | 0 | 0 | 0 | 34  |
|               | 2023 | 34  | 1  | 10 | 0 | 0 | 0 | 25  |
|               | 2024 | 25  | 7  | 3  | 0 | 0 | 0 | 29  |
| Massachusetts | 2022 | 21  | 2  | 0  | 0 | 0 | 0 | 23  |
|               | 2023 | 23  | 3  | 4  | 0 | 0 | 0 | 22  |
|               | 2024 | 22  | 1  | 3  | 0 | 0 | 0 | 20  |
| Michigan      | 2022 | 111 | 7  | 10 | 0 | 0 | 0 | 108 |
|               | 2023 | 108 | 12 | 9  | 0 | 0 | 0 | 111 |
|               | 2024 | 111 | 4  | 4  | 0 | 0 | 0 | 111 |
| Minnesota     | 2022 | 26  | 0  | 5  | 0 | 0 | 0 | 21  |
|               | 2023 | 21  | 0  | 1  | 0 | 0 | 0 | 20  |
|               | 2024 | 20  | 0  | 1  | 0 | 0 | 0 | 19  |
| Mississippi   | 2022 | 32  | 0  | 2  | 0 | 0 | 0 | 30  |
|               | 2023 | 30  | 5  | 3  | 0 | 0 | 0 | 32  |
|               | 2024 | 32  | 3  | 2  | 0 | 0 | 0 | 33  |
| Missouri      | 2022 | 48  | 6  | 2  | 0 | 0 | 0 | 52  |

|                          |      |     |    |    |   |   |   |     |
|--------------------------|------|-----|----|----|---|---|---|-----|
|                          | 2023 | 52  | 3  | 6  | 0 | 0 | 0 | 49  |
|                          | 2024 | 49  | 3  | 4  | 0 | 0 | 0 | 48  |
| Montana                  | 2022 | 3   | 0  | 0  | 0 | 0 | 0 | 3   |
|                          | 2023 | 3   | 0  | 0  | 0 | 0 | 0 | 3   |
|                          | 2024 | 3   | 0  | 0  | 0 | 0 | 0 | 3   |
| Nebraska                 | 2022 | 16  | 3  | 0  | 0 | 0 | 0 | 19  |
|                          | 2023 | 19  | 3  | 1  | 0 | 0 | 0 | 21  |
|                          | 2024 | 21  | 0  | 0  | 0 | 0 | 0 | 21  |
| Nevada                   | 2022 | 3   | 1  | 0  | 0 | 0 | 0 | 4   |
|                          | 2023 | 4   | 0  | 0  | 0 | 0 | 0 | 4   |
|                          | 2024 | 4   | 0  | 4  | 0 | 0 | 0 | 0   |
| New Hampshire            | 2022 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                          | 2023 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                          | 2024 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
| New Jersey               | 2022 | 103 | 26 | 2  | 0 | 0 | 0 | 127 |
|                          | 2023 | 127 | 11 | 12 | 0 | 0 | 0 | 126 |
|                          | 2024 | 126 | 15 | 22 | 0 | 0 | 0 | 119 |
| New Mexico               | 2022 | 15  | 0  | 1  | 0 | 0 | 0 | 14  |
|                          | 2023 | 14  | 0  | 3  | 0 | 0 | 0 | 11  |
|                          | 2024 | 11  | 1  | 0  | 0 | 0 | 0 | 12  |
| New York                 | 2022 | 60  | 9  | 3  | 0 | 0 | 0 | 66  |
|                          | 2023 | 66  | 13 | 8  | 0 | 0 | 0 | 71  |
|                          | 2024 | 71  | 25 | 8  | 0 | 0 | 0 | 88  |
| North Carolina           | 2022 | 98  | 12 | 8  | 0 | 0 | 0 | 102 |
|                          | 2023 | 102 | 19 | 10 | 0 | 0 | 0 | 111 |
|                          | 2024 | 111 | 2  | 2  | 0 | 0 | 0 | 111 |
| North Dakota             | 2022 | 2   | 10 | 0  | 0 | 0 | 0 | 12  |
|                          | 2023 | 12  | 2  | 1  | 0 | 0 | 0 | 13  |
|                          | 2024 | 13  | 1  | 0  | 0 | 0 | 0 | 14  |
| Northern Mariana Islands | 2022 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                          | 2023 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                          | 2024 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
| Ohio                     | 2022 | 85  | 7  | 3  | 0 | 0 | 0 | 89  |
|                          | 2023 | 89  | 3  | 8  | 0 | 0 | 0 | 84  |
|                          | 2024 | 84  | 4  | 11 | 0 | 0 | 0 | 77  |
| Oklahoma                 | 2022 | 14  | 1  | 1  | 0 | 0 | 0 | 14  |
|                          | 2023 | 14  | 1  | 1  | 0 | 0 | 0 | 14  |
|                          | 2024 | 14  | 3  | 0  | 0 | 0 | 0 | 17  |

|                |      |     |    |    |   |   |   |     |
|----------------|------|-----|----|----|---|---|---|-----|
| Oregon         | 2022 | 10  | 0  | 0  | 0 | 0 | 0 | 10  |
|                | 2023 | 10  | 1  | 1  | 0 | 0 | 0 | 10  |
|                | 2024 | 10  | 0  | 1  | 0 | 0 | 0 | 9   |
| Pennsylvania   | 2022 | 75  | 9  | 7  | 0 | 0 | 0 | 77  |
|                | 2023 | 77  | 4  | 7  | 0 | 0 | 0 | 74  |
|                | 2024 | 74  | 13 | 10 | 0 | 0 | 0 | 77  |
| Puerto Rico    | 2022 | 14  | 0  | 0  | 0 | 0 | 0 | 14  |
|                | 2023 | 14  | 0  | 1  | 0 | 0 | 0 | 13  |
|                | 2024 | 13  | 4  | 0  | 0 | 0 | 0 | 17  |
| Rhode Island   | 2022 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                | 2023 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                | 2024 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
| South Carolina | 2022 | 52  | 7  | 0  | 0 | 0 | 0 | 59  |
|                | 2023 | 59  | 8  | 0  | 0 | 0 | 0 | 67  |
|                | 2024 | 67  | 15 | 5  | 0 | 0 | 0 | 77  |
| South Dakota   | 2022 | 3   | 0  | 1  | 0 | 0 | 0 | 2   |
|                | 2023 | 2   | 1  | 0  | 0 | 0 | 0 | 3   |
|                | 2024 | 3   | 1  | 0  | 0 | 0 | 0 | 4   |
| Tennessee      | 2022 | 57  | 11 | 4  | 0 | 0 | 0 | 64  |
|                | 2023 | 64  | 8  | 3  | 0 | 0 | 0 | 69  |
|                | 2024 | 69  | 5  | 4  | 0 | 0 | 0 | 70  |
| Texas          | 2022 | 187 | 10 | 11 | 0 | 0 | 0 | 186 |
|                | 2023 | 186 | 17 | 25 | 0 | 0 | 0 | 178 |
|                | 2024 | 178 | 8  | 18 | 0 | 0 | 0 | 168 |
| Utah           | 2022 | 17  | 1  | 2  | 0 | 0 | 0 | 16  |
|                | 2023 | 16  | 1  | 0  | 0 | 0 | 0 | 17  |
|                | 2024 | 17  | 3  | 3  | 0 | 0 | 0 | 17  |
| Vermont        | 2022 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                | 2023 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                | 2024 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
| Virgin Islands | 2022 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                | 2023 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
|                | 2024 | 0   | 0  | 0  | 0 | 0 | 0 | 0   |
| Virginia       | 2022 | 45  | 5  | 1  | 0 | 0 | 0 | 49  |
|                | 2023 | 49  | 1  | 2  | 0 | 0 | 0 | 48  |
|                | 2024 | 48  | 3  | 4  | 0 | 0 | 0 | 47  |
| Washington     | 2022 | 22  | 4  | 2  | 0 | 0 | 0 | 24  |
|                | 2023 | 24  | 2  | 4  | 0 | 0 | 0 | 22  |

|               |      |      |     |     |   |   |   |      |
|---------------|------|------|-----|-----|---|---|---|------|
|               | 2024 | 22   | 1   | 2   | 0 | 0 | 0 | 21   |
| West Virginia | 2022 | 22   | 1   | 1   | 0 | 0 | 0 | 22   |
|               | 2023 | 22   | 3   | 2   | 0 | 0 | 0 | 23   |
|               | 2024 | 23   | 3   | 1   | 0 | 0 | 0 | 25   |
| Wisconsin     | 2022 | 16   | 2   | 1   | 0 | 0 | 0 | 17   |
|               | 2023 | 17   | 3   | 2   | 0 | 0 | 0 | 18   |
|               | 2024 | 18   | 3   | 0   | 0 | 0 | 0 | 21   |
| Wyoming       | 2022 | 6    | 1   | 1   | 0 | 0 | 0 | 6    |
|               | 2023 | 6    | 0   | 0   | 0 | 0 | 0 | 6    |
|               | 2024 | 6    | 0   | 0   | 0 | 0 | 0 | 6    |
| Totals        | 2022 | 2153 | 257 | 135 | 0 | 0 | 0 | 2275 |
|               | 2023 | 2275 | 238 | 216 | 0 | 0 | 0 | 2297 |
|               | 2024 | 2297 | 201 | 211 | 0 | 0 | 0 | 2287 |

**TABLE NO. 4**  
**COMPANY-OWNED OUTLETS STATUS SUMMARY**  
**FOR FISCAL YEARS 2022 TO 2024**

| State  | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets At End of Year |
|--------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
| Totals | 2022 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|        | 2023 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|        | 2024 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |

**TABLE NO. 5**  
**PROJECTED FRANCHISEE OPENINGS AS OF SEPTEMBER 30, 2024**

| State                | GNP Premier Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|----------------------|---|--|---|
| Alabama              | 0   | 4  | 0   |
| Alaska               | 0   | 0  | 0   |
| Arizona              | 0   | 1  | 0   |
| Arkansas             | 0   | 6  | 0   |
| California           | 0   | 28   | 0   |
| Colorado             | 0   | 3  | 0   |
| Connecticut          | 0   | 2  | 0   |
| Delaware             | 0   | 0  | 0   |
| District of Columbia | 0   | 0  | 0   |
| Florida              | 0   | 14   | 0   |
| Georgia              | 0   | 18   | 0   |
| Hawaii               | 0   | 2  | 0   |

| State          | GNP Premier Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|----------------|---|--|---|
| Idaho          | 0   | 2  | 0   |
| Illinois       | 0   | 4  | 0   |
| Indiana        | 0   | 4  | 0   |
| Iowa           | 0   | 3  | 0   |
| Kansas         | 0   | 4  | 0   |
| Kentucky       | 0   | 10   | 0   |
| Louisiana      | 0   | 3  | 0   |
| Maine          | 0   | 0  | 0   |
| Maryland       | 0   | 3  | 0   |
| Massachusetts  | 0   | 2  | 0   |
| Michigan       | 0   | 11   | 0   |
| Minnesota      | 0   | 0  | 0   |
| Mississippi    | 0   | 3  | 0   |
| Missouri       | 0   | 3  | 0   |
| Montana        | 0   | 0  | 0   |
| Nebraska       | 0   | 2  | 0   |
| Nevada         | 0   | 0  | 0   |
| New Hampshire  | 0   | 0  | 0   |
| New Jersey     | 0   | 15   | 0   |
| New Mexico     | 0   | 0  | 0   |
| New York       | 0   | 8  | 0   |
| North Carolina | 0   | 13   | 0   |
| North Dakota   | 0   | 4  | 0   |
| Ohio           | 0   | 4  | 0   |
| Oklahoma       | 0   | 1  | 0   |
| Oregon         | 0   | 0  | 0   |
| Pennsylvania   | 0   | 7  | 0   |
| Rhode Island   | 0   | 0  | 0   |
| South Carolina | 0   | 9  | 0   |
| South Dakota   | 0   | 0  | 0   |
| Tennessee      | 0   | 10   | 0   |
| Texas          | 0   | 12   | 0   |
| Utah           | 0   | 1  | 0   |
| Vermont        | 0   | 0  | 0   |
| Virginia       | 0   | 4  | 0   |
| Washington     | 0   | 2  | 0   |
| West Virginia  | 0   | 2  | 0   |
| Wisconsin      | 0   | 2  | 0   |
| Wyoming        | 0   | 0  | 0   |
| Puerto Rico    | 0   | 0  | 0   |



| State                    | GNP Premier Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|--------------------------|---|--|---|
| Guam                     | 0   | 0  | 0   |
| Northern Mariana Islands | 0   | 0  | 0   |
| Virgin Island            | 0   | 0  | 0   |
| <b>Totals</b>            | 0   | 226  | 0   |

### **List of Current Franchisees**

A list of current franchisees is provided in Exhibit D.

### **List of Former Franchisees and Licensees**

We did not offer franchises for the operation of GNP Premier Pharmacies or otherwise until 2009 and have never refused to renew a franchise (other than as part of a total account closure for non-franchise related reasons such as credit concerns); 159 franchisees transferred ownership during 2024, and no franchisee has failed to communicate with us during the 10 weeks preceding the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. Former franchisees are listed in Exhibit D.

**If you enter into a GNP Premier Agreement, information about your agreement may be disclosed to others who are interested in the GNP Premier Program if you leave the GNP Premier Program.**

### **Purchase of Previously Owned Franchise**

If you are purchasing a previously owned GNP Premier Pharmacy or Voluntary Pharmacy from us, we will provide you additional information on this previously owned pharmacy in an addendum to this Disclosure Document, but only to the extent we have such information.

### **Confidentiality Clauses**

During the last three fiscal years, we have not signed any agreements with Voluntary Pharmacies or GNP Premier Pharmacies that contain confidentiality clauses that would restrict their ability to speak openly about their experience (or we will agree to waive any such restriction upon request).

### **Trademark-Specific Franchisee Organizations**

We are not currently aware of any trademark-specific franchisee organizations associated with the franchise GNP Premier Program which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this Disclosure Document. As noted above, there are regional and national GNP Advisory Boards. See Item 11.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit E are the financial statements for Cencora, our parent. Our financial information is consolidated within that of Cencora.

## Audited Financial Statements

The Consolidated Financial Statements are the consolidated financial position of Cencora at September 30, 2024 and 2023, and the consolidated results of their operations and their cash flows for each of the three years in the period ending on September 30, 2024.

Our parent, Cencora, has agreed to absolutely and irrevocably guarantee all obligations of ABDC to any franchisee under the GNP Premier Agreement and related agreements in this Disclosure Document. The guarantee is included in Exhibit E following the financial statements.

## **ITEM 22** **CONTRACTS**

Depending on Available Programs in which you elect to participate, you will sign the GNP Premier Agreement and the Data Authorization Supplement and agree to terms in some or all of its exhibits, all of which are attached as exhibits to this Disclosure Document.

### **Exhibit B - GNP Premier Agreement (with Data Authorization Supplement):**

|             |                                    |
|-------------|------------------------------------|
| Exhibit A - | Data Protection Provisions         |
| Exhibit B - | HIPAA Business Associate Agreement |
| Exhibit C - | Provisions                         |
| Exhibit D - | State-Specific Amendments/Addenda  |
| Exhibit E - | Master Program Agreement           |

### **Program Selection and Data Authorizations:**

|                 |   |
|-----------------|---|
| Term Sheet 1 -  | Elevate Provider Network                      |
| Term Sheet 2 -  | Elevate Advanced Features                     |
| Term Sheet 2A - | Pre & Post Edit Solutions (PPE)               |
| Term Sheet 2B - | Claim Reconciliation Services                 |
| Term Sheet 2C - | Outcomes PCS Solution                         |
| Term Sheet 2D - | EnlivenHealth Patient Care Services           |
| Term Sheet 3 -  | InSite from ABDC                              |
| Term Sheet 4 -  | Five-Star Rebate                              |
| Term Sheet 5 -  | The Front-End Solution Programs               |
| Term Sheet 6 -  | Digital Marketing                             |
| Term Sheet 7 -  | Business Coaching                             |
| Term Sheet 8 -  | Pharmacy System Data Services                 |
| Term Sheet 9 -  | Unsaleable Returns                            |
| Term Sheet 10 - | Statement of Work for Special Projects (Form) |

## **ITEM 23** **RECEIPTS**

Please sign two copies of the Receipt attached as the last two pages to this Disclosure Document. After execution, you keep one copy and provide the other to us.

**EXHIBIT A  
STATE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

**STATE ADMINISTRATORS**

**CALIFORNIA**

Department of Financial Protection and  
Innovation  
320 West 4th Street, Suite 750  
Los Angeles, California 90013  
(866) 275-2677 or (213) 576-7500

**HAWAII**

Department of Commerce and Consumer  
Affairs  
Business Registrations Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586 2722

**ILLINOIS**

Office of Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782 4465

**INDIANA**

Franchise Section  
Securities Division  
302 W. Washington St., Room E 111  
Indianapolis, Indiana 46204  
(317) 232 6681

**KENTUCKY**

Office of the Attorney General  
1024 Capital Center Drive  
Frankfort, Kentucky 40602  
(502) 696 5300

**MARYLAND**

Office of Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202  
(410) 576 7042

**MICHIGAN**

Office of the Attorney General  
Consumer Protection Division  
Antitrust and Franchise Section  
G. Mennen Williams Building, 7th Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
(517) 373-7117

**MINNESOTA**

Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101-2198  
(651) 539-1600

**NEBRASKA**

Department of Banking and Finance  
1200 N Street, Suite 311  
P.O. Box 95006  
Lincoln, Nebraska 68509  
(402) 471 3445

**NEW YORK**

Office of the Attorney General  
Investor Protection Bureau  
28 Liberty Street, 15th Floor  
New York, NY 10005  
Tel: 212-416-8222

**NORTH DAKOTA**

North Dakota Securities Department  
600 East Blvd., Fifth Floor  
Bismarck, North Dakota 58505  
(701) 328 4712

**OREGON**

Division of Consumer and Business  
Services  
Finance and Corporate Securities  
350 Winter Street N.E.  
Labor and Industries Building, Room 21  
Salem, Oregon 97310  
(503) 378 4387

**RHODE ISLAND**

Securities Division  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920  
(401) 222 3048

**SOUTH DAKOTA**

Division of Insurance  
Securities Regulation  
124 Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773 3563

**TEXAS**

Statutory Document Section  
Secretary of State  
P.O. Box 12887  
Austin, Texas 78711  
(512) 475 1769

**UTAH**

Division of Consumer Protection  
Utah Department of Commerce  
160 East Three Hundred South  
P.O. Box 146704  
Salt Lake City, Utah 84114 6704  
(801) 530 6601

**VIRGINIA**

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219  
(804) 371 9051

**WASHINGTON**

Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98501  
(360) 902 8760

**WISCONSIN**

Division of Securities  
Department of Financial Institutions  
P.O. Box 1768  
Madison, Wisconsin 53701 or  
345 W. Washington, 4th Floor  
Madison, Wisconsin 53703  
(608) 266 8559

**AGENTS FOR SERVICE OF PROCESS****CALIFORNIA**

Commissioner of ion  
Department of Financial Protection and  
Innovation  
320 West 4th Street, Suite 750  
Los Angeles, California 90013-1105

**HAWAII**

Commissioner of Securities  
Department of Commerce and Consumer  
Affairs  
Business Registrations Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

**ILLINOIS**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

**INDIANA**

Secretary of State  
201 State House  
200 W. Washington Street  
Indianapolis, Indiana 46204

**MARYLAND**

Maryland Securities Commissioner  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

**MICHIGAN**

Department of Labor & Economic Growth  
Commercial Services & Corporations Bureau  
611 W. Ottawa Street  
Lansing, Michigan 48909

**MINNESOTA**

Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 280  
St. Paul, Minnesota 55101-2198

**NEW YORK**

New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6<sup>th</sup> Floor  
Albany, NY 12231-0001  
(518) 473-2492

**NORTH DAKOTA**

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard, Fifth Floor  
Bismarck, North Dakota 58505

**OREGON**

Director  
Department of Consumer and Business Services  
Division of Finance and Corporate Securities  
Labor and Industries Building  
Salem, Oregon 97310

**RHODE ISLAND**

Director  
Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920

**SOUTH DAKOTA**

Department of Labor and Regulation  
Division of Securities  
125 Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773 3563

**VIRGINIA**

Clerk of the State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor  
Richmond, Virginia 23219

**WASHINGTON**

Director of Financial Institutions  
Securities Division  
150 Israel Rd. S.W.  
Tumwater, Washington 98501

**WISCONSIN**

Commissioner of Securities  
Fourth Floor  
345 West Washington Avenue  
Madison, Wisconsin 53703

**GNP PREMIER AGREEMENT**

**Good Neighbor Pharmacy<sup>®</sup>  
Premier Participation Agreement  
Summary & Signature Page**

This Good Neighbor Pharmacy<sup>®</sup> Premier Participation Agreement (“**Agreement**”) between AmerisourceBergen Drug Corporation, a Delaware corporation with offices at 1 West First Avenue, Conshohocken, PA 19428 (“**ABDC**”) and Customer (identified below and also referred to herein as “**you**” or “**your**”) is effective as of the effective date indicated below on this page (“**Effective Date**”) if it is accepted by ABDC.

**CUSTOMER**

Legal Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

*Attach list as Exhibit F for multiple locations or if pharmacy address is different.*

**ENTITY**

Check one: ☐ Corporation ☐ Partnership  
☐ Limited Liability Company ☐ Individual  
☐ Limited Partnership ☐ Other:

State of Formation: \_\_\_\_\_

**ACCOUNT**

NCPDP No: \_\_\_\_\_ *For Single Locations Only*

**PROGRAM**

Effective Date: \_\_\_\_\_

Term: 5 years (with 60-day “no cause” termination in Section 7)

Customer’s Designated Manager: \_\_\_\_\_

Initial Fee: None

Monthly Fee: \$599 per Pharmacy Location

Program Participation: See Sections 4(g) and 4(h), Exhibit E and Term Sheets 1 to 10

Disclosure Compliance Franchise Disclosure Document Delivery Date: \_\_\_\_\_

Each party’s authorized officer, partner or principal signed this Good Neighbor Pharmacy Premier Participation Agreement as of the date indicated and such Agreement shall be effective as of its Effective Date.

**Customer**

**ABDC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Do Not Sign Before:** \_\_\_\_\_



## TABLE OF CONTENTS

### Table of Contents

|  |    |
|--|----|
| 1. Grant.....  | 1  |
| 2. Fees.....   | 2  |
| 3. Modifications of GNP Premier Program and Marks .....  | 2  |
| 4. Customer’s Obligations .....  | 3  |
| 5. Required Signage .....  | 5  |
| 6. GNP Private Label Products.....   | 5  |
| 7. Term and Termination.....   | 6  |
| 8. Internet Operations .....   | 6  |
| 9. Trademarks and Intellectual Property .....  | 7  |
| 10. Transfers.....   | 9  |
| 11. GNP License Program Release .....  | 9  |
| 12. Post-Termination Obligations .....   | 9  |
| 13. Program Master Terms .....   | 10 |
| 14. Dispute Resolution.....  | 12 |
| 15. Miscellaneous.....   | 14 |
| Exhibit A – Data Protection Provisions .....   | 15 |
| Exhibit B – HIPAA Business Associate Agreement .....   | 18 |
| Exhibit C – Provisions .....   | 21 |
| Exhibit D – State-Specific Amendments .....  | 24 |
| Exhibit E – Master Program Agreement .....   | 31 |
| Available Program Enrollment Form & Data Authorization .....   | 37 |
| Term Sheet 1 – Elevate Provider Network® .....   | 40 |
| Term Sheet 2 – Elevate Advanced Features .....   | 47 |
| Term Sheet 2A – Pre & Post Edit Solutions.....   | 49 |
| Term Sheet 2B – Claim Reconciliation Services.....   | 52 |
| Term Sheet 2C – Outcomes PCS Services.....   | 55 |
| Term Sheet 2D – Enliven Health Patient Care Services .....   | 57 |
| Term Sheet 3 – InSite from ABDC / InSite for POS System .....  | 60 |
| Term Sheet 4 – Five-Star Rebate Program .....  | 62 |
| Term Sheet 5 – First to Shelf / Planogram Services / Merchandising Services<br>Retail Product Zone Pricing / Front-End Support Kit ..... | 64 |
| Term Sheet 6 – Digital Marketing .....   | 65 |
| Term Sheet 7 – Business Coaching .....   | 67 |
| Term Sheet 8 – Pharmacy Data Services .....  | 69 |
| Term Sheet 9 – Unsaleable Returns.....   | 70 |
| Term Sheet 10 – Statement of Work-Services (Form) for Special Projects .....   | 72 |
| <i>Current Term Sheets are posted on AB Central</i>  |    |
| <i>(<a href="https://abcorder.amerisourcebergen.com">https://abcorder.amerisourcebergen.com</a>)</i>                                     |    |

## Good Neighbor Pharmacy® Premier Participation Agreement

A. ABDC, a nationwide wholesaler of pharmaceuticals and sundries, and its corporate affiliates have, with expenditure of time, skill, effort and money, developed an advertising and merchandising program, “Good Neighbor Pharmacy” for community pharmacies. As used in this Agreement, a “**Corporate Affiliate**” means a person or entity that controls, is controlled by or is under common control with another person or entity, either by virtue of equity ownership, by contract or by other means.

B. Customer owns and operates one or more community pharmacies (each a “**Pharmacy**”) and desires to obtain the right to use the Good Neighbor Pharmacy® Premier program (“**GNP Premier Program**”) in operating each Pharmacy pursuant to this Agreement, which such right ABDC is willing to grant subject to the terms and conditions provided herein.

C. Customer is joining the GNP Premier Program to promote and advertise its Pharmacy, to contribute to the collective goodwill of the GNP Premier Program and to actively participate in its programs.

D. This Agreement, including its Exhibits, Term Sheets, as well as their respective enrollment forms and Data Authorizations, each as may be amended from time to time as permitted herein, is the entire agreement between the parties related to the GNP Premier Program (excluding only the disclosure document described in Recital G below) and, pursuant to Section 13(g), is independent of any unrelated business relationships between the parties. This Agreement supersedes any Master Program Agreement signed between the parties for so long as the customer is party to the Premier Participation Agreement; provided, however, that any obligations outstanding as of the Effective Date originating from the Master Program Agreement, any Available Program selections, any Data Authorization forms relating to Available Programs, and any other terms or agreements the context of which show the parties intended them to survive, shall carry over into this Agreement and shall survive and such Master Program Agreement shall be reinstated upon termination of this Agreement. Nothing in this Agreement or in any related agreement will disclaim ABDC’s representations in the Franchise Disclosure Document that was furnished to you.

E. Customer confirms that, as reflected on the Summary and Signature Page, it received (1) a complete copy of this Agreement, including its exhibits, with all blanks filled in at least seven days before execution, and (2) the Franchise Disclosure Document, required by the Trade Regulation Rule of the Federal Trade Commission entitled “Disclosure Requirements and Prohibitions Concerning Franchising,” at least 14 days before execution.

### 1. Grant.

- (a) Use of Marks & GNP Premier Program. Subject to this Agreement, ABDC hereby grants and Customer accepts certain non-exclusive rights to use all or part of the GNP Premier Program. In turn, Customer will use the Good Neighbor Pharmacy and related service marks and their successors (“**Marks**”) to operate Pharmacy under the GNP Premier Program, and to advertise and promote Pharmacy using the Marks, all as required by this Agreement. Customer’s use of the Marks is subject to the conditions set forth in Section 9 of this Agreement.
- (b) Pharmacy Locations. Pursuant to this Agreement, Customer may operate each Pharmacy as a GNP Pharmacy at its existing Pharmacy location, where Customer was previously operating its pharmacy business, or new Pharmacy location, where Customer is a start-up pharmacy (each such location, a “**Pharmacy Location**”). In granting rights under this Agreement, ABDC makes no assurance, express or implied, about suitability of such location for a pharmacy or any other purpose and ABDC will not be responsible if Pharmacy does not meet Customer’s expectations for revenue, operations or other criteria.
- (c) Internet Operations. Customer may sell products and services using internet websites only as authorized by ABDC in writing.
- (d) Unapproved Operations. Customer may not use any Mark or other distinctive or unique elements of the GNP Premier Program to operate any business other than Pharmacy at the Pharmacy Location, without

ABDC's express prior written approval. Such use constitutes willful infringement of the Marks and the GNP Premier Program.

- (e) Non-Exclusivity. Customer's rights with respect to the GNP Premier Program are not exclusive. ABDC may among other things: (1) establish and operate GNP Pharmacies (defined in Section 4(a)) and allow others to do so, including ones in the GNP Premier Program, (2) offer and sell the GNP Premier Program and related products and services to other customers, and (3) establish, operate, offer and sell other businesses, goods and services, or allow others to do so, including those that are the same, similar or different and using some, all or none of the Marks, in each case regardless of proximity to or competitive impact on GNP Pharmacies.
- (f) Administration. In certain instances, ABDC receives revenue from the sale of items (other than ABDC's core distribution items such as Rx, OTC, etc.) related to the GNP Premier Program that are purchased by GNP Pharmacies from third parties, such as volume discounts, rebates or other benefits based on GNP Pharmacies' aggregate purchases. Such benefits will be used to generally enhance and promote the GNP Premier Program or to benefit GNP Pharmacies generally. This provision is not meant to circumvent or eliminate opportunities for revenue sharing with GNP Pharmacies and in such cases ABDC may allocate such benefits directly and proportionally to participating GNP Pharmacies and deduct expenses to administer and coordinate suppliers. In connection with programs for GNP Pharmacies and related products and services, Customer assigns ABDC the right to collect related promotional and advertising allowances.

## 2. Fees.

- (a) Initial Fee. In consideration of Customer's anticipated initial expenditures which may be required to meet GNP Premier Program requirements, ABDC does not charge an initial fee associated with its granting of rights as provided in this Agreement.
- (b) Periodic Fees. In consideration for Customer's continuing use of the Marks and the GNP Premier Program and participating in Available Programs that are Required or Optional (defined in Section 4(g)-(h)), Customer agrees to pay ABDC for each Pharmacy Location the GNP Premier monthly fee on the Summary and Signature Page ("**Monthly Fee**") which such Monthly Fees may be prorated as applicable. ABDC will add to the billed amount fees for Available Programs (defined in Section 4(g)) and applicable sales, use or other tax or charges. Unless otherwise agreed, payment is due pursuant to payment terms under Customer's PVA (defined in Section 4(f)). ABDC may increase the Monthly Fee upon sixty (60) days' notice.
- (c) GNP Manual. ABDC will provide to Customer the GNP Manual (defined in Section 4(a)), in electronic format, and additions and supplements to the GNP Manual as they become available. Customer agrees that the version of the GNP Manual on file in ABDC's offices is the standard, official version for purposes of resolving any question or dispute concerning its contents.

## 3. Modification of GNP Premier Program and Marks.

- (a) Modifications. ABDC may modify the GNP Premier Program and Marks, including: (i) adding, changing or discontinuing them; (ii) changing decorative, non-functional components that provide Pharmacy a distinctive, memorable appearance ("**Trade Dress**"); and (iii) adding, changing or discontinuing "Good Neighbor Pharmacy" brand private label product ("**GNP Private Label Product**"). Customer will comply with and adopt, at its expense, such changes, including changing Trade Dress, signage and Pharmacy operations items.
- (b) Innovations. The GNP Premier Program is continually enhanced through feedback provided by GNP Pharmacies, including sharing of successful and innovative uses of the GNP Premier Program. If Customer suggests, enhances or develops an innovation or improvement related to any aspect of the GNP Premier Program and ABDC incorporates it into its programs for use in other GNP Pharmacies (whether on a temporary or permanent basis and whether applicable to some or all GNP Pharmacies): (i) such

innovation or improvement will become part of such programs without compensation to Customer or any other party; and (ii) Customer hereby assigns ownership of such innovations and improvements to ABDC and agrees to take any additional steps ABDC may request in connection with ABDC's ownership of the same.

#### 4. Customer's Obligations.

- (a) Pharmacy Operation. Operation and appearance of each pharmacy that operates under the GNP trademark and other Marks, including those in the GNP Premier Program and pharmacies operating under a Good Neighbor Pharmacy Voluntary License (collectively, "**GNP Pharmacies**") reflect on other GNP Pharmacies and goodwill of the GNP Premier Program. Customer will use best efforts to operate its business at each Pharmacy with diligence and vigor, and maintain the highest possible ethics and maintain Pharmacy and personnel in a manner that are a credit to the community and reflect the high standards and quality of the GNP Premier Program, including, without limitation, interacting with and treating all customers and GNP personnel in a respectful and professional manner. GNP prescribes or recommends standards, practices, procedures, policies and advice relating to the appearance, operations, management and marketing of GNP Pharmacies, including Available Programs ("**Standards**"), as updated by ABDC from time to time in the materials it provides to you ("**GNP Manual**"). Customer is expected to make commercially reasonable efforts to be active and compliant with all required Available Programs within 120 days after the Effective Date of the GNP Premier Agreement. It may take 4 to 6 weeks for a third-party Payor to recognize that you are authorized to provide Covered Services to its Members. Customer will operate Pharmacy and perform its obligations pursuant to this Agreement, the GNP Manual and Standards and other agreements. Customer will comply fully with all laws applicable to its business.
- (b) Pharmacy Appearance and Integrity. Customer will maintain all interior and exterior areas at each Pharmacy Location in a safe and sanitary condition. Customer will keep equipment, decorations, fixtures, furnishings and improvements in good order and promptly repair or replace those that are damaged, worn or obsolete. Customer will provide appropriate training for Pharmacy personnel on proper use and display of Marks under this Agreement, the GNP Manual and Standards.
- (c) Signage. Customer will purchase exterior and interior signage from suppliers meeting Standards to ABDC's reasonable satisfaction and display all required signage at each Pharmacy in accordance with the Standards.
- (d) Placard. Customer will display in a reasonably visible manner in each Pharmacy a notice stating, "This business is independently owned and operated by [insert name of Customer]." Customer may make no statement or representation contrary to Paragraph 8.5 of the Provisions (Exhibit C).
- (e) Designated Manager. Customer will designate one owner, partner or other person as to be Customer's primary contact ("**Customer's Designated Manager**") with ABDC and its staff to administer and coordinate the relationship under this Agreement.
- (f) Prime Vendor Agreement. Customer will purchase brand and generic prescription (Rx), over-the-counter (OTC), health and beauty care (HBC), and GNP Private Label Products from ABDC pursuant to a prime vendor agreement or other applicable distribution agreement ("**PVA**"), which shall be executed separately. Separately, animal health products may be purchased from MWI Veterinary Supply Co., an affiliate of ABDC, pursuant to a GNP - Animal Health Purchase Agreement. ABDC will provide access to electronic catalogs of such products, which are typically updated daily including new products as they are available. Customer will place orders using one of ABDC's available order systems, with purchases subject to the PVA or otherwise agreed, including terms for payment, credit, liability, risk of loss, shortages, delays and compliance with law. All such orders will be at ABDC's standard then-current wholesale prices under the PVA.
- (g) Available Programs. ABDC offers a variety of programs and services ("**Available Programs**") in which pharmacies may participate to improve their operational and financial performance. General terms for Available Programs are provided in the Master Program Agreement (Exhibit E) and the Provisions

(Exhibit C), with specific descriptions respecting each Available Program in Term Sheets 1 to 10 (“**Term Sheets**”). ABDC may unilaterally amend this Agreement, including, without limitation, developing new or modifying existing Exhibits hereto and/or Available Programs and their respective policies, procedures, and corresponding Term Sheets, which any such amendments are effective 60 days after they are available or any shorter period specified in a Term Sheet, as applicable. As noted in the Master Program Agreement, Customer may incur additional expenses for Available Programs. Current Term Sheets are posted on AB Central (<https://abcorder.amerisourcebergen.com>). ABDC will provide notice via fax or email respecting any unilateral amendment to this Agreement as provided herein.

- (h) **Required & Optional Programs.** Each GNP Premier Program participant must participate in certain Available Programs (“**Required**”) and has the option to participate in others that are included with or without an additional cost (“**Optional**”). Customer enrollment and onboarding in Required Available Programs will begin as of the Effective Date. Customer may be required to fulfill certain prerequisite conditions before the services offered in such Available Program are made available to Customer, and some Available Programs may not be immediately available to Customer. For an Available Program that is Optional, Customer may (i) enroll during the Term by submitting applicable information required to set-up Customer's participation and requesting that ABDC begin providing such Available Program and (ii) disenroll by requesting that ABDC discontinue providing such Available Program, pursuant to the terms of the respective Term Sheet. All Term Sheets incorporate the provisions of this Agreement, including all Exhibits attached hereto, by this reference. Currently, the following are Available Programs.

|  | AVAILABLE PROGRAMS   |  |
|--|--|--|
| Required<br>Required<br>Required<br>Optional<br>Optional<br>Optional | <b>Managed Care</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Elevate Provider Network</li> <li><input type="checkbox"/> Elevate Advanced Features</li> <li><input type="checkbox"/> Pre &amp; Post Edit Solutions (PPE)</li> <li><input type="checkbox"/> Claim Reconciliation Services</li> <li><input type="checkbox"/> Outcomes PCS Solution</li> <li><input type="checkbox"/> EnlivenHealth Patient Care Services Solution</li> </ul> | Term Sheet 1<br>Term Sheet 2<br>Term Sheet 2A<br>Term Sheet 2B<br>Term Sheet 2C<br>Term Sheet 2D |
| Required<br>Optional<br>Optional                                     | <b>Data Analytics and Pharmacy Performance</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> InSite for Pharmacy Management System Data</li> <li><input type="checkbox"/> InSite for Point-of-Sale System Data</li> <li><input type="checkbox"/> Five-Star Rebate</li> </ul>   | Term Sheet 3<br><br>Term Sheet 4   |
| Required<br>Optional<br>Optional<br>Optional<br>Optional             | <b>Front-End Solution Programs</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> First-to-Shelf – AutoShip New OTC &amp; GNP Private Label Products</li> <li><input type="checkbox"/> Planogram Services</li> <li><input type="checkbox"/> Retail Product Zone Pricing Service</li> <li><input type="checkbox"/> Front-End Support Kit</li> <li><input type="checkbox"/> Merchandising Services</li> </ul>                                     | Term Sheet 5   |
| Optional<br>Optional<br>Optional<br>Optional                         | <b>Digital Marketing</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> My GNP Website</li> <li><input type="checkbox"/> My GNP Mobile App</li> <li><input type="checkbox"/> Social Media Marketing</li> <li><input type="checkbox"/> Local Listings Management</li> </ul>  | Term Sheet 6   |
| Optional   | <b>Business Coaching</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Business Coaching</li> </ul>  | Term Sheet 7   |
| Optional<br>Optional<br>Optional                                     | <b>Miscellaneous</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pharmacy Data Services</li> <li><input type="checkbox"/> Unsaleable Returns</li> <li><input type="checkbox"/> Statement of Work-Service (Form) for Special Projects</li> </ul>  | Term Sheet 8<br>Term Sheet 9<br>Term Sheet 10  |



- (i) Elevate Provider Network<sup>SM</sup>. GNP Premier Program participants each participate in the Elevate Provider Network<sup>®</sup> (“**Elevate Provider Network**”), pursuant to which ABDC will assist Customer to participate in and obtain payment from certain Payors (as defined in Term Sheet 1). Customer must designate the Elevate Provider Network as its primary contracting entity and may not appoint any other pharmacy services administration organization (“**PSAO**”) or other party to act as its primary agent/contracting entity for agreements with Payors without ABDC’s prior written approval or ABDC may terminate this Agreement. Such termination will be effective at the earlier of the date on which Customer’s designation of another PSAO is effective or 30 days after Customer’s receipt of ABDC’s termination notice under this Section 4(i). Participation in Elevate Advanced Features is required notwithstanding Customer’s designation of an alternative PSAO.
- (j) Business Coaching. Within six (6) months of Customer completing all prerequisite conditions necessary to enroll in the Required Available Programs, Customer will be enrolled in the Business Coaching Available Program and assigned a Business Coach (as defined in Term Sheet 7), who will provide to Customer certain recommendations related to increasing Pharmacy’s performance. Business Coaching is provided at no additional cost to Pharmacies enrolled in the GNP Premier Program.
- (k) Confidential Information. Customer will maintain in confidence all ABDC Confidential Information (as defined in and in accordance with Paragraph 4 of the Provisions (Exhibit C) and Term Sheets) and take all necessary action to ensure that its employees and other representatives do not disclose any ABDC Confidential Information except as expressly permitted herein.
- (l) Display of Material. Customer will display at each Pharmacy: (i) Good Neighbor Pharmacy product identification material; (ii) point-of-purchase promotional material; (iii) promotional memorabilia and merchandise; and (iv) other advertising and marketing material that ABDC requires Customer to use in operating Pharmacy, in such manner as ABDC periodically designates.

## 5. Required Signage.

- (a) Initial Signage. Each Pharmacy must be prominently identified as a participating “Good Neighbor Pharmacy<sup>®</sup>” as ABDC designates. At each pharmacy location, within 90 days after signing the GNP Premier Agreement, Customer must install GNP signage and Trade Dress that meets the Standards. ABDC’s current signage Standards require: (i) at least one “GOOD NEIGHBOR PHARMACY” identification window decal; (ii) at least one “GOOD NEIGHBOR PHARMACY” logo, which is available in both standard and customized interior and exterior versions; (iii) “GOOD NEIGHBOR PHARMACY” member plaque; and (iv) any other signage required by ABDC, as set forth in the GNP Manual. All signage must meet applicable Standards (including for appearance, placement and visibility of signs) as provided in the GNP Manual and be kept in good repair. Customer will use best efforts to maximize visibility of exterior “GOOD NEIGHBOR PHARMACY” signs subject to any legal limitations. For each Pharmacy Location, Customer will obtain all required approvals, including government permits, before installing or removing any signs, structures or other items associated with the Marks.
- (b) Initial Signage Allowance. ABDC provides complimentary signage packages to all new franchisees that, when applied according to the Standards, meet applicable minimum requirements (for an existing Voluntary Pharmacy converting to a GNP Premier Pharmacy, ABDC may provide only a partial package as compliant signage may already be installed). To encourage you to enhance the appearance of your GNP Premier Pharmacy and further apply the Good Neighbor Pharmacy Trade Dress at your Pharmacy Location, ABDC offers new franchisees up to \$2,500 in matching funds as a one-time allowance of up to \$2,500 per Pharmacy Location to install additional or enhanced exterior signage and other Trade Dress that meets the Standards within 180 days of signing the Premier Agreement. If the Customer terminates this Premier Agreement for any reason, other than an uncured default by ABDC, within twelve (12) months of executing the Premier Agreement, Customer will reimburse ABDC, in addition to any other amounts or damages that may be owed to ABDC under any other agreement, the full amount ABDC paid to Customer in matching funds under this provision. Customer acknowledges and agrees that the foregoing reimbursement does not constitute liquidated damages, and is not exclusive of any other rights



or remedies that may be available to the parties. ABDC associates are unable to assist with measuring or installation of any signage items.

- (c) Compliance Exceptions. If Customer needs to vary signage from the applicable requirements under this Agreement or the GNP Manual, variations will be documented on a GNP Compliance Exception Request Form to be reviewed and approved by ABDC. Such approval must be given by ABDC in writing prior to Customer's use of non-conforming signage.

**6. GNP Private Label Products.** Customer will periodically purchase and offer for sale, a representative assortment of GNP Private Label Products in quantities reasonably anticipated to meet consumer demand, taking into account, among other things, Pharmacy's size and market, as determined by Customer in its reasonable discretion based on its general business experience. Customer will feature the GNP Private Label Products as its preferred alternative to national brands and will use best efforts to promote and sell GNP Private Label Products. Customer authorizes ABDC to initiate commercially reasonable orders on its behalf for new GNP Private Label Products as they are introduced.

## 7. Term and Termination.

- (a) Initial & Renewal Terms. The initial term of this Agreement begins on its Effective Date on the Summary and Signature Page and, subject to earlier termination, ends five (5) years after the Effective Date ("Term"). Thereafter, the Term will renew automatically for additional, consecutive two-year periods unless either party gives the other party 120 days' notice of its intent to not renew the Term.
- (b) Mutual Termination. Either party may terminate this Agreement with respect to one or more Pharmacy Locations with or without cause upon 60 days' prior written notice to the other party. Termination for less than all Pharmacy Locations will not terminate this Agreement with respect to a Pharmacy that is not named in the termination notice. Termination of this Agreement will not, by itself, terminate any other agreement between the parties.
- (c) Termination for Breaching GNP Obligations. ABDC may terminate this Agreement immediately upon notice to Customer and without providing Customer the opportunity to cure if (i) Customer or a Principal (as defined below) breaches its obligations to protect Confidential Information; (ii) breaches its obligations relating to use of the Marks or ABDC's online portal maintained in connection with the GNP Premier Program (the "**GNP Portal**"); or (iii) Customer or a Principal is convicted of or pleads guilty or no contest to a felony or any other offense that ABDC determines may adversely affect other GNP Pharmacies, related programs, or goodwill of the Marks or the GNP Premier Program, such as fraud, sexual harassment, battery, drug possession and crimes of moral turpitude. "**Principal**" means each officer, director or owner of Customer or any Corporate Affiliate.
- (d) Default. Additionally, either party may terminate this Agreement for cause pursuant to Paragraph 5 of the Provisions (Exhibit C).

## 8. Internet Operations.

- (a) General. Customer may promote Pharmacy and sell products using the Marks on the internet pursuant to the GNP Manual and Standards. Any such internet operation will clearly identify Customer's community pharmacy business and be incidental to and an extension of such business. Internet operations must comply fully with applicable federal and state laws, including laws in states in which patients reside. ABDC may: (i) restrict use of an internet domain name, vanity URL, home page or other web address that includes a Mark (or require a separate license for such use); and (ii) limit or require use of hyperlinks or other material (such as required links to ABDC websites), including material such as text, images, photographs, video, and/or sound that ABDC or a third party owns or has the right to use or limit the use of. Customer must promptly discontinue any such use if ABDC notifies Customer it is disapproved.
- (b) Customer Responsible. Notwithstanding ABDC's right to disapprove content of Customer's website, Customer is solely responsible for accuracy of information it provides on the internet or otherwise.

- (c) ABDC Websites. ABDC may advertise GNP Pharmacies on the internet and in other media in its discretion, including design and content, and discontinue some or all such advertising without liability. ABDC may create interior pages on websites with information about Pharmacy and link to any Customer website, including advertising or other opportunities.
- (d) Publicity. Customer hereby authorizes ABDC to use, publish, and copyright photographs of Pharmacy and Customer's statements created during the Term for editorial, promotional, advertising or other purposes, with or without Customer's name or other identifying information, in any media, including on ABDC's websites and the GNP Portal. ABDC will, upon Customer's request, remove from ABDC's websites or the GNP Portal any such photographs or statements that identify Customer.

## 9. Trademarks and Intellectual Property.

- (a) Right to Use Marks and Copyrighted Material. Customer may use the Marks only as necessary for operation and promotion of Pharmacy and only for a Pharmacy Location, including advertising. Customer may not use the Marks: (i) other than in compliance with Standards and such other quality controls as ABDC adopts to promote and defend the Mark's goodwill; or (ii) in connection with developing or operating any business other than Pharmacy (including any additional Pharmacy listed in this Agreement). Customer will promptly discontinue any advertising or other use of Marks or Copyrighted Material (defined in Section 9(b)) if ABDC notifies Customer that such use is disapproved. Customer agrees that ABDC owns all right, title and interest in the Marks and Copyrighted Material. Customer acquires no right, title, or interest in the Marks or Copyrighted Material other than the right to use them pursuant to this Agreement and the GNP Manual and Standards.
- (b) Prohibitions Concerning the Marks and Copyrighted Material. Customer understands ABDC is authorized by law to prevent unauthorized use of the Marks, to control quality of associated goods and services, and to control the copying and distribution of the Copyrighted Material. "**Copyrighted Material**" means any material produced by or for ABDC, including works derived from other Copyrighted Material, including (1) program guides and manuals used in Pharmacy's operation and marketing activities, including the GNP Manual; (2) training material, including printed, audio, video, or electronic material; (3) signage plans and specifications; (4) product posters, photographs, and graphics; (5) advertising and marketing material; (6) labels, forms, and reports provided by ABDC; (7) computer software developed or provided by ABDC; (8) all Trade Dress and Trade Dress elements; and (9) any other material protected by copyright law or marked or identified by ABDC as protected by copyright. Without limiting the foregoing, Customer agrees to the following:
  - (i) As between ABDC and Customer, ABDC is the lawful owner of each Mark and all Copyrighted Material, with the right to use them and license Customer to use them, with Customer's interest solely as a licensee, and with Customer's use inuring to ABDC's benefit. Customer hereby unconditionally disclaims any ownership interest in any Mark or Copyrighted Material.
  - (ii) Customer may not use any Marks, including "Good Neighbor Pharmacy", or any abbreviation, acronym or variation of them as part of its name or as part of the name of any business entity. However, Customer may file an assumed name or fictitious name certificate to the effect that Customer is operating Pharmacy under a trade name that includes the Good Neighbor Pharmacy Mark.
  - (iii) Customer may only use Marks and Copyrighted Material in advertising, promotion, sale, and distribution of products and services offered by Pharmacy as ABDC has expressly permitted in writing.
  - (iv) Customer may use Marks or Copyrighted Material on the internet only as permitted by Section 8 and this Section 9.
  - (v) Customer will, if it adopts and uses any additional trade names, trademarks, brand names, Copyrighted Material, slogans, commercial symbols, and/or logos that ABDC develops related to the GNP Premier Program: (A) Customer will use all the Marks in the precise form ABDC prescribes; (B) observe ABDC directions regarding the use, copying and distribution of the Copyrighted Material,

presentation and manner of the Marks' display and use; and (C) not copy or distribute any Copyrighted Material in violation of this Agreement.

- (vi) Customer will not knowingly permit, and will promptly report to ABDC upon becoming aware of, any apparent unauthorized use of a Mark and any apparent unauthorized use or copying of any Copyrighted Material by any person, or use by any person of a trade name, trademark, service mark, or symbol that might be construed as an infringement of any Mark or as unfair competition or passing-off at common law, and will actively cooperate with ABDC in investigating and prosecuting any infringement claims. ABDC may make any determination on infringement or other unlawful use, including whether to pursue or settle such claims.
  - (vii) Customer may not challenge validity of any Mark or ABDC's rights in or to them, and Customer may not make any written or oral admission that a Mark or any Copyrighted Material is invalid or infringes rights of any person. Customer will promptly notify ABDC of any allegation of invalidity or infringement of which Customer becomes aware. ABDC does not warrant that its ownership of any Mark or Copyrighted Material is incontestable or that they do not infringe or conflict with rights of any other party but ABDC will indemnify Customer for any third party Claim as defined in and pursuant to Paragraph 6 of the Provisions (Exhibit C) relating to infringement by a Mark or any Copyrighted Material.
- (c) GNP Premier Program, ABDC Confidential Information and GNP Manual. Customer acknowledges that the GNP Premier Program and all ABDC Confidential Information (as defined in Exhibit C, Section 4) belong exclusively to ABDC and that, as between ABDC and Customer, ideas and information in the GNP Manual are ABDC's exclusive property. Further, unauthorized use or disclosure of ABDC Confidential Information, including any part of the GNP Premier Program, an ABDC Trade Secret (as defined below) or other information in the GNP Manual, may adversely affect the business, competitive position and goodwill of ABDC and other GNP Pharmacies. "**Trade Secret**" means information that derives actual or potential independent economic value from not being generally well known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and that is subject to reasonable efforts to maintain its secrecy. For avoidance of doubt, in assessing whether information is "Confidential Information" or a "Trade Secret," the parties intend to exclude information that a licensed pharmacist, with background and experience comparable to Customer, would know without access to ABDC's material. Accordingly, Customer agrees to the following, each of which survive termination of this Agreement and perpetually bind Customer and its Principals:
- (i) Customer must hold all ABDC Confidential Information, including elements of the GNP Premier Program and GNP Manual, in strict confidence and limit disclosing ABDC Trade Secrets and operating or management procedures as required by ABDC, including to Customer's Designated Manager or to Pharmacy bona fide employees or others to whom such disclosure is necessary for their duties. Customer will instruct and routinely remind such people that the GNP Premier Program, ABDC Confidential Information, and GNP Manual contents are confidential and may not be disclosed or appropriated.
  - (ii) Customer may not use any element of the GNP Premier Program or operating, management, or marketing procedures provided in the GNP Manual in connection with any business other than Pharmacy.
  - (iii) Customer may not, without ABDC's prior written consent, download, copy, or permit any person to download or copy any part of the GNP Manual or other printed, graphic, audio, or visual item that contains ABDC Confidential Information. Customer may not otherwise permit their use or inspection by any person other than Customer's Designated Manager and bona fide Pharmacy employees to whom such disclosure is necessary in relation to their duties, and authorized ABDC representatives.
  - (iv) All training material, including videos, audios, and computer programs related to the GNP Premier Program, contain ABDC Confidential Information, including procedures and business practices.
- (d) Internet Domain Names. Customer acknowledges that ABDC is the sole owner of internet domain names related to the GNP Premier Program, including "GoodNeighborPharmacy.com" and "mygnp.com".

Customer hereby unconditionally disclaims any ownership interest in: (i) any such phrase or colorably similar internet domain name; (ii) any such domain name and any domain names that may be confusingly similar to them; and (iii) the words “Good Neighbor” and “Good Neighbor Pharmacy” and any abbreviation, acronym, or variation of such words, including “GNP”. Customer may not register any internet domain name in any class or category that contains “Good Neighbor”, “Good Neighbor Pharmacy”, or “GNP”, or any abbreviation, acronym, or variation of those words.

- (e) **Equitable Relief.** In addition to other rights, ABDC may obtain injunctive relief, without bond, against Customer and any Principal restraining unauthorized or prohibited use of any Mark, Copyrighted Material, ABDC Confidential Information, or ABDC Trade Secret, with or without terminating this Agreement.

**10. Transfers.** Customer will notify ABDC of changes in ownership, name, business form (e.g., sole proprietorship, partnership or corporation), state of incorporation or formation, or any intent to sell, close, move or modify its operations prior to such change, sale, closure or modification, and provide other information ABDC reasonably requests. ABDC may immediately terminate this Agreement upon or following any sale or transfer of Customer’s business, in whole or in part, or sale of 25% or more of Customer’s assets or equity to a: (i) pharmaceutical wholesale distributor; (ii) franchisor or licensor of a pharmacy advertising or merchandising program; (iii) chain of ten or more pharmacies doing business under the same or a substantially similar name; or (iv) Corporate Affiliate. This Agreement inures to the benefit of and binds heirs, successors, and assigns of each party. Customer consents to ABDC’s: (a) assigning part or all of its obligations hereunder to any ABDC Corporate Affiliate; and (b) granting a security interest in this Agreement in connection with any financing or securitization by ABDC or any Corporate Affiliate thereof.

**11. GNP License Program Release.** If Customer participated with ABDC’s prior voluntary program related to pharmacies operating under the name “Good Neighbor Pharmacy” (“**ABDC’s Prior Program**”) and its related programs and agreements, each party, their Principals and Corporate Affiliates hereby release each other and their Principals and Corporate Affiliates from claims or other obligations they may have against any others now or in the future, but only to the extent they relate to an offer or sale of ABDC’s Prior Program or its related programs and agreements, including fraudulent inducement claims or sales law violations. This Section 11 does not affect any claim related, directly or indirectly, to: (i) the offer, sale or execution of this Agreement; (ii) performance by anyone under ABDC’s Prior Program or its related programs and agreements; or (iii) other agreements between the parties.

**12. Post-Termination Obligations.**

- (a) **Use of Marks.** If this Agreement expires or is terminated for a Pharmacy: (i) Customer’s right and privilege to use the GNP Premier Program, Marks, Copyrighted Material, ABDC Confidential Information, and all components of the GNP Manual will absolutely and unconditionally cease for such Pharmacy, effective as of the applicable expiration or termination effective date, provided, however, such termination or expiration will not, by itself, affect Customer’s right to buy products under its PVA; and (ii) ABDC may remove information about Pharmacy from websites, including the GNP Portal, and suspend or terminate Customer’s access to the GNP Portal. During the 60 days prior to expiration or cause-free termination of this Agreement, Customer will immediately begin to comply with the following for such Pharmacy so that such steps are completed by the end of the Term (and will do so promptly if this Agreement is terminated for cause), and Customer’s failure to comply fully with the following requirements by such date shall constitute willful trademark and copyright infringement:
- (i) Discontinue use of the GNP Premier Program, Marks, Copyrighted Material, ABDC Confidential Information, and all components of the GNP Manual;
  - (ii) Return to ABDC all parts of the GNP Manual or any other printed, graphic, audio, or visual item designated by ABDC as containing ABDC Confidential Information (Customer may elect to completely destroy all parts of the GNP Manual, whether in physical or electronic form, in lieu of returning same to ABDC);



- (iii) Remove from each Pharmacy Location all interior and exterior GNP signage and other uses of the Marks;
  - (iv) Cancel all advertising arrangements relating to Customer's use of Marks or Copyrighted Material, including "yellow pages" or similar listings, as soon as reasonably possible, and promptly cancel any assumed or fictitious name filings related to the Marks; and
  - (v) Alter Pharmacy's interior to remove all Trade Dress items and otherwise eliminate the distinctive features of the GNP Premier Program.
- (b) Goodwill for Marks. Upon expiration or termination of this Agreement, all goodwill associated with the Marks and Copyrighted Material will inure to ABDC.
- (c) ABDC Rights. If Customer does not comply with Section 12(a), in addition to other rights, ABDC may, at Customer's expense, enter the applicable Pharmacy Location(s) on seven days' notice to effect compliance with such obligations, including removal and storage of signs and alteration or removal of Trade Dress items.
- (d) Payment. In addition to other rights, ABDC may recover all amounts owed to ABDC in connection with this Agreement, plus interest and late fees under Paragraph 2.2 of the Provisions (Exhibit C), with or without terminating this Agreement. For any obligation referred to an attorney for collection or collected through a judicial proceeding, Customer will pay ABDC attorneys' fees and costs and for ABDC's staff and administrative time.
- (e) Equitable Relief. In addition to other rights, ABDC will be entitled to injunctive relief, without bond, to enforce compliance with requirements of this Section 12.
- (f) Damages. In addition to other rights, ABDC may recover damages from Customer and any Principal for: (i) unauthorized or prohibited use of any Mark, Copyrighted Material, or ABDC Trade Secret; and/or (ii) any loss of customer or future goodwill associated with the Marks or GNP Premier Program.
- (g) Survival. The parties' obligations, the context of which show the parties intended them to survive, will remain in effect after the Term, including indemnification, confidentiality and choice of law obligations. Without limiting the foregoing, the parties' other business relationships, including the PVA, are independent of this Agreement and its Available Programs. Except as agreed: (i) performance under this Agreement or its expiration or termination will not affect such other agreements; and (ii) performance under such other agreements or their expiration or termination will not affect this Agreement.

### 13. Available Program Terms.

- (a) Term. In addition to other applicable terms and conditions provided herein, Customer's enrollment and participation in Available Programs is subject to the following terms:
- (i) Respecting any Available Programs that are Required and in which Customer is not previously enrolled, Customer will begin enrollment and onboarding steps beginning on the Effective Date of this Agreement, to the extent immediately available and subject to satisfaction of any prerequisite conditions, and such participation shall terminate upon the expiration or earlier termination of this Agreement; provided, however, Available Programs may continue thereafter subject to applicable provisions of this Agreement (or, if adopted by the parties following termination of this Agreement, ABDC's Master Program Agreement) until such Available Program is terminated pursuant to Paragraph 5 of Exhibit C (Provisions) or as follows.
  - (ii) Either party may terminate one or more Available Programs at one or more Pharmacies, with or without cause, at any time upon 60 days' written notice to the other party; provided, however (A) termination of specific Available Programs may be subject to restrictions or termination obligations; (B) Customer may not terminate any Available Program that is Required unless Customer also terminates this Agreement; and (C) ABDC will give Customer at least sixty (60) days' written notice before terminating any Available Program that is Required and the option for Customer to exercise its right to terminate this Agreement on the date such Available Program is to be terminated,

notwithstanding Customer's other notice requirements. Termination of less than all Available Programs at all Pharmacies will not terminate Customer's rights or obligations pursuant to the Master Program Agreement (Exhibit E) nor any Term Sheets not explicitly terminated by Customer or ABDC, unless Customer executes a replacement Master Program Agreement to supersede the version attached hereto.

- (iii) Other Available Programs (that is, Optional) commence (to the extent immediately available and subject to satisfaction of any prerequisite conditions) and terminate as of the date on which Customer enrolls or disenrolls as provided in Section 4(h).
- (iv) Notwithstanding the foregoing, ABDC may immediately and at any time terminate or modify, as applicable, any Pharmacy's participation in any Available Program that includes eligibility qualifications, requirements, and/or criteria, as provided in applicable Term Sheets and/or enrollment forms, that such Pharmacy does not satisfy.

(b) Fees. Each Term Sheet states applicable per-Pharmacy fees, which such fees may be prorated as applicable. Some Available Programs require Customer to incur other expenses, which are Customer's responsibility. "Premier" fees apply to GNP Pharmacies under the GNP Premier Program, including Customer. Fees for GNP and Others (each as defined below), which apply to non-Premier GNP Pharmacies ("GNP") and Pharmacies that are not Premier or GNP Pharmacies ("Others"), respectively, are not applicable to Customer. Applicable fees may be increased on 60 days' written notice.

(c) ABDC Commitments.

- (i) Programs and Services. ABDC will provide Available Programs in which Customer enrolls from time to time pursuant to terms in the applicable Term Sheet, industry standards, laws and the GNP Manual. In addition to written material, ABDC or others, including Payors (as defined under Term Sheet 1), may, to the extent permitted by applicable agreements between ABDC and Payors, publish the GNP Manual, Standards, policies, procedures, and updates to each of these on AB Central or other websites they maintain, or make them available on request. A listing of current Available Programs and applicable Term Sheets are accessible on AB Central or from Customer's ABDC sales representative.
- (ii) Statements of Work. From time-to-time, Customer may engage ABDC to provide other goods and services including custom work or a special project, terms of which will be as agreed pursuant to a Statement of Work (Term Sheet 10) and governed by this Agreement.
- (iii) Privacy. ABDC will protect and only use Pharmacy Data provided by, or on behalf of, Customer, pursuant to the Data Protection Provisions (Exhibit A) in connection with any Available Program that involves access to Pharmacy Data and, in connection with any Available Program that involves access to protected health information (PHI as defined in Exhibit B), such as Elevate Provider Network, InSite, Pre & Post Edit Solutions, Claim Reconciliation Services, Outcomes PCS Solutions, EnlivenHealth Patient Care Services Solutions, Business Coaching, and the ABDC Order Monitoring Program, pursuant to the HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HITECH Act and implementing regulations including the Privacy, Security, and Breach Notification Rules (each defined in Exhibit B).

(d) Customer Commitments.

- (i) Compliance. Customer will comply with this Agreement, all laws, Term Sheets and the GNP Manual, including qualifications Customer must meet to be eligible for each Available Program in which Customer is enrolled, including, without limitation, all Required Available Programs. If Customer does not, it may not participate in such Available Program or, if it is participating, its right to do so may be revoked. Customer is responsible for acquiring and maintaining all equipment, software and other items specified as necessary in Program Guides, as updated from time to time. Such items must be purchased from suppliers meeting Standards to ABDC's reasonable satisfaction.



- (ii) Use of Programs. Customer may only use an Available Program for its own business and only at a Pharmacy for which Customer has enrolled in such Available Program. Nothing supplied by ABDC pursuant to this Agreement, including performance measurements, business advice, cost or price data is a substitute for Customer's business and professional judgment or will dictate to Customer at what price to sell pharmaceuticals or other merchandise, except to the extent Customer agrees (e.g., under Elevate Provider Network). Customer is fully responsible for use of data and advice obtained through Available Programs and must keep confidential and not disclose, redistribute, supply, license, or sell any data or information, including reports and methods, relating to Available Programs.

## 14. Dispute Resolution

- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles.

(b) Dispute Resolution. Customer must first bring any claim or dispute between Customer and ABDC to ABDC's management, after providing notice as set forth in Section 14(f) of this Agreement, and make every effort to resolve the dispute internally. Customer must exhaust this internal dispute resolution procedure before Customer may bring Customer's dispute before a third party. If the parties are unable to resolve any claim or dispute internally within 90 days, Customer agrees that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures to take place in Philadelphia, Pennsylvania. Any arbitration award or decision may be filed in a court of competent jurisdiction for enforcement. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement. The parties will not be required to first attempt to resolve a controversy, dispute, or claim through mediation as set forth in this Section 14(b) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights or other rights in or to the Marks, ABDC's franchise system, or in any Confidential Information or other ABDC information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Customer's payment obligations under this Agreement.

(c) Injunctive Relief. Customer acknowledges and agrees that irreparable harm could be caused to ABDC by Customer's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, ABDC shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to: (i) enforce, among other items, the provisions of this Agreement relating to: (A) Customer's use of the Marks and Confidential Information (including any proprietary software used in connection with the GNP Premier Program); (B) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (C) Customer's obligations on termination or expiration of this Agreement; (D) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Marks, as now or hereafter amended; and (E) disputes and controversies involving enforcement of the ABDC's rights or Customer's obligations with respect to confidentiality under this Agreement; and (ii) prohibit any act or omission by Customer or its employees that constitutes a violation of applicable law, threatens ABDC's franchise system, or threatens other customers of ABDC. Customer's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Customer hereby waives all damage claims if the injunction is wrongfully issued.

(d) Venue. Subject to Sections 14(b), 14(c), 14(f), and 14(h) of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to ABDC's then-current corporate headquarters or, if appropriate, the United States District Court for the Eastern District of Pennsylvania. Customer acknowledges that this Agreement has been entered into in the Commonwealth of Pennsylvania, and that Customer is to receive valuable and continuing services emanating from ABDC's headquarters in Pennsylvania, including but not

limited to training, assistance, support and the development of the Good Neighbor Pharmacy franchise system. In recognition of such services and their origin, Customer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Pennsylvania as set forth in this Section.

(e) Third Party Beneficiaries. ABDC's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 14, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Customer.

(f) Notice Requirement. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Customer must notify ABDC within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

(g) No Withholding of Payments. Customer shall not withhold all or any part of any payment to ABDC or any of its affiliates on the grounds of ABDC's alleged nonperformance or as an offset against any amount ABDC or any of ABDC's affiliates allegedly may owe Customer under this Agreement or any related agreements.

(h) Limitation of Actions. Customer further agrees that no cause of action arising out of or under this Agreement may be maintained by Customer against ABDC unless Customer brings an action/suit against ABDC before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after Customer becomes aware of facts or circumstances reasonably indicating that Customer may have a claim against ABDC hereunder, whichever occurs sooner. Any action or suit that Customer does not bring within this period shall be barred as a claim, counterclaim, defense, or set-off. Customer hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by ABDC, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement.

(i) Waiver of Punitive Damages. CUSTOMER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) AGAINST ABDC ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), EVEN IF ABDC WAS ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, AND AGREES THAT IN THE EVENT OF A DISPUTE, CUSTOMER'S RECOVERY SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent ABDC from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if such termination is due to Customer's default, which the parties agree and acknowledge ABDC may claim under this Agreement.

(j) WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR CUSTOMER'S PURCHASE FROM ABDC OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

(k) WAIVER OF CLASS ACTIONS. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN CUSTOMER, CUSTOMER'S GUARANTORS AND/OR ABDC OR ITS AFFILIATES, OFFICERS, OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN ABDC AND ANY OTHER THIRD PARTY.

## 15. Miscellaneous

- (a) Exhibit A (Data Protection Provisions), Exhibit B (HIPAA Business Associate Agreement), Exhibit C (Provisions to this Agreement), Exhibit D (State-Specific Amendments), Exhibit E (Master Program Agreement) and Term Sheets 1 to 10 (Term Sheets), each as may be amended from time to time, are incorporated herein by this reference.
- (b) References to “**Master Program Agreement**” or Customer's “**Premier Agreement**” in this Agreement, Exhibits, and Term Sheets mean this Agreement including the Exhibits, Term Sheets, and their respective enrollment forms and Data Authorizations, each as amended from time to time as permitted herein. Nothing in this Agreement, related agreements, exhibits, and/or Term Sheets is intended to disclaim the express representations made in the Franchise Disclosure Document.
- (c) Customer consents to receiving notices, advertisements, and other marketing materials by fax or email from ABDC and its Corporate Affiliates.
- (d) References in Term Sheets to “**Program Guides**” mean the GNP Manual and Standards and to “**GNP License**” mean GNP pharmacies that are not in the GNP Premier Program.
- (e) Definition of certain capitalized terms may be found as follows:

|                                |                   |  |              |
|--------------------------------|-------------------|--|--------------|
| ABDC                           | Opening paragraph | Marks  | Section 1(a) |
| ABDC's Prior Program Agreement | Section 11        | Monthly Fee  | Section 2(b) |
| Available Programs             | Opening paragraph | Optional (Available Programs)                        | Section 4(h) |
| Copyrighted Material           | Section 4(g)      | Pharmacy   | Recital B    |
| Corporate Affiliate            | Section 9(b)      | Principal  | Section 7(c) |
| Customer                       | Recital A         |  |              |
| Customer's Designated Manager  | Opening paragraph | PSAO (pharmacy services administration organization) | Section 4(i) |
| Effective Date                 | Section 4(e)      | PVA  | Section 4(f) |
| GNP Manual                     | Opening paragraph | Required (Available Programs)                        | Section 4(h) |
| GNP Pharmacy                   | Section 4(a)      | Standards  | Section 4(a) |
| GNP Premier Program            | Section 4(a)      | Term   | Section 7(a) |
| GNP Private Label Products     | Recital B         | Term Sheets  | Section 4(g) |
| GNP Portal                     | Section 3(a)      | Trade Dress  | Section 3(a) |
|                                | Section 7(c)      | Trade Secret   | Section 9(c) |



## DATA PROTECTION PROVISIONS

### Overview

ABDC has developed these Data Protection Provisions to protect Pharmacy Data collected from each Pharmacy participating in Available Programs under the Agreement. In these provisions, “**Pharmacy Data**” means the financial, operational, performance, business, pharmacy, and patient data that ABDC receives directly or indirectly from Customer or from Customer’s system vendor, switch vendor, Payors (as defined in Term Sheet 1), or other Program Partners. Pharmacy Data may include but is not limited to point-of-sale transaction data, prescription data, or claim reimbursement data. Pharmacy Data includes any information, regardless of the format it is in (for example, paper, electronic, or films).

**1.0 Restrictions on Access to Pharmacy Data.** ABDC will protect Pharmacy Data by maintaining logical access controls (such as unique user identification and dual factor authentication for remote access) and as set forth in Paragraph 4.0. Access to Pharmacy Data will be provided on a “business need-to-know” basis so users are granted the least amount of access required to successfully fulfill their job requirements. Access that is not explicitly defined is not allowed.

**1.2 Limited or Specific Use and Disclosure.** Use and disclosure of Pharmacy Data and Business Contact Information (as defined below) will be restricted to only the purposes: (i) set forth in this Agreement and/or applicable Term Sheets in connection with the Available Programs in which Customer participates; (ii) set forth in Customer’s distribution agreement with ABDC to measure and help improve purchase performance, as well as compliance with, Customer’s contractual requirements with ABDC; and (iii) as may be otherwise agreed upon in writing. ABDC also uses and/or discloses Pharmacy Data and Business Contact Information to identify programs, solutions or actions that might benefit Customer’s business and to conduct outreach campaigns including sharing with: (a) ABDC’s affiliates; (b) members of ABDC’s sales team; (c) and Customer’s buying group, aggregation group, or group purchasing organization (if any). In addition, other people Customer specifically authorizes may access Pharmacy Data and Business Contact Information, but only to the extent Customer so authorizes. Customer releases IQVIA and any other third-party data aggregators to share with ABDC, information that IQVIA or applicable third parties receive under data supply agreements with Customer, as well as information received from other data sources. Customer consents to IQVIA’s and other third-party aggregator’s use of Customer’s information, including Business Contact Information, to produce reports and provide them to ABDC and acknowledges that the reports may include pharmacy and product names and purchasing dollars.

**1.3 Business Contact Information.** Customer and ABDC acknowledge that each party is an independent data

controller with respect to Business Contact Information. “**Business Contact Information**” is personal data of each party’s employees, independent contractors, and workforce personnel processed by the other party for the purpose of facilitating the Available Programs under this Agreement and maintaining the business relationship with the other party. ABDC further uses and discloses Business Contact Information as described in Section 1.2 of this Exhibit A and in accordance with its privacy policy, available at <https://www.cencora.com/global-privacy-statementoverview> as may be updated from time to time. Customer and ABDC agree to comply with the California Consumer Privacy Act, as amended (“CCPA”), as may be applicable to Business Contact Information. Each party grants the other party the right to take reasonable and appropriate steps to ensure each party’s use of Business Contact Information is consistent with the party’s obligations under the CCPA, as applicable. With respect to Business Contact Information, each party will notify the other party if it determines that it cannot fulfill its obligations under the CCPA, as applicable, in which case the other party will have the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Business Contact Information.

**2.0 No Restrictions on Derivative Works.** Except as otherwise agreed-upon by the parties, ABDC may use and/or disclose de-identified, aggregated Pharmacy Data and/or Business Contact Information, or other derivative works created by ABDC using Pharmacy Data and/or Business Contact Information, as long as Customer cannot be specifically identified, such as comparative financial analyses by business type or analyses of manufacturer market share, and any PHI that has been appropriately de-identified. This provision is not meant to circumvent or eliminate opportunities for revenue sharing through data sales or similar programs or offerings.

**3.0 Required Disclosure of Pharmacy Data.** There may be times when ABDC becomes obligated to disclose Pharmacy Data or other information to other parties not referenced in Paragraph 1.0. For instance, ABDC may be requested or may become legally compelled to answer oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes and to disclose Pharmacy Data. Nothing in these provisions prevents ABDC from responding to any such disclosure requests or obligations, taking reasonable steps to prevent fraud or other illegal activity, or disclosing information about activities it reasonably believes are illegal.

**4.0 Security of Pharmacy Data.** ABDC employs industry standard information security and physical security (“IT Security”) safeguards, procedures and practices to protect the privacy and security of Pharmacy Data ABDC receives, accesses, uses, creates, or discloses pursuant to this Agreement. These security safeguards are: (a) at least equal to industry standards; (b) in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information



Technology for Economic and Clinical Health Act (“HITECH”); and (c) reasonably appropriate to protect against accidental or unlawful destruction, loss, alteration or unauthorized third-party disclosure or access of Pharmacy Data.

**5.0 Physical Safeguards.** All Pharmacy Data is stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse or destruction. ABDC maintains appropriate levels of physical security controls over ABDC facilities, including alarm systems, visitor access procedures, security guards, cameras, and video surveillance. ABDC ensures that the facilities have proper environmental controls including power, connectivity, temperature controls, fire suppression, uninterruptible power supply and backup generator to support availability of the Services. ABDC maintains an active and up-to-date anti-malware program to protect the ABDC system, software and Pharmacy Data and Services.

**6.0 Data Encryption.** ABDC uses encryption to the extent required by HIPAA regulations to receive, transmit, and store all PHI. Although there cannot be a guaranty of the security of Pharmacy Data, ABDC utilizes adequate security for Pharmacy Data transmitted across public networks – at a minimum, TLS 1.2 128 bit is used for web traffic and 256 bit or better for bulk data transfer, with the exception of electronic mail transmission. Transmission of data may include, but is not limited to, file transfer methods, file upload or file download, and file exports.

**7.0 License and Retention of Data.** Customer hereby grants to ABDC an irrevocable, non-exclusive, royalty-free license to use and/or disclose Pharmacy Data and Business Contact Information as permitted hereunder and as may be necessary for ABDC or the Program Partners to provide Customer with the Available Programs or as otherwise may be required by law. ABDC uniformly retains Pharmacy Data and Business Contact Information for all participating Pharmacies for as long as is reasonably necessary or appropriate for the fulfillment of Available Programs under the Agreement, including InSite from ABDC, or as necessary for legal and/or compliance purposes. ABDC maintains strict change control processes for both hardware and software changes and ensures that all ABDC personnel are familiar with and utilize this process. ABDC securely and completely disposes of Pharmacy Data and Business Contact Information residing on ABDC equipment that will be retired. When Pharmacy Data or Business Contact Information is no longer required to fulfill those purposes, ABDC will use reasonable efforts to have it destroyed, erased or made anonymous.

**8.0 Disaster Recovery and Data Backup.** ABDC shall maintain and implement disaster recovery procedures in accordance with ABDC’s written Disaster Recovery Plan. ABDC’s Disaster Recovery Plan shall contain procedures designed to safeguard Pharmacy Data and the availability

of the services and solutions included in the Available Programs in which Customer participates hereunder.

**8.1 Testing.** ABDC periodically performs disaster recovery testing on its electronic systems associated with the services provided in connection with the Available Programs in which Customer participates hereunder.

**8.2 Software Lifecycle.** ABDC shall use commercially reasonable efforts to identify vulnerabilities, risks and threats as early as possible at any time during the software lifecycle. The software lifecycle shall mean from development, management, and updates through retirement of such application. ABDC shall maintain a strict change control process for ABDC software development lifecycle.

**8.3 Data Management.** ABDC deploys certain techniques on its electronic systems associated with the services being offered in connection with the Available Programs in which Customer participates hereunder that are intended to safeguard Pharmacy Data, including vulnerability scanning tools, data loss prevention monitoring, penetration testing, implementation of a security information and event management system, and maintenance of a formal risk management program. Confirmed vulnerabilities are prioritized based upon risk level.

**8.4 Data Backups.** ABDC performs daily backups of Pharmacy Data. ABDC agrees to store all backup Pharmacy Data as part of its designated backup and recovery processes using a commercially supported encryption solution. Data backups are retained for twelve (12) days should the need to restore from data backups arise. ABDC shall be responsible for periodically testing that backup processes are working to ensure that data can be recovered in a reasonable timeframe in the instance of an outage or disaster on the primary infrastructure.

**9.0 Incident Response.** ABDC shall maintain a program plan to detect and respond to data security incidents. The program shall include identification, containment, mitigation and remediation of an incident (security breach or attack) and communication to Customer of any data security incident resulting in a Breach (as defined by HIPAA) of Pharmacy Data. ABDC shall meet Federal and applicable regulatory requirements for breach notification. ABDC shall cooperate and coordinate with Customer and authorities should a confirmed security breach of Pharmacy Data occur. Without limiting the generality of the foregoing, ABDC will take all reasonable measures to secure and defend ABDC locations and equipment both physically and logically against “hackers” and others who may seek, without authorization, to modify or access the ABDC systems or the information found therein.

**10.0 Employee Screening and Security Awareness.** Prior to employment, each ABDC employee undergoes a formal security clearance review that includes a criminal

background check. Any past activity that would subject confidential information and critical systems to risk is cause to restrict an ABDC employee's access to Pharmacy Data. To ensure security awareness by its employees, ABDC: (a) maintains policies or codes of conduct documenting responsibilities regarding data security practices; (b) requires its employees to acknowledge and review these documents at least biennially; (c) provides security awareness and HIPAA training to its workforce as part of ABDC's overall awareness program; (d) requires confidentiality agreements to be completed as part of hiring process to ensure that ABDC's workforce understands their responsibilities regarding the protection of Pharmacy Data.

ABDC believes that its security policies and safeguards are reasonable and appropriate to adequately protect such information, regardless of the format in which such information is held. ABDC intends to review and update its security policies and safeguards on a regular basis. ABDC requires that its employees keep all Pharmacy Data and Business Contact Information confidential.



## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“**BA Agreement**”) is effective as of the Effective Date of the agreement (GNP Premier Participation Agreement or Master Program Agreement, including all Exhibits, Amendments, Attachments, Term Sheets, Schedules, and Addenda thereto, as applicable) for Available Programs (“**Agreement**”) between AmerisourceBergen Drug Corporation (“**Business Associate**”) and Customer, as defined in the Agreement (“**Covered Entity**” and, collectively with Business Associate, the “**Parties**”). This BA Agreement amends the Agreement only to the extent the Parties use, disclose or create Protected Health Information as a Business Associate or Covered Entity, respectively.

WHEREAS, Business Associate provides Services to Covered Entity that may involve the use, disclosure and/or creation of Protected Health Information.

WHEREAS, Covered Entity and Business Associate desire to enter into this BA Agreement to address certain requirements that are now or will become applicable to Covered Entity (and, in certain instances, Business Associate) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) (Pub. L. 104-191), as amended by, among other authorities, the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”) (42 U.S.C. §17921 et seq.) and implementing regulations, including, as defined below, the Privacy Rule, Security Rule and Breach Notification Rule.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this BA Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

### 1. DEFINITIONS.

Any citations in the definitions below shall reference the provision as currently drafted and as it is subsequently updated, amended or revised, as applicable. Capitalized terms or phrases used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms or phrases in the Privacy Rule, Security Rule or Breach Notification Rule, as applicable.

1.1 **Breach** is defined in 45 C.F.R. §164.402.

1.2 **Breach Notification Rule** means the final rule related to Breach notification for Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164.

1.3 **Business Associate** means AmerisourceBergen Drug Corporation in its capacity as a business associate as defined in 45 C.F.R. §160.103.

1.4 **Covered Entity** means Customer in its capacity as a covered entity as defined in 45 C.F.R. §160.103.

1.5 **Designated Record Set** is defined in 45 C.F.R. §164.501.

1.6 **Electronic Protected Health Information** and **ePHI** are defined in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 **Individual** is defined in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

1.8 **Health Care Operations** is defined in 45 C.F.R. §164.501.

1.9 **Privacy Officer** is defined in 45 C.F.R. §164.530(a)(1).

1.10 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

1.11 **Protected Health Information** and **PHI** have the meaning they are given in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 **Required by Law** is defined in 45 C.F.R. §164.103.

1.13 **Security Rule** means the Security Standards for Protection of Electronic Protected Health Information, codified at 45 C.F.R. §164 Subparts A and C.

1.14 **Secretary** means the Secretary of the Department of Health and Human Services or his or her designee.

1.15 **Security Incident** is defined in 45 C.F.R. §164.304.

1.16 **Unsecured PHI** is defined in the Breach Notification Rule at 45 C.F.R. §164.402.

### 2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE.

2.1 **Services.** Pursuant to the Agreement, Business Associate provides services (“**Services**”) for, or on behalf of, Covered Entity that involve the use, disclosure and/or creation of PHI. Except as otherwise specified herein, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the Agreement. All other uses and disclosures not authorized by this BA Agreement are prohibited. Moreover, Business Associate may use and disclose PHI for the purposes authorized by this BA Agreement only: (i) to its employees, subcontractors and agents, in accordance with Paragraph 3.5; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this BA Agreement including, but not limited to, Paragraphs 2.2 and 2.3.

2.2 **Uses and Disclosures by Business Associate.** Unless otherwise limited herein, Business Associate may:

2.2.1 Use, consistent with 45 C.F.R. §164.504(e)(4), the PHI in its possession if necessary (i) for its proper management and administration and/or (ii) to carry out any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality laws.

2.2.2 Disclose, consistent with 45 C.F.R. §164.504(e)(4), the PHI in its possession to third parties for the purpose of its proper management and administration and/or to carry out any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, that (i) the disclosures are Required by Law, as provided for in 45 C.F.R. §164.103; or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4) and the third party notifies Business Associate of any breaches in the confidentiality of the PHI.



2.3 **Additional Activities of Business Associate.** In addition to using and disclosing the PHI to perform the Services and the purposes enumerated in Paragraph 2.2, Business Associate may:

2.3.1 If the Agreement is for data aggregation services, consistent with 45 C.F.R. §164.504(e)(2)(i)(B), aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity. Under no circumstances may Business Associate disclose PHI of Covered Entity to another entity, including a covered entity, absent the explicit authorization of Covered Entity.

2.3.2 De-identify any and all PHI provided that the de-identification substantially conforms to the requirements of 45 C.F.R. §164.514(b). Pursuant to 45 C.F.R. §164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BA Agreement.

2.3.3 Use and/or disclose PHI to report violations of law to appropriate federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

### 3. **PRIVACY RULE AND HITECH ACT RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.**

With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to do the following:

3.1 Use and/or disclose the PHI only as permitted or required by this BA Agreement, including as permitted in Paragraph 2.2 and 2.3, or as otherwise permitted or Required by Law.

3.2 Report to Covered Entity's designated Privacy Officer, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BA Agreement of which Business Associate becomes aware within fifteen (15) days of Business Associate becoming aware of such unauthorized use and/or disclosure.

3.3 Establish procedures for mitigating, to the extent practicable, any deleterious effects from any improper use and/or disclosure of PHI that Business Associate reports to Covered Entity.

3.4 To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations, including the use of appropriate safeguards to prevent unauthorized use and/or disclosure of PHI.

3.5 Require all of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of Business Associate to agree, in writing, to adhere to substantially similar restrictions and conditions (in all material respects) on the use and/or disclosure of PHI and other restrictions and requirements that relate to PHI that apply to Business Associate pursuant to Paragraphs 2.0 through 5.0.

3.6 Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges.

3.7 Within fifteen (15) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual to inspect and obtain a copy of PHI about the Individual that is maintained in a Designated Record Set by Business Associate, for as long as the PHI is maintained in the Designated Record Set by Business Associate, in accordance with 45 C.F.R. §164.524; to amend PHI or a record about the Individual maintained in a Designated Record Set by Business Associate, for as long as PHI is maintained in the Designated Record Set by Business Associate, in accordance with 45 C.F.R. §164.526; and for an accounting of the disclosures of the Individual's PHI in accordance with 45 C.F.R. §164.528. The Parties agree and acknowledge that it is Covered Entity's responsibility to respond to all such requests.

3.8 Disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder, unless the disclosure is not subject to the minimum necessary standard in 45 C.F.R. §164.502(b).

### 4. **SECURITY RULE AND HITECH ACT RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.**

With regard to its use and/or disclosure of ePHI, Business Associate hereby agrees to do the following:

4.1 Comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316, with respect to ePHI, to prevent use or disclosure of ePHI other than as provided for by this BA Agreement.

4.2 Require all of its subcontractors and agents that create, receive, maintain, or transmit ePHI on behalf of the BA to agree, in writing, to adhere to substantially similar restrictions and conditions (in all material respects) concerning ePHI that apply to Business Associate pursuant to this Paragraph 4.0.

4.3 Report to Covered Entity any Security Incident of which it becomes aware that involves the Confidentiality, Integrity or Availability of the ePHI that it creates, receives, maintains or transmits for or on behalf of Covered Entity. This Paragraph satisfies any reporting required by Business Associate of attempted but Unsuccessful Security Incidents (as defined below) for which the parties agree no additional report shall be required. "**Unsuccessful Security Incidents**" include activity such as "pings" and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other attempts to penetrate such computer networks or systems that do not result in unauthorized access, use or disclosure of ePHI. Separate from the requirements related to Security Incident reporting, Business Associate shall also make the reports to Covered Entity as set forth in Paragraph 5.0, related to a Breach of Unsecured PHI.

4.4 Authorize termination of this BA Agreement by Covered Entity if Covered Entity determines that Business Associate has violated a material term of this BA Agreement, in accordance with Paragraph 6.2.

### 5. **BREACH NOTIFICATION RULE OBLIGATIONS.**

5.1 Business Associate will notify Covered Entity within fifteen (15) business days of the discovery of a Breach of Unsecured PHI.

5.2 Any notice pursuant to Paragraph 5.1 will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such Breach. Business Associate will also provide Covered Entity other available information that Covered Entity is required to include in its notification to the Individual.

## 6. TERM AND TERMINATION.

6.1 **Term.** This BA Agreement is effective on the Effective Date of the Agreement and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Paragraph 6.0. In addition, certain provisions and requirements of this BA Agreement shall survive its expiration or other termination in accordance with Paragraph 7.1.

6.2 **Termination by Covered Entity.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), Covered Entity may immediately terminate this BA Agreement, any other provision of the Agreement notwithstanding, if Covered Entity determines that Business Associate has breached a material term of this BA Agreement; provided that Covered Entity (i) provides Business Associate with written notice of the existence of an alleged breach; and (ii) affords Business Associate an opportunity to cure said alleged breach. Failure to cure in the manner set forth in this Paragraph 6.2 is grounds for the immediate termination of this BA Agreement and the Agreement by Covered Entity, any other provision of the Agreement notwithstanding, but termination of the Agreement may be allowed only to the extent that the use, disclosure and/or creation of PHI is required in order for Business Associate to carry out its responsibilities under the Agreement.

6.3 **Termination by Business Associate.** Business Associate shall have the same rights and options related to termination as set forth in Paragraph 6.2 with respect to Covered Entity.

6.4 **Effect of Termination.** Upon the event of termination pursuant to this Paragraph 6.0, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(ii)(J), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate agrees to extend any and all protections, limitations and restrictions contained in this BA Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate shall require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

## 7. MISCELLANEOUS.

7.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Paragraphs 2, 3, 4, 5, 6.4 and 7.1, solely with

respect to PHI Business Associate retains in accordance with Paragraph 6.4 because it is not feasible to return or destroy such PHI, shall survive termination of this BA Agreement indefinitely.

7.2 **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

7.3 **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Business Associate, to:  
Cencora, Inc., Attn: Privacy Officer  
1 W. First Ave.

Conshohocken, PA, 19428

If to Covered Entity, to:  
To address on Signature Page of agreement for Available Programs (GNP Premier or Master Program Agreement)  
Attn: Privacy Officer

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

7.4 **Counterparts; Facsimiles.** This BA Agreement may be executed in any number of counterparts, delivered by facsimile transmission or by electronic delivery in portable document format or other similar format, each of which shall be deemed an original.

7.5 **Limitation of Liability.** Neither Party will be liable to the other Party for any incidental, consequential, special or punitive damages with respect to the matters addressed in this BA Agreement.

7.6 **Severability.** Should any provision of this BA Agreement be held illegal, invalid or unenforceable by any governmental body or court of competent jurisdiction, such holding shall not diminish the validity or enforceability of any other provision of this BA Agreement.

7.7 **Governing Law.** This BA Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.

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## PROVISIONS

**Capitalized terms used but not otherwise defined in this Exhibit C will have the meaning ascribed to such terms in the GNP Premier Agreement.**

The following Provisions apply to the GNP Premier Agreement and each of the Available Programs.

**1. DUTIES OF ABDC.** ABDC will use commercially reasonable efforts to provide requested Available Programs, which may be subject to restrictions or requirements. Available Programs in Hawaii, Alaska, U.S. territories and foreign countries may be unavailable or subject to higher prices.

### **2. DUTIES OF CUSTOMER**

**2.1 Disclosure.** Customer will maintain all certificates licenses, permits, registrations and other required approvals and report and reflect discounts, rebates and other price reductions pursuant to 42 USC Sec. 1320a-7b(b)(3)(A) on cost reports or claims submitted to federal or state healthcare programs, retain invoices and related pricing documentation and make them available on request. ABDC may suspend Available Programs, payments and services immediately upon the loss, restriction or suspension of any certificate, license, permit, registration or other approval that Customer is required to maintain under this Agreement or any agreement with a Payor. ABDC may suspend Available Programs, payments and services immediately upon the exclusion of Customer or any of its pharmacists, pharmacy technicians or other employees from Medicare, Medicaid or any other federal or state healthcare program.

**2.2 Distribution Agreement.** Available Programs are intended for Customer's locations operating in good standing under a distribution agreement that designates ABDC as its prime vendor for sourcing prescription products.

**2.2 Payments.** Available Program payments must be received by ABDC on the date due. If payment is delinquent, ABDC may suspend Available Programs and services or withhold payments to Customer and assess a per-day late payment fee of the lower of 0.05% (18%/360) or the maximum legal rate on the outstanding balance until paid, beginning on the first business day after such due date.

**3. NO WARRANTIES; LIMITATION OF LIABILITY.** ABDC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR PROGRAMS, PRODUCTS AND SERVICES. NO ORAL OR WRITTEN INFORMATION PROVIDED BY ABDC, ITS EMPLOYEES OR OTHER REPRESENTATIVES WILL CREATE ANY SUCH WARRANTY. IN NO EVENT WILL ABDC, ITS AFFILIATES (OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS OR REPRESENTATIVES) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AVAILABLE PROGRAMS, OR ANY PRODUCTS OR SERVICES PROVIDED BY ABDC HEREUNDER, EVEN IF ABDC OR ANOTHER PERSON IS NOTIFIED OF THE LIKELIHOOD THAT DAMAGES MAY OCCUR. **Unless otherwise specified in a Term Sheet, liability of ABDC and its affiliates with respect to any and all direct and/or third party**

**Claims related to this Master Program Agreement (including any and all Exhibits and Addendums) or any Available Program, whether in contract, in tort, under a warranty or otherwise, will not exceed the total fees paid by Customer for the Available Programs to which such Claim is related, less any credits or refunds by ABDC to Customer.** Unless ABDC's decisions and actions are inconsistent with Customer's express rights and obligations, ABDC may exercise its business judgment in assessing the best interest of Available Programs, including terms, commitments, and requirements for all of its customers generally and in the aggregate, without specifically considering Customer's individual interest. ABDC decisions and actions will be reasonable if any business justification is based on the best interests of Available Programs or customers generally. This disclaimer of warranties and limitation of liability shall survive the expiration of this Agreement.

**4. CONFIDENTIALITY.** Customer, its employees and representatives will protect and keep strictly confidential all proprietary and confidential information ("**Confidential Information**") disclosed by ABDC and not use or disclose it except in connection with Available Programs or as agreed. Subject to such exception, Confidential Information specifically includes this Agreement, Term Sheets, Program Guides, ABDC's methods of doing business, pricing, payment and other related financial terms, and other information related to any Available Program. Confidential Information does not include information that: (i) at the time of disclosure by ABDC, is generally available to the public; (ii) after disclosure by ABDC, becomes generally available to the public other than as a result of a breach of this Agreement by Customer; (iii) Customer can establish via written records: (1) was already in Customer's possession at the time the information was disclosed by ABDC; and (2) with respect to such information and the source thereof, was not otherwise subject to confidentiality obligations; (iv) Customer receives from a third party without obligation of confidentiality with respect to such information or otherwise applicable to such third party; or (v) Customer can establish via written records was developed independently by Customer without direct or indirect use or reference of any Confidential Information. In the event Customer becomes obligated to disclose this Agreement and/or any Confidential Information, including, without limitation, disclosures required by applicable law, upon becoming aware of any such disclosure obligation: (a) Customer will immediately notify ABDC in writing and reasonably cooperate with ABDC in connection therewith; (b) Customer will comply with Payor and other third party advance notice requirements prior to disclosure of Confidential Information; and (c) Customer will request the highest level of confidential treatment available under applicable law if it discloses this Agreement or Confidential Information.

### **5. TERMINATION OF MASTER PROGRAM AGREEMENT**

**5.1 Default.** In addition to other available remedies for Available Programs, either party may immediately terminate this Master Program Agreement for cause upon written notice to the other party upon the other party's (a)(i) filing an application for or consenting to appointment of a trustee, receiver or custodian of its assets; (ii) having an order for relief entered in Bankruptcy Code proceedings; (iii) making a general assignment for the benefit of creditors; (iv) having a trustee, receiver or custodian of its assets

appointed unless proceedings and the person appointed are dismissed within 30 days; (v) insolvency within the meaning of Uniform Commercial Code Section 1-201 or failing generally to pay its debts as they become due within the meaning of Bankruptcy Section 303(h)(1) (11 U.S.C. §303(h)(1)), as amended; or (vi) certification in writing of its inability to pay its debts as they become due (and either party may periodically require the other to certify its ability to pay its debts as they become due) (collectively, “**Bankruptcy**”); (b) failure to pay any amount due and such failure continues five days after written notice; or (c) failure to perform any other material obligation of this Master Program Agreement or any other agreement between the parties or their affiliates and such failure continues for 30 days after it receives notice of such breach from the non-breaching party.

5.2 Survival Upon Termination. Within five days of expiration or earlier termination of this Master Program Agreement for any reason, amounts owed by either party to the other will be immediately due and paid to the other party. Customer will return all Available Program materials, including Term Sheets, Program Guides and Licensed Material, or pay to ABDC their replacement cost. Obligations in Paragraphs 4.0, 5.2, 6.0 and 8.0 and any provision the context of which shows the parties intended it to survive will remain in effect after the Term.

6. **INDEMNIFICATION.** Each party (“**Indemnifying Party**”) will indemnify, defend, and hold harmless the other, its affiliates, its employees and representatives (“**Indemnified Party**”) against all claims and damages (including expenses and attorneys’ fees) (“**Claim**”) to the extent arising out of Indemnifying Party’s obligations hereunder, but only to the extent permitted by law (with any such limits applying equally to the parties). Failure to give prompt written notice of a Claim will not relieve Indemnifying Party of liability except to the extent caused by such failure. Indemnifying Party will defend Claims with counsel reasonably satisfactory to Indemnified Party and Indemnified Party will cooperate fully in such defense. Without limiting the foregoing, Customer’s obligations include any Claim arising from its infringement or other violation of a patent, trademark, copyright or other proprietary right owned or controlled by ABDC or any third party except to the extent arising from use that complies with this Agreement.

## 7. COMPUTER APPLICATIONS, SOFTWARE & DATA

7.1 License. ABDC grants Customer a non-exclusive, nontransferable and revocable license to use computer applications, including websites, software and data related to Available Programs and related documentation (“**Licensed Material**”). Customer may not make, or allow others to make, copies except one backup copy. Customer must include all proprietary notices in permitted copies. Customer may not modify Licensed Material or create derivative works and may not translate, reverse engineer, disassemble or decompile software or other Licensed Material.

7.2 Limited Warranty. ABDC warrants that software and other Licensed Material will perform substantially in accordance with its documentation if the Licensed Material is operated as directed, no modification of the Licensed Material is made by any person other than ABDC and only the most current release of the Licensed Material is used. ABDC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR LICENSED MATERIAL, AND ACCURACY OF ANY DATA. ALL DATA IS PROVIDED “AS IS.” DUE TO

THE NATURE OF SOFTWARE AND DATA, ERRORS AND INTERRUPTIONS MAY OCCUR AND CUSTOMER HAS ALL RISKS FOR QUALITY AND PERFORMANCE. No oral or written information provided by ABDC, its employees or other representatives will create any warranty.

7.3 Remedy. If ABDC breaches a warranty in Paragraph 7.2, as Customer’s sole remedy (other than the indemnity for third party Claims under Paragraph 6.0), ABDC will, at its option and expense (i) repair or replace Licensed Material so it performs substantially in accordance with its documentation; or (ii) advise Customer how to achieve substantially the same functionality using different procedures.

## 8. MISCELLANEOUS

8.1 Force Majeure. ABDC may reduce, delay, suspend or eliminate any Available Program, in whole or in part, without liability or obligation if ABDC’s performance is prevented, delayed or otherwise affected by any cause beyond its control, including labor disputes, fire, terrorism, acts of God, unavailability of an Available Program, loss of access to data, delays by suppliers, loss of facilities or internet, telecommunication or electrical systems, pandemic, voluntary foregoing a right in order to comply with or accommodate government orders or requests, or compliance with any law or otherwise.

8.2 Notices. Except as provided otherwise herein, notices must be in writing and personally delivered or sent by certified mail, prepaid, return receipt requested; by overnight delivery; or, by facsimile or email as provided in this Section 8.2. Notices will be deemed delivered (i) upon delivery when personally delivered or sent by certified mail or overnight delivery; (ii) upon delivery if sent by facsimile or email during normal business hours of the receiving party (or, otherwise, on the following business day) with a confirming copy sent by U.S. mail or overnight delivery; or (iii) upon delivery if sent by facsimile or email (with no confirming copy required) for notices by ABDC of updates to this Agreement, Term Sheets or policies, including the Data Protection Provisions (Exhibit A).

To Customer: Customer’s address on the Agreement signature page.

To ABDC : AmerisourceBergen Drug Corporation  
1 W. First Ave.  
Conshohocken, PA 19428  
Attn: Sr. Director - Strategic Program Operations

With copy to: Cencora, Inc.  
1 W. First Ave.  
Conshohocken, PA 19428  
Attn: Legal Department

8.3 Assignment. Neither party may assign this Master Program Agreement without the other party’s prior written consent, and attempted assignment in contravention of this Agreement shall be void and of no effect. Valid assignment of this Agreement will inure to the benefit of and be binding upon each party and its heirs, successors and assigns. Notwithstanding the foregoing, ABDC may, without notice, assign part or all of its obligations hereunder to any affiliate or may do so (or grant a security interest herein) in connection with any financing or securitization by ABDC or any corporate affiliate. Customer will notify ABDC of changes in ownership, name, business form (e.g., sole proprietorship, partnership or corporation), state of



incorporation or formation, or any intent to sell, close, move or modify its operations prior to such change, sale, closure or modification, and provide other information ABDC reasonably requests.

8.4 EEO Requirements. ABDC and Customer each warrant it does not and will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, gender, sexual preference, veteran status, handicap or as otherwise prohibited by law and will meet affirmative action obligations imposed by law.

8.5 Independent Parties. This Master Program Agreement will not create a partnership, joint venture, agency, employment, fiduciary or other special relationship between ABDC and Customer or its employees or representatives. No representation to the contrary will be binding.

8.6 Attorneys' Fees; Choice of Law. The successful party in any legal action may recover all costs it incurs, including reasonable attorneys' fees. Pennsylvania law governs this Agreement without reference to its conflict of laws provisions.

8.7 Dispute Resolution. Customer must first bring any claim or dispute under this Agreement to ABDC's management and make every effort to resolve the dispute internally before bringing a dispute before a third party. If the parties are unable to resolve any claim or dispute internally within 90 days, Customer agrees that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. Any arbitration award or decision may be filed in a court of competent jurisdiction for enforcement.

8.8 Third Party Beneficiaries. Other than ABDC's officers, directors, and/or employees, there are no other third party beneficiaries.

8.9 WAIVER OF CLASS ACTIONS. Customer waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class, or as a representative.

8.10 Compliance with Law; Healthcare Exclusions. Each party will comply with all laws, and maintain its eligibility to participate in Medicare, Medicaid and other federal and state healthcare programs. Customer will promptly disclose if it (or any of its pharmacists or pharmacy technicians or other employees) becomes an excluded entity or individual on an HHS-OIG or comparable list for Medicare, Medicaid or other federal or state healthcare programs.

8.11 Setoff. Without limiting ABDC's other legal rights, ABDC and its affiliates may withhold or setoff any amounts owed to Customer pursuant to this Agreement or Available Program, or take any other lawful actions, to recover any amount (including, but not limited to, principal, interest, costs, and reasonable attorneys' fees) owed by Customer to ABDC or its affiliates under this or any other agreements between ABDC or its affiliates and Customer, including but not limited to Customer's distribution agreement or credit agreement with ABDC or its affiliates and/or any other master program agreement between Customer and ABDC's affiliates. Any forbearance or delay in the exercise of any right or remedy hereunder or as otherwise afforded by law will not be a waiver of or preclude the exercise of any such right or remedy.

8.12 Ownership. Customer must disclose to ABDC, in writing, the identity of any and all Payors that, directly or indirectly, own an interest in Customer's business and/or otherwise exercise control over Customer's management.

8.13 Miscellaneous. Any forbearance or delay in the exercise of any right or remedy hereunder or as otherwise afforded by law will not be a waiver of or preclude the exercise of any such right or remedy. All provisions are severable. This Agreement supersedes prior oral or written agreements by the parties that relate to its subject matter. This Agreement only benefits the parties hereto and will not, except as expressly provided herein, create or convey a benefit to anyone who is not a party hereto. Captions are intended for convenience of reference only. "Including" means "including but not limited to." Except as provided otherwise herein, the parties may not modify this Agreement other than by a subsequent writing signed by each party. This Master Program Agreement will be interpreted as if written jointly by the parties. In the event of a conflict between the terms of this Master Program Agreement and any Term Sheet, the terms of this Master Program Agreement will control except to the extent expressly and specifically amended by or provided otherwise in such Term Sheet. Any such modification will be valid only for that particular Term Sheet and will not amend this Master Program Agreement generally.

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**STATE-SPECIFIC AMENDMENTS**

Each provision of these state-specific amendments (“Amendments”) to this GNP Premier Participation Agreement (“Agreement”) will be effective only to the extent that jurisdictional requirements of such respective states’ laws applicable to the Agreement are met independently of these Amendments. These Amendments have no effect if jurisdictional requirements are not met.

**CALIFORNIA**

The California Department of Corporations requires that certain provisions in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent the Agreement has provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to Customer concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to Customer concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement has a provision is inconsistent with these laws, these laws will control.
- b. If Customer is required in the Agreement to execute a release of claims, such release will exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act with respect to the offer or sale of the Agreement and the Premier Candidate Agreement.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
- d. If the Agreement has a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
- f. If the Agreement requires that it be governed by a state’s law, other than the State of California, such requirement may be unenforceable.
- g. Section 8.6 of Exhibit C of the Agreement is hereby amended to state that the representations made in the Franchise Disclosure Document are not excluded from that on which Customer may rely.

**HAWAII**

- a. No release language set forth in the GNP Premier Agreement shall relieve the franchisor or any other party, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.
- b. The GNP Premier Agreement is hereby supplemented with the following provision:

Hawaii Law. Pursuant to Section 482E-6(3) of the Hawaii Revised Statutes, for so long as such statute remains in effect and so provides, upon termination or refusal to renew the franchise, Franchisee shall be compensated for the fair market value, at the time of termination or expiration of the franchise, of Franchisee’s inventory, supplies, materials and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, exclusive of personalized materials which have no value to the Franchisor. If the Franchisor refuses to renew a franchise for the purpose of converting the franchised business to one owned by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate Franchisee for the loss of goodwill. The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of Franchisee’s inventory, supplies, materials and furnishings pursuant to this paragraph, and may offset from such compensation any moneys due to the Franchisor.
- c. Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your first Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

**ILLINOIS****ILLINOIS ADDENDUM TO THE PARTICIPATION (FRANCHISE) AGREEMENT**

Illinois law governs the Participation (Franchise) Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

While the Franchisor's Parent company has guaranteed to assume the duties and obligations of the Participation (Franchise) Agreement if the Franchisor is unable to do so – the Parent company's financial condition calls into question its ability to fulfill such a guarantee. Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your Franchised Business has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

Nothing in the Premier Participation Agreement (Franchise Agreement), related agreements, exhibits and Term Sheets are intended to disclaim the express representations made in the Franchise Disclosure Document.

There is no training program for this franchise opportunity.

AmerisourceBergen Drug Corporation

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**INDIANA**

- a. Any Franchise Agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in the Franchise Agreement.
- b. In compliance with Indiana Code section 23-2-2.7-1(9), any provisions in the Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the territory granted in the Franchise Agreement and shall be construed in accordance with Indiana Code section 23-2-2.7-1(9).
- c. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.
- d. Indiana Code section 23-2-2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code section 23-2-2.7-1 (10), Indiana law will control.
- e. Indiana Code sections 23-2-2.7-1 (1) and 23-2-2.5-30 impose different time limitations for litigation brought for breach of the Agreement or violation of Indiana law in connection with the Agreement. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.
- f. In compliance with Indiana Code section 23-2-2.7-1 (10), any inference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed



in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced with the words "may seek."

- g. Indiana Code sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.
- h. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.
- i. In compliance with Indiana Code section 23-2-2.7-1 (5), any requirement that the Franchisee must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties.

## **MARYLAND**

The Maryland Securities Division requires that certain provisions in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (2004 Repl. Vol. and Supp. 2008) (the "Maryland Franchise and Disclosure Law"). To the extent that the Agreement has provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Customer is required in the Agreement to execute a release of claims and/or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate Maryland Franchise and Disclosure Law, or a rule or order under the Maryland Franchise and Disclosure Law, such release will exclude claims arising under the Maryland Franchise and Disclosure Law, and such acknowledgments will be void with respect to claims under the Maryland Franchise and Disclosure Law relating to the offer and sale of the Agreement and related agreements.
- b. If the Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement will not be interpreted to limit any rights Customer may have under the Maryland Franchise and Disclosure Law to bring suit in the state of Maryland.
- c. Any general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise and Disclosure Law.
- d. The Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise and Disclosure Law must be brought within 3 years after the grant of the franchise.
- e. Based upon the financial information submitted, the Commissioner has determined that all fees paid to the franchisor by the franchisee, including payment for goods and services received from the franchisor before the business opens, shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee.
- f. The Maryland Franchise and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. The Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise and Disclosure Law. Such representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise and Disclosure Law resulting from the offer or sale of the franchise.
- g. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **MINNESOTA**

The Commissioner of Commerce for the State of Minnesota requires that certain provisions in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Minnesota Act"). To the extent that the Agreement and Franchise Disclosure Document have provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Minnesota Department of Commerce requires that ABDC indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that a franchisee's use of the Marks infringes trademark rights of the third party. ABDC does not indemnify against the consequences of Customer's use of the Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Customer must provide notice to ABDC of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to ABDC. If ABDC accepts the tender of defense, ABDC has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If either the Agreement or the Franchise Disclosure Document has a provision that is inconsistent with the Minnesota Act, such provision will be superseded by the Minnesota Act's requirements and will have no force or effect.
- b. Minnesota Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that Customer be given written notice of ABDC's intention not to renew 180 days prior to expiration of the franchise and that Customer be given sufficient opportunity to operate the franchise in order to enable Customer the opportunity to recover the fair market value of the franchise as a going concern. If either the Agreement or the Franchise Disclosure Document has a provision that is inconsistent with the Minnesota Act, such provision will be superseded by the Minnesota Act's requirements and will have no force or effect.
- c. Minnesota Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that Customer be given 90 days notice of termination (with 60 days to cure). If either the Agreement or the Franchise Disclosure Document has a provision that is inconsistent with the Minnesota Act, such provision will be superseded by the Minnesota Act's requirements and will have no force or effect.
- d. Minn. Rule 2860.4400(D) prohibits ABDC from requiring Customer to assent to a general release. If either the Agreement or the Franchise Disclosure Document requires Customer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release will exclude claims arising under the Minnesota Act, and such acknowledgments will be void with respect to claims under the Minnesota Act.
- e. Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400(J) prohibit ABDC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring Customer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Agreement or the Franchise Disclosure Document can abrogate or reduce Customer's rights under Minnesota Statutes, Chapter 80C or Customer's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
- f. Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and your Franchised Business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

## **NEW YORK**

The New York Department of Law requires that certain provisions in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement has provisions that are inconsistent with the following, such provisions hereby amended:

- a. If the Agreement requires Customer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, or any regulation, rule or order under the Law, such release will exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments will be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision will not waive any rights conferred upon Customer under the New York General Business Law, Article 33, Sections 680 through 695.

## **NORTH DAKOTA**

The North Dakota Securities Commissioner requires that certain provisions in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993) (the “Law”). To the extent that the Agreement has provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Customer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release will exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments will be void with respect to claims under the Law, as to the offer and sale of the Agreement.
- b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement has a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.
- c. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
- d. If the Agreement requires that law of a state other than North Dakota govern it, to the extent that such law conflicts with the North Dakota law, North Dakota law will control.
- e. If the Agreement requires litigation, mediation or arbitration to be conducted in a forum other than North Dakota, the requirement may be unenforceable under the Law. Arbitration involving a franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.
- f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the Law.

## **RHODE ISLAND**

The Rhode Island Securities Division requires that certain provisions in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34 (the “Rhode Island Act”). To the extent that the Agreement has provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If the Agreement requires litigation to be conducted in a forum other than Rhode Island, the requirement is void under Rhode Island Act Sec. 19-28.1-14.
- b. If the Agreement requires that it be governed by law of a state other than Rhode Island, to the extent that such law conflicts with the Rhode Island Act it is void under Sec. 19-28.1-14.
- c. If Customer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Rhode Island Act, or a rule or order under the Rhode Island Act, such release will exclude claims arising under the Rhode Island Act, and such acknowledgments will be void with respect to claims under the Rhode Island Act, as to the offer and sale of the Agreement.

## **SOUTH DAKOTA**

- a. Neither the franchisor nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.
- b. Although the Franchise Agreement requires all arbitration proceedings to be held where the American Arbitration Association designates, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.
- c. We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you

are provided with an opportunity to cure the defaults. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

- d. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Pennsylvania.
- e. Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.
- f. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

### **VIRGINIA**

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

### **WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

### **WISCONSIN**

The Wisconsin Department of Financial Institutions requires that certain provisions in franchise documents be amended to be consistent with Wisconsin Law, including The Wisconsin Fair Dealership Law, ch. 135, Wis. Stats. (the “Wisconsin Act”). To the extent that the Agreement has provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Wisconsin Fair Dealership Law supersedes any provisions contained in the Agreement that are inconsistent with the Wisconsin Act.

## MASTER PROGRAM AGREEMENT

**1. TERM.** The term of this Agreement (“**Term**”) starts on its Effective Date and continues until all Available Programs have been terminated pursuant to Paragraph 5.0 of Exhibit C of the GNP Premier Agreement or as follows. Either party may terminate this Master Program Agreement or one or more Available Programs at one or more Pharmacies, with or without cause, at any time upon 60 days' written notice, although termination of specific Available Programs may be subject to restrictions or termination obligations as indicated on the applicable Term Sheet. Notwithstanding the preceding sentence, ABDC may immediately and at any time terminate or modify, as applicable, any Pharmacy's participation in any Available Program that includes eligibility qualifications, requirements, and/or criteria, as provided in applicable Term Sheets and/or enrollment forms, that such Pharmacy does not satisfy. Termination of less than all Available Programs at all Pharmacies will not terminate this Agreement with respect to any Available Program and Pharmacy that is not named in the termination notice.

**2. FEES.** Each Term Sheet states applicable per-Pharmacy fees, which such fees shall apply during the term of Customer's participation in each corresponding Available Program and may be prorated as applicable. Some Available Programs require Customer to incur other expenses, which are Customer's responsibility. “**Premier**” fees apply to Pharmacy locations under a Good Neighbor Pharmacy Premier Participation Agreement (“**Premier Agreement**”). “**GNP**” fees apply to Pharmacies under a Good Neighbor Pharmacy Voluntary License (“**GNP License**”). “**Other**” fees apply to Pharmacies that do not participate in the Good Neighbor Pharmacy program and may be higher. Applicable fees may be increased on 60 days' written notice.

### 3. ABDC COMMITMENTS.

(a) **Programs and Services.** ABDC will promptly provide Available Programs (subject to roll-out schedules and sequential program activation) in which Customer enrolls from time to time pursuant to applicable industry standards and laws and Term Sheets and program materials ABDC provides to Customer that prescribe or recommend standards, practices, procedures, policies and advice relating to the Available Program (“**Program Guides**”). In addition to written material, ABDC and others, including Payors (as defined under Term Sheet 1), may publish Term Sheets, Program Guides, policies, procedures, and updates to each of these on AB Central or other websites they maintain, or make them available on request. A listing of current Available Programs and applicable Term Sheets are accessible on AB Central or from Customer's ABDC sales representative.

(b) **Statements of Work.** From time-to-time, Customer may engage ABDC to provide other goods and services including custom work or a special project with terms agreed pursuant to a "statement of work" and this Agreement.

(c) **Data Protection.** ABDC will protect and only use Pharmacy Data and Business Contact Information provided by or on behalf of Customer pursuant to Exhibit A in connection with any Available Program that involves access to such information and, in connection with any Available Program that involves access to protected health information (PHI in Exhibit B), pursuant to the Business Associate Agreement (Exhibit B or as otherwise agreed) under HIPAA, the HITECH Act and implementing regulations including the Privacy, Security, and Breach Notification Rules (each defined in Exhibit B).

### 4. CUSTOMER COMMITMENTS.

(a) **Program Agreement.** During the Term, Customer may request to enroll a Pharmacy in an Available Program by submitting the required program enrollment form(s) to request that ABDC begin providing the Available Program. For Available Programs that involve access to Pharmacy Data, Customer will sign a Data Authorization as part of enrollment.

(b) **Compliance.** Customer will comply with this Agreement, Term Sheets and Program Guides, including qualifications or other actions Customer must meet to be eligible, each as amended by ABDC from time to time. If Customer does not comply, it may not participate in such Available Program or, if it is participating, its right to do so may be revoked. Customer is responsible for acquiring and maintaining all equipment, software and services, including “Change Healthcare” claims switch services, or such services provided by another claims switch services provider approved by ABDC in writing, required for certain Available Programs, specified as necessary in Program Guides. Such items and services must be purchased from vendors meeting Available Program specifications to ABDC's reasonable satisfaction.

(c) **Payment.** Unless otherwise agreed, ABDC will bill fees monthly and add to the billed amount any applicable sales, use or other tax or charges, with payment due under terms of Customer's prime vendor agreement or ABDC's standard terms.

(d) **Use of Available Programs.** Customer may only use an Available Program for its own business and only at a Pharmacy that Customer has enrolled in such Available Program. Nothing supplied by ABDC under this Agreement, including performance measurements, business advice, or cost or price data, is a substitute for Customer's business and professional judgment or will dictate to Customer at what price to sell services, pharmaceuticals or other merchandise, except to the extent Customer and a third party each agree (including as a part of the Elevate Provider Network). Customer is fully responsible for use of data and advice obtained through Available Programs. Except as expressly permitted otherwise herein respecting disclosures required by law,

Customer must keep confidential and not disclose, redistribute, reverse engineer, supply, license or sell any analyses, processes, advice or any other intellectual property of ABDC, including reports and methods, relating to Available Programs.

**5. PROVISIONS AND POLICIES.** ABDC may unilaterally amend this Agreement, including, without limitation, developing new or modifying existing Exhibits hereto and/or Available Programs and their respective policies, procedures, and corresponding Term Sheets, which any such amendments are effective 60 days after they are made available or any shorter period specified in a Term Sheet, as applicable. Customer consents to receiving notices, advertisements and other marketing materials by fax or email from ABDC and its corporate affiliates. ABDC will provide notice via fax or email respecting any unilateral amendment to this Agreement as provided herein. Participation in an Available Program and all Term Sheets incorporate this Agreement, including all Exhibits attached hereto, by this reference.



## STATE-SPECIFIC ADDENDA TO MASTER PROGRAM AGREEMENT

### MARYLAND

The Maryland Insurance Administration requires that certain provisions in pharmacy services administrative contracts (as defined in Md. Code, Ins. § 15-2001(d)) between pharmacy services administrative organizations (as defined in Md. Code, Ins. § 15-2001(e)) and independent pharmacies (as defined in Md. Code, Ins. § 15-2001(b)) be amended to be consistent with applicable Maryland law. To the extent that Customer is a pharmacy or owns certain pharmacies that satisfy the definition of “independent pharmacy” as defined in Md. Code, Ins. § 15-2001(b), the following Maryland State Addendum to the Master Agreement applies and amends the terms of the Agreement, as follows:

### MARYLAND STATE ADDENDUM TO MASTER PROGRAM AGREEMENT

This Maryland State Addendum to Master Program Agreement (this “**Addendum**”) is incorporated in its entirety into, and made a part of, that certain Master Program Agreement, including all term sheets, exhibits, addenda, schedules and amendments thereto (collectively, the “**Agreement**”) entered into by and between AmerisourceBergen Drug Corporation d/b/a Elevate Provider Network (“**ABDC**”) and Customer (as defined in the Agreement), effective as of the Effective Date (as defined in the Agreement). ABDC and Customer are also referred to in this Addendum as a “**Party**” and, collectively, the “**Parties**”.

### **RECITALS**

- A. WHEREAS, ABDC is a pharmacy services administrative organization and operates a network of pharmacies, including Customer, that have authorized ABDC to enter into and bind the pharmacies to certain Payor Contracts on their behalf.
- B. WHEREAS, the Parties entered into the Agreement as of the Effective Date.
- C. WHEREAS, Customer is a pharmacy or owns certain pharmacies that satisfy the definition of “**independent pharmacy**” as defined in Md. Code, Ins. § 15-2001(b).
- D. WHEREAS, in order to comply with applicable provisions of the Insurance Article, Annotated Code of Maryland, including, without limitation, Title 15, Subtitles 15 and 20 of the Insurance Article, Annotated Code of Maryland, including, without limitation, Insurance Article §§ 15-1611, 15-1628, 15-1628.1, 15-1628.2, 15-1628.3, 15-1629, 15-1631, 15-1633, 15-1634, 15-1635, 15-1636, 15-1637, 15-1638, 15-1639, 15-2011, 15-2013(c), 15-2014(c), 15-2015, and 15-2016, Annotated Code of Maryland, and the corresponding regulations promulgated in connection therewith, including, without limitation, the Code of Maryland Regulations (collectively, the “**MD Laws**”), the Parties desire to mutually amend the Agreement as provided herein.

**NOW THEREFORE**, the Parties agree as follows:

- 1. **Incorporation**. The initial paragraph and Recitals to this Addendum are hereby incorporated herein and made a part hereof.
- 2. **Scope**. For independent pharmacies (as defined in Md. Code, Ins. § 15-2001(b)) receiving services in the State of Maryland, this Addendum modifies the Agreement with respect to the Parties’ performance and activities in accordance with certain legislative and regulatory requirements applicable to the Parties in the State of Maryland. Notwithstanding anything to the contrary contained herein or in the Agreement, in the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.
- 3. **Definitions**.
  - a. “**Brand Drug**” or “**Brand Name Drug**” shall be as defined in Health Occupations Article, §12-504, Annotated Code of Maryland.
  - b. “**Generic Drug**” shall be as defined in Health Occupations Article, §12-504, Annotated Code of Maryland.
  - c. “**Multisource Generic Drug**” means a generic drug as defined in Health-General Article, §21-2C-01(f), Annotated Code of Maryland, for which there is at least one other drug and does not include a Brand Name Drug.
  - d. For the purposes of this Addendum, the term “**Pharmacy(ies)**” shall include Customer and/or Customer’s pharmacies, as applicable, in the State of Maryland that satisfy the definition of “independent pharmacy” as defined in Md. Code, Ins. § 15-2001(b).
  - e. All capitalized terms contained but not otherwise defined herein shall be defined as set forth in the Agreement.

4. **Compliance.** ABDC shall comply with, and may not engage in any activity that is prohibited pursuant to, the MD Laws. To the extent that the Agreement contains any provisions, or portions thereof, in violation of the MD Laws, such provisions, or portions thereof, are deleted in their entirety. Without in any way limiting the foregoing, ABDC's obligations pursuant to the MD Laws shall include the following:

- a. Pharmacies will not be directly or indirectly charged or held responsible for a fee or performance-based reimbursement related to adjudication of a Claim or an incentive program.
- b. ABDC may not make or allow any reduction in payment to the Pharmacies for pharmacy services or directly or indirectly reduce, or allow the reduction of, a payment to the Pharmacies for a pharmacy service under a reconciliation process to an effective rate of reimbursement, including generic effective rates, brand effective rates, direct and indirect remuneration fees, or any other reduction or aggregate reduction of payments.
- c. Except to the extent expressly provided otherwise under the MD Laws, if a Claim has been approved through adjudication, ABDC may not retroactively deny or modify, or allow the retroactive denial or modification of, reimbursement to a Pharmacy or Pharmacy's pharmacist(s), as applicable, for the approved Claim.
- d. Pharmacy and/or Pharmacy's pharmacist(s), as applicable, are not prohibited from providing or discussing retail prices or cost sharing with beneficiaries.
- e. ABDC may not reimburse, or allow the reimbursement of, a covered drug in an amount that differs, including zero, based on the identity of the wholesale distributor used by a Pharmacy for acquisition of the covered drug.
- f. Except for instances of error or fraud, ABDC may not, nor may ABDC allow a pharmacy benefits manager to, reclassify, recategorize, or recharacterize an adjudicated Claim.
- g. Pharmacy and/or Pharmacy's pharmacists are not in any way prohibited or restricted from filing a complaint with the Maryland Insurance Commissioner.
- h. ABDC's internal appeals procedures regarding the investigation and resolution of disputes filed against ABDC by a Pharmacy shall be as provided in the Agreement; provided, however, that such procedures shall only apply to the extent not otherwise prohibited by the MD Laws.

5. **Miscellaneous.**

- a. **Changes in Law.** This Addendum will, without the need for further action from the Parties, be deemed automatically amended to incorporate any and all changes to the MD Laws, including any additional provisions required to be included herein pursuant to the MD Laws, effectuated after the Effective Date.
- b. **Governing Law.** For independent pharmacies receiving services in the State of Maryland, each of the Agreement and this Addendum will be interpreted and governed by the laws of the State of Maryland without regard to its choice-of-law principles.
- c. **Ownership Disclosure.** Customer acknowledges that ABDC exists and functions as a fictitiously named subdivision operating under AmerisourceBergen Drug Corporation, a prescription drug, biologics, and medical device distribution company. ABDC will notify Customer within 5 days of any material change in its ownership or control as it relates to the foregoing.
- d. **Disclosure to Customer.** ABDC will provide copies of Payor Contracts, including any payment schedules or reimbursement rates applicable thereto, in addition to any amendments thereto, to Customer within five (5) business days following the execution thereof. For the avoidance of doubt, any and all Payor Contracts provided hereunder shall constitute Confidential Information and, without in any way limiting Customer's other confidentiality obligations in connection with the same, may not be disclosed to ABDC's competitors.
- e. **No Purchase Required.** Nothing in the Agreement shall in any way require Customer to purchase drugs, biologics, or medical devices from ABDC.

## **SOUTH CAROLINA**

The South Carolina Department of Insurance requires that certain provisions in PSAO-pharmacy contracts (as defined in S.C. Code § 38-71-2310(6)) between pharmacy services administrative organizations (as defined in S.C. Code § 38-71-2310(5)) and pharmacies (as defined in S.C. Code § 38-71-2310(2)) be amended to be consistent with applicable South Carolina law. To the extent that Customer is a pharmacy or owns certain pharmacies that satisfy the definition of “pharmacy” as defined in S.C. Code § 38-71-2310(2), the following South Carolina State Addendum to the Master Agreement applies and amends the terms of the Agreement, as follows:

### **SOUTH CAROLINA STATE ADDENDUM TO MASTER PROGRAM AGREEMENT**

This South Carolina State Addendum to Master Program Agreement (this “**Addendum**”) is incorporated in its entirety into, and made a part of, that certain Master Program Agreement, including all Term Sheets, Exhibits, Addenda, Schedules and Amendments thereto, (collectively, the “**Agreement**”) entered into by and between AmerisourceBergen Drug Corporation d/b/a Elevate Provider Network (“**ABDC**”) and Customer (as defined in the Agreement), effective as of the Effective Date (as defined in the Agreement). ABDC and Customer are also referred to in this Addendum as a “**Party**” and, collectively, the “**Parties**”.

### **RECITALS**

- A. ABDC is a pharmacy services administrative organization and operates a network of pharmacies, including Customer, that have authorized ABDC to enter into and bind the pharmacies to certain Payor Contracts on their behalf.
- B. The Parties entered into the Agreement as of the Effective Date.
- C. Customer is a pharmacy or owns certain pharmacies that satisfy the definition of “pharmacy” as defined in S.C. Code § 38-71-2310(2).
- D. In order to comply with applicable provisions of the South Carolina Code of Laws, including, without limitation, Title 38, Chapter 71 of the South Carolina Code of Laws, including, without limitation, Insurance Article §§ 38-71-2310, 38-71-2320, 38-71-2330, 38-71-2340, and 38-71-2350, South Carolina Code of Laws, and the corresponding regulations promulgated in connection therewith, including, without limitation, the South Carolina Code of State Regulations (collectively, the “**SC Laws**”), the Parties desire to amend the Agreement as provided herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

- 1. **Incorporation.** The initial paragraph and Recitals to this Addendum are hereby incorporated herein and made a part hereof.
- 2. **Scope.** For pharmacies (as defined in S.C. Code § 38-71-2310(2)) receiving services in the State of South Carolina, this Addendum modifies the Agreement with respect to the Parties’ performance and activities in accordance with certain legislative and regulatory requirements applicable to the Parties in the State of South Carolina. Notwithstanding anything to the contrary contained herein or in the Agreement, in the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.
- 3. **Definitions.**
  - a. For the purposes of this Addendum, the term “**Pharmacy(ies)**” shall include Customer and/or Customer’s pharmacies, as applicable, in the State of South Carolina that satisfy the definition of “pharmacy” as defined in S.C. Code § 38-71-2310(2).
  - b. All capitalized terms contained but not otherwise defined herein shall be defined as set forth in the Agreement.
- 4. **Compliance.** ABDC shall comply with, and may not engage in any activity that is prohibited pursuant to, the SC Laws.

5. **Miscellaneous.**

- a. **Changes in Law.** The Parties agree to take any and all actions with respect to this Addendum as may be necessary to comply with any and all changes to the SC Laws, as may be amended from time to time, including, without limitation, amending this Addendum to incorporate any additional provisions required to be included herein or amending this Addendum to amend or remove any provisions included herein required to be amended or removed.
- b. **Governing Law.** For pharmacies receiving services in the State of South Carolina, each of the Agreement and this Addendum will be interpreted and governed by the laws of the State of South Carolina without regard to its choice-of-law principles.
- c. **Ownership Disclosure.** Customer acknowledges that ABDC exists and functions as a fictitiously named subdivision operating under AmerisourceBergen Drug Corporation, a prescription drug, biologics, and medical device distribution company. ABDC will notify Customer within five (5) days of any material change in its ownership or control as it relates to the foregoing.
- d. **Disclosure to Customer.** ABDC will provide copies of Payor Contracts, including any payment schedules or reimbursement rates applicable thereto, in addition to any amendments thereto, to Customer within three (3) days following the execution thereof. For the avoidance of doubt, any and all Payor Contracts provided hereunder shall constitute Confidential Information and, without in any way limiting Customer's other confidentiality obligations in connection with the same, may not be disclosed to ABDC's competitors.
- e. **No Purchase Required.** Nothing in the Agreement shall in any way require Customer to purchase drugs, biologics, or medical devices from ABDC.

## AVAILABLE PROGRAM ENROLLMENT FORM & DATA AUTHORIZATION

### Eligibility for Available Programs

This form is used to initiate the enrollment process. Enrollment is not complete unless all requirements, including, without limitation, activation and onboarding steps, are met. Term Sheets outline applicable eligibility criteria, requirements, and prerequisites. AmerisourceBergen Drug Corporation (“ABDC”) may immediately and at any time terminate or modify, as applicable, any of Customer’s, or any of its Pharmacy’s, participation in any Available Program that includes eligibility qualifications, requirements, and/or criteria, as provided in applicable Term Sheets and/or enrollment forms, that Customer, or any of its Pharmacies, does not satisfy. Available Programs are intended for Customer’s locations operating in good standing under a distribution agreement that designates ABDC as its prime vendor.

#### ☐ Elevate Provider Network<sup>SM</sup> (Term Sheet 1)

By selecting Elevate Provider Network, Customer hereby grants its authority to Elevate Provider Network to serve as its contracting agent to negotiate and execute Payor Contracts on behalf of Customer, pursuant to which Customer’s pharmacy locations will be bound and comply with all such terms and conditions. Members not enrolled in the GNP Premier Program pay a monthly fee of \$189 per location.

#### ☐ Elevate Advanced Features (Term Sheet 2 – 3)

Elevate Advanced Features is a suite of services made available by certain of the Program Partners (as defined below) and designed to assist Customer with its healthcare operations, including treatment, payment, and healthcare operations activities. Fee is included for Elevate Provider Network members. Members not enrolled in the GNP Premier Program pay monthly fee of \$189. Excludes enrollment in patient care services solutions offerings via ABDC which require the execution of a separate enrollment form, direct agreement with the respective Program Partner, and payment of additional fees (which vary depending on the method of enrollment utilized).

##### ☐ Includes PPE Solutions (Term Sheet 2A)

Powered by Change Healthcare, participation in Pre and Post Edit Solutions requires Customer to have or execute an agreement with Change Healthcare for claims switching services.

##### ☐ Includes Claim Reconciliation Services (Term Sheet 2B)

Powered by EnlivenHealth, the self-service option is included; Customer may upgrade to Concierge Service directly with EnlivenHealth or use an outside reconciliation vendor at additional fees.

##### ☐ Includes in InSite from ABDC (Term Sheet 3)

A proprietary data analytics system used to measure and compare pharmacy performance by organizing and analyzing Pharmacy Data (as defined below). Fee is included with Elevate Advanced Features.

#### ☐ Five-Star Rebate (Term Sheet 4)

A PRxO Generics rebate that recognizes and rewards performance in pharmacy quality measures. In exchange, Customer provides consent to extract dispense usage data from Pharmacy Data (as defined below) and, unless restricted by Customer’s designated buying group agreement (if any), share it with ABDC sales and other associates to identify missed opportunities and to assist Customer in optimizing purchase performance.

### Front-End Solution programs (Term Sheet 5)

The following interrelated programs are designed to assist Customer in promoting traditional drugstore non-prescription product categories. Certain services are available only to Premier and GNP Pharmacies. Please identify your selections below:

#### ☐ Planogram services

Premier: Included; no additional fee  
GNP: No additional fee  
Other: \$55 per month

#### ☐ Retail Product Zone Pricing Service

Premier: Included; no additional fee  
GNP: No additional fee  
Other: \$45 per month (\$89 with Planograms)

#### ☐ First To Shelf<sup>TM</sup> (AutoShip New OTC)

Premier: Required; no additional fee

#### ☐ Front-End Support Kit

Premier: Optional; no additional fee  
GNP: No additional fee  
Other: Not available

#### ☐ Merchandising Services

Premier: Included; no additional fee  
GNP: \$399/merchandise/day  
Other: Limited availability

GNP: No additional fee

Other: Not available

### Digital Marketing programs (Term Sheet 6)

The following interrelated programs are part of an overall strategy to attract and engage patients and consumers online.

☐ **MyGNP Website**

Premier: Included; no additional fee

GNP: Included; no additional fee

Other: Not available

☐ **My GNP Mobile App**

Premier: Included; no additional fee

GNP: Included; no additional fee

Other: Not available

☐ **Digital and Social Media Marketing**

Premier: Included; no additional fee

GNP: Not available

Other: Not available

☐ **Local Listings Management**

Premier: Included; no additional fee

GNP: Included; no additional fee

Other: Not available

### Business Coaching (Term Sheet 7)

ABDC assigns a business coach to Customer who will assess the current performance and practices of Customer's pharmacy locations and recommend new practices and opportunities to improve profitability.

☐ **Business Coaching**

Premier: Included; no additional fee

GNP: Not available

Other: Not available

### Pharmacy Data Services (Term Sheet 8)

ABDC will furnish the selected data services to Customer to assist with pharmacy computer applications, including pharmacy management and point-of sale systems. Multi-location computer systems, whether or not connected, will be charged per Pharmacy or other location.

☐ **Catalog & Price Update Service - OTC**

Premier: Included; no additional fee

GNP: \$55 per month

Other: \$55 per month

☐ **Catalog & Price Update Service - Rx**

Premier: Included; no additional fee

GNP: \$55 per month

Other: \$55 per month

### Unsaleable Returns (Term Sheet 9)

ABDC will assist you in recovering the value of unsaleable products by providing a comprehensive solution for disposal including all processing, shipping, and destruction costs.

☐ **Unsaleable Returns**

Premier: Included; no additional fee

GNP: Included; no additional fee

Other: Not available

☐ **On-Site Assistance**

Premier: Included; no additional fee

GNP: Not available

Other: Not available

### Additional Terms

#### Data Authorization Consent

These programs are designed to aid Customer's pharmacy locations in its treatment, payment, and healthcare operations activities ("Available Programs"). In order for ABDC and its Program Partners (as described below) to provide Customer with the Available Programs, Customer, by signing below: (i) authorizes ABDC to receive financial, operational, pharmacy, performance, business, operational, pharmacy, and patient data, including protected health information, on behalf of Customer ("Pharmacy Data") directly from Customer or indirectly from third parties supporting or participating in the Available Programs, including without limitation Customer's designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, IQVIA, InSite, IntrinsiQ Specialty Solutions, LLC, Change Healthcare (a part of Optum®) or other claims switching service provider approved by ABDC in writing, EnlivenHealth (f/k/a FDS AMPLICARE), Retail Insights and Outcomes Operating, Inc. (f/k/a/ Prescribe Wellness) or other patient services provider approved by ABDC in writing



(collectively, “Program Partners”); and (ii) authorizes and directs ABDC and the Program Partners to exchange Pharmacy Data on Customer’s behalf to support Customer’s participation in the Available Programs.

This data authorization is intended to constitute Customer’s written consent under the applicable HIPAA Business Associate Agreement or similar document between Customer, ABDC and/or Program Partners for the exchange of Pharmacy Data on Customer’s behalf. ABDC’s receipt and use of Pharmacy Data is subject to the terms of the program documentation applicable to the specific Available Programs in which Customer enrolls (“Program Documentation”), such as the parties’ MPA (as defined below) and accompanying Exhibits and Term Sheets. Customer acknowledges that in conformance with the Program Documentation, ABDC associates with a need to know may access and use Pharmacy Data including protected health information to assist Customer in its treatment, payment, and healthcare operations activities. This authorization will automatically terminate thirty (30) days after Customer ceases its participation in the Available Programs.

#### **Business Coach Data Authorization Consent**

Customer will furnish certain business, operational and financial data regarding its Pharmacy location, including protected health information, (“Business Data”) to its Business Coach. ABDC’s receipt and use of Business Data is subject to the terms of the applicable Program Documentation, such as the parties’ MPA (as defined below) and accompanying Exhibits and related Term Sheets. This Business Data authorization is intended to constitute Customer’s written consent under the applicable HIPAA Business Associate Agreement or similar document between Customer and ABDC and/or Program Partners for the exchange of Business Data on Customer’s behalf. This Business Data authorization is in addition to and supplements Customer’s Data Authorization Consent for Pharmacy Data previously executed and provided to ABDC. Customer acknowledges that in conformance with the Program Documentation, ABDC associates with a need to know may access and use Business Data, including protected health information, to assist Customer in its treatment, payment, and healthcare operations activities. This authorization will automatically terminate thirty (30) days after Customer ceases its participation in the Available Programs.

#### **Acknowledgment of Terms**

Customer represents and warrants that it has executed or will execute a Master Program Agreement or GNP Premier Agreement (collectively “**MPA**”) with ABDC. If Customer has not yet executed an MPA, this Available Program Enrollment Form & Data Authorization and related Term Sheets will become effective on the date of the MPA. Customer represents and warrants that it has the legal authority to enter into the MPA, all related Term Sheets, and this Available Program Enrollment Form & Data Authorization. This Available Program Enrollment Form & Data Authorization are incorporated by reference with and into the MPA and Term Sheets and are binding upon the parties.

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#### **PHARMACY**

NCPDP ID: \_\_\_\_\_  
D/B/A: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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#### **Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



Fax completed form to 877-687-8699  
or, email to  
or, mail to AmerisourceBergen Drug Corporation • 1 West First Avenue, Conshohocken, PA 19428

**Elevate Provider Network<sup>SM</sup>  
Term Sheet**

All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Certain capitalized words applicable to the Elevate Network (as defined below) are defined at the end of this Term Sheet. Capitalized words not herein defined have the meaning set forth in the Master Program Agreement and Exhibits thereto.

**1. Program Description**

a) Negotiated Payor Contracts and Central Pay. On behalf of Network Providers that join the Elevate Provider Network (“Elevate Network”), ABDC negotiates and enters into written agreements with Payors (“Payor Contracts”). By entering into the Elevate Network as a Network Provider, Customer hereby authorizes ABDC to negotiate with Payors on behalf of Network Provider and to enter into such Payor Contracts, and Network Provider agrees to be bound by such Payor Contracts. Payor Contracts encompass a variety of areas, including, but not limited to, pharmaceutical-product reimbursement rates that may be tied to individual or Elevate Network-wide aggregate performance (such as STAR quality measures) or financial metrics (such as network-wide aggregate brand or generic effective rates) for Network Providers to provide Covered Services to Members. Most Payors pay Network Providers for Covered Services through Central Pay.

b) Elevate Advanced Features. Network Providers will be concurrently enrolled in the Elevate Advanced Features (Term Sheet 2) which requires Network Providers to utilize Claims switch services provided by Change Healthcare (a part of Optum® and hereinafter, “Change Healthcare”) or other Claims switch service provider approved by ABDC in writing. Network Providers may request to opt out of Elevate Advanced Features, which Elevate Network may, in its sole discretion, allow without reduction in the monthly fee. Please see the Term Sheets specific to the Elevate Advanced Features for program descriptions and terms and conditions.

**2. Pricing and Availability**

Premier: Required; no additional fee

GNP: \$189/month (incl. Elevate Advanced Features)

Other: \$189/month (incl. Elevate Advanced Features)

*Additional fees may apply for stores processing more than 10,000 Claims in a month.*

*Additional data fees may apply for stores that use alternative, approved switch service providers for Elevate Advanced Features.*

**3. ABDC Responsibilities**

a) Payor Contracts. ABDC enters into Payor Contracts on behalf of the Elevate Network for Payor Contract participation and arranges for payment of Claims through Central Pay. Payor Contracts, take effect for each applicable Network Provider as Payors recognize its participation. ABDC makes no

representation or warranty, including any implied warranty, about Payors, financial viability of individual rates or networks, or applicability of any particular Payor Contract to any particular Network Provider, and ABDC assumes no fiscal responsibility for any Claims. ABDC is not a surety or guarantor for Claim payment; nor is ABDC a fiduciary beyond what has been expressly granted in Section 4 (a). In no event shall ABDC be obligated to pay Customer for any services rendered by each Network Provider if ABDC has not received monies from Payor with respect to the Network Provider that is sufficient to pay for such services.

b) Help Desk and Other Services. ABDC provides help desk service during normal business hours, publishes newsletters, provides certain other Claims-related assistance, and provides or makes available other offerings, which may be subject to additional terms and conditions, in connection with Network Providers’ participation in the Elevate Network, including an online portal through which Network Providers may access certain information relating to Elevate Network participation.

c) Disputes. Nominal fees paid by Network Providers are for simplified access to Payor Contracts through the Elevate Network. Fees are not sufficient, nor does this Available Program have resources, to resolve reimbursement, payment, audit and other disputes arising among Customer, its Network Providers, Payors and/or others, including current or Former Participants and other network providers. Customer will comply with each Payor’s respective dispute resolution processes, including Network Provider rights and obligations in connection therewith, as provided in the applicable Elevate Documents. As a courtesy, ABDC may assist with initial investigations of such disputes to clarify their nature and attempt prompt resolution. Customer authorizes ABDC to provide information related to such disputes to Payors, including invoices from ABDC’s records and supporting material provided by Customer, and to receive information and documents related to disputes from Payors.

d) Promote Elevate Network. ABDC promotes the Elevate Network to Payors, including reporting to Payors specific capabilities, services and accreditations of individual Network Providers.

e) Central Pay. ABDC makes EFT deposits to Customer’s account(s) after ABDC matches payment received from a Payor on Customer’s Network Provider(s)’ behalf with corresponding electronic EOBs, less fees and any other charges, withholds, or offsets imposed under the Agreement. For Network Providers in good standing with ABDC and Payors, ABDC makes commercially reasonable efforts to wire bank instructions within one (1) business day after receiving funds and matching EOBs. Notwithstanding the foregoing, ABDC may reduce the frequency of payments made to Network Providers that are not in good standing with ABDC and/or Payors, including without limitation, using commercially reasonable efforts to wire bank

instructions within one (1) week after receiving funds and matching EOBs.

f) Central Pay System. ABDC makes available a web-based portal with defined security protocols, for Customer to access, print and download EOBs, including Claim, payment and deposit detail for up to the prior thirty-six (36) months by Network Provider. Network Providers may also receive Claim reimbursement information via email, fax or mobile applications. Former Participants will lose access to Central Pay twelve (12) months after the last payment is received by a Payor.

g) Outside Reconciliation Vendors. As an alternative to the reconciliation services included under Elevate Advanced Features, ABDC collaborates with other pharmacy system and reconciliation service providers that meet ABDC's specifications ("Outside Reconciliation Vendors") and provides automated EOBs to Network Provider's Outside Reconciliation Vendor or for direct import into Network Provider's pharmacy system (not widely available). ABDC charges each Network Provider or its Outside Reconciliation Vendor a \$55.00 per month fee to provide automated EOBs.

#### **4. Customer Responsibilities**

a) Grant Authorization to ABDC. By enrolling in this Available Program, Customer represents and warrants that it has: (i) executed a Master Program Agreement with ABDC; and (ii) the legal authority to enter into the Master Program Agreement and all related Term Sheets for each Network Provider. Customer hereby grants its authority to ABDC: (1) to serve as its contracting agent to negotiate and execute Payor Contracts on behalf of Network Provider(s) pursuant to which Network Provider(s) will be bound and comply with all such terms and conditions; (2) to collect and receive on Network Provider's behalf, accounts receivable generated by billings and Claims for reimbursement; and (3) to deposit into ABDC's Central Pay account any remuneration provided under or in connection with Payor Contracts on behalf of Network Provider(s).

b) Acceptable Star Ratings. Certain Payors may use aggregate performance network-wide Star ratings as determinants in reimbursement formulas. Network Provider(s) must use reasonable efforts to achieve and retain an average star rating of 3.0 or higher.

c) Licensing, Training & Elevate Documents. Each Network Provider will comply with the Elevate Documents and with this Term Sheet. Elevate Documents and updates may be published on one or more web-based portals maintained by ABDC or Payors. Upon request, and upon Network Provider's execution of a non-disclosure form, ABDC will provide current copies of Elevate Documents applicable to Network Provider's participation hereunder, including applicable Payor Contracts, or direct Network Provider to online resources. As part of its applicable obligations required to remain in good standing: (i) each Network Provider, its pharmacists, and other employees will maintain and keep current all applicable licenses, authorizations, approvals, permits, and certifications necessary to provide Covered Services, including, without limitation, unrestricted licensure, accreditation, and/or certification from the U.S. Drug Enforcement Agency, each applicable board of

pharmacy, and as otherwise required under Payor Contracts; (ii) Customer will: (1) maintain and timely update any and all such information in Network Provider's NCPDP profile; and (2) timely provide evidence of any of the foregoing to ABDC or Payors upon request; and (iii) respecting specialized Covered Services, such as long-term care, compounding, home infusion, mail order, specialty drug or immunization, each Network Provider and its employees must meet applicable licensing, accreditation, training and other requirements and otherwise comply with applicable laws and obligations under the Elevate Documents.

d) Enrollment. Where Payor Contract enrollment requires additional materials to be submitted, Customer will promptly and accurately complete enrollment materials, initiate access for each authorized user, prevent disclosure or misuse of passwords, and promptly validate receipt of test deposits to its account for each Network Provider. Customer will promptly update such information on request and upon changes in Network Provider's ownership, licensing, disciplinary history, banking, payment instructions, or other information provided in enrollment materials and updates and otherwise comply with Program Guides. Not all Payors use Central Pay, and some require separate enrollment materials.

e) Outside Reconciliation Services. By directing ABDC to provide EOBs to its Outside Reconciliation Vendor, Customer authorizes ABDC as its business associate to provide protected health information and other Pharmacy Data and warrants to ABDC that it has all required agreements in effect for each Network Provider, including business associate agreements. Customer will promptly notify ABDC if any such agreement terminates so ABDC discontinues disclosure. Outside Reconciliation Vendors each determine pricing and features, which Customer must determine are compatible with its systems.

f) Dispute Liability. While ABDC may provide courtesy assistance with disputes under Paragraph 3(c), each Network Provider is solely responsible for its relationships with Payors, including responding to, defending and resolving any and all Payor disputes, whether relating to matters respecting payment or otherwise, including paying applicable legal expenses and any amounts owed as a result of a dispute. Customer must comply with applicable notice requirements in connection with Payor disputes as provided in Section 8 herein. Any such dispute notice shall include, without limitation, a description of the nature and extent of the dispute.

g) Central Payments and Offsets. As part of its applicable obligations required to remain in good standing, Customer agrees to not incur a negative balance in its Central Pay account with Elevate Network. Customer acknowledges and agrees that ABDC may withhold, delay, or offset Central Pay amounts owed to Network Provider(s) in the event of an audit, investigation, network and individual obligations related to Payor Contracts, or other disputed amount between the Payor and a Network Provider. Customer agrees to reimburse ABDC in full and to indemnify ABDC for any offset taken by a Payor against a Network Provider. In addition, ABDC may, in advance, reduce, delay, or offset any payments to a Network Provider, including without limitation payments from another Payor, if in ABDC's reasonable determination an anticipated

offset by a Payor may result in a negative balance for such Network Provider. In such a case, Customer expressly authorizes ABDC, at its discretion and based on its best judgement and information, to withhold an amount of funds which may be at issue between Network Provider and Payor. If Customer incurs a negative balance under Central Pay, ABDC may, at its option: (i) withhold funds from future payments until such time as such Network Provider's balance under Central Pay is zero dollars or above, (ii) debit Network Provider's bank account for the negative amount, or (iii) invoice Network Provider for such negative amount, which sum will be due and payable with five (5) days following Network Provider's receipt of invoice. Finally, without limiting ABDC's other legal rights, ABDC and its affiliates may withhold, delay or setoff Central Pay amounts owed to Network Provider, or take any other lawful actions, to recover any amount (including, but not limited to, principal, interest, costs, and reasonable attorneys' fees) owed by Customer to ABDC or its affiliates under this or any other agreements between ABDC or its affiliates and Customer, including but not limited to a Customer's distribution agreement or credit agreement with ABDC or its affiliates or its affiliates and/or any other master program agreement between Customer and ABDC's affiliates. Any forbearance or delay in the exercise of any right or remedy hereunder or as otherwise afforded by law will not be a waiver of or preclude the exercise of any such right or remedy.

h) Network-wide Aggregate Performance Payor Contracts. Customer acknowledges that reimbursement rates can be tied to individual and network-wide performance or financial metrics (such as brand and/or generic effective rates) that may result in periodic or post-year-end recoupments from Network Provider(s) to meet individual or aggregate network-wide financial obligations under certain Payor Contracts. Accordingly, if a Network Provider's performance under a network-wide Payor Contract has a materially adverse impact on the Elevate Network as a whole, Elevate may either initiate holds as outlined above to mitigate the adverse impact or seek to de-affiliate Network Provider from the Payor Contract or the Elevate Network as a whole. Network Providers that terminate prior to the end of the calendar year will be reconciled by ABDC pursuant to Section 10(c) below.

i) Elevate Network Goodwill. Because operation and appearance of each Network Provider reflects on other network providers and the Elevate Network, Customer will use its best efforts to operate each Network Provider with diligence and vigor, maintain the highest possible ethics, and maintain its facilities and personnel in a manner that is a credit to the community and reflects the high standards and quality of the Elevate Network, including, without limitation, interacting with and treating all customers and ABDC personnel in a respectful and professional manner.

j) Exclusivity; Payor Contracts. By enrolling as a Network Provider, Customer authorizes ABDC to be Network Provider(s)'s exclusive contracting entity for Payor Contracts and Central Pay for such Network Provider. A Network Provider may contract directly with certain Payors but ABDC may terminate this Term Sheet if an enrolled Network Provider designates another pharmacy services administration organization (PSAO) or other party as a contracting entity for

Payor Contracts and Central Pay without ABDC's prior written approval, with termination effective at the earlier of the date such designation is effective or thirty (30) days after ABDC's termination notice under this Paragraph 4(j).

k) Covered Services. Network Provider must provide Covered Services to all Members in accordance with the Elevate Documents and applicable laws.

l) Accept Payor Reimbursements. Customer authorizes ABDC to receive payment and EOBs from Payors for each Network Provider and make deposits to Customer's account(s) and initiate adjustments for entries as determined by ABDC or a Payor through a Network Provider audit or for obligations related to Payor Contracts, as determined by ABDC or a Payor in accordance with a Payor Contract. Customer will accept negotiated compensation, inclusive of copayments and charges, as full payment for Network Provider providing Covered Services.

m) Protect Confidential Information. Customer must protect all Confidential Information of ABDC and Payors, including methods of doing business, any information related to performance under Elevate Documents, and any lists of customers, clients, Payors, claim processors or other network providers, as required pursuant to Paragraph 7 of this Term Sheet, Paragraph 4.0 of Exhibit C (Provisions) and the Elevate Documents, and Customer may only use and disclose such Confidential Information as expressly permitted by the Elevate Documents. Except as expressly permitted by the Elevate Documents, Customer may not use or disclose any such Confidential Information for its own benefit, for the benefit of any other party, or for any other reason without ABDC's and/or Payors' prior written consent, as applicable.

n) Insurance Coverage. Customer will for each Network Provider maintain and provide evidence of commercial general liability insurance and professional liability insurance (including druggist's liability coverage) with limits of at least \$1,000,000 per incident and \$3,000,000 annual aggregate (or such higher limits as ABDC may reasonably require) for claims arising out of bodily injury, property damage, personal injury, advertising injury, and Covered Services, as well as such other insurance as required by Payors or applicable law. Such insurance will be underwritten on an "occurrence" basis covering activities, acts and omissions of Network Provider(s) and its personnel and will include ABDC and its corporate affiliates as additional insured. During the Term, such insurance will be evidenced by a certificate of insurance that provides ABDC with at least thirty (30) days' written notice of cancellation, non-renewal or material change. Customer will: (i) provide ABDC, or any Payor upon such Payor's request, with a copy(ies) of such policy(ies) and each renewal prior to expiration; and (ii) as part of its applicable obligations required to maintain in good standing, maintain and timely update such information in Network Provider's NCPDP profile. Any pharmacist or other healthcare professional providing Covered Services who is not separately insured by policies with similar coverage and limits must be covered on Network Provider's insurance. Lower limits in any Payor Contract or related material do not override coverage limits in this Paragraph 4(n).

o) EEO Requirements. Customer warrants that it's Network Provider(s) does not and will not discriminate against any



employee or applicant for employment because of race, creed, color, national origin, religion, gender, sexual orientation or preference, veteran status, handicap or as otherwise prohibited by law and will meet affirmative action obligations imposed by law.

p) Compliance with Distribution Agreement. Participation as a Network Provider is intended for Customers operating under a distribution agreement with ABDC naming ABDC as Network Provider's primary vendor of pharmaceutical products. Customer must be in compliance with the terms of its distribution agreement or Network Provider(s)'s participation in Elevate Network may be revoked.

q) Maintenance of NCPDP Profile. As part of its applicable obligations required to remain in good standing, Customer will maintain and timely update each Network Provider's NCPDP Service Provider Profile, Parts I and Parts II (as applicable per NCPDP), as required by ABDC, Payors, and the Elevate Documents.

## **5. Changes to Elevate Documents**

a) Terms. Customer's Network Provider(s) will comply with Elevate Documents which ABDC or a Payor may, as applicable, amend as it determines is appropriate in its sole discretion. As applicable, ABDC or the Payor will give Customer notice of material changes and an opportunity to accept such new provisions or to withdraw from the affected Elevate Document (to the extent permitted) or the Elevate Network. Elevate Documents and this Term Sheet are the entire agreement related to Customer's and its Network Provider's participation in the Elevate Network.

b) Conflicts, Superiority. For any conflict between this Term Sheet and any Elevate Document, the order of precedence (with the first being controlling) is: (i) the Elevate Documents comprising Payor materials; (ii) all other Elevate Documents; and (iii) this Term Sheet, unless specifically stated otherwise that this Term Sheet supersedes such conflict.

**6. Payor Contract Obligations**. Customer's obligations respecting Payor Contracts include but are not limited to the following:

a) Maintain Records. Customer will maintain for each Network Provider all records and other information required by law and the Elevate Documents. Without limiting the preceding sentence, Customer will maintain for each Network Provider adequate records and other information related to Covered Services provided to Members for seven (7) years or any longer period required by law or Elevate Documents.

b) Confidentiality. Customer and ABDC will each: (i) safeguard confidentiality of Member health records as required by the Agreement, Payor Contracts, and applicable law; and (ii) ensure that any subcontractors do so as required. Customer will ensure that each Network Provider complies with all applicable confidentiality requirements. As required, ABDC and Customer entered into a HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed).

c) Access to Records. To the extent permitted by the respective Payor Contract or other Elevate Document, Payors may examine and audit Network Provider's records and other

information that relates to Network Provider's participation in the Elevate Network.

d) General Compliance. Without in any way limiting Customer's obligations as otherwise provided herein, Customer shall comply with any and all Payor Contract requirements, including, without limitation, requirements respecting insurance and credentialing as provided in this Term Sheet and the Elevate Documents.

## **7. Use of Information**

a) Ownership of Confidential Information. As among Customer, ABDC and Payors, each party is the sole owner of its Confidential Information.

b) Use of Certain Data. Payors provide performance data for Covered Services, for both the Elevate Network in its entirety and individual Network Providers, to ABDC. Such information is Confidential Information that may be used and disclosed by ABDC if it safeguards confidentiality of Member health records.

c) Marketing and Benefit Information. ABDC and Payors may use each Network Provider's name, address, trademarks, logos, and other contact information in communications related to available benefits and information about Covered Services for Members. Customer may only refer to or list ABDC, Elevate Network, or Payors in advertising, media announcements or promotional or other material in compliance with this Term Sheet and Elevate Documents. Customer will promptly discontinue any such use if ABDC notifies Customer it is disapproved.

d) Pharmacy Data Authorization. Without in any way limiting, and in accordance with, Exhibit A of the Agreement: (i) Customer understands, acknowledges, and agrees that: (1) ABDC may receive and retain Pharmacy Data (including Claims and payment detail received from Payors) in the InSite pharmacy performance management system from ABDC for all Network Providers; and (2) de-identified data may be disclosed to third parties if Network Provider(s) is unidentifiable as its source; and (ii) Customer authorizes: (1) ABDC to receive Pharmacy Data from Payors and other Program Partners for each Network Provider, and to disclose and exchange such Pharmacy Data to and among Payors and other Program Partners in connection with Payor Contract activities; (2) access to and use of Pharmacy Data by ABDC and its managed care specialists in order to assist Customer, file a MAC price appeal with a Payor, measure Payor and Network Provider compliance and performance, improve negotiations and assist and promote Network Providers with Payors; (3) ABDC, as its business associate, to combine Pharmacy Data with similar data received as a business associate of multiple covered entities, and to use such cumulative data to prepare reports, analyses and compilations relating to business performance and market trends to benchmark Customer and other covered entities against peer groups to improve all parties' overall efficiency and performance of healthcare operations.

e) EQUIPP® Data Authorization. Customer authorizes ABDC to receive EQUIPP performance data from Pharmacy Quality Solutions, Inc. and to share the findings with members of ABDC's sales force and Customer's buying group (if any).

## 8. General

a) Independent Parties. Pursuant to Paragraph 8.5 of Exhibit C (Provisions), Network Provider, ABDC and each Payor are independent contractors. Customer is solely responsible for operating and maintaining its Network Provider's facilities, equipment and software and for providing Covered Services to Members. All medical, clinical and related decisions with respect to Covered Services are made solely by Customer and its personnel and not by ABDC or others. The relationship between a Member and Network Provider is subject to all requirements and privileges of the pharmacist-patient relationship.

b) Adverse Actions. In addition to fraud, waste and abuse or other periodic compliance attestations and any reporting obligations under Elevate Documents, Customer must immediately notify ABDC, via email at Elevate\_audits@amerisourcebergen.com, if: (i) Customer or Network Provider initiates, anticipates, or otherwise becomes subject to an appeal, dispute, or other legal process, including, without limitation, state or federal governmental investigation, arbitration, or other legal action, involving a Payor or otherwise relating to participation in an Available Program, or otherwise is or becomes obligated to produce documents, testimony, and/or information in connection therewith, whether pursuant to a subpoena, state or federal governmental demand (e.g., civil investigative demand, etc.), or otherwise; (ii) its Network Provider's pharmacy license is suspended, challenged, or otherwise threatened; (iii) any action or restriction, such as actions or restrictions implemented by governmental agencies, bodies or other instrumentalities (e.g., law enforcement seizure, etc.), may affect Network Provider(s)' ability to meet its obligations, such as those required by a Payor, licensing agency (board of pharmacy, DEA, etc.), or other regulatory body; (iv) it or any owner, Network Provider, or employee is or becomes an excluded entity or individual on an HHS-OIG or comparable federal or state list(s) for Medicare, Medicaid, General Services Administration (GSA) System for Award Management (SAM) and other healthcare services; or (v) any other occurrence may adversely impact Network Provider's participation under a Payor Contract or ability to perform its obligations and/or otherwise comply with the Elevate Documents (collectively, "Adverse Actions"). Without limiting the foregoing, Customer must also comply with any separate reporting obligations required of Network Providers by Payors with respect to Adverse Actions or other events as provided in the Elevate Documents.

## 9. Termination

a) Termination. In addition to termination without cause under the Agreement, the parties may terminate for cause pursuant to Paragraph 4(h) of this Term Sheet or Paragraph 5.0 of Exhibit C (Provisions). Additionally, ABDC may terminate for cause upon written notice to Customer if Customer or its Network Provider(s) fails to perform, in any material respect, its obligations under Elevate Documents and its failure is not cured within 30 days (or any shorter cure period in a Payor Contract or related material). Such notice will describe the nature of the failure and action required to cure the default, if a cure is possible. ABDC may immediately and in its sole discretion terminate a Payor Contract with respect to a Network

Provider upon notice to Network Provider(s) ("De-Affiliation"). Upon Network Provider's De-Affiliation from a particular Payor Contract, such Network Provider will no longer receive Central Payments from that Payor and will need to contract directly with such Payor to remain in the Payor's network.

b) Immediate Termination. Notwithstanding anything to the contrary contained herein, ABDC or a Payor may terminate an Elevate Document immediately with respect to a Network Provider, and ABDC may terminate this Term Sheet immediately, without advanced notice, if Network Provider: (i) provides a product or service to any Member that is contaminated, adulterated or does not otherwise meet legal or professional standards; (ii) violates any federal, state or local law applicable to compounding, sale, dispensing, storage, packaging or use of products or services to Members; (iii) cannot provide Covered Services due to an Adverse Action or otherwise; (iv) commits an act or omission that gives a Payor the right to immediately terminate Network Provider from a Payor Contract as determined by the Elevate Documents; or (v) incurs a negative balance in its Central Pay account with Elevate Network.

c) Effect. Termination of this Term Sheet in its entirety by ABDC will terminate Network Provider as to all Payor Contracts. Termination by ABDC or a Payor of one or more Network Providers will not cause termination of other Network Providers. Termination by one Payor of a Network Provider will not result in termination of other Payors as to that Network Provider. Termination of this Term Sheet or a Payor Contract with respect to either a Network Provider or a Former Participant for any reason shall not affect the rights and obligations of the Payor, Network Provider, and/or Former Participant arising out of any transactions occurring prior to the effective date of such termination. In the event a Network Provider and/or Former Participant(s) has incurred financial obligations to a Payor under a Payor Contract from the Elevate Network, such Former Participant acknowledges and agrees that such applicable Payor is permitted to deduct such financial obligations from Payors' then current financial obligations to such Former Participant or Network Provider.

## 10. Termination Obligations

a) Withholding for Payor Obligations. Upon notice of termination to a Network Provider of this Term Sheet for any reason, ABDC will withhold: (i) a security deposit of \$10,000 or 10% of such Network Provider's prior 12-month average deposits, whichever is greater ("Security Deposit"), to cover typical post-termination Payor adjustments and obligations; and (ii) any amounts necessary to satisfy Former Participant's reasonably anticipated or then outstanding liabilities to ABDC or a Payor under Paragraphs 4(g), (h) and (l) (e.g., audit, Claim reversals, BER, GER, and/or DIR, etc.) based on best available data.

### b) Post-Termination Deposits and Security Deposits.

Notwithstanding Paragraph 5.2 of Exhibit C (Provisions), ABDC will make EFT deposits under Paragraph 3(e) to Former Participant to extent that the net balance exceeds its Security Deposit and any amounts withheld under Paragraphs 4(g), (h), (l), and 10(a)(2). ABDC may charge Former Participant a nominal processing fee for each deposit after termination.



Subject to reduction or delay under this Paragraph 10(b) or Paragraphs 4(g), (h), and (l), ABDC will pay Former Participant any remaining Security Deposit once there has been no account activity for 180 days, and any outstanding obligations have been satisfied, or invoice Former Participant any negative amount, which Former Participant shall promptly pay. Any new Payor activity post termination will restart the 180-day time period. By way of example, if there is Payor activity at day 179 following Former Participant's termination from the Elevate Network, the 180-day clock will begin again, and will continue to be reset each time there is new Payor activity. Notwithstanding anything herein to the contrary, in ABDC's discretion, at the end of the initial 180 days, ABDC may evaluate the account's activity and reduce some or all of Former Participant's Security Deposit.

c) Reconciliation of Aggregate Network-Wide Performance Payor Contracts. The amount owed by Former Participant shall be determined by ABDC based on data provided to ABDC by the applicable Payor(s). ABDC's resulting calculation shall constitute the final allocation of financial liabilities owed by such Former Participant to a Payor under such Payor Contract for the applicable time period.

ABDC has the discretion to initiate a final allocation of all Former Participant's liabilities owed to a Payor under an aggregate network-wide performance Payor Contract.

The financial liabilities owed by a Former Participant to a Payor may be recouped by ABDC through: (i) withholding funds under Section 4(g) or Section 10; (ii) invoicing a Former Participant; and/or (iii) permitting the direct recoupment by a Payor from the Former Participant's then current payments.

Upon ABDC's final allocation to a Former Participant, in the event that any previously withheld funds under Section 10(a)(ii) exceed the amount of ABDC's final allocation of financial liabilities and all other liabilities owed, ABDC will release any excess funds to Former Participant.

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## 11. Definitions

a) **Central Pay** is the central payment system implemented by Elevate Network.

b) **Covered Service** is a Network Provider's (i) dispensing of a covered drug or device to a Member, pursuant to a prescription when required by law; and/or (ii) providing of such other covered services and/or benefits under a Payor Contract in accordance with applicable law, in each case pursuant to Elevate Documents and for which Customer accepts Payor's compensation and any copayment as full payment.

c) **Claim** is a Network Provider's claim to be paid for providing a Covered Service to a Member.

d) **Elevate Documents** means the Master Program Agreement and related Exhibits, and Program Guides, Payor Contracts and related material, including Payors' provider manuals and Provider Plan Specifications.

e) **EOBs** mean explanation of benefits/remittance advice, 835 file or other electronic remittance advice.

f) **Former Participant** is a former Network Provider of the Elevate Network.

g) **Member** is an eligible person covered by Provider Plan Specifications, including primary beneficiaries and, if permitted, their eligible and enrolled dependents.

h) **Network Provider** means Customer's Pharmacy(ies) and other dispensing site(s), as identified by NCPDP number.

i) **Payor** is an entity that has entered or will enter into a Payor Contract with ABDC, including: (i) a pharmacy benefit manager, health plan, or other third party that sponsors or administers prescription drug programs or health benefit plans and/or is primarily responsible for processing and paying Claims; (ii) a prescription drug discount company; and/or (iii) a workers' compensation processing company. From time to time under one or more Elevate Document, ABDC may also be a Payor that contracts with Network Providers as part of providing its pharmacy benefit plan administration services.

j) **Provider Plan Specifications** are written descriptions of a Payor's pharmacy benefit plan describing Covered Services, coverage exclusions, service limits and other requirements. ABDC or a Payor may add new Provider Plan Specifications or amend existing ones on 30 calendar days' notice to Customer or such other period specified in a Payor Contract.



## Elevate Advanced Features Term Sheet

**1. Program Description**

Elevate Advanced Features is a suite of services designed to assist Customer with its healthcare operations including treatment, payment, and healthcare operations activities.

In order for ABDC and its Program Partners (as defined below) to provide Customer with the services under this Term Sheet Customer must authorize ABDC to receive Customer's Pharmacy Data directly from Customer or indirectly from third parties supporting or participating in the Available Programs, including, without limitation, Customer's designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, Change Healthcare (a part of Optum®, "Change Healthcare"), or other claims switching services provider approved by ABDC in writing, EnlivenHealth (formerly known as FDS AMPLICARE), IQVIA, InSite, Retail Insights and Outcomes Operating, Inc. (formerly known as Prescribe Wellness, "Outcomes") or other patient services provider approved by ABDC in writing (collectively, "**Program Partners**").

**2. Pricing**

Premier: Included; no additional fee.

GNP: \$189/month or included under Elevate Provider Network.

Other: \$189 /month or included under Elevate Provider Network.

*Additional data fees may apply for stores that use alternative, approved switch service providers for Elevate Advanced Features.*

**3. Program Prerequisites**

a) Claims Switching. ABDC's current Program Partner for claims switching services is Change Healthcare. ABDC reserves the right to change Program Partners at any time. Unless otherwise approved in advance and in writing by ABDC, Customer's Network Provider(s) must utilize Change Healthcare as its claims switching services provider and is responsible for claim switching service fees from Change Healthcare or other approved claim switching services provider (or indirectly through its participating system vendor). Claim switching service fees are not included as a part of this Available Program; provided, however, that to the extent that ABDC changes its fee structure, ABDC will provide Customer 60 days' prior notice. For the avoidance of doubt, Customer's Network Provider(s) may only utilize an alternative claims switching services provider upon obtaining ABDC's prior approval in writing.

b) System Vendor Collaboration. Customer's Network Provider(s) designated pharmacy system vendor and designated point-of-sale system vendor must be participating system vendors with ABDC and must collaborate with ABDC and ABDC's Program Partners.

c) Customer System Configuration. Customer must cooperate with its participating system vendor and ABDC's Program Partners to initiate and maintain the configuration changes necessary to meet applicable Available Program requirements.

d) HIPAA Compliance. As required, ABDC and Customer have entered into a HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed).

**4. Data Authorization**

a) Authorization to Receive Pharmacy Data. Customer authorizes ABDC to receive Pharmacy Data provided by or on behalf of Customer either directly from Customer or indirectly from the Program Partners.

b) Authorization and Direction to Exchange Data. Customer authorizes and directs ABDC and the Program Partners to use and exchange Pharmacy Data on Customer's behalf to support Customer's participation in the Available Programs.

c) Written Consent. Enrolling in and activating the Available Program services constitutes Customer's written consent under the applicable HIPAA Business Associate Agreement or similar document between Customer, ABDC and/or Program Partners and participating system vendors for the use and exchange of Pharmacy Data on Customer's behalf.

d) Receipt and Use of Pharmacy Data. ABDC's receipt and use of Pharmacy Data is subject to the terms of the program documentation applicable to the specific Available Programs in which Customer enrolls (collectively, "**Program Documentation**"), such as the parties' Master Program Agreement and accompanying Data Protection Provisions, HIPAA Business Associate Agreement and Term Sheets. Customer acknowledges that in conformance with the Program Documentation, ABDC associates with a need to know may access and use Pharmacy Data including protected health information to assist Customer in its treatment, payment, and healthcare operations activities. This authorization will automatically terminate thirty (30) days after Customer's Network Provider(s) cease its participation in the Available Programs.

**5. Advanced Features Description**

a) PPE and Data Capture Services from Change Healthcare. ABDC works with Change Healthcare to enhance and extend its pre and post edit services with custom edits. Claim transactions are captured and furnished to ABDC. In addition, Change Healthcare makes portions of the solutions accessible through a web-based portal and offers optional services such as payer compliance re-billing and electronic medical claims billing for immunization services. See Term Sheet 2A.

b) Claim Reconciliation Services from EnlivenHealth. ABDC works with EnlivenHealth to provide claims reconciliation and related services through a web-based

portal to track and resolve the accurate payment of third-party claims. See Term Sheet 2B.

c) OutcomesOne from Outcomes. ABDC works with Outcomes to provide an optional, web-based patient care services solution offering real-time analytics and ongoing management tools designed to assist subscribing pharmacies in improving, among other things, patient health outcomes, patient adherence, and clinical services. See Term Sheet 2C.

d) EnlivenHealth Tools and Amplicare Clinical Solution from EnlivenHealth. ABDC works with EnlivenHealth to provide a web-based tool providing consolidated information relating to the practice of pharmacy and an optional, web-based patient care services solution designed to assist subscribing pharmacies in improving, among other things, patient health outcomes and offering new patient care services. See Term Sheet 2D.

e) InSite from ABDC. Pharmacy Data received by or on behalf of Customer is loaded to InSite from ABDC, a proprietary data analytics system used to measure and compare pharmacy performance. See Term Sheet 3.

*All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement or Elevate Provider Network Term Sheet, as applicable.*



## PPE Solutions Term Sheet

### 1. Program Description

ABDC has been appointed as a reseller of pre and post-edit and other services of “**Change Healthcare**” and works with Change Healthcare (a part of Optum®), as a Program Partner, to enhance and extend these services through means such as the use of custom edits and data capture for participation in ABDC programs (“**PPE Solutions**”). ABDC and Change Healthcare provide the PPE Solutions to assist Customer with its healthcare operations including aiding in the accurate submission of claims for third party reimbursement. PPE Solutions consists of a series of edits providing financial, administrative and legal compliance reviews on prescription claims prior to being forwarded to, and another series of edits on responses received from, Payors. In addition to the integration of PPE Solutions with Customer’s systems, Change Healthcare makes portions of the solutions accessible through web-based tools, including on-demand reports. Optional services of Change Healthcare offered through ABDC include payer compliance re-billing and electronic medical claims billing for immunization services, and are also subject to this Term Sheet.

### 2. Pricing

a) The fees for PPE Solutions are covered as part of the Advanced Features of the Elevate Provider Network (Term Sheet 2). Additional fees may apply for stores processing more than 10,000 claims in a month.

b) If Customer opts to participate in Change Healthcare’s optional services respecting payer compliance re-billing, electronic medical claims billing for immunization services, or other services, additional fees will apply at the following negotiated pricing:

- Payer Compliance Claims: \$1.00 per successful claim
- MedRx Immunization Claims: \$1.00 per successful claim
- Other Services: Prevailing rate

### 3. Obligations of Customer

a) To participate in PPE Solutions, Customer must utilize Change Healthcare as its switch provider and participate in InSite from ABDC (Term Sheet 3).

b) Customer is responsible for claim switching service fees from Change Healthcare (or indirectly through its participating system vendor), which fees are not included as a part of this Program.

c) Customer must cooperate with its participating system vendor and Change Healthcare to initiate the configuration changes that participating system vendor has made to meet program requirements.

d) Customer appoints ABDC and Change Healthcare as its agents for providing and performing the PPE Solutions.

e) Customer will transmit all prescription claims and transactions in compliance with the procedures, data element standards, formats, codes, protocols, rules and edits set forth in

the then relevant specifications agreed upon by Change Healthcare and ABDC for implementation of the PPE Solutions (“**PPE Specifications**”).

f) Customer shall conform Customer’s system to changes in the PPE Specifications resulting from any non-optional feature, enhancement, product or module furnished to Customer without charge by Change Healthcare, and Customer must comply with the applicable timeline designated by Change Healthcare (which cannot be less than ninety (90) days).

g) Customer will use the PPE Solutions in accordance with applicable laws and regulations, this Term Sheet, the PPE Specifications and other conditions established by ABDC and Change Healthcare from time to time as set forth in any manuals, materials, documents, or instructions furnished by ABDC or Change Healthcare to Customer (“**PPE Materials**”).

h) Customer will ensure that all data supplied by Customer is correct, complete, and in the proper format as set forth in the PPE Specifications and PPE Materials. Customer is responsible for correcting any incorrect, incomplete or non-formatted data (or reimbursing Change Healthcare for its reasonable costs to do the same).

i) Customer will comply with ABDC’s and Change Healthcare’s procedures to secure any authorizations then required by applicable law or industry practice in connection with its transmission process, and to maintain prescription claims data transmitted through the PPE Solutions and afford access thereto in accordance with procedures then required by applicable law or industry practice.

j) Customer will permit ABDC and Change Healthcare to confirm Customer’s compliance with Customer’s obligations pursuant to this Term Sheet.

k) With regard to the use and/or disclosure of “Protected Health Information” (as defined in Title 45 parts 160 through 164 of the United States Code of Federal Regulations) by ABDC or Change Healthcare, Customer will: (i) obtain any consent, authorization or permission that may be required by the Privacy Regulation (as defined in Section 6 below) or any other applicable federal, state or local laws and/or regulations prior to furnishing ABDC or Change Healthcare the Protected Health Information pertaining to an individual; and (ii) not furnish to Change Healthcare any Protected Health Information that is subject to any arrangements permitted or required of Customer, including but not limited to, arrangements agreed to by Customer under 45 C.F.R. § 164.522 that may impact in any manner the use and/or disclosure of Protected Health Information by Change Healthcare under this Term Sheet.

l) Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose Protected Health Information in the manner that ABDC and Change Healthcare are authorized to use and disclose Protected Health Information under this Term Sheet.



#### 4. Obligations of Change Healthcare

a) Change Healthcare will provide the PPE Solutions as provided in the PPE Specifications and PPE Materials and in accordance with applicable laws and regulations.

b) Change Healthcare shall have no responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or disputes between a third party payor or plan and Customer, for any liability for the acts of a third party payor or plan and/or Customer that violate the Social Security Act and related regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond Change Healthcare's transmission of data.

c) Change Healthcare will:

(i) maintain and make available its internal practices, books and records relating to the use and/or disclosure of Protected Health Information to the Secretary of HHS for purposes of determining Customer's compliance with the Privacy Regulation;

(ii) document and, within thirty (30) days of receiving a written request from Customer, make available to Customer such information necessary for Customer to make an accounting of disclosures of an individual's Protected Health Information in accordance with 45 C.F.R. § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c);

(iii) within fifteen (15) days of receiving a written request from Customer, make available Protected Health Information, in accordance with 45 C.F.R. § 164.524, as necessary for Customer to respond to individuals' requests for access to Protected Health Information about them, including, as of September 23, 2013, providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the Protected Health Information in Change Healthcare's possession constitutes a Designated Record Set; and

(vi) within thirty (30) days of receiving a written request from Customer, incorporate any amendments or corrections to the Protected Health Information in accordance with 45 C.F.R. § 164.526, to the extent that the Protected Health Information in Change Healthcare's possession constitutes a Designated Record Set.

d) Upon the termination of the PPE Solutions, Change Healthcare will return or destroy all Protected Health Information, including such information in the possession of Change Healthcare's subcontractors, if it is feasible to do so. If return or destruction of said Protected Health Information is not feasible, Change Healthcare will extend any and all protections, limitations and restrictions contained in this Term Sheet to Change Healthcare's use and/or disclosure of any Protected Health Information retained after the termination of the PPE Solutions, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

#### 5. License

Subject to this Term Sheet, Change Healthcare hereby licenses to Customer a personal, nonexclusive, nontransferable end user license for so long as Customer utilizes the PPE Solutions in compliance with the PPE Specifications and PPE Materials.

#### 6. Compliance

a) Change Healthcare, ABDC and Customer desire to meet their obligations, to the extent applicable, under the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Regulation**") and the Health Insurance Reform: Security Standards (the "**Security Regulation**") published by the U.S. Department of Health and Human Services ("**HHS**") at 45 C.F.R. parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**").

b) Except as otherwise specified herein, Change Healthcare and ABDC may make any and all uses and disclosures of Protected Health Information created, maintained or transmitted from or on behalf of a Customer necessary to perform the PPE Solutions. Change Healthcare may perform Data Aggregation services for the Health Care Operations of Customer.

c) Unless otherwise limited herein, Change Healthcare and ABDC may: (i) consistent with 45 C.F.R. § 164.504(e)(4), use and disclose the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Change Healthcare or ABDC, provided that (a) the disclosures are required by law; or (b) any third party to which Change Healthcare or ABDC discloses Protected Health Information for those purposes provides reasonable assurances that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and the third party promptly will notify Change Healthcare and ABDC of any instances of which it becomes aware in which the confidentiality of the information has been breached; and (ii) de-identify any and all Protected Health Information in accordance with 45 C.F.R. § 164.514(b).

d) Customer acknowledges and agrees that de-identified information is not Protected Health Information and that each of Change Healthcare and ABDC on behalf of itself and/or its affiliates may use such de-identified information for any lawful purpose and consistent with this Term Sheet.

e) ABDC may amend this Term Sheet to give effect to any amendment to any provision of HIPAA, or its implementing regulations set forth at 45 C.F.R. parts 160 through 164, or other applicable law.

f) The parties' obligations under this Term Sheet will be construed in light of any interpretation and/or guidance on HIPAA, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time. Regulatory citations are to the United States Code of Federal Regulations Title 45 parts 160 through 164, as interpreted and amended from time to time by HHS, for so long as such regulations are in effect. Unless otherwise specified, all capitalized terms not otherwise defined shall have the meaning established for purposes of Title 45



parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.

## **7. Warranties and Limitations**

a) ABDC, on behalf of Change Healthcare, warrants that the PPE Solutions will substantially conform in all material respects to its published specifications. Customer's sole remedy for breach of the foregoing warranty is for ABDC to use reasonable efforts to cause Change Healthcare to use commercially reasonable efforts to attempt to correct such flaw in a timely manner, to the extent that such flaw is due to the malfunction of Change Healthcare's computer, operating systems, programs, or to errors by Change Healthcare's employees. This warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim which results, in whole or in part, from changes in the operating characteristics of computer hardware or computer operating systems made after the release of the applicable PPE Solutions, or which results from problems in the interaction of PPE Solutions with non-Change Healthcare software or equipment, or from a breach by Customer of any of its obligations hereunder.

b) EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 7, THERE ARE NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE PPE SOLUTIONS, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

## **8. Exclusions of Consequential Damages and Limitations of Liability**

a) NEITHER ABDC NOR CHANGE HEALTHCARE GUARANTEES THE PAYMENT OR THE TIMING OF PAYMENT OF ANY CLAIMS SUBMITTED THROUGH THE PPE SOLUTIONS. PAYMENT REMAINS THE RESPONSIBILITY OF THE PARTICULAR PAYOR OF HEALTH CARE SERVICES AND/OR SUPPLIER TO WHICH THE CUSTOMER IS SUBMITTING.

b) CUSTOMER ACKNOWLEDGES THAT THE PPE SOLUTIONS ARE PROVIDED SOLELY BY CHANGE HEALTHCARE.

c) NEITHER ABDC NOR CHANGE HEALTHCARE SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE PPE SOLUTIONS AND CUSTOMER'S USE OF THE PPE SOLUTIONS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d) ABDC'S AND CHANGE HEALTHCARE'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS TERM SHEET AND WITH RESPECT TO THE PPE SOLUTIONS (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE VALUE OF THE PPE SOLUTIONS GIVING RISE TO THE

CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE AMONG THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN AMONG THE PARTIES.

e) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS TERM SHEET OR THE MASTER PROGRAM AGREEMENT SHALL LIMIT CHANGE HEALTHCARE'S LIABILITY FOR (I) FRAUDULENT MISREPRESENTATION, (II) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

f) Any claim against ABDC or Change Healthcare by Customer must be asserted in writing within thirty (30) days after Change Healthcare should have transmitted information received from a Customer or the transmission of inaccurate information on which the claim is based, whichever is applicable. Customer hereby agrees to promptly supply to Change Healthcare documentation reasonably requested by Change Healthcare to support any claim of Customer.

g) No party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

h) The provisions of this Section 8 shall control over any conflicting provision elsewhere in the Master Program Agreement.

*All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement or Elevate Provider Network Term Sheet, as applicable.*



## Claim Reconciliation Services Term Sheet

### 1. Program Description

a) ABDC works with EnlivenHealth (formerly known as FDS AMPLICARE, Inc.) (“**EnlivenHealth**”), as a Program Partner, to provide claims reconciliation and related services through a web-based portal for review of claim reconciliation opportunities (“**Reconciliation Services**”) for up to the prior 24 months by Network Provider. ABDC and EnlivenHealth provide this solution to aid Customer in its payment and healthcare operations activities including measuring the accuracy of third-party claim payments (“**Healthcare Operations**”). ABDC and EnlivenHealth make portions of the solutions accessible through web-based tools, including on-demand reports and training materials. Through the Elevate Help Desk, ABDC also provides email templates that enable a Pharmacy to dispute a claim that has not been paid or that has been underpaid and helpful hints based on the context of the activity of the user to help Customer identify possible reasons for disputed claims.

b) ABDC will furnish to EnlivenHealth the claims data Customer’s Network Provider(s) submits through the Change Healthcare claims switch services, or other claims switching services provider approved by ABDC in writing, via Network Provider’s system vendor (“**Claims Data**”) to match Network Provider’s claims to Network Provider’s payment remittance data received by ABDC from various Payors (“**Remittance Data**”).

c) An optional service offered by EnlivenHealth provides enhanced reconciliation services in which a EnlivenHealth analyst will conduct activities normally conducted by a Network Provider’s staff including chasing certain underpaid claims on behalf of Customer (“**EnlivenHealth Concierge Solutions**”). EnlivenHealth Concierge Solutions are subject to the terms and conditions agreed upon directly between Customer and EnlivenHealth.

### 2. Pricing and Availability

Premier: Included; no additional fee  
GNP: Included in Elevate Advanced Features  
Elevate: Included in Elevate Advanced Features  
Other: Not available

Additional fees may apply for stores processing more than 10,000 claims in a month.

a) Should Customer request reconciliation for previous Claims Data or Remittance Data dating prior to the beginning of the provision of Reconciliation Services to Customer, EnlivenHealth will attempt to retrieve such data and EnlivenHealth will invoice Customer directly for any costs associated with such retrieval.

b) If Customer opts to have its Network Provider(s) participate in EnlivenHealth Concierge Solutions, Customer will enter into an agreement directly with EnlivenHealth and be invoiced directly by EnlivenHealth for EnlivenHealth Concierge Solutions. The Fees for EnlivenHealth Concierge Solutions are in addition to the fees charged for Advanced Features, and are available at the negotiated price of \$199.00 per month per store.

### 3. Customer Obligations

a) Unless specifically authorized otherwise, Network Provider(s) must participate in InSite from ABDC (Term Sheet 3) and PPE Solutions (Term Sheet 2A).

b) Customer authorizes and directs ABDC to furnish Claims Data and Remittance Data to EnlivenHealth for Network Provider(s) for the purpose of providing Reconciliation Services. Customer further authorizes ABDC to use its data, including Claims Data and Remittance Data and PHI, for program administration, including measuring Payor compliance across ABDC customers. Customer acknowledges and agrees that de-identified information is not PHI and that each of EnlivenHealth and ABDC on behalf of itself and/or its affiliates may use such de-identified information for any lawful purpose and consistent with the terms and conditions of this Term Sheet.

c) Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose PHI in the manner that ABDC and EnlivenHealth are authorized to use and disclose PHI under this Term Sheet.

d) Customer will comply with ABDC’s and EnlivenHealth’s procedures to secure any authorizations then required by applicable law or industry practice in connection with its transmission process.

e) For claims submitted to Payors not contracted with Elevate, EnlivenHealth will obtain electronic remittance advices directly based on the Payor’s ability and willingness to provide such remittance advices.

f) Customer acknowledges that EnlivenHealth will only be able to reconcile remittance advices received directly by the Customer if uploaded or keyed in manually by Customer to the EnlivenHealth system.

g) Customer will use the Reconciliation Services in accordance with applicable laws and regulations and the reasonable conditions, rules, and regulations established by ABDC and EnlivenHealth from time to time and as set forth in any manuals, materials, documents, or instructions furnished by ABDC or EnlivenHealth to Customer, provided the same are not in conflict with any provisions of the Master Program Agreement or this Term Sheet (“**Reconciliation Materials**”).

h) Notwithstanding the provision of Reconciliation Services under this Term Sheet, Network Provider is ultimately responsible for submitting accurate claims to and receiving accurate reimbursement from Payors, and for responding to, defending and resolving such disputes (including legal expenses).

### 4. EnlivenHealth and ABDC Obligations

a) EnlivenHealth will provide the Reconciliation Services as provided in this Term Sheet and the Reconciliation Materials and in accordance with applicable laws and regulations.

b) EnlivenHealth will use due care in performing all Reconciliation Services and will use its best efforts to correct any errors to the extent that such errors are due to the malfunction of EnlivenHealth’s systems or to errors by EnlivenHealth’s

employees or agents. Corrections shall be limited to rerunning of jobs or recreation of data or program files.

c) EnlivenHealth will make webinars or similar training opportunities available to Customer on the use of Reconciliation Services.

d) If Network Provider participates in EnlivenHealth's commercial reconciliation offering prior to joining Elevate or signing up for Reconciliation Services, Customer authorizes ABDC and EnlivenHealth to terminate its then current agreement with EnlivenHealth and to enroll Network Provider in Reconciliation Services. EnlivenHealth will release Network Provider from any existing agreement.

e) ABDC will provide assistance with Reconciliation Services through its Elevate help desk, available during normal business hours.

## **5. License**

Subject to this Term Sheet, EnlivenHealth hereby licenses to Customer a personal, nonexclusive, nontransferable end user license for each Network Provider for so long as such Network Provider utilizes the Reconciliation Services in compliance with the Reconciliation Materials.

## **6. Warranties and Limitations**

a) ABDC, on behalf of EnlivenHealth, warrants that the Reconciliation Services will substantially conform in all material respects to its published specifications. Customer's sole remedy for breach of the foregoing warranty is for ABDC to use reasonable efforts to cause EnlivenHealth to use commercially reasonable efforts to attempt to correct such flaw in a timely manner, to the extent that such flaw is due to the malfunction of EnlivenHealth's computer, operating systems, programs, or to errors by EnlivenHealth's employees. This warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim which results, in whole or in part, from changes in the operating characteristics of computer hardware or computer operating systems made after the release of the applicable Reconciliation Services, or which results from problems in the interaction of Reconciliation Services with non-EnlivenHealth software or equipment, or from a breach by Customer of any of its obligations hereunder.

b) EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 6, THERE ARE NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE RECONCILIATION SERVICES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

## **7. Exclusions of Consequential Damages and Limitations of Liability**

a) ABDC and EnlivenHealth shall not be liable for any errors occurring as a result of failure by Customer to comply with this Term Sheet or the Reconciliation Materials.

b) EnlivenHealth and ABDC shall have no responsibility for determining the accuracy of any claim submitted, for settling disputed claims, for settling disputed payments, for settling disagreements or dispute between a Payor and Customer, for any

liability for the acts of a Payor and/or Customer that violate the Social Security Act and related regulations and/or guidelines, or for any liability foreseeable or otherwise occurring beyond EnlivenHealth's transmission of data.

c) NEITHER ABDC NOR ENLIVENHEALTH GUARANTEES THE PAYMENT OR THE TIMING OF PAYMENT OF ANY CLAIMS SUBMITTED THROUGH THE RECONCILIATION SERVICES. PAYMENT REMAINS THE RESPONSIBILITY OF THE PARTICULAR PAYOR OF HEALTH CARE SERVICES AND/OR SUPPLIER TO WHICH THE CUSTOMER IS SUBMITTING.

d) CUSTOMER ACKNOWLEDGES THAT THE ENLIVENHEALTH CONCIERGE SOLUTIONS ARE PROVIDED SOLELY BY ENLIVENHEALTH.

e) NEITHER ABDC NOR ENLIVENHEALTH SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE RECONCILIATION SERVICES AND CUSTOMER'S USE OF THE RECONCILIATION SERVICES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ABDC'S AND ENLIVENHEALTH'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS TERM SHEET AND WITH RESPECT TO THE RECONCILIATION SERVICES (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE VALUE OF THE RECONCILIATION SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE AMONG THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN AMONG THE PARTIES.

f) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS TERM SHEET OR THE MASTER PROGRAM AGREEMENT SHALL LIMIT ENLIVENHEALTH'S LIABILITY FOR (I) FRAUDULENT MISREPRESENTATION, (II) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

g) Any claim against ABDC or EnlivenHealth by Customer must be asserted in writing within thirty (30) days after EnlivenHealth should have processed information received from a Customer or the transmission of inaccurate information on which the claim is based, whichever is applicable. Customer hereby agrees to promptly supply to EnlivenHealth documentation reasonably requested by EnlivenHealth to support any claim. No party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

h) No party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions,

fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

i) The provisions of this Section 7 shall control over any conflicting provision elsewhere in the Master Program Agreement.

*All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement or the Elevate Provider Network Term Sheet.*





## Outcomes Term Sheet

### 1. Program Description

a) ABDC works with Outcomes, as a Program Partner, to provide an optional web-based patient care services solution (the “Outcomes PCS Solution”) offering real-time analytics and ongoing management tools designed to assist subscribing pharmacies in improving, among other things, patient health outcomes, patient adherence, and clinical services. The Outcomes PCS Solution is currently made available through Prescribe Wellness functionality but will be transitioned to OutcomesOne Premium.

b) Enrollment in the Outcomes PCS Solution is optional, and Customer may enroll through ABDC or directly through Outcomes, as provided more fully in this Term Sheet; provided, however, that Customer may not enroll in the Outcomes PCS Solution through ABDC to the extent that Customer is enrolled in the Amplicare Clinical Solution (as defined under Term Sheet 2D) through ABDC. Enrollment in the Outcomes PCS Solution requires, among other things, the execution of an agreement directly with Outcomes and completion of an applicable enrollment form with ABDC.

### 2. Pricing

a) Fees for the Outcomes PCS Solution are in addition to the fees charged for Elevate Advanced Features (see Term Sheet 2), will be invoiced directly by Outcomes, and may be increased by up to Five Percent (5%) annually. Applicable fees to be paid by Customer may vary and are dependent upon the manner in which Customer enrolls in the Outcomes PCS Solution and applicable Outcomes PCS Solution modules chosen by Customer. If Customer enrolls in the Outcomes PCS Solution directly through Outcomes, Customer will pay Outcomes’ prevailing rates. Alternatively, to the extent that Customer enrolls in the Outcomes PCS Solution through ABDC, remains affiliated with ABDC, maintains on file with ABDC an active and valid Outcomes PCS Solution enrollment form, and otherwise satisfies all applicable requirements, including, without limitation, utilization requirements provided under Section 3(h) below, Customer will pay the following rates for the following Outcomes PCS Solution modules:

- OutcomesOne Premium (formerly PEC):  
\$49/store/month
- OutcomesOne Premium + Vaccine: \$129/store/month
- OutcomesOne Complete: \$249/store/month

b) For the avoidance of doubt, the fees to be paid by Customer for the Outcomes PCS Solution are subject to increase if Customer enrolls in the Outcomes PCS Solution through ABDC and fails to satisfy the conditions and requirements provided in Section 2(a) above.

### 3. Obligations of Customer

a) To access the Outcomes PCS Solution, Customer must sign a HIPAA Business Associate Agreement directly with Outcomes and timely pay all applicable amounts due.

b) Customer must complete all applicable enrollment requirements, including, without limitation, completion of an applicable enrollment form with ABDC.

c) Unless specifically authorized otherwise by ABDC in writing, Customer must participate in Elevate Advanced Features (Term Sheet 2).

d) Customer authorizes ABDC and Outcomes to utilize Pharmacy Data to measure and improve the performance, or the future development of any Outcomes product, and to use and disclose to third parties de-identified Pharmacy Data aggregated across other ABDC and/or Outcomes customers, as applicable. Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose Protected Health Information in the manner that ABDC and Outcomes are authorized to use and disclose Protected Health Information under this Term Sheet.

e) Customer will use the Outcomes PCS Solution in accordance with: (i) applicable laws and regulations; (ii) the reasonable conditions, rules, and requirements established by ABDC and/or Outcomes from time to time and as set forth in any manuals, materials, documents, or instructions furnished by ABDC or Outcomes to Customer (collectively the “Outcomes PCS Materials”); and (iii) any other agreement between Outcomes and Customer respecting the Outcomes PCS Solution.

f) Customer will take strict measures to protect the security of its assigned Outcomes PCS Solution account and corresponding username and password and agrees that all consequences resulting from the use of said account shall be the sole responsibility of Customer. Customer is solely responsible for all information submitted through the Outcomes PCS Solution via its assigned account.

g) Customer may not rent, disclose, publish, sell, assign, lease, sublicense, market or transfer any content of ABDC or Outcomes nor use it in any manner not expressly authorized by this Term Sheet or the Outcomes PCS Materials.

h) In order to remain eligible for the pricing terms provided under Section 2(a) above respecting Outcomes PCS Solution enrollment through ABDC, Customer must access and utilize the Outcomes PCS Solution, on average during each month, at least one (1) time. If Customer’s use fails to meet such frequency requirement, the fees to be paid by Customer shall be subject to increase, as provided under Section 2 above, for the periods during which such failure occurs.

### 4. Grant of Rights and IP Rights

a) To the extent permitted by law, ABDC grants to Customer a limited, non-transferable, non-exclusive right to use the Outcomes PCS Solution subject to the Outcomes PCS Materials, this Term Sheet, and any other agreement between Outcomes and Customer respecting the Outcomes PCS Solution. Customer’s use of the Outcomes PCS Solution is restricted to Customer’s own internal business

purposes. Customer shall have no right to resell, distribute or otherwise transfer or permit usage of the Outcomes PCS Solution by any other person. Title to the Outcomes PCS Solution and all rights of copyright, patent or other intellectual property therein are and shall at all times remain solely and exclusively with ABDC or Outcomes, as applicable. Customer shall keep its use of the Outcomes PCS Solution free and clear of all liens, claims and encumbrances. ABDC and Outcomes, respectively and as applicable, reserve any and all rights not expressly granted herein.

b) Customer acknowledges and agrees that all content, products, programs and/or technology on and accessible through the Outcomes PCS Solution (excluding Pharmacy Data provided by Customer) is the property of either Outcomes or ABDC, and Customer shall not claim any interest in such property.

c) Customer will not alter or remove any copyright or trademark notice or proprietary legend contained in or on any content of the Outcomes PCS Solution. Any trademark, logos and marks displayed on the Outcomes PCS Solution, whether registered or unregistered, are property of their respective owners.

## **5. Warranties and Limitations**

a) THE OUTCOMES PCS SOLUTION IS PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER. NEITHER ABDC NOR OUTCOMES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFORMATION SECURITY, IN RELATION TO THE USE OF THE OUTCOMES PCS SOLUTION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, NEITHER ABDC NOR OUTCOMES MAKES ANY WARRANTY THAT ACCESS TO OR USE OF THE OUTCOMES PCS SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE OUTCOMES PCS SOLUTION BY CUSTOMER AND/OR ANY PERSON, IRRESPECTIVE OF WHETHER ABDC OR OUTCOMES HAS BEEN INFORMED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

## **6. Exclusions of Consequential Damages and Limitations of Liability**

a) ABDC and Outcomes shall not be liable for any errors occurring as a result of failure by Customer to comply with this Term Sheet, the Outcomes PCS Materials, or any other agreement between Outcomes and Customer respecting the Outcomes PCS Solution.

b) CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT: (I) THE OUTCOMES SERVICES AND OFFERINGS ARE PROVIDED SOLELY BY OUTCOMES; (II) ABDC DOES NOT OWN, OPERATE OR MAINTAIN THE OUTCOMES

PCS SOLUTION; (III) USE OF THE OUTCOMES PCS SOLUTION IS AT CUSTOMER’S SOLE RISK AND DISCRETION; AND (IV) EXCEPT AS EXPRESSLY PROVIDED IN THIS TERM SHEET, ALL TERMS AND CONDITIONS APPLICABLE TO THE OUTCOMES PCS SOLUTION ARE DETERMINED SOLELY BY OUTCOMES.

c) NEITHER ABDC NOR OUTCOMES SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE OUTCOMES PCS SOLUTION AND CUSTOMER’S USE OF THE OUTCOMES PCS SOLUTION, EVEN IF SUCH PARTY HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

d) ABDC’S AND OUTCOMES’ AGGREGATE LIABILITY TO CUSTOMER UNDER THIS TERM SHEET AND WITH RESPECT TO THE OUTCOMES PCS SOLUTION (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE VALUE OF THE SERVICES RELATING TO THE OUTCOMES PCS SOLUTION GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE AMONG THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN AMONG THE PARTIES.

e) No party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

f) The provisions of this Section 6 shall control over any conflicting provision elsewhere in the Master Program Agreement.

*All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement, Elevate Provider Network Term Sheet, or Elevate Advanced Features Term Sheet, as applicable.*





**EnlivenHealth Patient Care Services  
Term Sheet**

**1. Program Description**

a) ABDC works with EnlivenHealth, as a Program Partner, to make available for enrollment a web-based patient care services solution (the “**Amplicare Clinical Solution**”) offering real-time analytics and ongoing management tools designed to assist subscribing pharmacies in improving, among other things, patient health outcomes, patient adherence, and clinical services. Enrollment in the Amplicare Clinical Solution is optional, and Customer may enroll through ABDC or directly through EnlivenHealth, as provided more fully in this Term Sheet; provided, however, that Customer may not enroll in the Amplicare Clinical Solution through ABDC to the extent that Customer is enrolled in the Outcomes PCS Solution (as defined under Term Sheet 2C) through ABDC. Enrollment in the Amplicare Clinical Solution requires, among other things, the execution of an agreement directly with EnlivenHealth and completion of an applicable enrollment form with ABDC.

b) ABDC also works with EnlivenHealth to provide access to its Scope of Practice and Reimbursement Snapshot tools (collectively, the “**EnlivenHealth Tools**”) for all Good Neighbor Pharmacy and Elevate Provider Network pharmacy members.

**2. Pricing**

a) Access to the EnlivenHealth Tools is provided at no additional cost.

b) Fees for the Amplicare Clinical Solution are in addition to the fees charged for Elevate Advanced Features (see Term Sheet 2) and will be invoiced directly by EnlivenHealth. Applicable fees to be paid by Customer may vary and are dependent upon the manner in which Customer enrolls in the Amplicare Clinical Solution and applicable Amplicare Clinical Solution bundles chosen by Customer. If Customer enrolls in the Amplicare Clinical Solution directly through EnlivenHealth, Customer will pay EnlivenHealth’s prevailing rates. Alternatively, to the extent that Customer enrolls in the Amplicare Clinical Solution through ABDC, remains affiliated with ABDC, maintains on file with ABDC an active and valid Amplicare Clinical Solution enrollment form, and otherwise satisfies all applicable requirements, Customer will pay the following rates for the following Amplicare Clinical Solution bundles:

- Clinical (includes care opportunities and medication therapy management):  
\$100/store/month
- Clinical Plus: \$249/store/month
- Premium: \$349/store/month
- Platinum: \$409/store/month

*\*Additional transaction fees may apply based on the bundle chosen, as provided under Customer’s direct agreement with EnlivenHealth respecting the Amplicare Clinical Solution.*

c) For the avoidance of doubt, the fees to be paid by Customer for the Amplicare Clinical Solution are subject to

increase if Customer enrolls in the Amplicare Clinical Solution through ABDC and fails to satisfy the conditions and requirements provided in Section 2(b) above.

**3. Obligations of Customer**

a) To access the Amplicare Clinical Solution, Customer must sign a HIPAA Business Associate Agreement directly with EnlivenHealth.

b) To access the EnlivenHealth Tools, Customer must acknowledge and agree to applicable terms and conditions provided by ABDC and/or EnlivenHealth and timely pay all amounts due.

c) Customer must complete all applicable enrollment requirements, including, without limitation, completion of an applicable enrollment form with ABDC.

d) Unless specifically authorized otherwise by ABDC in writing, Customer must participate in Elevate Advanced Features (Term Sheet2) and InSite from ABDC (Term Sheet 3).

e) Customer will use the EnlivenHealth Tools and Amplicare Clinical Solution in accordance with: (i) applicable laws and regulations and the reasonable conditions, rules, and regulations established by ABDC and EnlivenHealth from time to time and as set forth in any manuals, materials, documents, or instructions furnished by ABDC or EnlivenHealth to Customer (collectively, the “**EnlivenHealth PCS Materials**”); and (ii) any other agreement between EnlivenHealth and Customer respecting the Amplicare Clinical Solution and/or EnlivenHealth Tools.

f) Customer will take strict measures to protect the security of its assigned Amplicare Clinical Solution and EnlivenHealth Tools accounts and corresponding usernames and passwords and agrees that all consequences resulting from the use of said accounts shall be the sole responsibility of Customer. Customer is solely responsible for all access, use, and/or information submitted through the EnlivenHealth Tools and Amplicare Clinical Solution via its assigned accounts. Customer understands and acknowledges that its accounts may be disabled, suspended, or terminated in the event of unauthorized use of any such account.

g) Customer may not rent, disclose, publish, sell, assign, lease, sublicense, market or transfer any content of ABDC or EnlivenHealth nor use it in any manner not expressly authorized by this Term Sheet or the EnlivenHealth PCS Materials.

**4. Grant of Rights and IP Rights**

a) To the extent permitted by law, ABDC grants to Customer a limited, non-transferable, non-exclusive right to use the EnlivenHealth Tools, subject to the EnlivenHealth PCS Materials, this Term Sheet, and any other agreement between EnlivenHealth and Customer respecting the EnlivenHealth Tools, including, without limitation, terms and conditions of

use determined by EnlivenHealth. Customer's use of EnlivenHealth Tools and Amplicare Clinical Solution is restricted to Customer's own internal business purposes. Customer shall have no right to resell, distribute or otherwise transfer or permit usage of the EnlivenHealth Tools and/or Amplicare Clinical Solution by any other person. Title to the EnlivenHealth Tools and Amplicare Clinical Solution and all rights of copyright, patent or other intellectual property therein are and shall at all times remain solely and exclusively with ABDC or Enliven Health, as applicable. Customer shall keep its use of the EnlivenHealth Tools and Amplicare Clinical Solution free and clear of all liens, claims and encumbrances. ABDC and EnlivenHealth, respectively and as applicable, reserve any and all rights not expressly granted herein.

b) Customer acknowledges and agrees that all content, products, programs and/or technology on and accessible through the EnlivenHealth Tools and/or Amplicare Clinical Solution (excluding Pharmacy Data provided by Customer) is the property of EnlivenHealth and Customer shall not claim any interest in such property.

c) Customer will not alter or remove any copyright or trademark notice or proprietary legend contained in or on any content of the EnlivenHealth Tools and/or Amplicare Clinical Solution. Any trademark, logos and marks displayed on the EnlivenHealth Tools and/or Amplicare Clinical Solution, whether registered or unregistered, are property of their respective owners.

## **5. Warranties and Limitations**

a) Customer understands and acknowledges that, with respect to the EnlivenHealth Tools: (i) the EnlivenHealth Tools do not include information concerning every circumstance available nor does ABDC or EnlivenHealth engage in the practice of medicine; (ii) neither ABDC nor the EnlivenHealth Tools provide any business, medical, pharmaceutical, or other professional advice in connection with the Agreement or as part of or because of the provision of the EnlivenHealth Tools; and (iii) neither ABDC nor the EnlivenHealth Tools have the ability to determine: (1) the legality of utilizing the EnlivenHealth Tools in the state in which the EnlivenHealth Tools are being utilized by Customer; (2) the appropriateness of the use of the EnlivenHealth Tools by or for Customer; or (3) whether Customer understands the information provided in the EnlivenHealth Tools.

b) THE ENLIVENHEALTH TOOLS AND AMPLICARE CLINICAL SOLUTION ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER. NEITHER ABDC NOR ENLIVENHEALTH MAKES ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFORMATION SECURITY, IN RELATION TO THE USE OF THE AMPLICARE CLINICAL SOLUTION OR ENLIVENHEALTH TOOLS, AND ABDC AND ENLIVENHEALTH DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR

IMPLIED, ARISING OUT OF OR RELATED TO THE ENLIVENHEALTH TOOLS OR AMPLICARE CLINICAL SOLUTION, OR RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, AND SUITABILITY AND/OR ANY WARRANTY THAT THE ENLIVENHEALTH TOOLS OR AMPLICARE CLINICAL SOLUTION, OR THE CONTENTS THEREIN, WILL MEET ANY PARTICULAR REQUIREMENTS OF OR GUARANTEE REIMBURSEMENT FOR CUSTOMER OR THAT ACCESS TO OR USE OF THE ENLIVENHEALTH TOOLS OR AMPLICARE CLINICAL SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, AND WITHOUT LIMITING THE FOREGOING, NEITHER ABDC NOR ENLIVENHEALTH MAKES ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE AMPLICARE CLINICAL SOLUTION OR ENLIVENHEALTH TOOLS BY CUSTOMER AND/OR ANY PERSON, IRRESPECTIVE OF WHETHER ABDC OR ENLIVENHEALTH HAS BEEN INFORMED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

## **6. Exclusions of Consequential Damages and Limitations of Liability**

a) ABDC and Enliven Health shall not be liable for any errors occurring as a result of failure by Customer to comply with this Term Sheet, the EnlivenHealth PCS Materials, or any other agreement between EnlivenHealth and Customer respecting the EnlivenHealth Tools and/or Amplicare Clinical Solution.

b) CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT: (I) THE ENLIVENHEALTH SERVICES AND OFFERINGS ARE PROVIDED SOLELY BY ENLIVENHEALTH; (II) ABDC DOES NOT OWN, OPERATE, OR MAINTAIN THE ENLIVENHEALTH TOOLS OR AMPLICARE CLINICAL SOLUTION; (III) USE OF THE ENLIVENHEALTH TOOLS AND AMPLICARE CLINICAL SOLUTION IS AT CUSTOMER'S SOLE RISK AND DISCRETION; AND (IV) EXCEPT AS EXPRESSLY PROVIDED IN THIS TERM SHEET, ALL TERMS AND CONDITIONS APPLICABLE TO THE ENLIVENHEALTH TOOLS AND AMPLICARE CLINICAL SOLUTION ARE DETERMINED SOLELY BY ENLIVENHEALTH.

c) NEITHER ABDC NOR ENLIVEN HEALTH SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE AMPLICARE CLINICAL SOLUTION, ENLIVEN HEALTH TOOLS, AND/OR CUSTOMER'S USE THEREOF, EVEN IF SUCH PARTY HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

- d) ABDC’S AND ENLIVENHEALTH’S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS TERM SHEET AND WITH RESPECT TO THE AMPLICARE CLINICAL SOLUTION AND ENLIVENHEALTH TOOLS (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE VALUE OF THE SERVICES RELATING TO THE AMPLICARE CLINICAL SOLUTION OR ENLIVENHEALTH TOOLS GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE AMONG THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN AMONG THE PARTIES.
- e) No party will be responsible for delays or failures in performance resulting from acts or events beyond its control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.
- f) The provisions of this Section 6 shall control over any conflicting provision elsewhere in the Master Program Agreement.

*All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement, Elevate Provider Network Term Sheet, or Elevate Advanced Features Term Sheet, as applicable.*



## InSite from ABDC Term Sheet

### 1. Program Description

a) InSite from ABDC is a proprietary data analytics system used to measure and compare pharmacy performance by organizing and analyzing detailed prescription and other business transaction data, including Pharmacy Data.

b) InSitePOS from ABDC is a proprietary data analytics system used to measure and compare the performance of pharmacy front ends by organizing and analyzing detailed business transaction data collected from point-of-sale systems, including Pharmacy Data. ABDC collaborates with its Program Partner, Retail Insights, on the collection and cleansing of the data.

c) TruVuPOS is an ABDC service offered to consumer goods manufacturers, in collaboration with ABDC's Program Partner, Retail Insights, to gain access for participating pharmacies to manufacturer offerings, and to provide funding to help support the programs.

These programs are designed to aid Customer in its treatment, payment, and healthcare operations activities, and are collectively referred to as "**InSite from ABDC**".

### 2. Pricing

Premier: Included; no additional fee

GNP: Included in Elevate Advanced Features

Other: Included in Elevate Advanced Features

### 3. Data Authorization & Program Partners

a) Customer authorizes ABDC to receive Pharmacy Data provided by or on behalf of Customer directly or indirectly from Customer or ABDC's Program Partners in connection with the Permitted Uses (as defined below).

b) Without in any way limiting the scope of such definition as provided under Exhibit A of the Agreement, ABDC's "**Program Partners**" include but are not limited to:

(i) Change Healthcare (a part of Optum®). Provides pre and post edit and data capture services.

(ii) EnlivenHealth. Provides central payment services, claim reconciliation services, and the EnlivenHealth Tools (as defined under Term Sheet 2D) and hosts and makes available for enrollment through ABDC the Ampicare Clinical Solution (as defined under Term Sheet 2D).

(iii) Outcomes. Hosts and makes available for enrollment through ABDC the Outcomes PCS Solution (as defined under Term Sheet 2C).

(iv) Retail Insights. Collects, organizes, and analyzes transaction data from point-of-sale systems and operates the TruVuPOS program with ABDC and consumer goods manufacturers to assist pharmacies in gaining access to promotional monies and other retail programs.

c) Customer represents and warrants that its notice of privacy practices permits Customer to use and disclose protected health information in the manner that ABDC is authorized to use and disclose protected health information under this Term Sheet.

### 4. Advanced Features

InSite from ABDC is included in, and required for participation in each of, the Advanced Features (Term Sheet 2) of the Elevate Provider Network (Term Sheet 1), which include Pre and Post Edit Services and data capture from Change Healthcare (Term Sheet 2A), Claim Reconciliation Services from EnlivenHealth (Term Sheet 2B), Outcomes PCS Solution from Outcomes (Term Sheet 2C), and Patient Care Services from EnlivenHealth (Term Sheet 2D). To participate in an Advanced Feature, Customer must enroll and comply with the terms and conditions in the applicable Term Sheet.

### 5. Customer Responsibilities

a) Procure Systems. To participate, Customer must acquire systems from one or more participating system vendors and is responsible for the costs to acquire, maintain and update its systems, which vary based on Customer's choices.

b) Data Flow. Customer will comply with instructions of ABDC, ABDC's Program Partners and system vendors to ensure the quality and timely receipt of all Pharmacy Data, including cash or private pay claims as required, by InSite and will use reasonable efforts to resolve any process failures or missing data. Customer will obtain all necessary authorizations from its customers/patients to transmit Pharmacy Data to ABDC and its Program Partners.

c) HIPAA Compliance. As required, ABDC and Customer entered into a HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed).

### 6. ABDC Responsibilities

a) System Vendors. ABDC will collaborate with certain system vendors that Customer may designate to facilitate the delivery of Pharmacy Data provided by or on behalf of Customer and the implementation of various business initiatives, including Available Programs.

b) InSite. Using InSite, ABDC will provide Customer with reports, analyses and other compilations about business performance, including various benchmark comparisons against peer groups of similar pharmacies using de-identified Pharmacy Data and other data to assess and improve overall efficiency and performance of healthcare operations.

c) Report Availability. Certain reports and performance measurements are provided to all participating Pharmacies. Some reports or features have additional fees or are only available as part of another Available Program.

d) Protection of Customer Data. ABDC will protect Pharmacy Data provided by or on behalf of Customer pursuant to the Data Protection Provisions (Exhibit A), which describes steps ABDC takes to safeguard Pharmacy Data. ABDC may only use Pharmacy Data provided by or on behalf of Customer as set forth in the Master Program Agreement (including this Term Sheet and Term Sheets



applicable to other Available Programs in which Customer enrolls) and as authorized by Customer in writing.

## 7. Use of Pharmacy Data

a) Pharmacy Data License. Customer hereby grants to ABDC an irrevocable, non-exclusive license to use, reproduce, create derivative works from, and market and distribute those derivative works from any and all Pharmacy Data captured directly or indirectly from Customer, Program Partners, or Payors for the Permitted Uses specified in Section 7(b) below.

b) Permitted Uses. Consistent with applicable laws and regulations, Customer authorizes ABDC to use, reproduce, and create derivative works from Pharmacy Data, and market and distribute those derivative works for the following purposes (collectively, “**Permitted Uses**”):

(i) providing Customer with reports, studies, analyses and other compilations relating to Customer's business performance to assist Customer in its treatment, payment, and healthcare operations activities;

(ii) in such a manner that Customer is unidentifiable as the source of the data and any protected health information is appropriately de-identified, combining Pharmacy Data with similar data received by ABDC as a business associate of multiple covered entities and using such cumulative data to prepare reports, analyses and compilations relating to business performance and market trends to benchmark Customer and other covered entities against peer groups to improve all parties' overall efficiency and performance of treatment, payment, and healthcare operations activities;

(iii) supporting Customer's participation in Advanced Features and other Available Programs by furnishing Pharmacy Data (including PHI), to Program Partners in connection with Advanced Features and other Available Programs to assist Customer in its treatment, payment, and healthcare operations activities;

(iv) supporting Customer's participation in InSite POS and TruVuPOS and other business offerings under The Front-

End Solution (Term Sheet 5) where ABDC and Retail Insights furnish point-of-sale Pharmacy Data to manufacturers to support Customer's participation in manufacturer-sponsored promotions and related offerings;

(v) identifying programs, solutions or actions that might benefit Customer's business and conduct outreach campaigns, including sharing with members of ABDC's sales team and Customer's buying group (if any); and

(vi) any other lawful use for which ABDC obtains the express written consent of Customer.

ABDC may not market or otherwise provide Pharmacy Data derivative works that include protected health information or, unless otherwise agreed by ABDC and Customer, that identify Customer as the source of specific data.

## 8. No Representations

Participating system vendors and Program Partners were chosen in part because of their established record in successfully developing, marketing, installing and supporting systems used by community pharmacies. However, ABDC has not performed any financial or other due diligence and makes no warranty, including any implied warranty, about any system vendor or Program Partner or its financial viability or responsibility. ABDC is not acting as a guarantor for any system vendor or Program Partner.

*All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this Term Sheet. Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement, Elevate Provider Network Term Sheet, or Elevate Advanced Features Term Sheet, as applicable.*



## Five-Star Rebate Program Term Sheet

### 1. Program Description

This program is offered to recognize high performance in adherence and other pharmacy performance measures and to aid Customer in its healthcare operations activities, including meeting its purchasing obligations under its agreements with ABDC.

### 2. Data Consent

By enrolling in this Available Program, Customer hereby authorizes ABDC to derive dispense usage data from Pharmacy Data and to use and share such data, including pharmacy performance and benchmarking data, with ABDC's Sales and other associates, as well as Customer's designated buying group, for the purposes of aiding Customer in its healthcare operations activities, including meeting its purchasing obligations under its agreements with ABDC, as well as improving the overall effectiveness of the PRxO Generics program. In all cases, ABDC's use of Pharmacy Data will be in accordance with ABDC's Data Protection Provisions and applicable laws and regulations including HIPAA. The foregoing consent applies to Pharmacy Data captured through any Available Program in which Customer is enrolled as of or enrolls in subsequent to the Effective Date, notwithstanding any limitations of use in any such authorization. Customer may withdraw such consent at any point by providing written notice to ABDC, at which time Customer will no longer be eligible for the Five-Star Rebate.

### 3. Performance Measurements and Rebate Table

Currently, Star Measure Ratings used for the rebate calculation are based upon, and determined at such time as, the most recent ratings data provided to AmerisourceBergen by EQUIPP® and where necessary directly from MTM providers and others. ABDC calculates the average score used for the Five-Star Rebate calculation. Where rating thresholds vary between MAPD and PDP plans, the higher of the two is used. Where ratings are not available from EQUIPP a rating of 3.0 is used. In the future, ABDC may adopt alternative sources of STAR measures, directly calculate the measures using Pharmacy Data, as well as use alternative techniques to stratify pharmacy performance such as percentiles.

### 4. Eligibility

The Five-Star Rebate is available to retail, independent pharmacies not affiliated with a buying group, or whose buying group participates in this Available Program, that meet all applicable eligibility criteria. Eligibility requirements vary by participating buying group affiliation (if any) – Customer may consult with its buying group for additional eligibility requirements. Customer must be a franchisee under the Premier program (including participation in Elevate Provider Network) or separately

enrolled and active in Elevate Provider Network (Term Sheet 1), to be eligible to participate in this Available Program. Customer must also be in compliance with all other required terms to be eligible and otherwise submit all required data for each quarter being measured in full, as applicable respecting each measurement period of participation.

### 5. Data Requirements

- a) Elevate Advanced Features (Term Sheet 2)
- b) Pre and Post Edits and data capture (Term Sheet 2A) with Change Healthcare or other claims switching services provider approved by ABDC in writing
- c) InSite from ABDC (Term Sheet 3).

To be eligible for the Five-Star Rebate, Customer must submit its third-party claims through the PPE program, or other claims switching services provider approved by ABDC in writing.

### 6. Helping Improve Purchase Performance

In coordination with Customer's buying group (if any), ABDC equips its teams and Customer's buying group with the results of matching dispensed quantities to wholesale purchase quantities so ABDC can collectively work with Customer to identify missed opportunities and assist Customer in optimizing its purchase performance and rebate opportunities.

### 7. ABDC Generics Rebate Table

Only one level of Five-Star Rebate is paid per pharmacy. Rebate performance will be measured at the end of each calendar quarter and, unless agreed-upon otherwise as between ABDC and Customer's buying group (if any), credits issued directly to Customer within six weeks of quarter end. Rebates are based and credited on net purchases of rebatable ABDC Generics products during the quarter under Customer's applicable generics program.

#### *Standard Calculation*

|                                  |       |
|----------------------------------|-------|
| Average Star Rating 0.00 to 2.99 | 0.25% |
| Average Star Rating 3.00 to 3.99 | 0.50% |
| Average Star Rating 4.00 to 4.49 | 0.75% |
| Average Star Rating 4.50 to 5.00 | 1.00% |

### 8. Other

- a) Distribution Agreement. Customer must be in compliance with the terms of its distribution agreement with ABDC when credits are issued.
- b) Other PRxO Generics Rebates. This Five-Star Rebate is in addition to all other discounts, rebates or other incentives related to PRxO Generics purchases.
- c) Discount Reporting and Safe Harbor. Customer agrees to comply with all laws, including reporting on reflecting discounts, rebates and other price reductions, including this



rebate, pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and 42 CFR 1001.952(h) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

d) ABDC may modify or terminate this Five-Star Rebate Program at any time on 30 days' notice prior to the start of the next calendar quarter. In the event of termination of the Five-Star Rebate Program, ABDC's provision of rebates under this Available Program will cease concurrently upon the effective date of such termination, unless otherwise agreed to in writing by ABDC.

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## Front-End Solution Programs Term Sheet

### 1. Program Description

The following interrelated front-of-store services and programs (collectively, the “**Front-End Solution Programs**”) are designed to assist Customer in promoting traditional drugstore non-prescription product categories. Certain services are available only to Premier and GNP Pharmacies. Separate enrollment is required for each Front-End Solution Program.

### 2. Planogram Services

ABDC regularly publishes and updates schematic diagrams (“**Planograms**”) that specify optimal layouts of traditional drug store non-prescription product categories, designed to maximize consumer interest and increase Customer's sales. Customer must substantially comply with Planogram layouts and stock substantially all Planogram products.

Premier: Included; no additional fee

GNP: No additional fee

Other: \$55 per month (\$89 combined with Zone Pricing)

### 3. Retail Product Zone Pricing Service

ABDC regularly publishes and updates suggested retail price files for traditional drug store non-prescription products. Zone prices are based on factors, such as product, product category and targeted competitiveness. Customer is solely responsible for determining the extent to which it uses and/or implements any such suggested retail prices.

Premier: Included; no additional fee

GNP: No additional fee

Other: \$45 per month (\$89 combined with Planograms)

### 4. First To Shelf™ (AutoShip New OTC)

With First To Shelf™, ABDC delivers to Customer, without a corresponding order (“**AutoShip**”), commercially reasonable quantities of certain OTC products to facilitate prompt stocking of such products by Customer in anticipation of new or increased consumer demand. Such products may include new market break items, GNP Private Label Products and Rx-to-OTC switch items. Customer will accept and pay for such products and promptly display them for sale consistent with the Planogram.

Premier: Required; no additional fee

GNP: No additional fee

Other: Not available

### 5. Front-End Support Kit

As an integral component of the Good Neighbor Pharmacy program, ABDC provides in-store promotional materials in reasonable quantities in a monthly kit. Customer will promptly display in-store promotional materials consistent with directions from ABDC in Program Guides.

Premier: Option to opt-in during customer onboarding; no additional fee

GNP: Option to opt-in during customer onboarding; no additional fee

Other: Not available

### 6. Merchandising Services

ABDC will make reasonable efforts to assign a Retail Merchandising Specialist within six (6) months of Customer completing all Premier requirements. ABDC may reasonably limit time and resources devoted to Merchandising services. To continue receiving merchandising services Customer must allow the representative to execute the Planogram and requires Customer to maintain the Planogram sections in between visits by ABDC's representative.

Premier: Included; no additional fee

GNP: \$399 /merchandiser/day

Other: Limited availability (pricing based on scope of work)

### 7. InSite POS from ABDC

Customer, if using InSite from ABDC, authorizes limited use and exchange of Pharmacy Data by and among (a): (i) ABDC, including merchandisers and sales associates; (ii) Customer's buying group (if any); and (iii) ABDC's Program Partners, to assist Customer and to enhance the Available Programs through means such as measuring the effectiveness of promotions and other promotional material; and (b) manufacturers who partner with ABDC, or ABDC's Program Partners, to enable access to promotional offerings and to provide funding to help support the Available Programs.

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## Digital Marketing Programs Term Sheet

### 1. Program Description

The following interrelated programs (“**Digital Marketing Programs**”) are part of an overall strategy to attract and engage patients and consumers online. Separate enrollment is required for each Digital Marketing Program.

### 2. MyGNP Website

ABDC hosts a consumer website designed to attract patients and other consumers (“**Visitors**”) and build their loyalty for Premier and GNP Pharmacies (“**Website**”), currently [www.MyGNP.com](http://www.MyGNP.com). This Available Program includes an individual subdomain (“**Local Page**”) and Local Page subdomain name, maintenance, user data, licensed content, and prescription refill requests.

Premier: Included; no additional fee  
GNP: Included; no additional fee  
Other: Not available

### 3. MyGNP Mobile App

ABDC publishes a Good Neighbor Pharmacy branded application available for consumers to download and use on mobile phones. The application includes prescription refill requests.

Premier: Included; no additional fee  
GNP: Included; no additional fee  
Other: Not available

### 4. Social Media and Online Reviews

ABDC provides a platform designed for online review and multi-network social media management, including a robust content library, performance statistics, and reputation management. Content may be posted by Customer or on behalf of Customer.

Premier: Included; no additional fee.  
GNP: Not available  
Other: Not available

### 5. Local Listings Management

ABDC assists Customer to claim and manage online business listings so that local consumers using search engines are presented full and accurate pharmacy information such as location, hours and contact information.

Premier: Included; no additional fee  
GNP: Included; no additional fee  
Other: Not available

### 6. Digital Marketing

ABDC runs or makes available certain pay-per-click advertising campaigns. Additional optional digital advertising services available via separate enrollment form(s), and fees vary based on options selected. To participate in additional advertising, a minimum advertising contribution of \$100 is required in addition to agency and administrative fees.

Premier: Included; no additional fee  
GNP: Not available  
Other: Not available

### 7. Program Prerequisites

a) Good Neighbor Pharmacy. Customer must be a Premier or GNP Pharmacy in good standing.

b) Platform Permissions. Customer must enable and configure its social media accounts to allow ABDC to provide the services.

c) Interactive App Refill Service. ABDC, through its Program Partner Outcomes, offers an interactive mobile-application-based refill service for consumers ordering prescription refills through the “MyGNP” mobile application. Customer’s eligibility to use the interactive prescription refill service is subject to Customer’s enrollment in the Outcomes PCS Solution (Term Sheet 2C), the participation of its designated pharmacy system vendor, and other eligibility requirements provided in the Program Guides. Fax service is used for prescription refill requests that cannot be delivered through the interactive service.

d) HIPAA Compliance. As required, ABDC and Customer have entered into a HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed).

### 8. ABDC Responsibilities

a) Hosting. ABDC through its service providers and Program Partners hosts or makes available the Website and Local Pages and publishes the mobile application.

b) ABDC Content. All materials provided by ABDC to Customer for the Digital Marketing Programs, including templates, content, data, graphics, design, information, computer software, logos, trademarks, processes, methodologies, know-how, or any other proprietary materials provided by ABDC or its licensors, (collectively, the “ABDC Content”) are the sole and exclusive property of ABDC or its licensors. ABDC grants Customer a non-exclusive, limited license to use and display ABDC Content on the applicable application while Customer participates in this Available Program. ABDC controls and owns all rights to registered domain and subdomain names.

c) Templates. ABDC provides templates that allow Customer to provide limited content, in a format specified by ABDC, for the applicable program pursuant to this Term Sheet.

d) Visitor Data. ABDC collects certain click stream and similar data on Visitor usage, which it may choose to make available to Customer periodically. As between ABDC and Customer, information collected from the Digital Marketing Programs are the sole and exclusive property of ABDC, including email addresses provided by Visitors.

### 9. Customer Responsibilities

a) Customer Authorization and Content. Customer is responsible for all content and materials provided by Customer for use in any of the Digital Marketing Programs (“**Customer Content**”). Customer Content must be related to Customer’s GNP business and comply with Program

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Guides. Customer must update and modify Customer Content so it is fresh and current. ABDC may remove, or demand that Customer remove, content that is not consistent with Program Guides.

b) Customer hereby authorizes and consents to ABDC use and access to Customer's social media accounts, website, and any other digital resources of Customer such as may be necessary for ABDC to carry out its responsibilities pursuant to this Term Sheet. Customer hereby consents to ABDC and Program Partners' use, access to, and exchange of business, operational, and financial data regarding Customer's Pharmacy (collectively, "**Business Data**") during the performance of its obligations. This Business Data authorization is in addition to and supplements Customer's data authorization and consent for Pharmacy Data previously executed and provided to ABDC for all other Terms Sheets associated with the MPA between the parties.

c) Legal Compliance. Customer represents and warrants that: (i) it owns the Customer Content or is authorized to include it in emails and/or in its use of the Digital Marketing Programs; and (ii) no Customer Content will be inaccurate, deceptive, fraudulent; infringe on any third-party intellectual property rights; or otherwise violate any law.

d) License. Customer hereby grants to ABDC a non-exclusive, royalty-free license to publish, transmit, modify, display, distribute, translate, and adapt Customer Content in connection with its performance under this Available Program.

e) Privacy. Customer must comply with privacy laws for information collected from its use of the Digital Marketing Programs, including notices required by HIPAA for protected health information. Personal and non-personal information collected, used, or disclosed is subject to ABDC's privacy policy posted on the Website. The Website privacy policy does not apply, and ABDC is not responsible, when a Visitor is redirected to any other internet site.

## 10. Disclaimers

The Digital Marketing Programs may be unavailable due to scheduled maintenance and required repairs or due to

causes beyond the control of ABDC or its hosting Program Partner. Pursuant to Paragraphs 3 and 7.2 of Exhibit C (Provisions) of the Premier Agreement, ABDC DOES NOT GUARANTEE AVAILABILITY OF THE DIGITAL MARKETING PROGRAMS AND DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO CUSTOMER'S OR VISITOR'S USE OF THE WEBSITE OR LOCAL PAGES, INCLUDING ANY INTERRUPTION OR UNAVAILABILITY.

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## Business Coaching Term Sheet

### 1. Program Description

- a) ABDC will provide to Customer certain recommendations of industry best practices related to increasing Pharmacy's performance ("**Business Coaching**") through its representative ("**Business Coach**").
- b) Business Coaching value depends on Customer providing complete and accurate information to the Business Coach and implementing recommended industry best practices as Customer determines are appropriate to its operations. Business Coaching focuses primarily on assessing Pharmacy's current performance and practices and identifying opportunities to improve performance with high impact changes that can be implemented in reasonable timeframes, based upon complexity of applicable changes, without significant capital investment.
- c) This Available Program is not comprehensive business consulting, nor is it designed to build long-term business plans or investigate every potential opportunity for improvement; it is based on a specific set of performance indicators that ABDC found increased performance at other community pharmacies.

### 2. Pricing

Premier: Included; no additional fee

GNP: Not available

Other: Not available

### 3. Program Prerequisites

- a) Pharmacy Data. Customer must be a Premier Pharmacy and must participate in Elevate Advanced Features (Term Sheet 2) and InSite from ABDC (Term Sheet 3).
- b) HIPAA Compliance. As required, ABDC and Customer entered into a HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed).

### 4. Duration of Program

ABDC will make reasonable efforts to assign a Business Coach within six (6) months of Customer completing all Premier requirements and to provide ongoing Business Coaching support as long as Customer is active in this Available Program, including, without limitation, remaining actively engaged with the assigned Business Coach. ABDC may reasonably limit time and resources devoted to Business Coaching.

### 5. ABDC Responsibilities

- a) Startup. Business Coach will work with Customer, or with other authorized Pharmacy personnel identified by customer (collectively, "**Authorized Pharmacy Personnel**"), to gather a defined set of business data, including financial and operational data, and data available through InSite from ABDC to enable the Business Coach and business analysts to analyze Pharmacy performance ("Coaching Data").
- b) Recommendations. Based on the information provided by Customer and/or Authorized Pharmacy Personnel, data available through InSite from ABDC, comparisons with

similar pharmacies, and information from other resources, such as local demographics, Business Coach and supporting business analysts will develop a report detailing their findings and include a set of recommended industry best practices related to increasing Pharmacy's performance.

c) Presentation of Findings and Recommendations. Business Coach will present and review the findings and recommendations in a series of discussions conducted face-to-face, using interactive internet presentations, or by telephone, the objective of which is to increase Customer's understanding of its business performance and enable Customer to select from all recommendations those that Customer determines are most appropriate for its business. Detailed findings may include benchmarking and comparisons of analytics with similar pharmacies, analysis of patient loyalty, assessment of product offerings and pricing strategies, or specific observations regarding inventory management, financial management, operational systems, labor and productivity, managed care reimbursements, hours of operation, patient care services, prescriber and patient marketing strategies, and front-end effectiveness. Presentation and review will be conducted directly with Customer or with applicable Authorized Pharmacy Personnel as agreed.

d) Implementation. Customer may implement the priority recommendations selected by Customer or Authorized Pharmacy Personnel, as applicable. Business Coach may also offer additional recommendations to mitigate issues Customer may experience in implementing the recommendations.

e) On-Going Coaching. As recommendations are implemented, Business Coach may encourage Customer or Authorized Pharmacy Personnel, as applicable, to pursue additional performance improvements based on previous findings.

f) Goal Setting. Business Coach will assist Customer or Authorized Pharmacy Personnel, as applicable, in establishing strategic, operational and growth goals for its coming year.

g) Privacy of Customer Data. Customer authorizes limited use, disclosure, and exchange of Pharmacy Data by and among ABDC and Program Partners, including its associates and subcontractors who provide Business Coaching and analysis, pursuant to the Data Protection Provisions (Exhibit A) to assist Customer and improve the overall effectiveness of this Available Program. For greater clarity, except as set forth above, as may be applicable to Authorized Pharmacy Personnel, or as otherwise authorized by Customer, no other person will have access to Customer's Coaching Data, including members of ABDC's pharmacy distribution sales force engaged in selling products to Customer's Pharmacy. This enhanced privacy for Coaching Data supersedes any otherwise authorized uses under the Master Program Agreement.

**6. Customer Responsibilities**

a) Gather Data. Prior to the initial meeting, Customer will gather a pre-defined list of business reports, to be supplemented as reasonably requested by Business Coach, including: (i) Financial statements: 12-month profit and loss statements, balance sheets, and payroll information; (ii) Operational data: inventory, labor and other information not available in InSite; and (iii) Other information: as deemed necessary. Full-scope business coaching services may not be able to commence until customer data is provided.

b) Customer Action. Customer will implement recommendations that Customer determines are appropriate to its operations, and monitor the operational and financial impact of such recommendations.

c) Customer Responsibility. Customer acknowledges and agrees that it is solely responsible for: (i) the decision to implement and the implementation of the industry best practices recommended by the Business Coach; and (ii) all actions, inactions, and/or other activity by its Authorized Pharmacy Personnel. ALL RISKS ASSOCIATED WITH BUSINESS COACHING, THE RESULTS THEREOF, OR OTHERWISE IN CONNECTION WITH THIS AVAILABLE PROGRAM, ARE EXPRESSLY ASSUMED BY CUSTOMER, AND ALL BUSINESS COACHING IS PROVIDED "AS-IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND IS NOT INTENDED TO CONSTITUTE OR REFLECT LEGAL, PROFESSIONAL, OR OTHER ADVICE.

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## Pharmacy Data Services Term Sheet

### 1. Program Description

ABDC will furnish to Customer the following data services (“**Data Services**”) to assist with pharmacy computer applications, including pharmacy management and point-of-sale systems. Data Services are only available to ABDC customers. Multi-location computer systems, whether or not connected, will be charged per Pharmacy or other location.

### 2. Electronic Order Entry and Confirmation

ABDC accepts electronic purchase orders directly from Customer's computer system and provides electronic confirmation that an order has been received and that stock is allocated to fill the order. Confirmation is sent directly to Customer's systems when enabled by Customer's system vendors. There are no fees for electronic order entry and confirmation.

### 3. Catalog and Price Updates–Rx Products

ABDC provides electronic product descriptions and pricing data that Customer may download to its pharmacy management and point of sale systems, including basic drug description fields, Customer's invoice cost, contract price, and standard reference benchmarks such as average wholesale price (“**AWP**”) or Suggested Wholesale Price (“**SWP**”) for prescription pharmaceuticals. ABDC currently obtains Data Services information from First Databank (“**FDB**”) and, where FDB does not provide standard benchmarks available from other publishers, ABDC may supplement it by using an industry standard calculation (for example, 1.2 times FDB's WAC for brand Rx). Initial file loads may include all eligible products or be based on Customer's purchase history.

|          |                             |
|----------|-----------------------------|
| Premier: | Included; no additional fee |
| GNP:     | \$55 per month              |
| Other:   | \$55 per month              |

### 4. Catalog and Price Updates–OTC Products

ABDC provides electronic pricing data for point-of-sale systems relating to Customer's invoice acquisition cost, contract prices, and retail selling prices for over-the-counter and other non-prescription products. Initial file loads can include all eligible products or be based on Customer's purchase history.

|          |                             |
|----------|-----------------------------|
| Premier: | Included; no additional fee |
| GNP:     | \$55 per month              |
| Other:   | \$55 per month              |

### 5. Delivery Options

- a) EDI File Download. Subject to capabilities of Customer's systems, allows unattended exchange of EDI documents to support all three Data Services.
- b) Secure Web Site. A secure directory for downloading catalog and price update files (Rx and OTC).

### 6. Compendia Sources and Benchmark Prices

a) First Databank. ABDC obtains certain industry and benchmark price data for use in Data Services from FDB. Where FDB does not provide standard reference benchmarks (such as AWP) available from other publishers, ABDC may supplement it by using an industry standard calculation (for example, 1.2 times FDB's WAC for brand Rx).

b) Medi-Span. ABDC obtains certain industry and standard reference benchmarks such as AWP from Medi-Span.

### 7. Disclaimers

ABDC uses reasonable care in collecting and transmitting Data Services information. ABDC obtains some Data Services information from other parties it believes are reliable, such as SWP from FDB. However, pursuant to Paragraph 7.2 of Exhibit C (Provisions), ABDC does not warrant accuracy of codes, prices or other Data Services information. Data Services information is intended as a supplement to, and not a substitute for, knowledge, expertise, skill and judgment of Customer and Customer's pharmacists and other professionals. ABDC strongly encourages Customer to regularly review its systems to identify and address incorrect application of Data Services information, such as different assumptions about package size, case quantities, units of measure or units of use.

### 8. 340B Program

Notwithstanding any contrary provisions herein, if Customer is eligible to participate in the 340B drug purchase program established pursuant to the Veterans Health Care Act of 1992 as part of Public Law 102-585 (“**340B Program**”) and uses the services of a third party (“**340B Service Provider**”) to assist with its participation in the 340B Program, in the event that Customer requests ABDC to provide Data Services to its 340B Service Provider, Customer will: (i) enter into an agreement with its 340B Service Provider containing confidentiality and other provisions that are similar in form and substance to those set forth herein with respect to the Data Services; and (ii) indemnify ABDC with respect to any Data Services ABDC provides to a 340B Service Provider at Customer's request.

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## Unsaleable Returns Term Sheet

### 1. Program Description

ABDC's unsaleable returns program provides pharmacies with a comprehensive solution for the proper disposal of unsaleable pharmaceutical products and includes all processing, shipping, and destruction costs, while allowing pharmacies to optimize the recoverable value of returned products. This Available Program is available to retail, independent community pharmacies and long-term care pharmacies.

### 2. Contract Returns Processor

ABDC utilizes a third party as its designated "**Contract Returns Processor**" (currently Inmar Inc., hereinafter referred to as "**Inmar**"). Customer must be authorized by ABDC to participate in this Available Program. Customer must use the portal to administer and process returns which are shipped directly to Inmar and processed for potential manufacturer credit once each month. Returns received after the published cutoff dates are processed the following month. Unsaleable products should be returned during the month the product expires as printed on the container as certain manufacturers do not issue credit for products returned earlier than three months before the expiration date. Customer is solely responsible for tracking and monitoring returns activity on the portal including details of products deemed eligible for manufacturer credit and reasons for products deemed not eligible. Reports are on the portal.

### 3. Credit Valuation

a) **Base Program.** Credit issued to Customer is based on the actual credit received from the manufacturer less Available Program fees to cover all shipping charges, processing and disposal costs, and financial reconciliation costs incurred by ABDC. Customer will receive a check for 80% of the manufacturer credit for eligible prescription products and 70% of the manufacturer credit for eligible non-prescription healthcare products.

b) **GNP Premier Program.** If Customer is a GNP Premier member, Customer may be issued a credit in advance of ABDC receiving credits from the manufacturer based on the Estimated Recovery Value ("ERV"). The ERV is calculated by ABDC based on the applicable manufacturer's return goods policies (which vary) and the manufacturer's credit issuance practices. Customer will receive a credit in the form of a check for the equivalent of 80% of the ERV for eligible prescription products and 70% of the ERV for eligible non-prescription healthcare products. The reduction of the ERV amount reflects a fee retained by ABDC for its services and costs incurred to manage this Available Program including shipping charges, processing and disposal costs, and financial reconciliation costs.

c) ABDC may adjust the ERV and credit amount at its discretion to reflect changes in manufacturer credit calculations and issuance policies. The amount credited to the Customer is not contingent on manufacturer issuing

credit to ABDC, excluding the following conditions ("**Exclusions**"): unusually large quantities of products that are returned through this Available Program; mRNA vaccine products subject to manufacturer return restrictions; returned products not purchased from ABDC; manufacturer making payments directly to Customer; and manufacturer selling products to distributors on a non-returnable basis. Adjustments to reported ERV subsequent to product return receipt and processing by Contract Returns Processor may alter check issuance dates and amounts paid to Customer for such Exclusions.

d) Contract Returns Processor's on-line portal may not always reflect most current ERV but provides the final credit amount issued to Customer in the form of a check. The products not eligible for ERV credit may be accepted by the Contract Returns Processor for disposal (but will not be returned to Customer). ABDC may adjust the fees retained or implement ancillary fees for certain services as necessary.

### 4. Payments

a) **Base Program.** Customer receives a monthly check that includes all manufacturer credits issued, on Customer's behalf, to ABDC during the previous month.

b) **GNP Premier Program.** If Customer is a GNP Premier member, Customer receives a single check for the eligible products returned to the Contract Return Processor during the monthly return period. The check will be issued within 45 days of the close of the return period when processed returns are eligible for credit, reported by the Contract Returns Processor, and not subject to Exclusions.

### 5. Premier Franchisee Benefits

a) **On-Site Assistance.** On-site assistance is available to *Good Neighbor Pharmacy* Premier Members that are in good standing. On-site services include processing of returns, packing and shipping of returned products, printing inventory manifests, and requesting Form 222 for CII Products. Such services are provided by Retail Merchandising Specialists and are optional. Eligible products may be returned directly to the Contract Returns Processor between on-site visits.

b) **Prefunded Value.** Customer's check amount is based on the credit valuation described in Section 3 and is issued within 45 days of the end of the reporting period. Customer is not required to reconcile the return claims to the manufacturers and the payment issued by manufacturers, which can take several months, enhancing cash flow and reducing expense.

### 6. Products Included

- a) Prescription products, including controlled substances.
- b) Full and partial containers.
- c) Over-the-counter healthcare products in full containers.

**7. Products Not Eligible for Credit**

- a) Products not purchased from ABDC and ineligible per manufacturer return goods policy or credit issuance.
- b) Products not in manufacturer's original container.
- c) Products returned outside manufacturer allowable dates.
- d) Products that are private labeled (e.g., *Good Neighbor Pharmacy*).
- e) Products that are non-pharmaceuticals such as medical equipment and home healthcare aids.

**8. Recalled Products**

- a) Recalled products may be returned by Customer directly to manufacturers or the manufacturer's returns processor according to the manufacturer's recall instructions issued at the time of the recall.
- b) Recalled products may also be returned through this Available Program, and credit received according to the credit valuation terms in Section 3.

**9. Other Terms**

- a) Other terms and conditions provided or required by the Contract Returns Processor (e.g., no acceptance of products that are leaking, broken, tampered with, contaminated, or otherwise soiled, etc.) may apply.
- b) This Available Program does not cover unsaleable products returned to Customer's servicing distribution center.
- c) This Available Program does not cover saleable products, flu vaccines, or Good Neighbor Pharmacy private label products, each of which should be returned directly to Customer's servicing distribution center in accordance with ABDC's standard returns policy.
- d) Customer must comply with shipping, product handling and disposal, and return authorization requirements, including but not limited to DOT, DEA, FDA, HIPAA, and EPA requirements and applicable federal, state, and local laws.

**10. Long-Term Care Pharmacies**

Non-prescription products and excessive returns not in original manufacturer's packaging are not eligible for return.

**11. Customers located in the State of Georgia**

To comply with Georgia regulations, the following terms apply: (i) invoice credits are issued within 60 days after processing; (ii) prescription healthcare products must be purchased from ABDC to be eligible for credit; (iii) non-prescription healthcare products may be returned for disposal, but no credit is issued, (iv) products must be returned after the product expiration date and must be processed by Contracts Returns Processor within six months after the expiration date; and (v) the credit amount is based on Customer's purchase price from ABDC less a 7% fee.

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**Statement of Work-Services (Form)  
For Special Projects**

AmerisourceBergen Drug Corporation (“ABDC”) will furnish the following special services (“Services”) to Customer pursuant to this Statement of Work (“SOW”). This SOW is effective as of \_\_\_\_\_ (“SOW Effective Date”).

**1. Description of Work.** ABDC will perform the following Services:

A. Description: \_\_\_\_\_

\_\_\_\_\_

B. Schedule: \_\_\_\_\_

\_\_\_\_\_

C. ABDC Training: \_\_\_\_\_

\_\_\_\_\_

D. Performance of all Services will be concluded by: \_\_\_\_\_

**2. Compensation.** Customer will compensate ABDC as follows for Services.

- A. Option 1—Time and materials. ABDC will issue invoices at the end of each [day/week/month] for Services performed in the previous [day/week/month]. Invoices will itemize charges with reasonable detail. Payment is due within 15 days from the applicable invoice date.

Customer will pay ABDC \$ \_\_\_\_\_ per \_\_\_\_\_ [day/week/month] per person.

- B. Option 2—Fixed price. ABDC will invoice Customer for fixed amounts below. Invoices will itemize charges in reasonable detail. Payment is due within 15 days from the applicable invoice date.

Customer will pay ABDC \$ \_\_\_\_\_ as follows: \_\_\_\_\_ % upon execution of this SOW;  
\_\_\_\_\_ % upon completion of:

\_\_\_\_\_ % upon completion of: \_\_\_\_\_

\_\_\_\_\_ % upon full completion of Services.

**3. Expenses.** Customer will reimburse ABDC for reasonable documented expenses incurred consistent with ABDC's travel and expense policy.

**4. Incorporation of Terms.** All other terms and conditions of the Master Program Agreement, including all Exhibits thereto, are hereby incorporated by reference into this SOW. Capitalized words not defined in this SOW have the meaning defined in the Master Program Agreement, Elevate Provider Network Term Sheet, or Elevate Advanced Features Term Sheet, as applicable.

IN WITNESS WHEREOF, each party's authorized officer, partner or principal has signed this Statement of Work as of the SOW Effective Date.

**Customer**

**ABDC**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*NOTE: This form applies to special projects and other work that is outside the scope of any other Available Program and agreed upon by ABDC and Customer. Using this SOW Form allows the parties to quickly and easily agree on work to be done for an ABDC customer, as well as price and other terms. Special projects must be priced at full fair market value.*

EXHIBIT C  
TABLE OF CONTENTS OF GNP MANUAL(S)

# Table of Contents

|  |    |  |    |
|--|----|--|----|
| <i>Good Neighbor Pharmacy Overview</i>                               | 3  | Elevate Provider Network                             | 62 |
| <i>Good Neighbor Pharmacy Brand Guidelines</i>                       | 7  | Business performance                                 | 69 |
| <i>Good Neighbor Pharmacy Central</i>                                | 27 | Business coaching                                    | 71 |
| In-Store Experience  | 28 | Pet health   | 73 |
| The Front-End solution, retail pricing, planograms and merchandising | 30 | Marketplace Overview                                 | 74 |
| <i>Good Neighbor Pharmacy private label products</i>                 | 31 | Blood pressure management                            | 75 |
| <i>Good Neighbor Pharmacy private label autoshipments</i>            | 32 | Expo RX Card   | 76 |
| Free Vitamin Program   | 33 | Credit card processing                               | 78 |
| Pharmacy and point of sale systems                                   | 34 | <i>Good Neighbor Pharmacy prescription bags</i>      | 79 |
| PRxO Generics  | 38 | On-hold messaging services                           | 80 |
| Unsaleable returns program   | 42 | Photo service  | 81 |
| <i>Good Neighbor Pharmacy University</i>                             | 43 | Retailer gift cards and other popular prepaid cards  | 82 |
| Marketing  | 56 | Travel and trial size items                          | 83 |
| Marketing offerings and resources                                    | 58 | Vials and caps                                       | 84 |
| Protect your independence  | 60 | <i>Good Neighbor Pharmacy programs and resources</i> | 94 |



**EXHIBIT D**  
**LIST OF CURRENT AND FORMER FRANCHISEES AS OF SEPTEMBER 30, 2024**  
**CURRENT FRANCHISEES**

**ACTIVE PREMIER FRANCHISEES**

| <b>Pharmacy Name</b>                  | <b>Street Address</b>                         | <b>City</b>    | <b>State</b> | <b>ZIP Code</b> |
|---------------------------------------|---|----------------|--------------|-----------------|
| 5 Minute Pharmacy                     | 94-216 Farrington Highway, Suite B1-102       | Waipahu        | Hawaii       | 96797           |
| 5 Minute Pharmacy Ala Moana           | 725 Kapiolani Boulevard Suite C111            | Honolulu       | Hawaii       | 96813-6016      |
| 5 MINUTE PHARMACY DOWNTOWN            | 928 NUUANU AVE # 1-B                          | HONOLULU       | Hawaii       | 96817-5190      |
| 5 MINUTE PHARMACY LONG TERM CARE      | 94-449 Akoki St #102                          | WAIPAHU        | Hawaii       | 96797-1922      |
| 86th Street Community Pharmacy Corp   | 2789 86th Street                              | Brooklyn       | New York     | 11223           |
| 90th Street Pharmacy                  | 1262 Madison Avenue                           | New York       | New York     | 10128           |
| A&B Sunset Pharmacy                   | 4201 Sunset Boulevard                         | Steubenville   | Ohio         | 43952           |
| A & O Peninsula Pharmacy              | 1860 El Camino Real Suite 108                 | Burlingame     | California   | 94010           |
| A+ Care Fusion Pharmacy               | 204 North Greenville Avenue Suite 124         | Allen          | Texas        | 75002-9130      |
| A1Care Pharmacy                       | 2001 E 4TH ST STE 112                         | SANTA ANA      | California   | 92705-3916      |
| A-1 Pharmacy                          | 815-3 South Moody Road                        | Palatka        | Florida      | 32177           |
| Aalpha Pharmacy                       | 174 South Alvarado Street                     | Los Angeles    | California   | 90057-2211      |
| Abala Pharmacy                        | 550 West Eaton Avenue, Suite B                | Tracy          | California   | 95376-3445      |
| Absolute Wellness Pharmacy            | 19720 Ventura Boulevard Unit 100              | Woodland Hills | California   | 91364           |
| Abundant Life Pharmacy                | 117 North Main Street                         | Baxley         | Georgia      | 31513           |
| Access Medical Pharmacy               | 1271 Westwood Boulevard                       | Los Angeles    | California   | 90024           |
| Accokeek Drug and Health Care Inc     | 15789 Livingston Road Suite 108               | Accokeek       | Maryland     | 20607           |
| ACE Medical Pharmacy                  | 9171 Wilshire Boulevard Suite B               | Beverly Hills  | California   | 90210           |
| Ace Pharmacy & Discount               | 1572 West 37th Street                         | Hialeah        | Florida      | 33012           |
| ACME Pharmacy                         | 1548 East Fowler Avenue                       | Tampa          | Florida      | 33612           |
| Acquaviva's Pharmacy                  | 1555 Port Malabar Northeast, Suite 101        | Palm Bay       | Florida      | 32905           |
| Acts Pharmacy and Healthcare Services | 1901 South Union Avenue Building B Suite 2011 | Tacoma         | Washington   | 98405           |
| Adair Drug                            | 510 Burkesville Street Suite 1                | Columbia       | Kentucky     | 42728           |

|   |                                      |              |                |            |
|---|--------------------------------------|--------------|----------------|------------|
| Adams-Cumberland Pharmacy                 | 3463 Biglerville Road                | Biglerville  | Pennsylvania   | 17307      |
| Adams Drug Store                          | 408 B 16th Avenue E                  | Cordele      | Georgia        | 31015      |
| Adams Family Pharmacy                     | 6381 Hamilton Street                 | Preston      | Georgia        | 31824      |
| Adams Family Pharmacy                     | 98 Peachtree Street                  | Cuthbert     | Georgia        | 39840-5807 |
| ADD Drug                                  | 1695 South Lumpkin Street            | Athens       | Georgia        | 30606      |
| Adler Pharmacy                            | 3806 A North Church Street           | Greensboro   | North Carolina | 27405      |
| Adrien Pharmacy                           | 7023 Miami Avenue                    | Cincinnati   | Ohio           | 45243      |
| Advanced Care Pharmacy Services           | 2136 Robinson Road, Suite 2          | Jackson      | Michigan       | 49203      |
| Advanced Health Pharmacy                  | 7916 Oakland Drive                   | Portage      | Michigan       | 49024      |
| Advanced Pharmacy                         | 288 Smith Street                     | Perth Amboy  | New Jersey     | 08861      |
| Advanced Rx Pharmacy 060                  | 1400 Donelson Pike Ste A15           | Nashville    | Tennessee      | 37217      |
| Advance Pharmacy                          | 110 South Oak                        | Advance      | Missouri       | 63730      |
| A Family Pharmacy Apple Valley            | 15863 Kasota Road Suite C            | Apple Valley | California     | 92307      |
| AGH Rediscripts Pharmacy                  | 9733 Healthway Drive                 | Berlin       | Maryland       | 21811      |
| AHCS Specialty Care Sacramento            | 1820 Tribute Road Suite G            | Sacramento   | California     | 95815      |
| Akers United Drug                         | 406 North Park Street                | Chewelah     | Washington     | 99109      |
| Alameda Thrifty Pharmacy                  | 4900 ALAMEDA AVE                     | EL PASO      | Texas          | 79905      |
| Alaska Family Pharmacy                    | 1001 Noble Street                    | Fairbanks    | Alaska         | 99701      |
| Alaska Family Pharmacy                    | 167 South Santa Claus Lane           | North Pole   | Alaska         | 99705      |
| Alberts Pharmacy                          | 201 South Main Street Suite 2        | Pittston     | Pennsylvania   | 18640      |
| Albuquerque City Drug                     | 205 Silver Avenue SW Suite D         | Albuquerque  | New Mexico     | 87102      |
| Alexander's Drug Store                    | 211 East Main Street                 | Fennville    | Michigan       | 49408      |
| Alexa Pharmacy                            | 919 Tyson Avenue                     | Philadelphia | Pennsylvania   | 19111      |
| Alhambra Professional Pharmacy            | 330 South Garfield Avenue, Suite 104 | Alhambra     | California     | 91801      |
| Aliton's Pharmacy Home Healthcare Centers | 12 Sussex Street                     | Port Jervis  | New York       | 12771-2253 |
| AllCare Pharmacy                          | 12998 Hesperia Road Suite 102        | Victorville  | California     | 92395-8317 |
| AllCare Pharmacy                          | 331 Main Street                      | Salinas      | California     | 93901      |
| All Care Pharmacy                         | 7125 Allen Road                      | Allen Park   | Michigan       | 48101      |
| Allcare Pharmacy & Healthcare Services    | 112 South Oxley Drive                | Lyons        | Georgia        | 30436      |
| Allentown Pharmacy                        | 2 South Main Street                  | Allentown    | New Jersey     | 08501      |
| Alliance Specialty Pharmacy               | 25301 Van Dyke Avenue                | Center Line  | Michigan       | 48015      |

|                                       |  |                  |                |            |
|---------------------------------------|--|------------------|----------------|------------|
| Allstar Pharmacy                      | 105 Terhune Avenue                     | Lodi             | New Jersey     | 07644      |
| Alpha-1 Pharmacy                      | 341 East Main Street<br>Suite #104     | San Jacinto      | California     | 92583-4206 |
| Alphacare Specialty Pharmacy          | 1510 Gunbarrel Road Suite 500          | Chattanooga      | Tennessee      | 37421-7175 |
| Alta Care Pharmacy                    | 1004 W FOOTHILL BLVD<br>SUITE 101      | UPLAND           | California     | 91786      |
| Altama Discount Pharmacy              | 5711 Altama Avenue suite G             | Brunswick        | Georgia        | 31525      |
| Altamed Pharmacy West Covina          | 1300 South Sunset Avenue<br>Room 100   | West Covina      | California     | 91790-3342 |
| Alwan Pharmacy and Compounding Center | 311 North Western Avenue               | Peoria           | Illinois       | 61604      |
| Alwood Pharmacy                       | 211 South 1st Street                   | Alpha            | Illinois       | 61413      |
| AMCARE PHARMACY                       | 760 S WASHBURN AVENUE<br>SUITE 01/02   | CORONA           | California     | 92882      |
| American Drug                         | 1 East Main Street                     | Greenbrier       | Arkansas       | 72058      |
| American Home Pharmacy                | 454 Ingram Street                      | Clinton          | Arkansas       | 72031-6609 |
| American Surgical Pharmacy            | 103 East Highland Avenue               | San Bernardino   | California     | 92404      |
| Amity Road Pharmacy                   | 810 Amity Road Suite 101               | Conway           | Arkansas       | 72032      |
| AM Pharmacy                           | 10401 Anderson Mill Road<br>Suite112B  | Austin           | Texas          | 78750      |
| ANDERSON'S PHARMACY                   | 112 East Main Street                   | North Carrollton | Mississippi    | 38947      |
| Anderson Crossing Pharmacy            | 3318 Andersonville Highway             | Andersonville    | Tennessee      | 37705      |
| Anderson Family Pharmacy              | 1142 Jackson Street                    | Anderson         | South Carolina | 29625-2760 |
| Anderson Pharmacy                     | 1108 Marquette Avenue                  | Bay City         | Michigan       | 48706      |
| AndersonRx, Inc                       | 2940 East Street                       | Anderson         | California     | 96007      |
| Andres Pharmacy and Discount          | 7167 Southwest 8th Street              | Miami            | Florida        | 33144      |
| Andrew Browns Drug Store Inc          | 1502 Pittston Avenue                   | Scranton         | Pennsylvania   | 18505      |
| Angelo Pharmacy                       | 492 Ferry Street                       | Newark           | New Jersey     | 07105      |
| Angier Family Pharmacy, LLC           | 50 East Depot Street                   | Angier           | North Carolina | 27501-6017 |
| Ann Arbor Pharmacy LLC                | 2418 East Stadium Boulevard            | Ann Arbor        | Michigan       | 48104      |
| A Plus Pharmacy                       | 4750 East Moody Boulevard Suite 107    | Bunnell          | Florida        | 32110      |
| Apollo Pharmacy                       | 418 West Broughton Street              | SAVANNAH         | Georgia        | 31401-3218 |
| Apollo Pharmacy                       | 29645 Rancho California Road Suite 129 | Temecula         | California     | 92591-5285 |
| Apollo Pharmacy #2                    | 111 Canal Street Suite 101             | Pooler           | Georgia        | 31322-4054 |

|                              |                                     |                |                |            |
|------------------------------|-------------------------------------|----------------|----------------|------------|
| Apollo Pharmacy of Wyandotte | 2000 Eureka Road                    | Wyandotte      | Michigan       | 48192-6004 |
| Apothecare Pharmacy          | 1006 Main St                        | Wartburg       | Tennessee      | 37887      |
| Apothecary Shoppe            | 82 South 1100 East, Suite 104       | Salt Lake City | Utah           | 84102      |
| Appleby Drug Store           | 133 E Shirley St                    | Mount Union    | Pennsylvania   | 17066      |
| Apple Discount Drug          | 520 Clinch Avenue                   | Clinton        | Tennessee      | 37716-4228 |
| Arapaho Pharmacy             | 57 Arapaho Village                  | Richardson     | Texas          | 75080      |
| Arbor Lakes Pharmacy         | 1549 Holmes Road                    | Ypsilanti      | Michigan       | 48198      |
| Archdale Drug                | 11220 North Main Street             | Archdale       | North Carolina | 27263      |
| Arden Medical Pharmacy       | 435 West Arden Avenue Suite 110     | Glendale       | California     | 91203      |
| AR-EX Drug Store             | 801 Broadway                        | Marysville     | Kansas         | 66508      |
| AR-EX Pharmacy               | 370 New Brunswick Avenue            | Fords          | New Jersey     | 08863      |
| Arianna Medical Pharmacy     | 3600 North Verdugo Road Suite 103   | Glendale       | California     | 91208      |
| Aries Pharmacy               | 8200 State Route 366                | Russells Point | Ohio           | 43348-9670 |
| Arka Pharmacy                | 621 East Glenoaks Boulevard Suite C | Glendale       | California     | 91207      |
| Arlington Pharmacy           | 106 North Main Street               | Arlington      | Ohio           | 45814      |
| Armen Pharmacy               | 1025 East Broadway                  | Glendale       | California     | 91205      |
| Armitage Pharmacy, Inc.      | 3650 West Armitage Avenue Suite 100 | Chicago        | Illinois       | 60647      |
| ARON'S PHARMACY              | 1209 NORTH 18TH ST                  | MONROE         | Louisiana      | 71201      |
| Arrow Pharmacy               | 317 Bankhead Highway Suite A        | Carrollton     | Georgia        | 30117-2497 |
| ASG Rx Corp                  | 10216 Liberty Avenue                | Ozone Park     | New York       | 11417      |
| Asheville Discount Pharmacy  | 76 Patton Avenue                    | Asheville      | North Carolina | 28801      |
| Ashland Drug                 | 53 North Second Street              | Ashland        | Oregon         | 97520      |
| Asti's South Hills Pharmacy  | 250 Mt Lebanon Boulevard            | Pittsburgh     | Pennsylvania   | 15234      |
| Audrey Pharmacy              | 9741 Bolsa Avenue, Suite 116        | Westminster    | California     | 92683      |
| Audrey Pharmacy #2           | 9822 Bolsa Avenue Suite G           | Westminster    | California     | 92683      |
| Avalon Pharmacy              | 58471 29 Palms Highway, Suite 301   | Yucca Valley   | California     | 92284      |
| Avery Pharmacy & Health Care | 436 Hospital Drive                  | Linville       | North Carolina | 28646      |
| Ayer Family Pharmacy         | 13 Park Street                      | Ayer           | Massachusetts  | 01432-1120 |
| Aynor Family Pharmacy        | 240 8th Avenue                      | Aynor          | South Carolina | 29511      |
| Azaal Discount Pharmacy      | 9834 Conant Street                  | Hamtramck      | Michigan       | 48212      |
| Azaal Pharmacy II LLC        | 15120 Michigan Avenue               | Dearborn       | Michigan       | 48126      |
| B&B PHARMACY                 | 10244 Rosecrans Avenue              | Bellflower     | California     | 90706      |

|                                      |                                       |               |                |                |
|--------------------------------------|---------------------------------------|---------------|----------------|----------------|
| B & B Pharmacy                       | 300 North Ballard                     | Pampa         | Texas          | 79065          |
| B & B Pharmacy                       | 462 Haywood Road                      | Asheville     | North Carolina | 28806          |
| B & C Drug Company                   | 702 12TH Street                       | Belleville    | Kansas         | 66935          |
| Bachman Drug                         | 129 South Fowler                      | Meade         | Kansas         | 67864          |
| Baggett Pharmacy Inc                 | 133 East Race Street                  | Kingston      | Tennessee      | 37763          |
| Bainbridge Pharmacy                  | 1420 East Evans Street                | Bainbridge    | Georgia        | 39819          |
| Bakers Family Pharmacy               | 200 West Main street                  | Jackson       | Tennessee      | 38301          |
| Balboa Pharmacy                      | 6465 Balboa Avenue<br>Suite 101       | San Diego     | California     | 92111          |
| Baldwin Pharmacy LLC                 | 1927 Grand Avenue                     | North Baldwin | New York       | 11510-<br>2818 |
| Bangor Drug Company                  | 711 Broadway Suite 1                  | Bangor        | Maine          | 04401-<br>3225 |
| Banner Drug Co                       | 308A Mocksville Highway               | Statesville   | North Carolina | 28625          |
| Banner Drug Downtown<br>Statesville  | 307 North Center Street               | Statesville   | North Carolina | 28677          |
| Banner Drug of Harmony               | 111 West Memorial<br>Highway          | Harmony       | North Carolina | 28634-<br>0436 |
| Banner Elk Pharmacy                  | 110 Park Avenue                       | Banner Elk    | North Carolina | 28604          |
| Barber's Pharmacy                    | 731 Cameron Drive                     | Blackshear    | Georgia        | 31516          |
| Barnes Drug Store                    | 200 South Patterson Street            | Valdosta      | Georgia        | 31601          |
| Barnett's Drug                       | 1661 East Lee Street                  | Rogersville   | Alabama        | 35652          |
| Barr's Pharmacy                      | 28 West Main                          | Xenia         | Ohio           | 45385-<br>2938 |
| Barr's Pharmacy of<br>Blanchester    | 601 West Main Street                  | Blanchester   | Ohio           | 45107-<br>1141 |
| BARR'S PHARMACY OF<br>HILLSBORO      | 119 South High Street                 | Hillsboro     | Ohio           | 45133          |
| BARR'S PHARMACY OF<br>SABINA         | 12459 East US Route 22 3              | Sabina        | Ohio           | 45169          |
| Barrachina Pharmacy                  | 2004 East Expressway 83<br>Suite 2    | Weslaco       | Texas          | 78596          |
| Barrington Wilshire<br>Pharmacy      | 11701 Wilshire Boulevard,<br>Suite 3  | Los Angeles   | California     | 90025          |
| Barrys Drug Center                   | 414 Poyntz Avenue                     | Manhattan     | Kansas         | 66502-<br>6086 |
| Basalt Clinic Pharmacy               | 110 Midland Avenue                    | Basalt        | Colorado       | 81621          |
| Bascom Pharmacy                      | 105 North Bascom Avenue,<br>Suite 101 | San Jose      | California     | 95128          |
| Bastrop Medicine Shop                | 1110 Main Street, Suite A             | Bastrop       | Texas          | 78602          |
| Batts Drug Company Inc               | 115 Commerce Street                   | Hawkinsville  | Georgia        | 31036          |
| Batts Drug Company<br>Mansfield, LLC | 4424 Highway 213                      | Mansfield     | Georgia        | 30055          |
| Baxley Wellness<br>Pharmacy Inc      | 160 Azalia Road                       | Baxley        | Georgia        | 31513          |
| Bayboro Pharmacy                     | 702 MAIN ST                           | BAYBORO       | North Carolina | 28515          |
| Bayfield Pharmacy                    | 871 County Road 501                   | Bayfield      | Colorado       | 81122          |
| Bay Pharmacy                         | 112 South State Street                | St Ignace     | Michigan       | 49781          |

|                                |  |                    |                |            |
|--------------------------------|--|--------------------|----------------|------------|
| Bay Pharmacy                   | 7407 W FM 2147                         | Horseshoe Bay      | Texas          | 78657      |
| Bayshore Pharmacy              | 2 Bayshore Plaza                       | Atlantic Highlands | New Jersey     | 07716      |
| Bay Shore Pharmacy             | 93 A 4th Street                        | Suttons Bay        | Michigan       | 49682      |
| Bay Street Pharmacy            | 7746 Bay St                            | Sebastian          | Florida        | 32958      |
| BBRx Pharmacy                  | 6013 7th Avenue Unit B                 | Brooklyn           | New York       | 11220      |
| Beach Pharmacy of Avon         | 41934 Highway 12                       | Avon               | North Carolina | 27915      |
| Beach Pharmacy of Hatteras     | 57353 Highway 12                       | Hatteras           | North Carolina | 27943      |
| Beach Street Pharmacy          | 7630 North Beach Street Suite 170      | Fort Worth         | Texas          | 76137      |
| Beach Terrace Pharmacy         | 12282 Beach Boulevard                  | Stanton            | California     | 90680-3970 |
| Beacon Prescriptions           | 25 Collins Road                        | Bristol            | Connecticut    | 06010      |
| Beacon Prescriptions           | 875 Foxon Road                         | East Haven         | Connecticut    | 06513      |
| Beacon Prescriptions           | 543 West Main Street                   | New Britain        | Connecticut    | 06053      |
| Beacon Prescriptions           | 609 North Main Street                  | Southington        | Connecticut    | 06489      |
| Beacon Prescriptions South St. | 57 South Street                        | Bristol            | Connecticut    | 06010      |
| Bear Creek Pharmacy            | 24046 Clinton Keith Road Suite 107     | Wildomar           | California     | 92595      |
| Beasley Drug Company           | 933 Center Street                      | Conyers            | Georgia        | 30012      |
| Beauton Drug                   | 124 North Washington                   | East Praire        | Missouri       | 63845      |
| Bechtels Pharmacy              | 302 Main Street                        | Slatington         | Pennsylvania   | 18080      |
| Beebe Drug Inc                 | 703 Dewitt Henry Drive                 | Beebe              | Arkansas       | 72012      |
| Beeman's Rx Pharmacy           | 355 East 21st Street                   | San Bernardino     | California     | 92404      |
| Beemans Highland Pharmacy      | 399 East Highland Avenue               | San Bernardino     | California     | 92404      |
| Belew Drug Choto               | 1616 Choto Markets Way                 | Knoxville          | Tennessee      | 37922      |
| Belew Drugs                    | 2021 North Broadway St                 | Knoxville          | Tennessee      | 37917      |
| Belew Drugs Asheville Highway  | 8622 Asheville Highway                 | Knoxville          | Tennessee      | 37924-4107 |
| Belew Drugs Washington Pike    | 5908 Washington Pike Suite 102         | Knoxville          | Tennessee      | 37918      |
| Belleville Pharmacy, LLC.      | 338 Washington Avenue                  | Belleville         | New Jersey     | 07109      |
| Bell Pharmacy                  | 1907 Route 27                          | Edison             | New Jersey     | 08817      |
| Ben Hill Pharmacy              | 3740 CAMPBELLTON RD SW                 | ATLANTA            | Georgia        | 30331-5222 |
| Benivex Pharmacy               | 370 West Indian Trail                  | Aurora             | Illinois       | 60506      |
| Bennett's Hometown Pharmacy    | 13202 Cleveland Street West, Suite 100 | Nahunta            | Georgia        | 31553      |
| Bennett's Hometown Pharmacy    | 26826 Highway 82                       | Waynesville        | Georgia        | 31566      |
| Bennett's Hometown Pharmacy    | 4402 North Second Street Suite C       | Folkston           | Georgia        | 31537      |
| Benton Pharmacy                | 2606 Main Street                       | Benton             | Kentucky       | 42025      |
| Berea Drug                     | 402 Richmond Road Suite A              | Berea              | Kentucky       | 40403      |



|  |   |               |                |             |
|--|---|---------------|----------------|-------------|
| Berry & Sweeney Pharmacy                       | 1377 North Fair Oaks Avenue             | Pasadena      | California     | 91103--2101 |
| Berry Drug of Dardanelle                       | 417 Union Street                        | Dardanelle    | Arkansas       | 72834       |
| Best Care Pharmacy                             | 1306 Main Street Suite 102              | Ramona        | California     | 92065       |
| Best Care Pharmacy                             | 1040 South Pendleton Street             | Easley        | South Carolina | 29642       |
| Best Care Pharmacy Plus                        | 31500 Dequindre Road Suite 300          | Warren        | Michigan       | 48092       |
| BestRx   | 1103 North Main Street Suite E          | Fountain Inn  | South Carolina | 29644-1336  |
| Betsy Layne Pharmacy Inc                       | 11105 US Highway 23 South               | Betsy Layne   | Kentucky       | 41605       |
| BETTER HEALTH PHARMACY & WELLNESS              | 518 Burke Bypass                        | Olyphant      | Pennsylvania   | 18447       |
| BETTER HEALTH RX CORP                          | 503 W 125TH ST                          | NEW YORK      | New York       | 10027-3402  |
| Better Life Pharmacy                           | 1530 North McMullen Booth Road Suite D8 | Clearwater    | Florida        | 33759       |
| Better Life Pharmacy                           | 5621 Atlantic Avenue Suite 103          | Raleigh       | North Carolina | 27615       |
| Beverly Glen Pharmacy                          | 2946 North Beverly Glen Circle          | Los Angeles   | California     | 90077       |
| Big Brothers Pharmacy                          | 4801 Fenton Road                        | Flint         | Michigan       | 48507       |
| Big Spring Pharmacy                            | 91 South High Street                    | Newville      | Pennsylvania   | 17241       |
| Biocare Pharmacy                               | 10603 Bellaire Boulevard Suite B114     | Houston       | Texas          | 77072       |
| Bison Rx Inc                                   | 20442 Charleston Road                   | Buffalo       | West Virginia  | 25033       |
| Bi-Wize Pharmacy                               | 902 Main Street                         | Friona        | Texas          | 79035       |
| BJRX Pharmacy                                  | 1801 East March Lane Suite B280         | Stockton      | California     | 95210-6653  |
| Black & White Pharmacy                         | 8381 Bird Road                          | Miami         | Florida        | 33155       |
| Black River Pharmacy                           | 32A North Williamsburg County Highway   | Kingstree     | South Carolina | 29556       |
| Blanks Pharmacy                                | 272 Pike Street                         | Covington     | Kentucky       | 41011       |
| Blood Pharmacy                                 | 410 Main Street                         | Neligh        | Nebraska       | 68756       |
| Blood Pharmacy Tilden                          | 103 East 2nd Street                     | Tilden        | Nebraska       | 68781       |
| Blue Earth Drug                                | 125 South Grove Street Suite 1          | Blue Earth    | Minnesota      | 56013       |
| Bluegrass Apothecary                           | 3000 Alvey Park Drive West              | Owensboro     | Kentucky       | 42303       |
| Blythewood Pharmacy and Home Medical Equipment | 710-C University Village Drive          | Blythewood    | South Carolina | 29016       |
| Bobs Drugs                                     | 194 North Division Street               | Hesperia      | Michigan       | 49421       |
| Bocage Pharmacy Centre                         | 7150 Jefferson Highway Suite 680        | Baton Rouge   | Louisiana      | 70806       |
| Boies Medical Center Pharmacy                  | 828 Delbon Avenue                       | Turlock       | California     | 95382       |
| Bonaire Pharmacy                               | 810 SR 96 Suite 1800                    | Warner Robins | Georgia        | 31088       |
| Bond Pharmacy                                  | 703 West Buchanan                       | California    | Missouri       | 65018       |

|                                       |                                     |              |                |            |
|---------------------------------------|-------------------------------------|--------------|----------------|------------|
| Bono Family Pharmacy                  | 10040 North Highway 63 Suite 4      | Bono         | Arkansas       | 72416      |
| Book's Pharmacy                       | 1158 Logan Sewell Drive             | Vidalia      | Louisiana      | 71373-3342 |
| Boomtown Drug                         | 514 South Oklahoma Cutoff           | Burkburnett  | Texas          | 76354      |
| Boone's Pharmacy                      | 203 Lafayette Street                | Livingston   | Alabama        | 35470      |
| Boone Drug and Health Care            | 345 Deerfield Road                  | Boone        | North Carolina | 28607      |
| Boone Drug at Greenway                | 579 Greenway Road Suite 100         | Boone        | North Carolina | 28607      |
| Boone Drug at New Market              | 245 New Market Center               | Boone        | North Carolina | 28607      |
| Booneville Community Pharmacy         | 206 North Second Street             | Booneville   | Mississippi    | 38829      |
| Borden Family Pharmacy                | 3190 Alabama Highway 157            | Cullman      | Alabama        | 35058      |
| Boro Hall Pharmacy                    | 565 Bound Brook Road                | Middlesex    | New Jersey     | 08846      |
| BOTTINEAU CLINIC PHARMACY             | 314 OHMER ST                        | BOTTINEAU    | North Dakota   | 58318      |
| Bouvier Pharmacy Inc                  | 515 Lincoln Street                  | Marlborough  | Massachusetts  | 01752      |
| Bowling Family Pharmacy               | 314 Treuhaft Boulevard              | Barbourville | Kentucky       | 40906      |
| Bowman's Hillsdale Pharmacy           | 6256 Southwest Capitol Highway      | Portland     | Oregon         | 97239-2674 |
| Boyd's Pharmacy of Florence           | 306 Broad Street                    | Florence     | New Jersey     | 08518      |
| Boyd's Pharmacy of Mansfield          | 23202 Columbus Road Suite E         | Columbus     | New Jersey     | 08022      |
| Boyd's Pharmacy of Medford            | 5-100 Wilkins Station Road          | Medford      | New Jersey     | 08055      |
| Boyds Pharmacy of Bordentown          | 118 Farnsworth Avenue               | Bordentown   | New Jersey     | 08505      |
| Boyds Pharmacy of Pemberton           | 17 Fort Dix Road                    | Pemberton    | New Jersey     | 08068      |
| Boyt Drugs                            | 411 Main Street                     | Metuchen     | New Jersey     | 08840      |
| Brainerd Pharmacy                     | 3602 Brainerd Road                  | Chattanooga  | Tennessee      | 37411      |
| Brasstown Professional Pharmacy, Inc. | 23B Murphy Highway                  | Blairsville  | Georgia        | 30512      |
| BREHME DRUG                           | 220 East Main Street                | Manchester   | Iowa           | 52057      |
| Brent Air Pharmacy                    | 134 South Barrington Avenue         | Los Angeles  | California     | 90049      |
| Brentwood Pharmacy                    | 2530B SAN VICENTE BLVD              | Santa Monica | California     | 90402      |
| Brewster Family Pharmacy              | 360 North Wabash Avenue             | Brewster     | Ohio           | 44613      |
| Briarmill Pharmacy                    | 1820 Lanes Mill Road                | Brick        | New Jersey     | 08724      |
| Brick City Drugs                      | 159 Fountains Boulevard             | Madison      | Mississippi    | 39110      |
| Bright La Mirada Pharmacy             | 12675 La Mirada Boulevard Suite 100 | La Mirada    | California     | 90638      |
| BrightMed Pharmacy                    | 9630 Clarewood Drive Suite A-3      | Houston      | Texas          | 77036      |

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| Brimhall Pharmacy                       | 8305 Brimhall Road #1603        | Bakersfield      | California     | 93312-2243 |
| Broadneck Pharmacy                      | 269 Peninsula Farm Road         | Arnold           | Maryland       | 21012      |
| Broadway Pharmacy                       | 7581 Broadway                   | Lemon Grove      | California     | 91945-1605 |
| Broadway Pharmacy                       | 2790 Broadway Avenue            | North Bend       | Oregon         | 97459      |
| Broken Arrow Family Drug                | 3359 South Elm Place            | Broken Arrow     | Oklahoma       | 74012      |
| Broken Arrow Family Drug North          | 1030 East Lansing Street        | Broken Arrow     | Oklahoma       | 74012-7010 |
| Brooke's Pharmacy                       | 812 South Park Street Suite 5A  | Carrollton       | Georgia        | 30117      |
| Brooklet Drug                           | 102 Parker Avenue South         | Brooklet         | Georgia        | 30415      |
| Brookshire Bros. Pharmacy of Kirbyville | 1005 South Margaret             | Kirbyville       | Texas          | 75956      |
| Brothers Pharmacy                       | 118 West Pierson Road           | Flint            | Michigan       | 48505      |
| Brown's Pharmacy                        | 2021 North Macarthur, Suite 120 | Irving           | Texas          | 75061      |
| Brown's Pharmacy                        | 63 Canton Street                | Troy             | Pennsylvania   | 16947      |
| Brownings Pharmacy                      | 141 East Hibiscus Boulevard     | Melbourne        | Florida        | 32901      |
| Brownings Pharmacy                      | 1919 Alice Street               | Waycross         | Georgia        | 31501      |
| Browns Pharmacy                         | 121 Sullivan Street             | Canton           | Pennsylvania   | 17724      |
| Brownstone Rx                           | 114 West Bayfield Street        | Washburn         | Wisconsin      | 54891      |
| Bruner Pharmacy                         | 321 East Broadway Street        | Monett           | Missouri       | 65708      |
| Brunson's Pharmacy                      | 12 North Brooks Street          | Manning          | South Carolina | 29102      |
| BT PHARMACY                             | 14262 BEACH BLVD                | WESTMINSTER      | California     | 92683      |
| Buchanan Drugs                          | 106 Courthouse Square           | Buchanan         | Georgia        | 30113      |
| Buckeye Pharmacy                        | 15549 State Route 170 Suite 1   | East Liverpool   | Ohio           | 43920      |
| Buckleys Drug Store                     | 35 East Palisade Avenue         | Englewood        | New Jersey     | 07631-2932 |
| Buford Street Drug Store                | 115 North Granard Street        | Gaffney          | South Carolina | 29341      |
| Bunte's Pharmacy                        | 115 East Main Avenue            | Zeeland          | Michigan       | 49464      |
| Bunting Family Pharmacy                 | 1337-A New Road                 | Northfield       | New Jersey     | 08225      |
| Burbank Compounding Pharmacy            | 201 S BUENA VISTA ST            | Burbank          | California     | 91505      |
| Burgess Drug Store Inc. #2              | 19 Medical Loop Suite 2         | Whitley City     | Kentucky       | 42653      |
| Burgess Drug Store Inc # 3              | 2157 South Highway 27           | Stearns          | Kentucky       | 42647      |
| Burt's Pharmacy                         | 2900 Townsgate Road Suite 105   | Westlake Village | California     | 91361      |
| Burt's Pharmacy                         | 2333 Borchard Road              | Newbury Park     | California     | 91320      |
| Burt's Pharmacy Moorpark                | 865 Patriot Drive Suite 103     | Moorpark         | California     | 93021-3407 |
| Burwell Pharmacy                        | 137 Grand Avenue                | Burwell          | Nebraska       | 68823-0520 |
| Bushards Pharmacy                       | 244 Forest Avenue               | Laguna Beach     | California     | 92651      |

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| Butler Drug Store                 | 222 East Main Street                                | Portageville   | Missouri    | 63873      |
| Butler Pharmacy                   | 2301 Bridge Avenue                                  | Point Pleasant | New Jersey  | 08742      |
| Byers Pharmacy                    | 568 US HWY 36                                       | Byers          | Colorado    | 80103      |
| Byhalia Drug Company, LLC         | 7984 Hwy 178 W                                      | Byhalia        | Mississippi | 38611      |
| C & C Pharmacy                    | 621 West Memorial Drive                             | Dallas         | Georgia     | 30132-4120 |
| C & D Drug Store                  | 121 North Commerce Avenue                           | Russellville   | Arkansas    | 72801      |
| C & R Pharmacy                    | 204 North Detroit Street                            | West Liberty   | Ohio        | 43357      |
| Cabrillo Pharmacy                 | 146 North Brent Street                              | Ventura        | California  | 93003      |
| Cadillac Family Pharmacy          | 108 North Mitchell                                  | Cadillac       | Michigan    | 49601      |
| Caldwell Discount Drug Co         | 804 South Falls Blvd                                | Wynne          | Arkansas    | 72396      |
| Caleb's Hometown Pharmacy         | 801 Main Street                                     | Collins        | Mississippi | 39428      |
| Cali Pharmacy & Discount          | 1924-26 West 60th Street                            | Hialeah        | Florida     | 33012      |
| Calvert City Pharmacy             | 906 E. 5th Ave.                                     | Calvert City   | Kentucky    | 42029      |
| Camacho Pharmacy                  | 509 Elizabeth Avenue                                | Elizabeth      | New Jersey  | 07206      |
| Camden Pharmacy and Gift Emporium | 414 North Camden Drive                              | Beverly Hills  | California  | 90210      |
| Campbell's Hometown Pharmacy      | 272 Highway 11 E                                    | Bulls Gap      | Tennessee   | 37711      |
| Campbell's Pharmacy               | 2175 Highway 35                                     | Sea Girt       | New Jersey  | 08750      |
| Campbell Drug                     | 311 Main Street                                     | Oshkosh        | Nebraska    | 69154      |
| Campus Pharmacy                   | 100 UCLA Medical Plaza Suite 150                    | Los Angeles    | California  | 90024      |
| Cano Pharmacy                     | 12600 Southwest 120th Street Suite 102              | Miami          | Florida     | 33186      |
| Cano Pharmacy                     | 8300 West Flagler Street Suite 165                  | Miami          | Florida     | 33144      |
| Cano Pharmacy 5                   | 5190 North West 167th Street Suite 100              | Miami Lakes    | Florida     | 33014      |
| Capital City Pharmacy             | 339 Georgia Street                                  | Vallejo        | California  | 94590-5906 |
| Capitol Heights Pharmacy          | 1200 Madison Street                                 | Denver         | Colorado    | 80206      |
| Capsmart Pharmacy                 | 2557 Mowry Avenue Suite 11                          | Fremont        | California  | 94538      |
| Cardenas Pharmacy                 | 2741 Coral Way                                      | Miami          | Florida     | 33134      |
| Care More Pharmacy                | 151 Dorton-Jenkins Highway                          | Dorton         | Kentucky    | 41520      |
| Care Pharmacy                     | 302 East Bullard Avenue                             | Fresno         | California  | 93710      |
| Careplus Pharmacy                 | 701 West Dr Martin Luther King Jr Boulevard Suite 1 | Tampa          | Florida     | 33603      |
| Care Rx Pharmacy                  | 4501 Hale Avenue Suite 1                            | Harlingen      | Texas       | 78550      |
| Care Rx Pharmacy                  | 1167 East Tennessee Street                          | Tallahassee    | Florida     | 32308-6913 |
| Carerx Specialty Pharmacy AP      | 13201 Stephens Road Suite G                         | Warren         | Michigan    | 48089-4378 |

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| Carlin Springs Pharmacy             | 611 South Carlin Springs Road Suite 105          | Arlington        | Virginia       | 22204      |
| Carlisle Pharmacy                   | 771 Central Avenue                               | Carlisle         | Ohio           | 45005      |
| Carrboro Family Pharmacy            | 104 Highway 54 West Bypass Unit J Carrboro Plaza | Carrboro         | North Carolina | 27510      |
| CARRINGTON DRUG INC                 | 415 MAIN   | CARRINGTON       | North Dakota   | 58421      |
| Carroll Apothecary Inc              | 425 W US Highway 30 # 140                        | Carroll          | Iowa           | 51401      |
| Carroll Drug Store                  | 3 Village Green Way                              | Southwest Harbor | Maine          | 04679-1306 |
| Carroll Pharmacy                    | 840 South Brightleaf Boulevard                   | Smithfield       | North Carolina | 27577-4377 |
| Cashiers Valley Pharmacy            | 52 Cashiers Shopping Center Highway 64 East      | Cashiers         | North Carolina | 28717      |
| Castle Hill Drugs Inc               | 674 Castle Hills Avenue                          | Bronx            | New York       | 10473      |
| Catching's Prescriptions LTD        | 1900 South Coulter Street Suite F                | Amarillo         | Texas          | 79106      |
| Catinat Pharmacy                    | 9549 Bolsa Avenue Suite A                        | Westminster      | California     | 92683      |
| Cave City Pharmacy                  | 301 South Main Street Suite C                    | Cave City        | Arkansas       | 72521      |
| Cayucos Pharmacy                    | 72 South Ocean Avenue                            | Cayucos          | California     | 93430      |
| CDS #10 Pharmacy                    | 1308 Ashley Circle                               | Bowling Green    | Kentucky       | 42104      |
| Cedar Springs Pharmacy              | 14111 White Creek Avenue Northeast Suite 12      | Cedar Springs    | Michigan       | 49319-8170 |
| Celina Drug                         | 701 North Preston Road Suite 210                 | Celina           | Texas          | 75009      |
| Center Drugs                        | 133 Second Avenue Southeast                      | Cairo            | Georgia        | 39828      |
| Center Pharmacy                     | 1108 Liberty Avenue                              | Hillside         | New Jersey     | 07205      |
| Center Pharmacy                     | 105 North Smith Street                           | Pleasanton       | Texas          | 78064      |
| Central Avenue Pharmacy             | 133 15th Street                                  | Pacific Grove    | California     | 93950      |
| Central Drugs                       | 1955 Sunnycrest Drive Suite 100                  | Fullerton        | California     | 92835      |
| Central Drugs                       | 520 West La Habra Boulevard                      | La Habra         | California     | 90631      |
| CENTRAL JERSEY PHARMACY             | 275 HOBART ST                                    | PERTH AMBOY      | New Jersey     | 08861-3396 |
| CENTRAL PHARMACY                    | 4 8TH STREET NORTH                               | NEW ROCKFORD     | North Dakota   | 58356      |
| CENTRAL PHARMACY INC                | 990 MAIN ST                                      | CARRINGTON       | North Dakota   | 58421      |
| Central Rx Pharmacy                 | 50 Eagle Rock Way Suite C                        | Brentwood        | California     | 94513-4941 |
| Central Valley Community Pharmacy   | 152 West 1500 North                              | Nephi            | Utah           | 84648      |
| Central Valley Pharmacy             | 228 Route 32, Suite 103                          | Central Valley   | New York       | 10917      |
| Centrastate Specialty Script        | 901 W Main Street (Main Lobby)                   | Freehold         | New Jersey     | 07728-2537 |
| Century City Medical Plaza Pharmacy | 2080 Century Park East, Suite 102                | Los Angeles      | California     | 90067      |

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| Ceres Drug Store                  | 2929 4th Street                   | Ceres            | California     | 95307      |
| Chads Payless Pharmacy Inc        | 501 West College Street           | Florence         | Alabama        | 35630      |
| Chaffee Drug Store                | 211 West Yoakum Avenue            | Chaffee          | Missouri       | 63740      |
| Chans Pharmacy Plus               | 2092 North University Drive       | Pembroke Pines   | Florida        | 33024      |
| Chapin Pharmacy                   | 138 A Amicks Ferry Road           | Chapin           | South Carolina | 29036      |
| Chapman Drug Co Inc               | 615 North Central Avenue          | Hapeville        | Georgia        | 30354      |
| CHAPMAN HEALTHCARE PHARMACY       | 305 Maple Drive                   | Vidalia          | Georgia        | 30474      |
| Charles Pharmacy                  | 5081 Okeechobee Boulevard         | West Palm Beach  | Florida        | 33417      |
| Charlie's Pharmacy of Mullens LLC | 224 Howard Avenue                 | Mullens          | West Virginia  | 25882      |
| Cherokee Main Street Pharmacy     | 218 East Main Street              | Cherokee         | Iowa           | 51012      |
| Chester Family Pharmacy           | 1645 J A Cochran Bypass Suite G   | Chester          | South Carolina | 29706-3102 |
| Choice Pharmacy Inc               | 5913 North Armenia Avenue         | Tampa            | Florida        | 33603      |
| ChulaVista Pharmacy               | 384 H Street Suite 100            | Chula Vista      | California     | 91910      |
| Church Square Pharmacy            | 7905 Euclid Avenue                | Cleveland        | Ohio           | 44103      |
| Circle Drug                       | 3211 Robinson Drive               | Waco             | Texas          | 76706      |
| Citizens Pharmacy                 | 5325 Atlanta Highway              | Flowery Branch   | Georgia        | 30542      |
| City Drug                         | 630 RB Wilson Drive               | Huntingdon       | Tennessee      | 38344      |
| City Drug                         | 1512 Linwood Drive                | Paragould        | Arkansas       | 72450      |
| City Drug                         | 232 E JEFFERSON                   | Van Alstyne      | Texas          | 75495      |
| City Drug                         | 1722 Carey Avenue                 | Cheyenne         | Wyoming        | 82001-4420 |
| City Drug                         | 1612 East Lamar Alexander Parkway | Maryville        | Tennessee      | 37804      |
| City Drug Pharmacy and Gifts      | 113 Bobo Drive                    | Crystal Springs  | Mississippi    | 39059      |
| City Drug Store                   | 159 Academy Street                | Presque Isle     | Maine          | 04769      |
| City Drug Store                   | 104 East Belknap                  | Jacksboro        | Texas          | 76458      |
| CITY HEALTHMART DRUG              | 128 E Cherokee Ave                | Nowata           | Oklahoma       | 74048      |
| City Pharmacy                     | 606 South Park Street             | Pocahontas       | Arkansas       | 72455      |
| City Pharmacy of Zebulon PC       | 460 Thomaston Street              | Zebulon          | Georgia        | 30295      |
| Clabaugh Pharmacy                 | 501 Court Street                  | Beatrice         | Nebraska       | 68310      |
| Clark's Family Pharmacy Inc       | 4501 MACCORKLE AVE SW STE 101     | South Charleston | West Virginia  | 25309      |
| Clark County Pharmacy             | 716 Boone Avenue                  | Winchester       | Kentucky       | 40391      |
| Clark Drug Company                | 206 West 6th Street               | Waynesboro       | Georgia        | 30830-1460 |
| Clark Drugs                       | 500 Main Street                   | Munfordville     | Kentucky       | 42765      |
| Clark Low Cost Pharmacy           | 3107 Clark Avenue                 | Cleveland        | Ohio           | 44109-1145 |



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| Clark Pharmacy                            | 104 South Main Street                   | Cimarron      | Kansas         | 67835      |
| Clarks Family Pharmacy                    | 621 Commerce Street                     | Earle         | Arkansas       | 72331      |
| Clarks Pharmacy                           | 1946 42nd Street NE                     | Cedar Rapids  | Iowa           | 52402      |
| Clarksville Family Pharmacy               | 510 South Rogers Street Suite 3         | Clarksville   | Arkansas       | 72830      |
| Clay Community Pharmacy                   | 118 Clay CO S/C                         | Manchester    | Kentucky       | 40962      |
| Claypool Hill Pharmacy                    | 12252 Governor George C Peery hwy       | Pounding Mill | Virginia       | 24637      |
| Clays Pharmacy                            | 3513 Court Street                       | Catlettsburg  | Kentucky       | 41129-1011 |
| Clear Lake Professional Building Pharmacy | 251 Medical Center Boulevard, Suite 100 | Webster       | Texas          | 77598      |
| ClearSpring Pharmacy                      | 8031 Southpark Circle Suite B           | Littleton     | Colorado       | 80120      |
| Clear Spring Pharmacy                     | 34 Mulberry Street                      | Clear Spring  | Maryland       | 21722      |
| CLEARSPRING PHARMACY, LTD                 | 201 UNIVERSITY BLVD STE 105             | DENVER        | Colorado       | 80206      |
| Cleveland Lowcost Pharmacy                | 14529 Puritas Avenue                    | Cleveland     | Ohio           | 44135      |
| Clinic Drug Store, Inc.                   | 1700 Harrison Street, Suite D           | Batesville    | Arkansas       | 72501      |
| Clinic Pharmacy                           | 203 North 2nd Street                    | Central City  | Kentucky       | 42330      |
| Clinic Pharmacy                           | 58 Big A Road Suite 101                 | Toccoa        | Georgia        | 30577      |
| Clinic Pharmacy                           | 1115 South Marshall Street              | Boone         | Iowa           | 50036      |
| Clio Community Pharmacy                   | 4180 West Vienna Road Suite 4           | Clio          | Michigan       | 48420-9497 |
| Cloverdale Drugs                          | 900 North Main Street                   | Cloverdale    | Indiana        | 46120      |
| CLOVER PHARMACY                           | 3100 Quakerbridge Road                  | Mercerville   | New Jersey     | 08619      |
| Coachella Valley Pharmacy                 | 77-932 Country Club Drive Suite 2-2     | Palm Desert   | California     | 92211      |
| COAL GROVE PHARMACY                       | 600 MARION PIKE                         | IRONTON       | Ohio           | 45638      |
| Coastal Drug Company                      | 204 Butler Avenue                       | Midway        | Georgia        | 31320      |
| Coast Hills Pharmacy                      | 2610 San Miguel                         | Newport Beach | California     | 92660      |
| Coats Pharmacy Inc                        | 393 North McKinley Street               | Coats         | North Carolina | 27521      |
| Cobb's Pharmacy                           | 510 Houston Street                      | George West   | Texas          | 78022      |
| Cocoa Beach Discount Pharmacy             | 291 West Cocoa Beach Causeway           | Cocoa Beach   | Florida        | 32931      |
| Cole Camp Pharmacy                        | 512 West Main Street                    | Cole Camp     | Missouri       | 65325      |
| Coleman Family Pharmacy                   | 211 East Railway Street                 | Coleman       | Michigan       | 48618      |
| Coliseum Park Professional Pharmacy       | 380 Hospital Drive, Suite 175 A         | Macon         | Georgia        | 31217      |
| College Pharmacy                          | 90 North Ashwood Avenue                 | Ventura       | California     | 93003      |
| Collier Drug-Dickson                      | 100 West Dickson Street                 | Fayetteville  | Arkansas       | 72701      |
| Collier Drug-Prairie Grove                | 801 East Douglas Street                 | Prairie Grove | Arkansas       | 72753      |
| Collingsworth Pharmacy                    | 1016 16TH Street                        | Wellington    | Texas          | 79095      |
| Colonial Pharmacy                         | 828 Clifton Avenue                      | Clifton       | New Jersey     | 07013      |

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| Colonial Pharmacy                   | 7510 Mechanicsville Pike            | Mechanicsville | Virginia       | 23111      |
| Colonial Pharmacy                   | 1915 North Cleveland-Massillon Road | Bath           | Ohio           | 44210      |
| Colony Discount Drugs               | 502 South Grant Street              | Fitzgerald     | Georgia        | 31750-3398 |
| Colquitt Pharmacy                   | 215 West Main Street                | Colquitt       | Georgia        | 39837      |
| Colts Neck Pharmacy                 | 420 State Route 34 Suite 309        | Colts Neck     | New Jersey     | 07722      |
| Columbia Pharmacy                   | 803 Burkesville Street              | Columbia       | Kentucky       | 42728      |
| Comfort Pharmacy                    | 404 Highway 27                      | Comfort        | Texas          | 78013      |
| Commonwealth Pharmacy               | 5425 North Mayo Trail, Suite 102    | Pikeville      | Kentucky       | 41501      |
| Community Pharmacy                  | 1089 Elizabeth Avenue Store 5       | Elizabeth      | New Jersey     | 07201      |
| Community Pharmacy                  | 897 N. Summit Street                | Crescent City  | Florida        | 32112      |
| Community Pharmacy                  | 212 East 8TH Street                 | Beaver         | Oklahoma       | 73932      |
| Community Pharmacy LLC              | 2904 Forsythe Ave                   | Monroe         | Louisiana      | 71201      |
| Community Pharmacy of Chicago Ridge | 9830 South Ridgeland                | Chicago Ridge  | Illinois       | 60463      |
| Community Pharmacy of Plainwell     | 533 West Allegan Street             | Plainwell      | Michigan       | 49080      |
| Community Pharmacy of Sterlington   | 200 Scott Drive                     | Sterlington    | Louisiana      | 71280      |
| Community Pharmacy of Winnsboro     | 3326 Front Street Suite D           | Winnsboro      | Louisiana      | 71295      |
| Condon East Union Pharmacy          | 1403 East Union                     | Greenville     | Mississippi    | 38703      |
| Confucius Pharmacy                  | 7 Bowery Street, Store #A-104       | New York       | New York       | 10002      |
| Conlin's Pharmacy                   | 30 Lawrence Street                  | Methuen        | Massachusetts  | 01844      |
| Connect Care Pharmacy               | 2191 Highway 247 Connector          | Byron          | Georgia        | 31008      |
| Continental Pharmacy LLC            | 821 Southwest 6th Street            | Topeka         | Kansas         | 66603-3130 |
| Continental Rx                      | 505 Southwest 8th Street            | Miami          | Florida        | 33130      |
| Conway MedCare Pharmacy             | 2521 College Avenue                 | Conway         | Arkansas       | 72034      |
| CONYERS PHARMACY                    | 1179 West Avenue                    | Conyers        | Georgia        | 30012      |
| Cooley Health Pharmacy              | 1091 S Mt Vernon Ave., # J          | Colton         | California     | 92324-3932 |
| COOPERSTOWN DRUG                    | 901 BURREL AVE SE                   | COOPERSTOWN    | North Dakota   | 58425      |
| Co-Op Pharmacy                      | 121 Center way                      | Greenbelt      | Maryland       | 20770      |
| Corner Drug                         | 204 VALLEY GREEN SQUARE             | LE SUEUR       | Minnesota      | 56058      |
| CORNER DRUGS                        | 154 River Street                    | Elk Rapids     | Michigan       | 49629      |
| Corner Drug Store                   | 205 West Cedar Rock Street          | Pickens        | South Carolina | 29671      |
| Corner Drug Store                   | 830 East Main Street                | Melbourne      | Arkansas       | 72556      |
| Corner Pharmacy                     | 102 West Main Street                | Barnesville    | Ohio           | 43713      |

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| Corner Pharmacy                  | 504 Rocksylvia                        | Iowa Falls       | Iowa           | 50126      |
| Cornersburg Family Discount Drug | 3307 Canfield Road                    | Youngstown       | Ohio           | 44511      |
| Cornerstone Pharmacy             | 205 Kilbourne Avenue                  | Appalachia       | Virginia       | 24216      |
| CornerstoneRx Pharmacy           | 1720 South McCall Road Suite J        | Englewood        | Florida        | 34223-4867 |
| Corona Pharmacy Inc              | 10409A Corona Avenue                  | Corona           | New York       | 11368-2923 |
| Country Market Pharmacy #11      | 1535 West Maumee Street               | Adrian           | Michigan       | 49221      |
| Country Market Pharmacy # 12     | 1255 South Main Street                | Chelsea          | Michigan       | 48118      |
| Country Market Pharmacy #66      | 11301 Brooklyn Road                   | Brooklyn         | Michigan       | 49230      |
| Countryside Pharmacy             | 402 East Price Avenue                 | Savannah         | Missouri       | 64485      |
| Cowan Drugs                      | 112 North Lebanon Street              | Lebanon          | Indiana        | 46052      |
| Cox-Blythe Drug Co               | 122 West College Street               | Booneville       | Mississippi    | 38829-3498 |
| Cox Family Pharmacy              | 2012 Garfield Avenue Suite C          | Parkersburg      | West Virginia  | 26101      |
| Cox Family Pharmacy              | 1212 Garfield Avenue Suite 102        | Parkersburg      | West Virginia  | 26101      |
| Cox Pharmacy Inc                 | 300 2nd Avenue Southeast              | Cairo            | Georgia        | 39828      |
| CRAWFORD-BREAZEALE DRUG CO       | 125 North Washington Street           | Lincolnton       | Georgia        | 30817-1784 |
| Crawford Pharmacy                | 107 Crawford Street                   | Hot Springs      | Arkansas       | 71913      |
| Crescent Center Drugs            | 228 North Fairmont Avenue             | Morristown       | Tennessee      | 37814      |
| Crescent Pharmacy                | 7261 West 87th Street                 | Bridgeview       | Illinois       | 60455-1821 |
| Crivitz Pharmacy                 | 710 Main Avenue                       | Crivitz          | Wisconsin      | 54114      |
| Croal's Rexall Drugs             | 901 East Williams Street              | Barstow          | California     | 92311      |
| CrossKeys Pharmacy               | 468 Hurffville Cross Keys Road Unit 2 | Sewell           | New Jersey     | 08080      |
| Crossroads Pharmacy              | 7605-B NC Highway 68 North            | Oak Ridge        | North Carolina | 27310      |
| Crown Pharmacy                   | 26795 US Highway 380 East Suite 800   | Aubrey           | Texas          | 76227-7852 |
| Crystal Run Pharmacy             | 731 Route 211 E Ste 108               | Middletown       | New York       | 10941      |
| Cub Drug Inc                     | 116 East Main Street                  | Olney            | Texas          | 76374-1922 |
| Cucamonga Community Pharmacy     | 8237 Rochester Avenue Suite 140       | Rancho Cucamonga | California     | 91730-0717 |
| Cull Family Pharmacy             | 965 Highway 127 North                 | Owenton          | Kentucky       | 40359      |
| Cure-Aid Pharmacy                | 101 Amesbury Street Suite 207         | Lawrence         | Massachusetts  | 01840-1510 |
| Curex Pharmacy                   | 900 Kern Ave Ste. A                   | Taft             | California     | 93268      |
| Curry's Family Pharmacy          | 1275 North 7th Street                 | Riverton         | Illinois       | 62561      |

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| Custom Care Pharmacy             | 57 South Front Street                | Milton           | Pennsylvania   | 17847-1110 |
| Cynthiana Hometown Pharmacy      | 1134 US Highway 27 South             | Cynthiana        | Kentucky       | 41031      |
| Cypress Pharmacy                 | 17330 Spring Cypress Road, Suite 160 | Cypress          | Texas          | 77429      |
| Cypress Pharmacy                 | 9451 Cypress Lake Drive              | Fort Myers       | Florida        | 33919      |
| D&D Pharmacy                     | 2903 Central Avenue Suite A          | Charlotte        | North Carolina | 28205-6073 |
| Dakotamart                       | 120 West Sioux Avenue                | Pierre           | South Dakota   | 57501-1158 |
| Dalcoma Specialty Pharmacy       | 43337 Schoenherr Road                | Sterling Heights | Michigan       | 48313      |
| Damiano Pharmacy                 | 270 Parker Avenue                    | Clifton          | New Jersey     | 07011      |
| Dan's Pharmacy                   | 110 Pleasant Street                  | Nantucket        | Massachusetts  | 02554      |
| DANIELSON PHARMACY               | 77 Westcott Road                     | Danielson        | Connecticut    | 06239-2929 |
| Daniels Pharmacy                 | 943 Geneva Avenue                    | San Francisco    | California     | 94112      |
| Daniels Pharmacy of Barnwell     | 178 Wren Street                      | Barnwell         | South Carolina | 29812      |
| Dannys Drugs                     | 20029 Alberta Avenue                 | Oneida           | Tennessee      | 37841-4129 |
| Dans Wellness Pharmacy           | 418 Garrisonville Road Suite 100     | Stafford         | Virginia       | 22554      |
| Darley Pharmacy                  | 111 Darley Road                      | Claymont         | Delaware       | 19703      |
| Darlington Pharmacy              | 1115 Main Street                     | Darlington       | Maryland       | 21034      |
| Davenport Good Neighbor Pharmacy | 525 Morgan Street                    | Davenport        | Washington     | 99122      |
| Davies Drugs                     | 6046 Whipple Avenue Northeast        | North Canton     | Ohio           | 44720      |
| Davies Pharmacy #1               | 2915 West Tuscarawas Street          | Canton           | Ohio           | 44708      |
| Davila Pharmacy                  | 1423 Guadalupe Street Suite 108      | San Antonio      | Texas          | 78207      |
| Davis Drugs                      | 250 Lone Oak Road                    | Paducah          | Kentucky       | 42001      |
| Davis Islands Pharmacy           | 232 E DAVIS BLVD                     | Tampa            | Florida        | 33606      |
| Davison Pharmacy                 | 1509 South State Road Suite F        | Davison          | Michigan       | 48423-1966 |
| Davis Pharmacy                   | 4523 Baltimore Avenue                | Philadelphia     | Pennsylvania   | 19143      |
| Davy Crockett Drug Inc           | 107 South Fourth Street              | Crockett         | Texas          | 75835      |
| DAYTON DRUG AND WELLNESS         | 6985 RHEA COUNTY HWY                 | Dayton           | Tennessee      | 37321      |
| Deale Pharmacy                   | 5809 Deale Churchton Road            | Deale            | Maryland       | 20751      |
| Dean's Pharmacy                  | 1640 South Whitehead Drive           | Dewitt           | Arkansas       | 72042      |
| Dean's Pharmacy # 3              | 311 West Chestnut Street             | Marianna         | Arkansas       | 72360      |
| Debbie's Family Pharmacy         | 5403 West Pinnacle Point Drive       | Rogers           | Arkansas       | 72758      |

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| Dedham Pharmacy & Medical Supply    | 596 Providence Highway                    | Dedham           | Massachusetts  | 02026-6804 |
| Deep River Drug                     | 2401 B Hickwood Drive                     | High Point       | North Carolina | 27265      |
| Delray Shores Pharmacy              | 124 Northeast 5th Avenue                  | Delray Beach     | Florida        | 33483      |
| Delta of Charleston                 | 346 East Bay Street                       | Charleston       | South Carolina | 29401      |
| Delta of Daniel Island              | 901 Island Park Dr. Ste 103               | Daniel Island    | South Carolina | 29492      |
| Delta of Elloree                    | 2611 Cleveland Street                     | Elloree          | South Carolina | 29047      |
| Delta of Eutawville                 | 226 Porcher Avenue                        | Eutawville       | South Carolina | 29048      |
| Delta of Moncks Corner              | 402 East Main Street                      | Moncks Corner    | South Carolina | 29461      |
| Delta Pharmacy                      | 407 North Main Street                     | Rio Vista        | California     | 94571      |
| Delta Pharmacy & Medical Supply     | 6251 Highway 162                          | Hollywood        | South Carolina | 29449-5782 |
| Delta Pharmacy & Medical Supply     | 1400 Palm Boulevard                       | Isle of Palms    | South Carolina | 29451-2280 |
| Delton Family Pharmacy              | 338 North Grove Street                    | Delton           | Michigan       | 49046      |
| Dempsey's Drugs Jackson Heights     | 2717 NC Highway 11/55                     | Kinston          | North Carolina | 28504      |
| Dempsey's Drugs La Grange           | 603 East Washington Street                | La Grange        | North Carolina | 28551      |
| Denbigh Pharmacy                    | 13349 Warwick Boulevard                   | Newport News     | Virginia       | 23602      |
| Dennard Drugs                       | 794 2nd Street                            | Soperton         | Georgia        | 30457      |
| Desert Hospital Outpatient Pharmacy | 1180 North Indian Canyon Drive Suite E140 | Palm Springs     | California     | 92262      |
| Desert Sky Pharmacy                 | 6750 West Thunderbird Road Suite 103      | Peoria           | Arizona        | 85381      |
| Devine's Pharmacy                   | 1949 Oak Tree Road                        | Edison           | New Jersey     | 08820      |
| Diablo Pharmacy                     | 2301 Camino Ramon Ste 190                 | San Ramon        | California     | 94583-2060 |
| Diamond Pharmacy                    | 503 Cadiz Road                            | Wintersville     | Ohio           | 43953      |
| Dick's Pharmacy                     | 122 S. Walnut St                          | Arthur           | Illinois       | 61911      |
| Dillon Community Pharmacy           | 200 West Harrison Street Suite A          | Dillon           | South Carolina | 29536      |
| Dillon Family Pharmacy              | 603 North 6th Avenue                      | Dillon           | South Carolina | 29536      |
| Dilworth Drug                       | 1300-B East Boulevard                     | Charlotte        | North Carolina | 28203      |
| DIMMITT PHARMACY                    | 201 NW 2ND ST                             | DIMMITT          | Texas          | 79027      |
| DK Pharmacy                         | 10431 Lemon Avenue, Suite G               | Rancho Cucamonga | California     | 91737      |
| Dollar Drug                         | 1055 West College Avenue, Suite C         | Santa Rosa       | California     | 95401      |
| Don's Pharmacy                      | 1151 Water Street                         | Port Townsend    | Washington     | 98368      |
| Don Quijote Drugs                   | 94-144 Farrington Highway                 | Waipahu          | Hawaii         | 96797      |
| Don Quijote Drugs                   | 801 KAHEKA ST                             | HONOLULU         | Hawaii         | 96814      |
| Dorado Pharmacy                     | 4060 Faudree Road Suite 101               | Odessa           | Texas          | 79765      |
| Dorado Pharmacy                     | 13003 Van Nuys Boulevard Suite E          | Pacoima          | California     | 91331-8324 |
| Dorado Pharmacy 2                   | 13678 Van Nuys Boulevard                  | Pacoima          | California     | 91331-3616 |

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| Dottie's Pharmacy         | 325 Folly Road Suite 101          | Charleston       | South Carolina | 29412      |
| Doug's Pharmacy           | 430 Main Street                   | Rossville        | Kansas         | 66533      |
| Dougs Family Pharmacy     | 101 Darby Square                  | Elverson         | Pennsylvania   | 19520      |
| Dover Community Pharmacy  | 1035 South Governors Avenue       | Dover            | Delaware       | 19904      |
| Dover Family Pharmacy     | 1307 Donelson Parkway             | Dover            | Tennessee      | 37058      |
| DOWN HOME PHARMACY LLC AP | 1034 Main Street                  | Bean Station     | Tennessee      | 37708      |
| Downtown Drug             | 8 2nd Street Northeast Suite 201B | Watertown        | South Dakota   | 57201-3622 |
| DOWNTOWN DRUGS            | 121 E BROADWAY                    | MT PLEASANT      | Michigan       | 48858      |
| Draffenville Pharmacy     | 153 US Highway 68 East            | Benton           | Kentucky       | 42025      |
| Dr Aziz Pharmacy          | 7320 East 82nd Street             | Indianapolis     | Indiana        | 46256      |
| DREXEL DISCOUNT DRUG, LLC | 2728 Highway 70 East              | Morganton        | North Carolina | 28655      |
| Dripping Springs Pharmacy | 100 Commons Road Suite 1          | Dripping Springs | Texas          | 78620      |
| DrugCare Pharmacy         | 132 Whitfield Street              | Enfield          | North Carolina | 27823      |
| Drug City Pharmacy        | 2805 North Point Road             | Baltimore        | Maryland       | 21222      |
| Drug Co Pharmacy          | 307 North Ash Street              | Escondido        | California     | 92027      |
| Drug Loft Pharmacy        | 1408 Madison Avenue               | New York         | New York       | 10029      |
| Drugs America             | 103 East 24Th St                  | Lumberton        | North Carolina | 28358      |
| Drug Shoppe Llc           | 2074 8th Ave                      | New York         | New York       | 10026      |
| Drug World                | 55 Chestnut Street                | Cold Spring      | New York       | 10516      |
| DUFFEY DRUG               | 311 North Center Street           | Franklin         | Texas          | 77856      |
| Dundee Pharmacy           | 2750 Dundee Road, Suite 9         | Northbrook       | Illinois       | 60062      |
| Dunewood Pharmacy         | 1445 Sheldon Road Suite 104       | Grand Haven      | Michigan       | 49417      |
| Dunnes Pharmacy           | 2429 Claflin Road                 | Manhattan        | Kansas         | 66502      |
| Duval Pharmacy            | 2386 Dunn Avenue Suite 117        | Jacksonville     | Florida        | 32218      |
| Duval Pharmacy 201        | 7077 Normandy Boulevard Suite 5   | Jacksonville     | Florida        | 32205      |
| Dyer Drug Store           | 133 McKinney Street               | Farmersville     | Texas          | 75442      |
| Dykes Pharmacy            | 134 N Second St                   | Cochran          | Georgia        | 31014-1619 |
| Dynamic Care Pharmacy     | 4121 West 13 Mile Road            | Royal Oak        | Michigan       | 48073      |
| E & S Pharmacy            | 1105 Walnut Street                | Doniphan         | Missouri       | 63935      |
| Eagle Grove Pharmacy      | 311 W. Broadway St                | Eagle Grove      | Iowa           | 50533      |
| Eagle Pharmacy            | 109 West Main Street              | Farwell          | Michigan       | 48622      |
| Eannelli Pharmacy         | 405 Water Street                  | Prairie Du Sac   | Wisconsin      | 53578      |
| East Austin Medicine Shop | 1909 E 38th 1/2 St Ste C2         | Austin           | Texas          | 78723      |
| East Burke Pharmacy, Inc. | 300 Main Avenue West              | Hildebran        | North Carolina | 28637      |
| East End Express Pharmacy | 21019 Highway 167, Suite 100      | Hensley          | Arkansas       | 72065      |



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| East End Pharmacy                        | 20381 Arch Street Pike                 | Little Rock       | Arkansas       | 72206      |
| East Jefferson Medical Pharmacy          | 1623 Williams Boulevard                | Kenner            | Louisiana      | 70062-6303 |
| Eastman Drugs                            | 1221 Plaza Avenue, Suite B             | Eastman           | Georgia        | 31023      |
| Eastover Drug                            | 3591 Dunn Road                         | Eastover          | North Carolina | 28312      |
| Eastridge-Phelps Pharmacy Campbellsville | 500 N BYPASS RD                        | Campbellsville    | Kentucky       | 42718      |
| Eastridge-Phelps Pharmacy Greensburg     | 460 Commerce Dr                        | Greensburg        | Kentucky       | 42743-7758 |
| East Tennessee Discount Drug             | 524 Andrew Johnson Highway             | Strawberry Plains | Tennessee      | 37871      |
| Economy Discount Pharmacy                | 9881 Commerce Street Suite A           | Summerville       | Georgia        | 30747      |
| Economy Drug                             | 511 East Garland Street                | Grand Saline      | Texas          | 75140      |
| Economy Drug                             | 1006 West Trimble Avenue               | Berryville        | Arkansas       | 72616      |
| Economy Drug Company Inc                 | 180 Town Mountain Road Suite 115       | Pikeville         | Kentucky       | 41501      |
| Eddie's Pharmacy                         | 8408 Beverly Boulevard                 | Los Angeles       | California     | 90048      |
| Edgewood Pharmacy                        | 62 B Mountain Boulevard                | Warren            | New Jersey     | 07059      |
| Edgewood Pharmacy                        | 186 S Friendswood Dr                   | Friendswood       | Texas          | 77546      |
| Ed Holcombe Discount Pharmacy            | 106 2nd Avenue Southwest               | Cullman           | Alabama        | 35055      |
| Edmonds Pharmacy                         | 7631 212th Street Southwest Suite D100 | Edmonds           | Washington     | 98026-7565 |
| Ehrhardt Pharmacy                        | 12930 Broxton Bridge Road              | Ehrhardt          | South Carolina | 29081      |
| Elevate Pharmacy                         | 8631 West 3rd Street Suite 320 E       | Los Angeles       | California     | 90048      |
| Elgin Medicine Shop                      | 199 Highway 290 East Suite A           | Elgin             | Texas          | 78621      |
| Elgin Pharmacy                           | 1107 Ross Street                       | Elgin             | South Carolina | 29045      |
| Elite Pharmacy                           | 11216 West Hillsborough Avenue         | Tampa             | Florida        | 33635      |
| Elix Rx                                  | 1090 Keolu Drive Suite 112/113         | Kailua            | Hawaii         | 96734      |
| Elizabeth's Pharmacy on Main             | 52 Main Avenue North                   | Britt             | Iowa           | 50423      |
| Elkhorn Drug                             | 105 East Elkhorn Street                | Elkhorn City      | Kentucky       | 41522      |
| Elkhorn Pharmacy                         | 603 E GENEVA ST                        | ELKHORN           | Wisconsin      | 53121      |
| Elkton Family Pharmacy                   | 111 South Stuart Avenue                | Elkton            | Virginia       | 22827      |
| Ellis Prescription Pharmacy              | 2441 West Brown Street                 | Philadelphia      | Pennsylvania   | 19130      |
| El Monte Pharmacy                        | 3948 North Peck Road                   | El Monte          | California     | 91732      |
| ELTON PHARMACY                           | 2992 FULTON ST                         | Brooklyn          | New York       | 11208      |
| Elwyn Pharmacy                           | 5075 Edgmont Ave                       | Brookhaven        | Pennsylvania   | 19015-1202 |
| Ely Drug of Bowling Green                | 4863 Scottsville Road                  | Bowling Green     | Kentucky       | 42104      |
| Ely Drugs                                | 415 Happy Valley Road                  | Glasgow           | Kentucky       | 42141      |

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| Elyria Lowcost Pharmacy                  | 401 Cleveland Street             | Elyria         | Ohio          | 44035-6143 |
| Empath Health Pharmacy                   | 3050 1st Avenue South            | St. Petersburg | Florida       | 33773      |
| Empath Health Pharmacy                   | 5771 Roosevelt Blvd              | Clearwater     | Florida       | 33760      |
| Empath Health Pharmacy                   | 4703 N Florida Avenue            | Tampa          | Florida       | 33603-3734 |
| English Pharmacy                         | 2600 10th Street                 | Wichita Falls  | Texas         | 76309      |
| E P Medical Equipment Pharmacy           | 6440 SW 117TH AVE                | MIAMI          | Florida       | 33183      |
| Erie Drug                                | 4502 Lewis Avenue                | Toledo         | Ohio          | 43612      |
| Ernie's Pharmacy                         | 54 West High Street Suite A      | London         | Ohio          | 43140      |
| Ernie's Pharmacy and Wellness Center Inc | 410 South 32nd Street            | Muskogee       | Oklahoma      | 74401      |
| EssentialRx                              | 123 Summer Street Suite 365      | Worcester      | Massachusetts | 01608-1216 |
| Esther Pharmacy                          | 71 South Broadway                | Yonkers        | New York      | 10701-4004 |
| Evans Prescription Pharmacy              | 310 North Dotsy Avenue           | Odessa         | Texas         | 79763      |
| EverCare Pharmacy                        | 1903 East 9th Street             | Trenton        | Missouri      | 64683-2645 |
| Evergreen Park Pharmacy                  | 2850 West 95th Street, Suite 100 | Evergreen Park | Illinois      | 60805      |
| EW Thomson Drug Co                       | 213 Depot Street                 | Delhi          | Louisiana     | 71232      |
| Express Care Pharmacy                    | 3648 Old Denton Road Suite 104   | Carrollton     | Texas         | 75007      |
| Express Care Pharmacy                    | 1727 West Liberty Street Unit 2  | Allentown      | Pennsylvania  | 18104      |
| Exton Pharmacy at Marchwood              | 1 Marchwood Road                 | Exton          | Pennsylvania  | 19341      |
| FAIRHAVEN PHARMACY                       | 72 MAIN ST                       | FAIRHAVEN      | Massachusetts | 02719-3014 |
| FAIRMONT PHARMACY                        | 50 Bellefontaine St Ste 103      | Pasadena       | California    | 91105      |
| Fairview Pharmacy                        | 734 North Riverside Drive        | Espanola       | New Mexico    | 87532      |
| Fairview Pharmacy & Compounding          | 500 Katie Avenue                 | Hattiesburg    | Mississippi   | 39401      |
| Fairway Drug                             | 1758 Front Street Suite 106      | Lynden         | Washington    | 98264      |
| Faith Pharmacy                           | 140 Adams Lane, Suite 500        | Pikeville      | Kentucky      | 41501      |
| Falak Pharmacy                           | 2730 E Tremont Ave               | Bronx          | New York      | 10461-2877 |
| Fallston Pharmacy                        | 2112 Belair Road Suite 11        | Fallston       | Maryland      | 21047      |
| Famcare Pharmacy                         | 1429 Burgettstown Plaza          | Burgettstown   | Pennsylvania  | 15021      |
| Family Care Discount Pharmacy            | 514 East Colonial Drive          | Orlando        | Florida       | 32803      |
| Family Clinic Pharmacy                   | 1208 West Main Street            | Walnut Ridge   | Arkansas      | 72476      |
| Family Drug                              | 1755 Lovers Gap Road             | Vansant        | Virginia      | 24656      |
| Family Drug Center                       | 517 West Front Street            | Coeburn        | Virginia      | 24230      |
| Family Drug Center                       | 110 West Main Street Suite 1     | Lebanon        | Virginia      | 24266      |

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| Family First Pharmacy          | 4859 East Kings Canyon Road                 | Fresno           | California     | 93727-3811 |
| Family Medical Center Pharmacy | 3016 S. University Ste 120                  | Little Rock      | Arkansas       | 72204      |
| Family Meds Inc                | 12114 Old Line Center R-7A                  | Waldorf          | Maryland       | 20602      |
| Family Pharmacy                | 412 Central Avenue                          | South Williamson | Kentucky       | 41503      |
| Family Pharmacy                | 2124 Fayetteville Road Suite E              | Rockingham       | North Carolina | 28379      |
| Family Pharmacy                | 6 Hospital Drive                            | Lexington        | Tennessee      | 38351      |
| Family Pharmacy                | 7315 212th Street Southwest Suite 100       | Edmonds          | Washington     | 98026      |
| Family Pharmacy                | 806 North Sturgeon                          | Montgomery City  | Missouri       | 63361      |
| Family Pharmacy                | 333 Newberry Street Northwest               | Aiken            | South Carolina | 29801-3929 |
| Family Pharmacy Milan          | 6078 South 1st Street                       | Milan            | Tennessee      | 38358-3131 |
| Family Pharmacy of Jackson     | 265 KY Hwy 15 South, Suite 2                | Jackson          | Kentucky       | 41339      |
| Family Pharmacy of Pottsboro   | 563 W FM 120                                | Pottsboro        | Texas          | 75076      |
| Family Pharmacy Scotts Hill    | 10091 Highway 100                           | Scotts Hill      | Tennessee      | 38374      |
| Family Pharmacy South Aiken    | 110 Price Avenue                            | Aiken            | South Carolina | 29803      |
| FAMILY PLAZA PHARMACY          | 3570 W 9000 S STE 150                       | WEST JORDAN      | Utah           | 84088-8872 |
| Family Prescription Counter    | 335 Main Street                             | Duryea           | Pennsylvania   | 18642      |
| Family Wellness Pharmacy       | 330 North Oak Avenue                        | Cookville        | Tennessee      | 38501-2440 |
| FARMACIA ABIMAR                | CARR 780 KM 6.5 BO ANONES                   | NARANJITO        | Puerto Rico    | 00719      |
| FARMACIA AMERICA               | CALLE SALAS TORRES 3, ESQUINA MUNOZ RIVERA  | AGUAS BUENAS     | Puerto Rico    | 00703      |
| Farmacia Anaheim               | 941 South Euclid Street                     | Anaheim          | California     | 92802      |
| FARMACIA CARIBE                | CARRETERA #3 KM 26.3                        | RIO GRANDE       | Puerto Rico    | 00745      |
| Farmacia Caribe                | Centro Comercial Villas De Rio Grande       | Rio Grande       | Puerto Rico    | 00745      |
| Farmacia Caribe II             | Calle K #HH17Y18, URB Alturas De Rio Grande | Rio Grande       | Puerto Rico    | 00745      |
| Farmacia Carraizo              | Carretera 844 KM 5.6                        | Trujillo Alto    | Puerto Rico    | 00928      |
| Farmacia Del Pueblo            | 801 East Birch Street Suite 4               | Calexico         | California     | 92231      |
| Farmacia Del Pueblo            | 1692 South 4th Street                       | El Centro        | California     | 92243      |
| Farmacia Del Pueblo            | 653 Main Street                             | Brawley          | California     | 92227      |
| Farmacia Estrella              | 5020 South C Street                         | Oxnard           | California     | 93033      |
| Farmacia Familiar              | 1126 South Bristol Street                   | Santa Ana        | California     | 92704      |
| Farmacia Farmahorros           | Local 101 Centro Comercial Villa Del Carmen | Cidra            | Puerto Rico    | 00739      |

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| Farmacia Guayabal #2                         | Carr. #1 KM 113.60 Bo Cintrona                | Juana Diaz    | Puerto Rico   | 00795      |
| Farmacia Julia Discount                      | 3000 Northwest 7th Street                     | Miami         | Florida       | 33125      |
| Farmacia Julia Discount #2                   | 3197 Southwest 18th Street                    | Miami         | Florida       | 33145      |
| Farmacia Los Maestros                        | Calle Muniz Souffront #459, Urb. Los Maestros | San Juan      | Puerto Rico   | 00923      |
| Farmacia Magda                               | UU48 CALLE 37 Santa Juanita                   | Bayamon       | Puerto Rico   | 00956      |
| Farmacia Martin                              | Calle Ruiz Belvis # 22                        | San German    | Puerto Rico   | 00683      |
| Farmacia Nueva                               | Calle Munoz Rivera #16                        | Camuy         | Puerto Rico   | 00627      |
| Farmacia Reyes 3                             | 1320 San Alfonso Avenue                       | San Juan      | Puerto Rico   | 00921-3621 |
| FARMACIA SAN ANTONIO                         | 2319 Federal Street                           | Camden        | New Jersey    | 08105      |
| Farmacia Santa Ana                           | 307 East 1st Street Suite D                   | Santa Ana     | California    | 92701-5302 |
| Farmacia Villas De Castro                    | Calle 2 A18 Villas De Castro                  | Caguas        | Puerto Rico   | 00725      |
| Farmer's Prescription Shop                   | 279 North Broad Street Ste B                  | Winder        | Georgia       | 30680      |
| Ferguson Rexall Drugs                        | 713 5th Street                                | Clay Center   | Kansas        | 67432      |
| Fiesta MLK Pharmacy                          | 3230 Martin Luther King                       | Dallas        | Texas         | 75210      |
| Fievet Pharmacy                              | 115 East Robert Toombs Avenue                 | Washington    | Georgia       | 30673      |
| Fikes Pharmacy                               | 101 East Second                               | Grandfield    | Oklahoma      | 73546      |
| Finley's Rexall Drug                         | 8554 Sierra Avenue                            | Fontana       | California    | 92335      |
| First Choice Primary Care                    | 400 Poplar Street                             | MACON         | Georgia       | 31201      |
| First National Pharmacy                      | 143 North First Street                        | Lehighton     | Pennsylvania  | 18235      |
| Five Points Pharmacy                         | 217 N. Camellia Blvd                          | Fort Valley   | Georgia       | 31030      |
| Five Points Pharmacy and Wellness            | 1108 Lake Drive                               | Cocoa         | Florida       | 32922      |
| Flagler Pharmacy                             | 200 Moody Boulevard                           | Flagler Beach | Florida       | 32136      |
| Flint Family Pharmacy                        | G4444 Fenton Road                             | Flint         | Michigan      | 48507      |
| Florida Family Pharmacy                      | 14889 Tamiami Trl                             | North Port    | Florida       | 34287-2732 |
| Florida Medical Clinic Pharmacy of Wiregrass | 2352 Bruce B Downs Boulevard Suite 103        | Wesley Chapel | Florida       | 33543      |
| Flow's Health Mart Pharmacy                  | 1506 E BROADWAY                               | COLUMBIA      | Missouri      | 65201      |
| Flow's Pharmacy                              | 303 North Keene Street                        | Columbia      | Missouri      | 65201      |
| Flynns Pharmacy                              | 173 Elm Street                                | Pittsfield    | Massachusetts | 01201      |
| Folkston Pharmacy                            | 3885 Main Street                              | Folkston      | Georgia       | 31537      |
| Food Giant Discount Pharmacy                 | 605 North Illinois Street                     | Harrisburg    | Arkansas      | 72432      |
| Foothill Remedy Drugs                        | 6253 Foothill Boulevard                       | Tujunga       | California    | 91042      |
| Forest Heights Pharmacy                      | 4439 Country Club Road                        | Statesboro    | Georgia       | 30458      |
| Fork Union Pharmacy                          | 4316B James Madison Highway                   | Fork Union    | Virginia      | 23055      |

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| Forrest City Family Pharmacy | 1111 N Washington St                | Forrest City  | Arkansas       | 72335      |
| Four Seasons Pharmacy        | 300 Morrison Drive                  | Princeton     | West Virginia  | 24740-2765 |
| Fowler's Pharmacy            | 1908 Laurens Road                   | Greenville    | South Carolina | 29607      |
| Fox Drug of Torrance         | 1327 El Prado                       | Torrance      | California     | 90501      |
| Franklin Pharmacy            | 94-31 59th Avenue                   | Elmhurst      | New York       | 11373      |
| Franklyn Pharmacy            | 204 WARREN AVE                      | Hohokus       | New Jersey     | 07423      |
| Frazier's Prater Drug        | 49 S. Church Street                 | Salysersville | Kentucky       | 41465      |
| Fred's Pharmacy              | 797 Military Street South           | Hamilton      | Alabama        | 35570      |
| Fred's Pharmacy              | 121 West Prairie Street             | Vicksburg     | Michigan       | 49097      |
| Frederick Community Pharmacy | 2450 Frederick Douglas Boulevard    | New York      | New York       | 10029      |
| Freds Granville Pharmacy     | 75 Quaker Street                    | Granville     | New York       | 12832      |
| Freds Pharmacy               | 808 West Michigan Avenue            | Three Rivers  | Michigan       | 49093      |
| Freedom Pharmacy             | 3902 Hardy St                       | Hattiesburg   | Mississippi    | 39402-1541 |
| Freeman Medical Pharmacy     | 301 North Prairie Avenue, Suite 110 | Inglewood     | California     | 90301      |
| Friendly #1 Pharmacy         | 485 Lewis Road, Suite D             | San Jose      | California     | 95111      |
| Friendly #2 Pharmacy         | 639 Tully Road, Suite A             | San Jose      | California     | 95111      |
| Friendly City Pharmacy       | 1202 US Highway 41 North            | Tifton        | Georgia        | 31794      |
| Friendly Pharmacy            | 2176 East Garrison Street Suite D   | Eagle Pass    | Texas          | 78852      |
| Friendly Pharmacy            | 3712-G Lawndale Drive               | Greensboro    | North Carolina | 27455      |
| Friendship Pharmacy          | 5532 Highway 15 Suite 1             | Ecru          | Mississippi    | 38841      |
| Frisco Pharmacy              | 14550 State Highway 121 Suite 150   | Frisco        | Texas          | 75035      |
| Fulghum Drugs                | 73 Southwest Park Avenue            | Baxley        | Georgia        | 31513      |
| Fullerton Pharmacy           | 1820 Fullerton Avenue Suite 105     | Corona        | California     | 92881      |
| Fulton Drugs                 | 1657 25th Street Northwest          | Canton        | Ohio           | 44709      |
| Future Pharmacy              | 979 Route 9 North                   | Howell        | New Jersey     | 07731      |
| Future Pharmacy 3            | 680 Route 33 E Unit 8               | East Windsor  | New Jersey     | 08520      |
| Future Pharmacy 4            | 700 Tennent Road Suite 9            | Manalapan     | New Jersey     | 07726      |
| Future Pharmacy II           | 72 Route 34                         | Old Bridge    | New Jersey     | 08857      |
| Gadsden City Pharmacy        | 911 RAINBOW DR                      | GADSDEN       | Alabama        | 35901      |
| Gail's Pharmacy              | 810 Woodrow Wilson Ray Circle       | Bridgeport    | Texas          | 76426      |
| Galaxy Pharmacy              | 1801 West Romneya Drive Suite 108   | Anaheim       | California     | 92801      |
| GALAXY PHARMACY              | 1360 E ANAHEIM ST STE 106           | LONG BEACH    | California     | 90813-5516 |
| Galaxy Pharmacy              | 1295 East Anaheim Street            | Long Beach    | California     | 90813      |
| Galloway Sands Pharmacy      | 58 Physicians Dr, Ste 5             | Supply        | North Carolina | 28462      |

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| Galloway-Sands Pharmacy #2     | 1513 N. Howe Street, Suite 8         | Southport        | North Carolina | 28461      |
| Gammel's Clinic Pharmacy       | 909 Unity Road                       | Crossett         | Arkansas       | 71635      |
| Garfield Lowcost Pharmacy      | 5050 Turney Road                     | Garfield Heights | Ohio           | 44125      |
| Gaston Family Pharmacy         | 1118 Mack Street                     | Gaston           | South Carolina | 29053      |
| Gateway Pharmacy               | 165 Nutt Road                        | Phoenixville     | Pennsylvania   | 19460      |
| Gateway Pharmacy               | 1330 Gateway Boulevard Suite B-2     | Fairfield        | California     | 94533      |
| Gateway Pharmacy               | 1048 North McEwan Street             | Clare            | Michigan       | 48617      |
| Gatlin Medical Arts Pharmacy   | 420 Country Club Road                | Pratt            | Kansas         | 67124      |
| Gaughns Drug Store             | 348 Pennsylvania Avenue West         | Warren           | Pennsylvania   | 16365      |
| Gem Drugs                      | 139 Central Avenue                   | Reserve          | Louisiana      | 70084      |
| Gem Drugs Gramercy             | 1635 Highway 3125                    | Gramercy         | Louisiana      | 70052      |
| GeneRx Discount Pharmacy       | 1235 South Josey Lane Suite 533      | Carrollton       | Texas          | 75006      |
| George's Family Pharmacy       | 480 Main Street                      | Brookville       | Indiana        | 47012      |
| George's Family Pharmacy       | 24128 State Line Road                | Lawrenceburg     | Indiana        | 47025      |
| George's Family Pharmacy       | 124 West Indian Trail Suite C        | Milan            | Indiana        | 47031      |
| George's Family Pharmacy       | 326 South Washington Street Suite 22 | Versailles       | Indiana        | 47042      |
| George's Family Pharmacy, Inc. | 1198 State Road 46 East              | Batesville       | Indiana        | 47006      |
| George's Family Pharmacy, Inc. | 330 East 5th Street                  | Connersville     | Indiana        | 47331-2604 |
| George's Pharmacy East Side    | 5543 E Washington St                 | Indianapolis     | Indiana        | 46219-6448 |
| Georgetown Drug Company        | 1080 King George Boulevard           | Savannah         | Georgia        | 31419      |
| Georgies Outpatient Pharmacy   | 6 Earlin Avenue Suite 130            | Browns Mills     | New Jersey     | 08015      |
| Gerdes Pharmacy                | 245 Main Street                      | Conneaut         | Ohio           | 44030      |
| Get Rx Help Pharmacy           | 688 Westwood Ave Ste 3               | River Vale       | New Jersey     | 07675-6375 |
| Giant Discount Pharmacy        | 6611 Savannah Highway                | Neeses           | South Carolina | 29107      |
| Giara Pharmacy, Inc.           | 5400 Balboa Boulevard                | Encino           | California     | 91315      |
| Gibbs Drug Store               | 216 Clay Street                      | Nocona           | Texas          | 76255      |
| Gibson's Pharmacy              | 2401 Central Avenue                  | Dodge City       | Kansas         | 67801      |
| Gibson's Pharmacy              | 1206 Paris Road                      | Mayfield         | Kentucky       | 42066      |
| Gibson Prescription Pharmacy   | 600 South Palestine Street Suite 100 | Athens           | Texas          | 75751      |
| Gibsonville Pharmacy           | 220 Burlington Avenue                | Gibsonville      | North Carolina | 27249      |
| Gilberts Drug Store            | 212 South State Street               | Oscoda           | Michigan       | 48750      |



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| GKN RX INC                  | 1471 B ST STE R                 | LIVINGSTON    | California    | 95334-1426 |
| Glenn's Apothecary          | 520 West Gum Street             | Marion        | Kentucky      | 42064      |
| Glenn's Corner Pharmacy     | 631 East Franklin Street        | Sylvester     | Georgia       | 31791      |
| Glenn's Prescription Center | 119 East Main Street            | Salem         | Kentucky      | 42078      |
| Global Pharmacy             | 926-B Montreal Road Suite 2     | Clarkston     | Georgia       | 30021      |
| GLOBAL REXALL DRUG          | 424 E ST                        | FAIRBURY      | Nebraska      | 68352-2535 |
| GLS Pharmacy LLC            | 15680 Southwest 72nd Street     | Miami         | Florida       | 33193-1923 |
| GNO Pharmacy                | 1151 Barataria Blvd Suite 1200  | Marrero       | Louisiana     | 70072-3082 |
| Godwin Pharmacy             | 3061 Godwin Boulevard Suite 109 | Suffolk       | Virginia      | 23434-6662 |
| Golden Gate Pharmacy        | 1836 Noriega Street             | San Francisco | California    | 94122      |
| Golden Isles Pharmacy       | 3010 Altama Avenue              | Brunswick     | Georgia       | 31520      |
| Gold Hill Pharmacy          | 808 Second Avenue               | Gold Hill     | Oregon        | 97525      |
| Gonzales Rx Pharmacy        | 18 Fourth Street                | Gonzales      | California    | 93926-0808 |
| Goodale Pharmacy            | 16 North Sussex Street          | Dover         | New Jersey    | 07801      |
| Good Health Pharmacy        | 530 Joralemon St.               | Belleville    | New Jersey    | 07109      |
| Good Neighbor Pharmacy      | 60 Cassady Avenue<br>Suite 3    | Danville      | Kentucky      | 40422      |
| GOOD RXS Pharmacy           | 5221 33rd Street East           | Bradenton     | Florida       | 34203-4330 |
| Goodykoontz Drug Store Inc  | 2924 East Cumberland Road       | Bluefield     | West Virginia | 24701      |
| Gordon's Pharmacy and Gifts | 314 S. Main Street              | Canyonville   | Oregon        | 97417      |
| Gosney Pharmacy             | 911 Highway 24/36 East          | Monroe City   | Missouri      | 63456      |
| Gotham Pharmacy Inc         | 2258 3rd Avenue                 | New York      | New York      | 10035      |
| Grand Blanc Pharmacy        | 2227 East Hill Road             | Grand Blanc   | Michigan      | 48439-5000 |
| Grand Care Pharmacy Inc     | 6656 Grand Avenue               | Maspeth       | New York      | 11378-0009 |
| Grand Pharmacy              | 733 Grand Avenue                | Hannibal      | Missouri      | 63401      |
| Grand Value Pharmacy        | 10920 Grand River Avenue        | Detroit       | Michigan      | 48204      |
| Grant County Drug           | 219 North Main Street           | Ulysses       | Kansas        | 67880      |
| Graves Pharmacy             | 770 Pine Street, Suite 100      | Macon         | Georgia       | 31201      |
| Greater Care Pharmacy       | 24800 HOOVER RD STE B           | WARREN        | Michigan      | 48089-1965 |
| Greeley County Drug         | 422 Broadway Avenue             | Tribune       | Kansas        | 67879-7701 |
| Greenbriar Pharmacy         | 250 East FM 2449                | Ponder        | Texas         | 76259      |
| Green Cross Pharmacy        | 1305 Airport Freeway Ste 110    | Bedford       | Texas         | 76021      |

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| Greene Pharmacy                         | 331 Main Street                           | Stanardsville       | Virginia       | 22973          |
| Greenfield Pharmacy                     | 105 N GRAND<br>STE 1                      | GREENFIELD          | Missouri       | 65661          |
| Green River Pharmacy                    | 50 DILLON ST                              | Liberty             | Kentucky       | 42539          |
| Greensboro Pharmacy                     | 102 South Main Street                     | Greensboro          | Maryland       | 21639          |
| Greenville Pharmacy                     | 117 North Main Street                     | Greenville          | Kentucky       | 42345          |
| Greenwood Drugs                         | 400 West Park Avenue                      | Greenwood           | Mississippi    | 38930          |
| Griffith and Feil Drug                  | 1405 Chestnut Street                      | Kenova              | West Virginia  | 25530          |
| Grove Harbor Medical<br>Center Pharmacy | 12555 Garden Grove<br>Boulevard Suite 102 | Garden Grove        | California     | 92843          |
| Grove Pharmacy                          | 8283 Grove Avenue Suite<br>108-109        | Rancho<br>Cucamonga | California     | 91730-<br>3137 |
| Grove Pharmacy                          | 123 Grove Street                          | Montclair           | New Jersey     | 07042          |
| Guardian Angel Pharmacy                 | 1537 North Zaragoza Road<br>Suite 1A      | El Paso             | Texas          | 79936          |
| Gulf Breeze Apothecary                  | 1177 Gulf Breeze Parkway                  | Gulf Breeze         | Florida        | 32561          |
| Gulf Gate Pharmacy                      | 2134 Gulf Gate Drive                      | Sarasota            | Florida        | 34231          |
| Gulfport Pharmacy                       | 5004 Gulfport Boulevard S                 | Gulfport            | Florida        | 33707          |
| Gun Lake Pharmacy                       | 71 124th Avenue                           | Shelbyville         | Michigan       | 49344          |
| Guy's Pharmacy of Crystal<br>Springs    | 512 West Marion Avenue                    | Crystal Springs     | Mississippi    | 39059          |
| Guy's Pharmacy of<br>Summit             | 1121 Highway 98 and 51                    | Summit              | Mississippi    | 39666          |
| Guy's Pharmacy of<br>Tylertown          | 3000 Plaza Drive Suite B                  | Tylertown           | Mississippi    | 39667          |
| Guys Family Pharmacy Inc                | 817 Randolph Street                       | Thomasville         | North Carolina | 27360          |
| Guys Pharmacy of<br>Brookhaven          | 1005 West Congress Street                 | Brookhaven          | Mississippi    | 39601          |
| Guys Pharmacy of<br>Hazlehurst          | 212 Caldwell Drive                        | Hazlehurst          | Mississippi    | 39083          |
| Gwidt Pharmacy                          | 203 East Westgor Avenue                   | Wittenberg          | Wisconsin      | 54499-<br>0253 |
| H & N Drug Inc                          | 515 Memorial Drive Suite 2                | Manchester          | Kentucky       | 40962          |
| Haag Pharmacy                           | 1400 West 12th Avenue                     | Emporia             | Kansas         | 66801          |
| Habersham Drug                          | 638 Historic Highway 441<br>Suite A       | Demorest            | Georgia        | 30535          |
| Hackleburg Pharmacy                     | 34863 Highway 43                          | Hackleburg          | Alabama        | 35564          |
| Haig Pharmacy                           | 1112 South Glendale<br>Avenue             | Glendale            | California     | 91205          |
| Haire Drug Center                       | 805 1st Street                            | Cleveland           | Mississippi    | 38732-<br>2309 |
| Haisch Pharmacy                         | 303 East 5th Street                       | Canton              | South Dakota   | 57013          |
| Hale Center Clinical<br>Pharmacy        | 601 Avenue G                              | Hale Center         | Texas          | 79041          |
| Hall Drug Co                            | 90 Court Square                           | Blakely             | Georgia        | 39823          |
| Haller's Pharmacy and<br>Medical Supply | 37323 Fremont Boulevard                   | Fremont             | California     | 94536          |
| Halsey Drug Company                     | 55 South Main Street                      | Sparta              | North Carolina | 28675          |

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| Hamilton County Drug             | 302 East Avenue A                   | Syracuse        | Kansas         | 67878      |
| Hamilton Discount Pharmacy       | 6851 Shallowford Road               | Chattanooga     | Tennessee      | 37421      |
| HANCOCK PHARMACY & SURGICAL      | 840 E MAIN ST                       | MERIDEN         | Connecticut    | 06450      |
| Haney's Drug Corner              | 623 Dixie Street                    | Carrollton      | Georgia        | 30117      |
| Hanger Drugs                     | 207 Sparks Avenue Suite 1           | Jeffersonville  | Indiana        | 47130      |
| Hankinson Drug                   | 323 Main Avenue S                   | Hankinson       | North Dakota   | 58041      |
| Hansford Hospital Pharmacy       | 710 South Roland Street             | Spearman        | Texas          | 79081      |
| Harbor Drug                      | 114 South Huron Avenue              | Harbor Beach    | Michigan       | 48441      |
| Harbor Drug #2                   | 2046 Black River Street, Suite 2    | Deckerville     | Michigan       | 48427      |
| Harleyville Drug                 | 108 West Main Street                | Harleyville     | South Carolina | 29448      |
| Harrisburg Pharmacy              | 230 North 3rd Street Suite 106      | Harrisburg      | Oregon         | 97446      |
| Harrison Discount Pharmacy       | 1442 North Harrison                 | Shawnee         | Oklahoma       | 74801      |
| Harrison Family Pharmacy         | 182 North Second Street             | Harrison        | Michigan       | 48625      |
| Harris Pharmacy                  | 1224 First Street                   | Kennett         | Missouri       | 63857      |
| Harrolds Pharmacy Inc            | 250 Old River Road                  | Wilkes Barre    | Pennsylvania   | 18702-1614 |
| Harry Race Pharmacy              | 106 Lincoln Street                  | Sitka           | Alaska         | 99835      |
| Hart and Dilatush Pharmacy       | 601 West Riverside Suite 140        | Spokane         | Washington     | 99201      |
| Hawkins Lakeside Pharmacy        | 902 Central Boulevard               | Bull Shoals     | Arkansas       | 72619      |
| Hawkinsville Drug Company        | 153 Commerce Street                 | Hawkinsville    | Georgia        | 31036-8420 |
| HAWK PHARMACY                    | 120 West Park                       | Iowa Park       | Texas          | 76367      |
| Haworth Apothecary               | 169 Terrace Street                  | Haworth         | New Jersey     | 07641      |
| Hayden Pharmacy                  | 1200 Ward Avenue                    | Caruthersville  | Missouri       | 63830      |
| Haysi Drug Center                | 23906 Dickenson Highway             | Haysi           | Virginia       | 24256      |
| Hazard's Pharmacy                | 290 Main Street                     | Cornwall        | New York       | 12518-1579 |
| Hazel's Compounding Rx Pharmacy  | 2404 Smith Ranch Rd STE 100         | PEARLAND        | Texas          | 77584      |
| Hazlet Pharmacy                  | 2874 Highway 35 South               | Hazlet          | New Jersey     | 07730      |
| HB Pharmacy                      | 98 Ridge Road                       | North Arlington | New Jersey     | 07031      |
| HCA Pharmacy & Medical Equipment | 1113 West Lexington Avenue          | Winchester      | Kentucky       | 40391      |
| HealingSprings Pharmacy          | 2449 Ross Millville Road, Suite 185 | Hamilton        | Ohio           | 45013-8952 |
| Health Care Connections          | 402 South Main Street Suite 100     | Raeford         | North Carolina | 28376      |
| Healthcare Pharmacy              | 14642 Newport Avenue                | Tustin          | California     | 92780      |
| Healthcare Pharmacy              | 1825 Madison Avenue                 | New York        | New York       | 10035      |
| Health-Care Pharmacy             | 10 Hospital Drive                   | Morrilton       | Arkansas       | 72110      |

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| Health Delivery Pharmacy         | 1326 Eisenhower Drive Building 1         | Savannah          | Georgia        | 31406      |
| Health Fair Pharmacy             | 315 Willow Avenue                        | Hoboken           | New Jersey     | 07030-3807 |
| Health First Pharmacy            | 111 South Main Street                    | Greensburg        | Kentucky       | 42743      |
| Health Max Pharmacy              | 80-07 Jamaica Avenue                     | Woodhaven         | New York       | 11421      |
| Health Park Pharmacy             | 8300 Health Park Suite 227               | Raleigh           | North Carolina | 27615      |
| Health Plus Pharmacy             | 3104 West Mile 5 Road Suite 2            | Mission           | Texas          | 78574      |
| HealthPlus Pharmacy of Brighton  | 2305 Genoa Business Park, Suite 140      | Brighton          | Michigan       | 48114      |
| HealthPlus Pharmacy of Howell    | 1225 South Latson Road Suite 100         | Howell            | Michigan       | 48843      |
| Healthridge Pharmacy             | 3130 US 70 Highway                       | Black Mountain    | North Carolina | 28711      |
| Health Source Plus Pharmacy, LLC | 118-07 Metropolitan Avenue               | Kew Gardens       | New York       | 11415      |
| Healthville Pharmacy             | 7215 Mcpherson Rd                        | Laredo            | Texas          | 78041      |
| Healthy Harlem Rx Corp           | 1875 Lexington Avenue                    | New York          | New York       | 10035-4733 |
| Heartland Discount Pharmacy      | 407 South Parrott Avenue                 | Okeechobee        | Florida        | 34974      |
| Hebert Rexall Pharmacy           | 31 MAIN ST                               | Van Buren         | Maine          | 04785      |
| Heights Specialty Pharmacy       | 450 Boulevard                            | Hasbrouck Heights | New Jersey     | 07604      |
| Heights Terrace Pharmacy         | 475 South Poplar Street                  | Hazleton          | Pennsylvania   | 18201      |
| Heike Pharmacy                   | 213 West Main Street                     | Durand            | Wisconsin      | 54736      |
| Heller's Pharmacy                | 664 Mount Prospect Avenue                | Newark            | New Jersey     | 07104      |
| Hemmingsen Drug Store            | 132 West Michigan Avenue                 | Marshall          | Michigan       | 49068      |
| Henderson Pharmacy Services      | 186 West Main Street                     | Chillicothe       | Ohio           | 45601-3106 |
| Hendricks Pharmacy               | 137 North Harvard Avenue                 | Claremont         | California     | 91711-4717 |
| Henrietta Pharmacy               | 124 North Bridge                         | Henrietta         | Texas          | 76365      |
| Hephzibah Pharmacy               | 4819 Windsor Spring Road                 | Hephzibah         | Georgia        | 30815      |
| Hepps Prescription Pharmacy      | 240 South La Cienega Boulevard Suite 100 | Beverly Hills     | California     | 90211      |
| Herbst Apothecary Inc            | 201 North Dixon Road                     | Kokomo            | Indiana        | 46901      |
| Herbst Pharmacy                  | 300 East Southway Boulevard Suite E      | Kokomo            | Indiana        | 46902-6411 |
| Herbst Pharmacy                  | 710 West Main Street                     | Greentown         | Indiana        | 46936      |
| Herche Bloor Pharmacy            | 104 East 5th Street                      | East Liverpool    | Ohio           | 43920      |
| Hereford Pharmacy                | 809 South 25 Mile Avenue                 | Hereford          | Texas          | 79045      |
| Hereford Pharmacy and Gift Shop  | 216 Mount Carmel Road                    | Parkton           | Maryland       | 21120      |
| Heritage Pharmacy                | 870 Parkway Drive                        | Salyersville      | Kentucky       | 41465      |
| Heritage Pharmacy                | 3529 Heritage Trace Parkway Suite 141    | Keller            | Texas          | 76244      |

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| Herndon Pharmacy                     | 175 West Main Street                | Camden       | Tennessee      | 38320-1621 |
| Herold's Pharmacy                    | 2057 Charlie Hall Boulevard Suite C | Charleston   | South Carolina | 29414      |
| Hibbitts Drug Company LLC            | 735 North Main Street               | New Ellenton | South Carolina | 29809      |
| Hickory Hill Pharmacy                | 109 Hickory Hill Drive              | Helena       | Arkansas       | 72342      |
| Hicksville Pharmacy                  | 495 South Broadway Unit 16          | Hicksville   | New York       | 11801      |
| Hicksville Pharmacy and Home Medical | 116 East High Street                | Hicksville   | Ohio           | 43526      |
| Hiddenwood Pharmacy, Inc             | 35 Hiddenwood Shopping Center       | Newport News | Virginia       | 23606      |
| Highland Drug                        | 504 East Avenue Unit E              | Alpine       | Texas          | 79830      |
| Highland Pharmacy                    | 301 Rogers Road                     | Glasgow      | Kentucky       | 42141      |
| Highland Pharmacy                    | 4000 Highland Road Suite 113        | Waterford    | Michigan       | 48328      |
| High Street Discount Pharmacy        | 30 High Street                      | Waldorf      | Maryland       | 20602-1846 |
| High Street Pharmacy                 | 4248 Macarthur Boulevard            | Oakland      | California     | 94619      |
| High Touch Pharmacy                  | 344 West Grand Street               | Elizabeth    | New Jersey     | 07202-1202 |
| Hillcrest Pharmacy                   | 1015 Hillcrest Drive, Suite B       | Vernon       | Texas          | 76384      |
| HILLSBORO DRUG                       | 13 N MAIN ST                        | HILLSBORO    | North Dakota   | 58045-4202 |
| Hilltop Market Pharmacy              | 1706 Visions Avenue                 | Jonesboro    | Arkansas       | 72401      |
| Hils Pharmacy                        | 800 North Morley Street             | Moberly      | Missouri       | 65270-2617 |
| Hinas Home Care Pharmacy             | 9508 Stockdale Highway Suite 130    | Bakersfield  | California     | 93311      |
| Hinas Pharmacy                       | 6300 White Lane Suite N             | Bakersfield  | California     | 93309      |
| Hinesville Pharmacy                  | 481 Elma G Miles Parkway            | Hinesville   | Georgia        | 31313      |
| Hingham Centre Pharmacy              | 294 Main Street                     | Hingham      | Massachusetts  | 02043      |
| Hixson Pharmacy                      | 5508 Hixson Pharmacy Suite 1        | Hixson       | Tennessee      | 37343      |
| Hodges & Sargent Pharmacy            | 206 South Key Avenue                | Lampasas     | Texas          | 76550      |
| Hoffmans Pharmacy                    | 2323 Lake Avenue                    | Ashtabula    | Ohio           | 44004-3109 |
| Hogan's Pharmacy                     | 815 West Front Street               | Lillington   | North Carolina | 27546      |
| Hogan's Pharmacy                     | 2704 North Oak Street Suite B-1     | Valdosta     | Georgia        | 31602      |
| Holbrook Pharmacy & Surgical         | 233 Union Avenue                    | Holbrook     | New York       | 11741      |
| Holder Drug                          | 513 Barnes                          | Alva         | Oklahoma       | 73717-2288 |
| Holihans Drug Store                  | 128 North Main Street               | Evart        | Michigan       | 49631      |

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| Holland Center Pharmacy                | 621 Milford Warren Glen Road        | Milford           | New Jersey     | 08848      |
| Holly Pharmacy                         | 31 North Baltimore Avenue           | Mt. Holly Springs | Pennsylvania   | 17065-1302 |
| Holly Pharmacy                         | 4048 Grange Hall Road Suite D       | Holly             | Michigan       | 48442-1193 |
| Holly Springs Pharmacy                 | 648 Holly Springs Road              | Holly Springs     | North Carolina | 27540      |
| Holstein Community Pharmacy            | 108 North Main Street               | Holstein          | Iowa           | 51025-7754 |
| Holy Cross Pharmacy                    | 11550 Indian Hills Road Suite 130   | Mission Hills     | California     | 91345      |
| Holzer Family Pharmacy                 | 90 Jackson Pike                     | Gallipolis        | Ohio           | 45631      |
| Holzer Family Pharmacy                 | 280 Pattonville Road                | Jackson           | Ohio           | 45640      |
| Holzer Family Pharmacy Athens          | 2131 East State Street              | Athens            | Ohio           | 45701      |
| Hometown Old Country Pharmacy, Inc.    | 8534 Ridge Road                     | New Port Richey   | Florida        | 34654      |
| Hometown Pharmacy                      | 101 Medical Drive                   | Palestine         | Texas          | 75801      |
| Hometown Pharmacy                      | 236 West Clinton Street             | Gray              | Georgia        | 31032      |
| Hometown Pharmacy                      | 199 Old Courthouse Road             | Appomattox        | Virginia       | 24522      |
| Hometown Pharmacy                      | 196 Amelon Square                   | Madison Heights   | Virginia       | 24572-5990 |
| Hometown Pharmacy                      | 310 Charlie Drive                   | Whitesboro        | Texas          | 76273      |
| Hometown Pharmacy                      | 201 East Commerce                   | Fairfield         | Texas          | 75840      |
| Hometown Pharmacy                      | 1201 Olive Street                   | Gainesville       | Texas          | 76240      |
| Hometown Pharmacy                      | 2800 Highway 22 West                | Corsicana         | Texas          | 75110      |
| Home Town Pharmacy                     | 3899 Indian Ripple Road Suite A     | Beavercreek       | Ohio           | 45440      |
| Hometown Pharmacy of Jackson           | 95 Jackson Heights                  | Jackson           | Kentucky       | 41339      |
| Honea Path Pharmacy                    | 309 East Greer Street               | Honea Path        | South Carolina | 29654-1818 |
| Honest Pharmacy                        | 7740 Garvey Avenue Unit A           | Rosemead          | California     | 91770-3061 |
| Honest Pharmacy                        | 210 North Garfield Avenue Suite 101 | Monterey Park     | California     | 91754      |
| HOPEWELL PHARMACY                      | 1 West Broad Street                 | Hopewell          | New Jersey     | 08525      |
| Horseshoe Health & Medicine            | 600 Market Street                   | Horseshoe Bend    | Arkansas       | 72512      |
| Horsham Square Pharmacy                | 575 Horsham Road Unit C20           | Horsham           | Pennsylvania   | 19044      |
| Horton Brothers and Brown Pharmacy LLC | 201 East Main Street                | Grayson           | Kentucky       | 41143      |
| Hoskins Drug Store #2                  | 111 North Main Street               | Clinton           | Tennessee      | 37716      |
| Hospital Drive Pharmacy                | 409 Altapass Road                   | Spruce Pine       | North Carolina | 28777      |
| Hospital Dr Valley Pharmacy            | 7600 Hospital Dr Ste A              | Sacramento        | California     | 95823      |
| HUDSON DRUG SHOP                       | 108 N MARKET                        | Paxton            | Illinois       | 60957      |



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| Hudson Pharmacy                | 40 Spring Street                        | Ossining       | New York       | 10562      |
| Hudson Pharmacy                | 1609 East Main                          | Van Buren      | Arkansas       | 72956      |
| HUDSON PHARMACY, INC.          | 325 Railroad Street Suite D             | Hudson         | Michigan       | 49247      |
| Humboldt Pharmacy              | 204 South Ninth Street                  | Humboldt       | Kansas         | 66748-1908 |
| Hurley Drug Company Inc        | 210 Logan Street                        | Williamson     | West Virginia  | 25661      |
| Huron Market Pharmacy          | 1116 West Huron Street                  | Waterford      | Michigan       | 48328-3734 |
| Hursh Drugs                    | 90 North Diamond Street                 | Mansfield      | Ohio           | 44902      |
| Hyde Pharmacy Inc              | 1001 West Kings Highway                 | Paragould      | Arkansas       | 72450      |
| Hylands Pharmacy LLC           | 108 West Oklahoma Avenue                | Wheeler        | Texas          | 79096      |
| Hylan Medicine Cabinet         | 1988 Hylan Boulevard                    | Staten Island  | New York       | 10306      |
| laeger Pharmacy                | 4381 Coal Heritage Road, US Route 52    | laeger         | West Virginia  | 24844      |
| iCareRx Pharmacy - Newport     | 1117 McLain Street Suite 400            | Newport        | Arkansas       | 72112      |
| IHS Pharmacy & Gifts           | 150 South Leroy Street                  | Metter         | Georgia        | 30439      |
| IHS Pharmacy #3                | 13762 Highway 80                        | Jeffersonville | Georgia        | 31044      |
| IHS Pharmacy-Jamestown         | 4940 Cottonville Road                   | Jamestown      | Ohio           | 45335-1522 |
| Illini Clinic Pharmacy         | 855 Illini Drive, Suite 200             | Silvis         | Illinois       | 61282      |
| Iman's Pharmacy INC            | 2360 East 12th Street                   | Kansas City    | Missouri       | 64127-1237 |
| Imboden Medical Pharmacy       | 110 North Walnut Street                 | Imboden        | Arkansas       | 72434      |
| Imperial Pharmacy              | 1530 Palm Avenue                        | San Diego      | California     | 92154      |
| Indio Medical Pharmacy         | 81893 Doctor Carreon Boulevard, Suite 7 | Indio          | California     | 92201      |
| Infinity Pharmacy              | 7551 West Hillsborough Avenue           | Tampa          | Florida        | 33615      |
| Infinity Pharmacy              | 2700 South 60th Street                  | Milwaukee      | Wisconsin      | 53219      |
| Inland Pharmacy                | 1001 E Latham Avenue Suite P            | Hemet          | California     | 92543      |
| Innova Pharmacy                | 5830 Jameson Ct                         | Carmichael     | California     | 95608      |
| Iola Pharmacy                  | 109 East Madison                        | Iola           | Kansas         | 66749      |
| Irmo Drug                      | 1009 Lake Murray Blvd, Suite B          | Irmo           | South Carolina | 29063      |
| Irvine Health Care Pharmacy    | 1325 Richmond Road                      | Irvine         | Kentucky       | 40336      |
| Irvine Medical Center Pharmacy | 16300 Sand Canyon Avenue, Suite 101     | Irvine         | California     | 92618      |
| Island Family Pharmacy         | 600 PLANTATION ISLAND DR S UNIT 3       | ST AUGUSTINE   | Florida        | 32080      |
| Island Pharmacy                | 210 South Highway 64                    | Manteo         | North Carolina | 27954      |
| Island Pharmacy                | 2181-A Old Mountain Road                | Statesville    | North Carolina | 28625      |
| Island View Pharmacy           | 2038 West 1900 South                    | Syracuse       | Utah           | 84075      |

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| Islip Pharmacy and Surgical             | 437 Main Street                    | Islip          | New York       | 11751      |
| Ivan Pharmacy                           | 691 Columbus Avenue                | New York       | New York       | 10025      |
| Ivy Pharmacy                            | 16854 Ivy Avenue Suite C           | Fontana        | California     | 92335-1504 |
| J's Pharmacy                            | 6416 Ridge Road                    | Port Richey    | Florida        | 34668      |
| J & B Drugstore                         | 352 Main Street                    | Grantsville    | West Virginia  | 26147      |
| J & K Drug                              | 7190 Highway 165 South             | Columbia       | Louisiana      | 71418      |
| J&M Pharmacy and Compounding Center LLC | 301 2nd Avenue West                | Oneonta        | Alabama        | 35121      |
| JABOS PHARMACY, INC.                    | 602 East Broadway                  | Newport        | Tennessee      | 37821      |
| Jackson Drugs                           | 1974 Cherokee Road                 | Alexander City | Alabama        | 35010-3437 |
| Jacks Pharmacy Inc                      | 103 East College Avenue            | St Maries      | Idaho          | 83861      |
| Jamestown Pharmacy                      | 1417 North Main Street, Suite A    | Jamestown      | Kentucky       | 42629      |
| Jarrettsville Pharmacy                  | 3714 Norrisville Road              | Jarrettsville  | Maryland       | 21084      |
| Jay's Pharmacy Inc                      | 400 South Highway 27               | Somerset       | Kentucky       | 42501      |
| J Drugs                                 | 1205 Avenue J                      | Brooklyn       | New York       | 11230      |
| J Drugs II                              | 3402 Avenue N                      | Brooklyn       | New York       | 11234      |
| Jeff's Prescription Shop                | 2415 Ring Road                     | Elizabethtown  | Kentucky       | 42701      |
| Jeff Co Drug Center                     | 127 West Meeting Street            | Dandridge      | Tennessee      | 37725      |
| Jefferson Drug Store                    | 418 East Main Street               | Jefferson      | North Carolina | 28640      |
| Jefferson Good Neighbor Pharmacy        | 194 B Turkeysag Trail              | Palmyra        | Virginia       | 22963      |
| Jeff Goodman Special Care Pharmacy      | 1625 Schrader Boulevard, 1st Floor | Los Angeles    | California     | 90028-6213 |
| Jersey Drugs                            | 286 Central Avenue                 | Jersey City    | New Jersey     | 07307      |
| Jersey Shore Pharmacy                   | 580 North Main Street              | Barneget       | New Jersey     | 08005      |
| Jill's Genuine Care Pharmacy LLC        | 23603 Farmington Road              | Farmington     | Michigan       | 48336      |
| John Smith Professional Pharmacy        | 100 Lantana Road, Suite 201        | Crossville     | Tennessee      | 38555      |
| Jonathan's Pharmacy                     | 19341 Bear Valley Road Suite 103   | Apple Valley   | California     | 92308      |
| Jones & Counts Pharmacy                 | 251 Main Street                    | Haysi          | Virginia       | 24256      |
| Jones Drug Store                        | 125 Court Street                   | Jackson        | Missouri       | 63755      |
| Jones Prescription Shop                 | 101 Peachtree Street               | Jesup          | Georgia        | 31545      |
| Jordan Pharmacy                         | 1332 Highway 16 South              | Graham         | Texas          | 76450      |
| JR Pharmacy LLC 2                       | 15 Southland Shopping Center       | Terre Haute    | Indiana        | 47802      |
| JR Pharmacy Poplar LLC                  | 1101 Poplar Street                 | Terre Haute    | Indiana        | 47807      |
| JR Pharmacy Rockville LLC 4             | 1330 North Lincoln Road            | Rockville      | Indiana        | 47872      |
| JR Scripts Pharmacy                     | 2902 Poplar Street                 | Terre Haute    | Indiana        | 47803      |
| J RX Pharmacy                           | 6515 Fresh Pond Road               | Ridgewood      | New York       | 11385      |
| K & K Pharmacy                          | 187 Mill Street                    | Liberty        | New York       | 12754      |

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| K & K Pharmacy                         | 1411 West American Blvd             | Muleshoe      | Texas          | 79347      |
| Kabs Pharmacy                          | 2812 East Bearss Avenue             | Tampa         | Florida        | 33613      |
| Kahler Pharmacy                        | 1941 Airport Highway                | Toledo        | Ohio           | 43609      |
| Kaleo's Pharmacy LLC                   | 4475 Papalina Road Suite C1         | Kalaheo       | Hawaii         | 96741      |
| Kanan Pharmacy and Medical Supplies    | 5847 Kanan Road                     | Agoura Hills  | California     | 91301      |
| Kare Drug #4                           | 100 North Church Street, Suite A    | Bloomfield    | New Mexico     | 87413      |
| Kare Drug - Aztec                      | 100 Llano Street                    | Aztec         | New Mexico     | 87410      |
| Karemore Pharmacy                      | 12085 North Somerset Avenue Suite 5 | Princess Anne | Maryland       | 21853      |
| Katsaros Pharmacy                      | 1521 East 53rd Street               | Chicago       | Illinois       | 60615      |
| Katy Medical Complex Pharmacy          | 21700 Kingsland, Suite 105          | Katy          | Texas          | 77450      |
| Katz Pharmacy                          | 2 East Eagle Road                   | Havertown     | Pennsylvania   | 19083      |
| Kavanaugh Pharmacy                     | 5200 KAVANAUGH BLVD                 | LITTLE ROCK   | Arkansas       | 72207      |
| Keller Apothecary                      | 5346 Devonshire Avenue              | Saint Louis   | Missouri       | 63109      |
| Kelley-Ross Pharmacy at the Polyclinic | 904 7th Avenue Suite 103            | Seattle       | Washington     | 98104      |
| KELLSTROM PHARMACY                     | 1860 Claflin Road                   | Manhattan     | Kansas         | 66502      |
| Ken's Sunflower Pharmacy               | 7222 West 80th Street               | Overland Park | Kansas         | 66204      |
| Kennebec Pharmacy & Home Care          | 839 Commercial Street               | Rockport      | Maine          | 04856      |
| Kennedy Drug                           | 223 South Lakeshore Drive           | Lake City     | Minnesota      | 55041      |
| Kennedy Pharmacy                       | 42 East Laurel Road Suite 1900      | Stratford     | New Jersey     | 08084      |
| Kent Station Pharmacy                  | 38 North Main Street                | Kent          | Connecticut    | 06757      |
| KEX RX PHARMACY & HOME CARE            | 120 E 18TH ST                       | FALLS CITY    | Nebraska       | 68355      |
| Key Drugs                              | 910 North Westwood Boulevard        | Poplar Bluff  | Missouri       | 63901      |
| Key Drugs at Dexter                    | 1007 West Business US Highway 60    | Dexter        | Missouri       | 63841      |
| Key Pharmacy                           | 614 Crandon Boulevard               | Key Biscayne  | Florida        | 33149      |
| Kilgore Express Pharmacy #6            | 1614 Glenn Boulevard Southwest      | Fort Payne    | Alabama        | 35968      |
| Killen Corner Drug                     | 1621 Highway 72                     | Killen        | Alabama        | 35645      |
| Kim's Pharmacy                         | 479 Dellwood Rd                     | Waynesville   | North Carolina | 28786      |
| Kimper Pharmacy                        | 9711 State Highway 194 East         | Kimper        | Kentucky       | 41539      |
| King's Hometown Pharmacy               | 33 SCHOOL CIRCLE SUITE A            | BLAIRSVILLE   | Georgia        | 30512-2984 |
| King's Pharmacy                        | 16 Wayne Brooks Lane                | Hayesville    | North Carolina | 28904      |
| King's Pharmacy                        | 30 Peachtree Street                 | Murphy        | North Carolina | 28906      |
| King Drug and Home Care                | 1156 Carter Road                    | Owensboro     | Kentucky       | 42301      |

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| KING DRUG CO LLC                         | 142 SOUTH MAIN STREET                 | KING              | North Carolina | 27021-0426 |
| King Pharmacy & Compounding LLC          | 31201 US Highway 19 North Suite 1     | Palm Harbor       | Florida        | 34684-4422 |
| Kingsbay Chemists Inc.                   | 3610 Nostrand Avenue                  | Brooklyn          | New York       | 11229      |
| Kingsley Pharmacy and Compounding Center | 114 South Brownson Avenue             | Kingsley          | Michigan       | 49649      |
| Kinkead Pharmacy                         | 105 South Allen Street                | Centralia         | Missouri       | 65240      |
| Kinston Clinic Pharmacy North            | 701 Doctors Drive Suite P             | Kinston           | North Carolina | 28501      |
| Kitch Pharmacy                           | 10501 Quaker Avenue Suite 300         | Lubbock           | Texas          | 79424-8312 |
| KK's Pharmacy #251                       | 980 North Walnut Creek Drive #118     | Mansfield         | Texas          | 76063      |
| KK's Pharmacy #51                        | 2480 W Illinois Avenue                | Dallas            | Texas          | 75233      |
| KML Pharmacy                             | 1655 South de Anza Boulevard, Suite 2 | Cupertino         | California     | 95014      |
| Knight's Pharmacy                        | 191 Glades Road                       | Berea             | Kentucky       | 40403      |
| Knolls Pharmacy                          | 16630 Marquez Avenue                  | Pacific Palisades | California     | 90272      |
| Koblin's Pharmacy                        | 96 Main Street                        | Nyack             | New York       | 10960      |
| Koerner-Whipple Pharmacy                 | 104 First Street Northwest            | Hampton           | Iowa           | 50441      |
| Komoto Medical Pharmacy                  | 2110 Truxtun Avenue, Suite 100        | Bakersfield       | California     | 93301      |
| Komoto Pharmacy                          | 1017 Ellington Street                 | Delano            | California     | 93215      |
| Kovacs-Frey Pharmacy                     | 2860 Artesia Boulevard                | Redondo Beach     | California     | 90278      |
| Kraege Drug Store                        | 113 East Main Street                  | Yorktown          | Texas          | 78164-2030 |
| Kramers Pharmacy                         | 29525 Canwood Street                  | Agoura Hills      | California     | 91301      |
| Kratzer's Hometown Pharmacy Mt Orab      | 155 North Point Drive                 | Mount Orab        | Ohio           | 45154      |
| Kremer Pharmacy                          | 206A North Pearl Street               | Teutopolis        | Illinois       | 62467-1134 |
| KREMER PHARMACY ALTAMONT                 | 12 N 3RD ST                           | ALTAMONT          | Illinois       | 62411-1271 |
| Kressaty's Pharmacy                      | 1068 Ringwood Avenue                  | Haskell           | New Jersey     | 07420      |
| Kronner Pharmacy                         | 778 West Houghton Lake Drive          | Prudenville       | Michigan       | 48651      |
| Kruticks Pharmacy                        | 589 Crescent Street                   | Brooklyn          | New York       | 11208      |
| KTA Kamuela Pharmacy                     | 65-1158 Mamalahoa Highway             | Kamuela           | Hawaii         | 96743      |
| KTA Keauhou Pharmacy                     | 78-6831 Alii Drive                    | Kailua-Kona       | Hawaii         | 96740      |
| KTA Puainako Pharmacy                    | 50 East Puainako Street               | Hilo              | Hawaii         | 96720      |
| KTA Waikoloa Village Pharmacy            | 68-3916 Paniolo Avenue                | Waikoloa          | Hawaii         | 96738      |
| Kwikrx Pharmacy                          | 13015 West 143rd Street               | Homer Glen        | Illinois       | 60491      |
| Kyoto Pharmacy                           | 420 East 3rd Street                   | Los Angeles       | California     | 90013      |
| L & S Pharmacy                           | 406 South Main Street                 | Charleston        | Missouri       | 63834      |

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| La Buena Vida Pharmacy           | 51335 Cesar Chavez Street Suite 116  | Coachella      | California     | 92236      |
| Lacey Drug Company               | 4797 South Main Street               | Acworth        | Georgia        | 30101      |
| Laceys Marietta Pharmacy         | 790 Church Street, Suite 170         | Marietta       | Georgia        | 30060      |
| La Cubana Pharmacy Discount      | 5965 Southwest 8th Street Suite A    | Miami          | Florida        | 33144      |
| LAFAYETTE PHARMACY               | 526 Highway 52 Bypass West           | Lafayette      | Tennessee      | 37083      |
| Lakeland Pharmacy                | 18565 Business 13                    | Branson West   | Missouri       | 65737      |
| Lakeland Pharmacy #2             | 1232 Branson Hills Parkway Suite 205 | Branson        | Missouri       | 65616      |
| Lakeland Pharmacy #3             | 104 Cortney Lane                     | Crane          | Missouri       | 65633      |
| Lakeland Pharmacy #4             | 16269 US Highway 160                 | Forsyth        | Missouri       | 65653-7122 |
| Lakeland Pharmacy #7             | 110 Bear Dr. Suite 4                 | Willow Springs | Missouri       | 65793      |
| Lake Murray Drug Company         | 105 Snapdragon Court Suite A         | Chapin         | South Carolina | 29036-8343 |
| Lake Murray Drug Company of Irmo | 2 Palmetto Wood Parkway Suite 100    | Irmo           | South Carolina | 29063      |
| Lakeside Pharmacy                | 605 North Main Street                | Eufaula        | Oklahoma       | 74432      |
| LAKESIDE PHARMACY                | 9615 SHERRILL ESTATES ROAD SUITE B   | HUNTERSVILLE   | North Carolina | 28078      |
| LAKESIDE PHARMACY-ANTIGO         | 536 5TH AVE                          | ANTIGO         | Wisconsin      | 54409      |
| Lakeside Specialty Pharmacy      | 480 River Highway, Suite A           | Mooresville    | North Carolina | 28117-6958 |
| LAKETOWN PHARMACY                | 1550 S PIONEER WAY STE 105           | MOSES LAKE     | Washington     | 98837      |
| Lake Worth Pharmacy              | 4701 BOAT CLUB RD SUITE 115          | Fort Worth     | Texas          | 76135      |
| Lake Wylie Pharmacy              | 221 Latitude Lane Suite 109          | Lake Wylie     | South Carolina | 29710      |
| LAKOTA DRUG                      | 117 MAIN ST                          | LAKOTA         | North Dakota   | 58344      |
| Lamar Plaza Drug Store           | 1509 South Lamar Boulevard Suite 550 | Austin         | Texas          | 78704      |
| Landmark Pharmacy                | 3401 Atwood Road, Suite E            | Little Rock    | Arkansas       | 72206      |
| Landy's Pharmacy                 | 835 Sparkleberry Lane                | Columbia       | South Carolina | 29229-6544 |
| Lane Drug Co.                    | 19427 Hartford Street                | Edison         | Georgia        | 39846      |
| LANGDON COMMUNITY DRUG           | 805 3RD ST                           | LANGDON        | North Dakota   | 58249      |
| Lanvy Pharmacy                   | 14971 Brookhurst Street Suite A      | Westminster    | California     | 92683      |
| Lapeer Pharmacy                  | 944 Baldwin Road Suite B             | Lapeer         | Michigan       | 48446      |
| Laplata Pharmacy                 | 6501 Crain Highway                   | La Plata       | Maryland       | 20646-4268 |

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| LARIMORE DRUG AND GIFT INC                        | 203 TOWNER AVE                       | LARIMORE       | North Dakota   | 58251-0438 |
| Lark Drugs Pharmacy                               | 16251 Main Street                    | Guerneville    | California     | 95446      |
| Larry's Pharmacy                                  | 1310 10th Ave North                  | Humboldt       | Iowa           | 50548      |
| Larson's Pharmacy                                 | 142 West H Street                    | Colton         | California     | 92324      |
| Las Villas Pharmacy Discount and Medical Supplies | 716 West 29th Street                 | Hialeah        | Florida        | 33012      |
| La Tienda Pharmacy                                | 1301 South Canal Street              | Carlsbad       | New Mexico     | 88220      |
| Laurelton Pharmacy                                | 22412 Merrick Boulevard              | Laurelton      | New York       | 11413      |
| Lawrence Pharmacy                                 | 1156 North George Washington Highway | Chesapeake     | Virginia       | 23323      |
| LC Family Pharmacy                                | 57 North Morey Road                  | Lake City      | Michigan       | 49651      |
| Lee's Inlet Apothecary and Gifts                  | 3579 Highway 17 Business             | Murrells Inlet | South Carolina | 29576      |
| Lee Davis Pharmacy                                | 7016 Lee Park Rd Suite 400           | Mechanicsville | Virginia       | 23111      |
| Lee-Goodrum Pharmacy                              | 40 Hospital Road                     | Newnan         | Georgia        | 30263-1200 |
| Le Fave Pharmacy and Home Medical Equipment       | 1202 West Chisholm Street            | Alpena         | Michigan       | 49707      |
| Lenox Pharmacy                                    | 27 Lenox Avenue                      | New York       | New York       | 10026      |
| Lenox Terrace Drug                                | 20 West 135th Street                 | New York       | New York       | 10037      |
| Leonard Pharmacy                                  | 122 West Collins Street              | Leonard        | Texas          | 75452      |
| Leroy Pharmacy                                    | 1280 North Leroy Street              | Fenton         | Michigan       | 48430-2760 |
| Levy's Pharmacy & Surgical                        | 299 Stuyvesant Avenue                | Lyndhurst      | New Jersey     | 07071      |
| Lewis County Primary Care Center                  | 211 Kentucky 59                      | Vanceburg      | Kentucky       | 41179      |
| Liberty Drug and Surgical                         | 195 Main Street                      | Chatham        | New Jersey     | 07928      |
| Liberty Family Pharmacy                           | 115 West Main Street                 | Liberty        | South Carolina | 29657-0063 |
| Lifeline Rx LLC                                   | 9252 KENNEDY BLVD UNIT 3             | NORTH BERGEN   | New Jersey     | 07047      |
| Lifestream Pharmacy                               | 847 EASTON ROAD SUITE 2775           | WARRINGTON     | Pennsylvania   | 18976      |
| Lily's Pharmacy                                   | 11670 Jones Bridge Road Suite E      | Johns Creek    | Georgia        | 30005      |
| Lincoln Parkway Pharmacy                          | 117 Lincoln Drive                    | Hodgenville    | Kentucky       | 42748      |
| Lincoln Pharmacy                                  | 821 South 38th Street                | Tacoma         | Washington     | 98418      |
| Linda Rx Pharmacy                                 | 1569 Lexann Avenue, Suite 130        | San Jose       | California     | 95121      |
| Linda Vista Pharmacy                              | 4300 Rose Drive Suite D              | Yorba Linda    | California     | 92886      |
| Lindberg Pharmacy                                 | 5203 South McColl Road               | Edinburg       | Texas          | 78539      |
| Lindenwood Drug                                   | 6903 Lansdowne                       | St. Louis      | Missouri       | 63109      |
| Lindhurst Pharmacy                                | 5991 Lindhurst Ave                   | Marysville     | California     | 95901      |



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| Liss Pharmacy                              | 794 Mount Prospect Avenue        | Newark          | New Jersey     | 07104      |
| LITTLE'S PHARMACY                          | 122 Main Street                  | Raleigh         | Mississippi    | 39153      |
| Little Road Pharmacy                       | 4211 Little Road Unit #4         | New Port Richey | Florida        | 34655      |
| Little Silver Family Pharmacy              | 10 Church Street                 | Little Silver   | New Jersey     | 07739      |
| Live Oak Pharmacy                          | 98 Oakland Avenue East           | Camilla         | Georgia        | 31730      |
| Livewell Pharmacy                          | 477 State Route 10 Unit 13       | Randolph        | New Jersey     | 07869-2142 |
| Lo Cost Pharmacy                           | 612 East 69th Street             | Savannah        | Georgia        | 31405      |
| Logos Pharmacy                             | 7543 W Waters ave                | Tampa           | Florida        | 33615      |
| London Drug                                | 6 S Main                         | Grace           | Idaho          | 83241      |
| Lone Oak Pharmacy                          | 3535 Lone Oak Road               | Paducah         | Kentucky       | 42001      |
| Lone Star Pharmacy                         | 13230 Fm 1764 Rd STE B           | Santa Fe        | Texas          | 77510      |
| Lone Star Pharmacy                         | 1395 Sattler Road Suite 8        | Canyon Lake     | Texas          | 78132      |
| Lorain Lowcost Pharmacy                    | 12940 Lorain Avenue              | Cleveland       | Ohio           | 44111-2612 |
| Lorenzo Apothecary                         | 306 Main Street                  | Sterling        | Colorado       | 80751-4345 |
| Loretto Drugs LLC                          | 106 Church Street                | Loretto         | Tennessee      | 38469      |
| Los Alamitos Pharmacy                      | 3801 Katella Avenue Suite 120    | Los Alamitos    | California     | 90720      |
| Loudoun Community Pharmacy                 | 19415 Deerfield Avenue Suite 116 | Lansdowne       | Virginia       | 20176-8470 |
| Loving Care Pharmacy                       | 1653 Lincoln Highway             | Edison          | New Jersey     | 08817      |
| Lowe's Pharmacy                            | 1536 East Broadway               | Maryville       | Tennessee      | 37804      |
| Lucerne Pharmacy, Inc.                     | 6244 East Highway 20             | Lucerne         | California     | 95458-1316 |
| Ludowici Drugs                             | 11 West Cypress Street           | Ludowici        | Georgia        | 31316      |
| Lula Pharmacy and Foothills Gift Shop      | 6102 Banks Street                | Lula            | Georgia        | 30554      |
| Lynn's Dakotamart Pharmacy - Belle Fourche | 600 National Street              | Belle Fourche   | South Dakota   | 57717      |
| Lynn's La Vega Pharmacy                    | 2401 E Waco Drive                | Waco            | Texas          | 76705      |
| Lynn's Pharmacy Hewitt                     | 511 North Hewitt Drive Suite 1   | Hewitt          | Texas          | 76643      |
| Lynns Dakotamart Pharmacy-Hot Springs      | 501 South 6th Street             | Hot Springs     | South Dakota   | 57747      |
| Maag Prescription and Medical Supply       | 333 West Center Street           | Pocatello       | Idaho          | 83204      |
| Mabrys Drug Store                          | 41 West Main Street              | Hamlet          | North Carolina | 28345      |
| Mac's Edgemoor Pharmacy                    | 643 Edgemoor Road                | Powell          | Tennessee      | 37849      |
| Mac's Pharmacy                             | 2419 Washington Pike             | Knoxville       | Tennessee      | 37917      |
| Mac's Pharmacy at South Peters             | 125 S PETERS RD                  | KNOXVILLE       | Tennessee      | 37923-5202 |
| Mac's Pharmacy Oak Ridge                   | 45 New York Avenue               | Oak Ridge       | Tennessee      | 37830-6410 |

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| MAC'S PHARMACY<br>TOWNSEND       | 7959 E LAMAR ALEXANDER<br>PKWY    | TOWNSEND        | Tennessee      | 37882-<br>4033 |
| Mackenthun Beck<br>Pharmacy Inc  | 851 Market Place Drive            | Waconia         | Minnesota      | 55387          |
| Macon Primary Pharmacy           | 34 Hospital Road                  | Macon           | Mississippi    | 39341          |
| Madden's Pharmacy, Inc.          | 101 College Avenue                | Elberton        | Georgia        | 30635-<br>1705 |
| Maddox Drugs                     | 1330 Big A Road                   | Toccoa          | Georgia        | 30577          |
| Madison Drug                     | 110 Big Hill Avenue               | Richmond        | Kentucky       | 40475          |
| Madison Drug Company<br>Inc      | 114 North Main Street             | Madison         | Virginia       | 22727          |
| Madison Pharmacy                 | 66 Main Street                    | Madison         | New Jersey     | 07940          |
| Madison Pharmacy &<br>Gifts Inc  | 4401 US HWY 25 70                 | MARSHALL        | North Carolina | 28753          |
| Madison Pharmacy and<br>Homecare | 125 West Murphy Street            | Madison         | North Carolina | 27025          |
| Madura Pharmacy                  | 115 North Broadway                | South Amboy     | New Jersey     | 08879          |
| MAGGIES PHARMACY                 | 2315 KUEHNER DR UNIT<br>107       | SIMI VALLEY     | California     | 93063          |
| Magnolia Drug Co Inc             | 112 North Church Street           | Homerville      | Georgia        | 31634          |
| Magnolia Pharmacy                | 18230 FM 1488, Suite 100          | Magnolia        | Texas          | 77354          |
| Mahaska Drug, Inc                | 205 North E Street                | Oskaloosa       | Iowa           | 52577          |
| Maico Pharmacy                   | 10161 Bolsa Avenue Suite<br>105B  | Westminster     | California     | 92683          |
| Main Street Drug                 | 225 West Main                     | Wilburton       | Oklahoma       | 74578          |
| Main Street Drug Inc.            | 204 North Main Street             | Charles City    | Iowa           | 50616          |
| Main Street Pharmacy             | 2117 Boston Avenue                | Bridgeport      | Connecticut    | 06610          |
| Main Street Pharmacy             | 435 West Main Street<br>Suite 1   | Oak Hill        | West Virginia  | 25901          |
| Malakoff Pharmacy                | 409 West Royall Boulevard         | Malakoff        | Texas          | 75148          |
| Malheur Drug                     | 198 A Street West                 | Vale            | Oregon         | 97918          |
| Maloney Prescription<br>Pharmacy | 1405 Hailey Street                | Sweetwater      | Texas          | 79556          |
| Manatee Discount<br>Pharmacy     | 1802 59th Street West             | Bradenton       | Florida        | 34209          |
| Manion's Drug Store              | 719 Main Street                   | Creighton       | Nebraska       | 68729          |
| Manitowoc Pharmacies             | 919 South 8th Street              | Manitowoc       | Wisconsin      | 54220          |
| Mannings 8th Ave<br>Pharmacy     | 6402 8th Avenue Suite<br>G103     | Brooklyn        | New York       | 11220          |
| Manor Drug Medical &<br>Mobility | 5795 North First Street           | Fresno          | California     | 93710          |
| Maple Pharmacy                   | 5829 West Maple Road<br>Suite 129 | West Bloomfield | Michigan       | 48322          |
| Marcus Hook Pharmacy             | 46 E 10TH ST                      | Marcus Hook     | Pennsylvania   | 19061          |
| Margolis Pharmacy                | 447 Broadway                      | Chelsea         | Massachusetts  | 02150          |
| Marion Family Pharmacy           | 134 Block Street                  | Marion          | Arkansas       | 72364          |
| Mark's Pharmacy                  | 205 East Main                     | Melbourne       | Arkansas       | 72556          |

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| Market Pharmacy                                | 9250 Reseda Boulevard Suite 2C | Northridge    | California     | 91324      |
| Market Street Pharmacy                         | 10 Market Street               | Belvidere     | New Jersey     | 07823-1444 |
| Market Street Pharmacy                         | 1612 Market Street             | Wilmington    | North Carolina | 28401      |
| MARKS FAMILY PHARMACY                          | 205 East 3rd Ave               | Oneida        | Tennessee      | 37841-5885 |
| Marple Pharmacy                                | 2070 Sproul Road               | Broomall      | Pennsylvania   | 19008      |
| Marquez Pharmacy                               | 5901 West 16th Avenue          | Hialeah       | Florida        | 33012      |
| Marshall's Drug Store                          | 50 Cross Street                | Urbanna       | Virginia       | 23175      |
| Mars Hill Pharmacy Inc                         | 106 Main Street                | Mars Hill     | Maine          | 04758      |
| Martin Tipton Pharmacy Hillside                | 5901 Bell Street Unit 30       | Amarillo      | Texas          | 79109-6263 |
| Martin Tipton Pharmacy LLC                     | 1501 South Tyler Street        | Amarillo      | Texas          | 79101      |
| Mast Family Drug                               | 418 Dabney Drive               | Henderson     | North Carolina | 27536      |
| Mast Pharmacy                                  | 307 West Boulevard             | Williamston   | North Carolina | 27892      |
| Mathes Pharmacy                                | 1621 Charlestown Road          | New Albany    | Indiana        | 47150      |
| Matthews Pharmacy                              | 101 Canal St                   | Ellenville    | New York       | 12428-1400 |
| Mauch Chunk Pharmacy                           | 1204 North Street              | Jim Thorpe    | Pennsylvania   | 18229      |
| Maui Clinic Pharmacy                           | 22 Hana Hwy, Suite B           | Kahului       | Hawaii         | 96732      |
| Max Brown Pharmacy                             | 809 North Jefferson Street     | Dublin        | Georgia        | 31021      |
| Max Discount Pharmacy                          | 4531 Highway 58 Suite 105      | Chattanooga   | Tennessee      | 37416      |
| Maxwell Pharmacy                               | 626 North Highway 155          | Frankston     | Texas          | 75763      |
| Max-Well Pharmacy Services                     | 375 West Street Road           | Warminster    | Pennsylvania   | 18974      |
| Mayflower Family Pharmacy                      | 616B Highway 365               | Mayflower     | Arkansas       | 72106      |
| Mayson's Pharmacy                              | 4199 F1 Winchester Road        | Marshall      | Virginia       | 20115-3269 |
| Maysville OB/GYN Family Health Center Pharmacy | 927 Kenton Station Drive       | Maysville     | Kentucky       | 41056      |
| McBain Family Pharmacy                         | 119 North Roland Street        | Mc Bain       | Michigan       | 49657      |
| McCarthy Drugs                                 | 12025 San Vincete Blvd.        | Los Angeles   | California     | 90049      |
| Mccays Total Pharmacy                          | 260 Boggs Lane                 | Richmond      | Kentucky       | 40475-2591 |
| McCaysville Drug Center Inc                    | 131 Blue Ridge Drive           | McCaysville   | Georgia        | 30555      |
| McCoy Tygart Drug Store Inc                    | 821 North Rock                 | Sheridan      | Arkansas       | 72150      |
| McDowells Pharmacy                             | 1004 Main Street               | Scotland Neck | North Carolina | 27874      |
| McFadden Pharmacy                              | 115 East Main Street           | Bainbridge    | Ohio           | 45612      |
| McGuffee Drug                                  | 102 North Main Street          | Mendenhall    | Mississippi    | 39114      |
| McGuire Park Pharmacy                          | 2106 East Main Street          | Richmond      | Virginia       | 23223      |
| McHaney Drug P.A.                              | 1400 West Hunt Street          | Paragould     | Arkansas       | 72450-3574 |
| McKinney Pharmacy                              | 1601 West University Drive     | McKinney      | Texas          | 75069      |

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| McMinnville Drug Center          | 1500 Sparta Road                  | McMinnville      | Tennessee      | 37110      |
| Meadowbrook Pharmacy             | 6624 Meadowbrook Drive            | Fort Worth       | Texas          | 76112      |
| Mears Pharmacy                   | 1050 Shepard Lane Suite 1         | Farmington       | Utah           | 84025-2716 |
| Med-Care Infusion Services       | 3085 West 80th Street             | Hialeah          | Florida        | 33018      |
| Medcenter Pharmacy               | 1419 East Bustamante Street       | Laredo           | Texas          | 78041      |
| Medcenter Pharmacy               | 7210 North Main Street, Suite 102 | Clarkston        | Michigan       | 48346      |
| MED EXPRESS PHARMACY             | 212 South Mayo Trail              | Paintsville      | Kentucky       | 41240      |
| Medical Arts Pharmacy            | 4417 Bee Ridge Road               | Sarasota         | Florida        | 34233      |
| Medical Arts Pharmacy            | 1320 Maricopa Highway             | Ojai             | California     | 93023      |
| Medical Arts Pharmacy            | 2102 Pecos Street                 | San Angelo       | Texas          | 76901      |
| Medical Arts Pharmacy            | 300 South 8th Street              | Murray           | Kentucky       | 42071      |
| Medical Arts Pharmacy Inc        | 650 North Cobb Street             | Milledgeville    | Georgia        | 31061      |
| Medical Associates Pharmacy      | 120 South Story Street            | Boone            | Iowa           | 50036      |
| Medical Center Pharmacy          | 1050 East South Temple            | Salt Lake City   | Utah           | 84102      |
| Medical Center Pharmacy          | 312 Marion Avenue                 | Mc Comb          | Mississippi    | 39648      |
| Medical Center Pharmacy          | 805 LONG DR                       | ROCKINGHAM       | North Carolina | 28379      |
| Medical Center Pharmacy          | 1010 Medical Center Drive         | Powderly         | Kentucky       | 42367      |
| Medical Center Prescription Shop | 710 Medical Center Drive          | Eastman          | Georgia        | 31023      |
| Medical Mall Pharmacy            | 9 Hosptial Drive Suite B3         | Toms River       | New Jersey     | 08755      |
| Medical Park Pharmacy            | 1503 Slate Creek Road             | Grundy           | Virginia       | 24614      |
| Medical Park Pharmacy            | 2406 Bellevue Road                | Dublin           | Georgia        | 31021      |
| Medical Park Pharmacy            | 921 LONG DRIVE                    | ROCKINGHAM       | North Carolina | 28379      |
| Medical Pavilion Pharmacy        | 9460 No Name Uno Suite 100        | Gilroy           | California     | 95020      |
| Medical Pharmacy                 | 1213 Main Street                  | Willimantic      | Connecticut    | 06226      |
| Medical Plaza Pharmacy           | 615 North Third Street, Suite 1   | Longview         | Texas          | 75601      |
| Medical Village Pharmacy         | 517 Lauchwood Road                | Laurinburg       | North Carolina | 28352      |
| Medi Center Pharmacy             | 1262 Boston Road                  | Bronx            | New York       | 10456      |
| Medicine And More                | 100 Fort Jefferson Avenue         | Greenville       | Ohio           | 45331      |
| MEDICINE CABINET PHARMACY        | 230 STATE HIGHWAY 2               | OLIVE HILL       | Kentucky       | 41164      |
| Medicine Center of Canton        | 2526 West Tuscarawas Street       | Canton           | Ohio           | 44708      |
| Medicine Center Pharmacy         | 251 East Street                   | Minerva          | Ohio           | 44657      |
| Medicine Center Pharmacy         | 551 West High Avenue              | New Philadelphia | Ohio           | 44663      |
| Medicine Center Pharmacy         | 700 West Main Street              | Louisville       | Ohio           | 44641      |

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| Medicine Chest Pharmacy             | 814 Montgomery Road                    | Graham         | Texas          | 76450      |
| Medicine Man Athol Pharmacy         | 30585 North Roberts Road               | Athol          | Idaho          | 83801      |
| Medicine Man Bonners Ferry Pharmacy | 6452 Main Street                       | Bonners Ferry  | Idaho          | 83805      |
| Medicine Man Hayden Pharmacy        | 240 West Hayden Avenue                 | Hayden         | Idaho          | 83835      |
| Medicine Man North Pharmacy         | 305 West Kathleen Avenue               | Coeur D' Alene | Idaho          | 83815      |
| Medicine Man Pharmacy               | 748 North Main Street                  | North Bend     | Nebraska       | 68649      |
| MEDICINE MAN PHARMACY               | 526 NORTH LINDEN STREET                | WAHOO          | Nebraska       | 68066      |
| Medicine Man Pharmacy               | 122 WEST 16TH STREET                   | SCHUYLER       | Nebraska       | 68661      |
| Medicine Man Pharmacy               | 15615 Pacific Street Suite 8           | Omaha          | Nebraska       | 68118      |
| Medicine Man Prairie Pharmacy       | 8093 Cornerstone Drive                 | Hayden         | Idaho          | 83835      |
| Medicine Man Rathdrum Pharmacy      | 15837 North Westwood Drive             | Rathdrum       | Idaho          | 83858      |
| Medicine Man Southwest Pharmacy     | 805 East Polston Avenue                | Post Falls     | Idaho          | 83854      |
| Medicine Man West Pharmacy          | 802 East Medical Court                 | Post Falls     | Idaho          | 83854      |
| Medicine Mart of West Columbia      | 1300 Sunset Boulevard                  | West Columbia  | South Carolina | 29169      |
| Medicine Mart Pharmacy              | 1401 Main Street                       | Conway         | South Carolina | 29526      |
| Medicine Maxx                       | 646 South Dillard Street               | Winter Garden  | Florida        | 34787      |
| Medicine Plus                       | 2412 West 16th Street                  | Bedford        | Indiana        | 47421      |
| Medicine Stop                       | 1544 Watson Boulevard                  | Warner Robins  | Georgia        | 31093      |
| Medic Pharmacy                      | 306 North Reynolds Road                | Bryant         | Arkansas       | 72022      |
| Medipharma Pharmacy                 | 197 Sand Island Access Road, Suite 208 | Honolulu       | Hawaii         | 96819-4901 |
| Medipharma Pharmacy                 | 891 Ululani Street Suite 113           | Hilo           | Hawaii         | 96720      |
| Medi Quik Pharmacy                  | 810 West Commercial Street             | Ozark          | Arkansas       | 72949      |
| Medi-Quik Pharmacy                  | 1531 East Main Street                  | Booneville     | Arkansas       | 72927      |
| MediSave Pharmacy                   | 1023A West Dekalb Street               | Camden         | South Carolina | 29020      |
| Medi-Save Pharmacy                  | 800 South Slappey Boulevard            | Albany         | Georgia        | 31701      |
| Medisav Homecare Pharmacy           | 621 East Main Street                   | Charleston     | Arkansas       | 72933      |
| Medisav Pharmacy #2                 | 8820 Rogers Avenue                     | Fort Smith     | Arkansas       | 72903      |
| Medisav Pharmacy #3                 | 1910 S Zero St., Suite A               | Fort Smith     | Arkansas       | 72901      |
| MediThrift Pharmacy                 | 324 West Patton Street                 | Lafayette      | Georgia        | 30728      |
| Medmart Pharmacy                    | 2618-A Memorial Boulevard              | Connellsville  | Pennsylvania   | 15425      |
| MedRelief Pharmacy                  | 2895 State Highway 77 South Suite 3    | Marion         | Arkansas       | 72364      |

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| Medrite Pharmacy                     | 7316 Roosevelt Ave                          | JACKSON HEIGHTS  | New York      | 11372-6336 |
| Med Rx                               | 620 National Rd Suite 400                   | Wheeling         | West Virginia | 26003      |
| Med-Rx Pharmacy and Compounding      | 1031 East Vista Way                         | Vista            | California    | 92084      |
| MEDS                                 | 1104 2ND AVENUE                             | NEW YORK         | New York      | 10022-2007 |
| Medsurg Pharmacy                     | 3037 Marshall Hall Road                     | Bryans Road      | Maryland      | 20616-3240 |
| MedWorks Pharmacy                    | 2123 Intelliplex Drive                      | Shelbyville      | Indiana       | 46176-8538 |
| Medz Direct                          | 1065 Northeast 125th Street Suite 207       | Miami            | Florida       | 33161      |
| Meiji Pharmacy                       | 1630 West Redondo Beach Boulevard, Suite 14 | Gardena          | California    | 90247      |
| Memorial Medical Center Pharmacy     | 9806 Venice Boulevard                       | Culver City      | California    | 90232      |
| Mendocino Coast Pharmacy             | 350 Cypress Street                          | Fort Bragg       | California    | 95437-5408 |
| Mercy Family Pharmacy- Clear Lake    | 1410 6th Avenue South Suite 200             | Clear Lake       | Iowa          | 50428      |
| Mercy Family Pharmacy - Greene       | 104 East Traer Street                       | Greene           | Iowa          | 50636      |
| MercyOne FOREST PARK PHARMACY        | 1010 4th Street Southwest Suite 110         | Mason City       | Iowa          | 50401      |
| MercyOne Northwood Pharmacy          | 98 North 10th Street                        | Northwood        | Iowa          | 50459-1438 |
| MercyOne Regency Pharmacy            | 621 South Illinois Avenue Suite 101         | Mason City       | Iowa          | 50401      |
| MercyOne Sheffield Pharmacy          | 115 Gilman                                  | Sheffield        | Iowa          | 50475      |
| MercyOne Westside Pharmacy           | 910 North Eisenhower Avenue                 | Mason City       | Iowa          | 50401      |
| Meridian Pharmacy                    | 1110 E Pleasant Run Rd STE A                | Desoto           | Texas         | 75115      |
| Merit Pharmacy                       | 2464 North State Road 7                     | Lauderdale Lakes | Florida       | 33313      |
| Meritus Medical Center               | 11116 Medical Campus Rd Ste 2460            | Hagerstown       | Maryland      | 21742-6700 |
| Mesa Pharmacy                        | 25140 East Highway 50                       | Pueblo           | Colorado      | 81006      |
| Mesick Pharmacy                      | 112 Mesick Avenue                           | Mesick           | Michigan      | 49668      |
| Mesilla Valley Pharmacy & Consulting | 4119 White Sage Arc Suite F                 | Las Cruces       | New Mexico    | 88011      |
| Metcalfe Drugs                       | 115 East Stockton Street                    | Edmonton         | Kentucky      | 42129      |
| Mexicare Pharmacy                    | 9670 Magnolia Avenue Suite 107              | Riverside        | California    | 92503-3684 |
| Mexicare Pharmacy                    | 3200 West 26th Street                       | Chicago          | Illinois      | 60623      |
| Meyer Pharmacy                       | 110 10th Street Southwest                   | Waverly          | Iowa          | 50677      |
| Mickey Fine Pharmacy                 | 433 North Roxbury Drive                     | Beverly Hills    | California    | 90210-4280 |

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| Mickey Fine Pharmacy & Snack Shop | 2000 AVENUE OF THE STARS             | LOS ANGELES     | California | 90067-4700 |
| Mid-City Pharmacy                 | 196 East Main Street                 | Canton          | Georgia    | 30114      |
| Middleport Family Health Center   | 81 Rochester Road                    | Middleport      | New York   | 14105      |
| Middletown Family Pharmacy        | 877 Main Street                      | Belford         | New Jersey | 07718-2001 |
| Middletown Pharmacy               | 149 Wickham Avenue                   | Middletown      | New York   | 10940      |
| Middle Village Pharmacy           | 393 Piaget Avenue                    | Clifton         | New Jersey | 07011      |
| Midtown Pharmacy                  | 2660 Buena Vista Road Suite A        | Columbus        | Georgia    | 31906      |
| Midtown Pharmacy                  | 581 Kearny Avenue                    | Kearny          | New Jersey | 07032      |
| Midtown Pharmacy Express          | 500 North Main Street                | Beaver Dam      | Kentucky   | 42320      |
| Mid Valley Pharmacy               | 400 E EXPRESSWAY 83                  | Mercedes        | Texas      | 78570      |
| Mike's Pharmacy                   | 180 South Holmes Avenue              | Idaho Falls     | Idaho      | 83401      |
| Milbridge Pharmacy                | 11 Main Street                       | Milbridge       | Maine      | 04658-0458 |
| Miller's Drug                     | 231 South Main                       | Malvern         | Arkansas   | 72104      |
| Miller Pharmacy                   | 206 North Broadway Street            | Union City      | Michigan   | 49094      |
| Millers Pharmacy                  | 420 South Detroit Street             | Lagrange        | Indiana    | 46761      |
| Millington Pharmacy               | 4729 Main Street                     | Millington      | Michigan   | 48746      |
| Mills Pharmacy & Apothecary       | 1744 West Maple Suite A              | Birmingham      | Michigan   | 48009      |
| Mill Street Pharmacy              | 10639 Alabama Highway 168            | Boaz            | Alabama    | 35957      |
| Ming & H Drugs                    | 1717 MING AVE                        | BAKERSFIELD     | California | 93304-4595 |
| Ming Plaza Pharmacy               | 2726 Ming Avenue Suite A             | Bakersfield     | California | 93304      |
| Minsky Drug Store                 | 405 Lake Street                      | Lake Providence | Louisiana  | 71254      |
| Mission Medical Pharmacy          | 27800 Medical Center Road Suite 99   | Mission Viejo   | California | 92691-6410 |
| Mission Pharmacy                  | 926 South Mission Street             | Mount Pleasant  | Michigan   | 48858      |
| Missoula Pharmacy, Inc.           | 1211 South Reserve Street, Suite 102 | Missoula        | Montana    | 59801      |
| Misty's Pharmacy                  | 149 Northwest Broad Street           | Jesup           | Georgia    | 31545      |
| Mitch's Pharmacy                  | 5 East Coffee Street                 | Hazlehurst      | Georgia    | 31539      |
| Mitchell's Main Street Pharmacy   | 214 EAST MAIN STREET                 | Mountain View   | Arkansas   | 72560      |
| Mitchell's Medi Mart              | 1523 South Main Street               | Hope            | Arkansas   | 71801      |
| Mitchell's Park Street Pharmacy   | 526 Park St. PO Box 569              | Calico Rock     | Arkansas   | 72519      |
| Moffet Drug                       | 102 South State                      | Norton          | Kansas     | 67654      |
| Monahans Pharmacy                 | 801 East 4th Street                  | Monahans        | Texas      | 79756      |
| Monroe Pharmacy                   | 2507 Monroe Street                   | Dearborn        | Michigan   | 48124      |
| Monroe Pharmacy                   | 4122 Monroe Street                   | Toledo          | Ohio       | 43606      |



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| Montclair Pharmacy                | 732 Valley Road                     | Upper Montclair | New Jersey     | 07043      |
| Montebello Professional Pharmacy  | 265 East Beverly Boulevard, Suite B | Montebello      | California     | 90640      |
| Montpelier Pharmacy               | 17128 Mountain Road                 | Montpelier      | Virginia       | 23192      |
| MOONS PHARMACY INC                | 717 2ND ST W                        | TIFTON          | Georgia        | 31794-4201 |
| Moore Family Pharmacy Allegan     | 100 Monroe Street, Suite B          | Allegan         | Michigan       | 49010      |
| Moore Family Pharmacy Hamilton    | 3416 Michigan Route-40              | Hamilton        | Michigan       | 49419      |
| Moore Family Pharmacy South Haven | 08337 M 140 Unit 2                  | South Haven     | Michigan       | 49090      |
| Moore's Pharmacy                  | 200 South Rachal Street             | Sinton          | Texas          | 78387      |
| Moore Than Medicine               | 105 Southwest 2nd Street            | Tulia           | Texas          | 79088      |
| Moose Drug Company                | 8374 West Franklin Street           | Mount Pleasant  | North Carolina | 28124      |
| Moose Pharmacy of Kannapolis      | 1113 North Main Street              | Kannapolis      | North Carolina | 28081      |
| Moose Pharmacy of Locust          | 1750 West Main Street               | Locust          | North Carolina | 28097      |
| Moose Pharmacy of Monroe          | 215 East Jefferson Street           | Monroe          | North Carolina | 28112      |
| Moose Pharmacy of Mt. Holly       | 125 West Central Avenue             | Mount Holly     | North Carolina | 28120      |
| Moose Pharmacy of Salisbury       | 1408 West Innes Street              | Salisbury       | North Carolina | 28144      |
| Moose Professional Pharmacy       | 270 Copperfield Boulevard Suite 101 | Concord         | North Carolina | 28025      |
| Moreland & Devitt Inc             | 124 North Congress Street           | Rushville       | Illinois       | 62681      |
| Moreland & Devitt Pharmacy        | 201 South State Street              | Beardstown      | Illinois       | 62618-1219 |
| Morgans Pharmacy                  | 1806 FOURTH STREET                  | JONESVILLE      | Louisiana      | 71343      |
| Morris Drug Co                    | 646 Main Street North               | Pearson         | Georgia        | 31642      |
| Morrison's Pharmacy               | 6113 Ridge Avenue                   | Philadelphia    | Pennsylvania   | 19128      |
| Morris Plains Pharmacy            | 712 Speedwell Avenue                | Morris Plains   | New Jersey     | 07950-2231 |
| Morristown Pharmacy               | 925 West 4th North Street           | Morristown      | Tennessee      | 37814      |
| Morton Alwan Pharmacy             | 419 Maxine Drive                    | Morton          | Illinois       | 61550      |
| Moultrie Pharmacy                 | 3690 US 1 South                     | St. Augustine   | Florida        | 32086      |
| Moundsville Pharmacy              | 118 North Lafayette Avenue          | Moundsville     | West Virginia  | 26041      |
| Mountain Apothecary               | 834 South Mayo Terrace              | Paintsville     | Kentucky       | 41240      |
| Mountain City Pharmacy            | 1641 South Shady Street             | Mountain City   | Tennessee      | 37683-1641 |
| Mount Vernon Drug Company         | 115 West Spring Street              | Mount Vernon    | Georgia        | 30445      |
| Mowry Medical Pharmacy            | 1999 Mowry Avenue Suite 2A          | Fremont         | California     | 94538      |
| Mowry Plaza Pharmacy              | 668 Mowry Avenue                    | Fremont         | California     | 94536      |

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| Moye's Drug Store                          | 162 East Railroad Street<br>South East  | Pelham          | Georgia                 | 31779      |
| MS Pharmacy                                | 27721 Tomball Parkway<br>Suite 400      | Tomball         | Texas                   | 77375      |
| Mt Carmel Pharmacy                         | 111 Mount Carmel Road                   | Parkton         | Maryland                | 21120      |
| Mt Cristo Pharmacy                         | 1155 Mcnutt Rd Suite 110                | Sunland Park    | New Mexico              | 88063-9175 |
| Mt Pleasant Care Pharmacy                  | 3169 Mount Pleasant<br>Street Northwest | Washington      | District of<br>Columbia | 20010-2798 |
| Munsey Pharmacy                            | 106 Administration Road                 | Oak Ridge       | Tennessee               | 37830      |
| Munson Community<br>Health Center Pharmacy | 550 Munson Avenue Suite<br>G-100        | Traverse City   | Michigan                | 49686      |
| Murrayville Pharmacy                       | 5304 Thompson Bridge<br>Road            | Murrayville     | Georgia                 | 30564      |
| Myers Medical Pharmacy                     | 260 Hospital Drive, Suite<br>111        | Ukiah           | California              | 95482      |
| Nantasket Pharmacy Inc                     | 480 Nantasket Avenue                    | Hull            | Massachusetts           | 02045      |
| Naples Apothecary Inc                      | 129 South Main Street                   | Naples          | New York                | 14512-9574 |
| Naples Pharmacy LLC                        | 49 8th St N<br><br>Suite A              | Naples          | Florida                 | 34102      |
| Nashville Family<br>Pharmacy               | 330 South Main Street                   | Nashville       | Arkansas                | 71852      |
| National Family Pharmacy                   | 1615 Dodson Avenue                      | Fort Smith      | Arkansas                | 72901      |
| Neighborhood Pharmacy                      | 5701 Chestnut Street                    | Philadelphia    | Pennsylvania            | 19139      |
| Neil's Pharmacy                            | 512 West Franklin                       | Shelton         | Washington              | 98584      |
| Nein Pharmacy                              | 1012 Main Street                        | Bridgeport      | Nebraska                | 69336      |
| NEVINS DRUGS                               | 739 Fulton St                           | Brooklyn        | New York                | 11217      |
| New Age Pharmacy                           | 2918 Avenue J                           | Brooklyn        | New York                | 11210      |
| Newark Pharmacy                            | 635 Market Street Unit 1C               | Newark          | New Jersey              | 07105-3618 |
| New Care                                   | 12384 Palmdale Road Suite<br>105        | Victorville     | California              | 92392      |
| New Falls Pharmacy                         | 2235 Veterans Highway                   | Levittown       | Pennsylvania            | 19056-3001 |
| Newhard Pharmacy                           | 1001 Main Street                        | Northampton     | Pennsylvania            | 18067      |
| New Life Pharmacy                          | 22149 S Dixie Highway                   | Miami           | Florida                 | 33170      |
| New Madrid Pharmacy                        | 457 Main Street                         | New Madrid      | Missouri                | 63869      |
| New Martinsville<br>Pharmacy               | 193 N STATE ROUTE 2                     | New Martinville | West Virginia           | 26155      |
| Newport Coast Pharmacy                     | 400 Newport Center Drive                | Newport Beach   | California              | 92660      |
| Newport Lido Pharmacy<br>LTC               | 351 Hospital Road, Suite<br>107         | Newport Beach   | California              | 92663      |
| Newport Pharmacy                           | 165 Erie Street                         | Jersey City     | New Jersey              | 07302      |
| Newton's Pharmacy                          | 715 West Main Street                    | Russellville    | Arkansas                | 72801      |
| New York Ave Pharmacy                      | 3424 Church Avenue                      | Brooklyn        | New York                | 11203      |

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| Next Dose Pharmacy                      | 6802 West Hillsborough Avenue Suite 12 | Tampa           | Florida        | 33634      |
| Nicolet Pharmacy                        | 15481 Commercial Road                  | Lakewood        | Wisconsin      | 54138      |
| Nightingale Drug                        | 1020 12th Avenue South East            | Dyersville      | Iowa           | 52040      |
| Niles Wellcare Pharmacy                 | 70 East Main                           | Niles           | Michigan       | 49120      |
| Nogales Pharmacy                        | 18702 Colima Road Suite 103            | Rowland Heights | California     | 91748      |
| Noor Pharmacy                           | 4092 East 14 Mile Road Suite 200       | Warren          | Michigan       | 48092      |
| Norman's Pharmacy                       | 2105 South Day Street                  | Brenham         | Texas          | 77833-5512 |
| North Chester Pharmacy                  | 1822 North Chester Avenue              | Bakersfield     | California     | 93308      |
| North Columbus Pharmacy                 | 6490 Veterans Parkway Suite B          | Columbus        | Georgia        | 31909      |
| Northern Maine Medical Center Pharmacy  | 104 Main Street                        | Madawaska       | Maine          | 04756      |
| Northern Maine Medical Center Pharmacy  | 194 East Main Street                   | Fort Kent       | Maine          | 04743-1428 |
| Northern Pharmacy and Med Equipment     | 6701 Harford Road                      | Baltimore       | Maryland       | 21234-7707 |
| North Lake Medical Pharmacy #1          | 5136 Hill Road 3                       | Lakeport        | California     | 95453      |
| North Lake Medical Pharmacy #2          | 347 Lakeport Boulevard                 | Lakeport        | California     | 95453      |
| North Main Pharmacy                     | 901 North Main Street                  | Mount Airy      | North Carolina | 27030      |
| North Olmsted Lowcost Pharmacy          | 26901 BROOKPARK ROAD EXT               | NORTH OLMSTED   | Ohio           | 44070-3176 |
| Northport Drug                          | 2522 North Broadway                    | Fargo           | North Dakota   | 58102      |
| North Rialto Drug                       | 531 East Foothill Boulevard            | Rialto          | California     | 92376      |
| North Scott Pharmacy                    | 225 East LeClaire Road                 | Eldridge        | Iowa           | 52748      |
| Northside Drugs                         | 1109 HWY 19 NORTH                      | THOMASTON       | Georgia        | 30286      |
| North Sunflower Medical Center Pharmacy | 860 North Oak Avenue                   | Ruleville       | Mississippi    | 38771      |
| North View Pharmacy                     | 2121 North Robbins Drive               | Layton          | Utah           | 84041      |
| North Village Pharmacy                  | 1493 North Main Street                 | Yanceyville     | North Carolina | 27379      |
| North Warren Pharmacy and Gift          | 155 Route 94                           | Blairstown      | New Jersey     | 07825      |
| Northwood Drug                          | 10 NORTH MAIN STREET                   | NORTHWOOD       | North Dakota   | 58267      |
| Norwood Pharmacy                        | 54 Broadway                            | Norwood         | Massachusetts  | 02062      |
| Noubar's El Adobe Pharmacy              | 2010 Wilshire Boulevard, Suite F-2010  | Los Angeles     | California     | 90057      |
| Noubar's El Adobe Pharmacy Inc          | 5207 Hollywood Boulevard               | Los Angeles     | California     | 90027      |
| Novecks Pharmacy                        | 7823 Bergenline Avenue                 | North Bergen    | New Jersey     | 07047-4996 |
| Nowell Pharmacy, LLC                    | 122 West Adams                         | Lovington       | New Mexico     | 88260      |
| NPS Pharmacy                            | 275 Cumberland Bend                    | Nashville       | Tennessee      | 37228      |

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| NuCare Pharmacy           | 6050 Lake Worth Boulevard           | Lake Worth     | Texas          | 76135      |
| Nucare Pharmacy           | 7960 Verree Road                    | Philadelphia   | Pennsylvania   | 19111      |
| NUEVA FARMACIA SANTA ANA  | CALLE 1 B3 URBANIZACION SANTA ANA   | VEGA ALTA      | Puerto Rico    | 00692      |
| Nuevo Pharmacy            | 75 West Nuevo Road Suite H          | Perris         | California     | 92571      |
| Nunally Drug Store        | 226 Main Street                     | Baxter         | Tennessee      | 38544      |
| Nyes Pharmacy             | 1600 10th Avenue                    | Conway         | South Carolina | 29526      |
| O'Neill Family Pharmacy   | 317 East Douglas Street             | Oneill         | Nebraska       | 68763      |
| Oakdale Pharmacy          | 5400 Balboa Boulevard Suite 100     | Encino         | California     | 91316      |
| Oaks Pharmacy             | 1905 West State Road 434            | Longwood       | Florida        | 32750      |
| Oakwood Apothecary        | 17 N HAMILTON ST                    | SULLIVAN       | Illinois       | 61951      |
| Ocean Breeze Pharmacy     | 1817 Hylan Boulevard                | Staten Island  | New York       | 10305-1918 |
| Ochoa's Pharmacy Central  | 1002 South 10TH Avenue Suite A      | Edinburg       | Texas          | 78539      |
| OCILLA PHARMACY           | 515 North Irwin Avenue              | OCILLA         | Georgia        | 31774-1542 |
| Oconto Falls Pharmacy     | 323 East Highland Drive             | Oconto Falls   | Wisconsin      | 54154      |
| Oconto Pharmacy           | 1008 Main Street                    | Oconto         | Wisconsin      | 54153-0073 |
| OGDEN PHARMACY            | 2040 Ogden Avenue Suite 117         | Aurora         | Illinois       | 60504-7205 |
| Okolona Pharmacy          | 210 W Main St                       | Okolona        | Mississippi    | 38860-1608 |
| Okuley's Pharmacy         | 102 South Main Street               | Continental    | Ohio           | 45831-0388 |
| Oldens Pharmacy           | 101 Pleasant Street                 | South Weymouth | Massachusetts  | 02190      |
| Olde Towne Pharmacy       | 102 West Jackson Boulevard          | Jonesborough   | Tennessee      | 37659      |
| Olde Virginia Pharmacy    | 1592 Fincastle Street TPKE          | Tazewell       | Virginia       | 24651      |
| Old Main Pharmacy         | 407 West 3rd Street                 | Pembroke       | North Carolina | 28372      |
| Olivehurst Drug Store     | 4897 Olivehurst Avenue              | Olivehurst     | California     | 95961      |
| Olssons Pharmacy          | 576 Lafayette Avenue                | Hawthorne      | New Jersey     | 07506-2400 |
| ONEWORLD PHARMACY         | 4920 S 30TH ST STE 105              | OMAHA          | Nebraska       | 68107      |
| Optimum Wellness Center   | 716 Broadway Street                 | Paintsville    | Kentucky       | 41240      |
| Orange Pharmacy           | 130 West Main Street                | Orange         | Virginia       | 22960      |
| Orange Plaza Pharmacy     | 1010 West La Veta Avenue, Suite 130 | Orange         | California     | 92868      |
| Orion Family Pharmacy LLC | 201 11th Avenue                     | Orion          | Illinois       | 61273      |
| Orlando Pharmacy          | 2909 North Orange Avenue Suite 112  | Orlando        | Florida        | 32804      |
| Ortux Pharmacy            | 9134 North West 25th Street         | Doral          | Florida        | 33172      |

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| Owl Drug and The Gift House     | 418 West Cherokee St                    | WAGONER            | Oklahoma      | 74467-5220 |
| Oxnard Drug                     | 105 West 5th Street                     | Oxnard             | California    | 93030      |
| Pacific Pharmacy                | 11525 Brookshire Avenue, Suite 100      | Downey             | California    | 90241      |
| Palace Drug                     | 270 Main Street                         | Mammoth Spring     | Arkansas      | 72554      |
| Palace Drug of Salem, LLC       | 106 West Highway 62                     | Salem              | Arkansas      | 72576      |
| PALACE DRUG - Retail            | 601 Main Street                         | Canon City         | Colorado      | 81212      |
| PALACE DRUG SILVER CLIFF        | 94 MAIN ST                              | SILVER CLIFF       | Colorado      | 81252      |
| Palace Pharmacy                 | 1255 Main St                            | Lander             | Wyoming       | 82520      |
| Palacios Prescription Shoppe    | 321 Main Street                         | Palacios           | Texas         | 77465      |
| Palm Care Pharmacy              | 4651 Babcock Street North East Suite 5A | Palm Bay           | Florida       | 32905      |
| Palmer Pharmacy Plus            | 2731 West Northwest Highway Suite 105   | Dallas             | Texas         | 75220      |
| PALMYRA PHARMACY                | 1 East Broad Street                     | Palmyra            | New Jersey    | 08065-1604 |
| PANAMA PHARMACY                 | 6348 Ashe Rd STE 300-400                | Bakersfield        | California    | 93313-9490 |
| Paoli Pharmacy Inc              | 1564 East Lancaster Avenue              | Paoli              | Pennsylvania  | 19301      |
| Paramount Drug                  | 54 East Scott Street                    | Riverside          | New Jersey    | 08075      |
| Park Avenue Pharmacy Inc        | 220 PARK AVE                            | CHAMBERSBURG       | Pennsylvania  | 17201-1230 |
| Parkdale Pharmacy               | 945 Rosedale Road                       | Valley Stream      | New York      | 11581      |
| PARKER'S CITY PHARMACY          | 1005 East Court Street                  | Seguin             | Texas         | 78155      |
| Parke Vista Pharmacy            | 3838 Sherman Drive Suite 1              | Riverside          | California    | 92503      |
| Parkland Drugs                  | 209 North Dixie Highway                 | Cave City          | Kentucky      | 42127      |
| Park Pharmacy SCS               | 20225 East 9 Mile Road Suite 100        | Saint Clair Shores | Michigan      | 48080-1775 |
| Park Place Pharmacy             | 46 Parkway Lane                         | Petal              | Mississippi   | 39465      |
| Parkside Pharmacy               | 4404 Del Rio Road                       | Sacramento         | California    | 95822      |
| Parkview Medical Plaza Pharmacy | 3975 Jackson Street Suite 109           | Riverside          | California    | 92503      |
| Parkview Pharmacy               | 8274 Kentucky Route 122                 | Minnie             | Kentucky      | 41651      |
| Parkview Pharmacy               | 1430 Queen Anne Road                    | Teaneck            | New Jersey    | 07666      |
| Park View Pharmacy              | 425 West 100 South                      | Layton             | Utah          | 84041      |
| Parkway Pharmacy                | 186 Breanna Blvd, Suite 400             | Salyersville       | Kentucky      | 41465      |
| Parlin Pharmacy                 | 499 Ernston Road                        | Parlin             | New Jersey    | 08859      |
| Parvin's Pharmacy               | 30 North Bryn Mawr Avenue               | Bryn Mawr          | Pennsylvania  | 19010      |
| Pathway Pharmacy                | 202 Southwest 17th Street Suite A       | Ocala              | Florida       | 34471      |
| Patterson's Drug Store          | 134 South Queen Street                  | Martinsburg        | West Virginia | 25401      |

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| Pattie Drugs                          | 868 Michigan Avenue                | Baldwin          | Michigan       | 49304      |
| Paul's Pharmacy                       | 2345 West Franklin Street          | Evansville       | Indiana        | 47712      |
| Paul's Pharmacy East                  | 1150 South Green River Road        | Evansville       | Indiana        | 47715      |
| PAULS PHARMACY                        | 3408 N 1ST AVE                     | EVANSVILLE       | Indiana        | 47710-3302 |
| Pawleys Island Pharmacy of Litchfield | 115 Willbrook Boulevard Unit A     | Pawleys Island   | South Carolina | 29585      |
| Payless Drugs                         | 460 Walker Drive                   | Springville      | Alabama        | 35146-0252 |
| Payless Drugs                         | 585 Morris Majestic Road           | Morris           | Alabama        | 35116      |
| Payless Drugs                         | 2512 31st Avenue North             | Birmingham       | Alabama        | 35207      |
| Payless Drugs                         | 4901 Gary Avenue                   | Fairfield        | Alabama        | 35064-5064 |
| Payne Family Pharmacy                 | 200 South Main Street              | Floydada         | Texas          | 79235      |
| PCF Pharmacy                          | 2615 Strawberry Road               | Pasadena         | Texas          | 77502      |
| PDL Pharmacy                          | 7167 W Flagler Street              | Miami            | Florida        | 33144      |
| Peak Pharmacy                         | 22 River Street                    | Peak             | South Carolina | 29122      |
| Pearman Pharmacy                      | 116 West Court Street              | Paris            | Illinois       | 61944      |
| Pearsons Discount Drug LLC            | 101 East Washington Street         | Houston          | Mississippi    | 38851      |
| Pearsons Medical Group Pharmacy       | 1700 North Waterman Avenue         | San Bernardino   | California     | 92404      |
| Pelzel's Hometown Pharmacy            | 1340 North Highway 377, Suite 100  | Pilot Point      | Texas          | 76258      |
| Pembroke Pharmacy                     | 137 East Bacon Street              | Pembroke         | Georgia        | 31321      |
| Pennington Apothecary                 | 6 North Main Street                | Pennington       | New Jersey     | 08534      |
| Peoples Pharmacy #1                   | 4018 North Lamar Boulevard         | Austin           | Texas          | 78756      |
| Peoples Pharmacy #2                   | 3801 B South Lamar Boulevard       | Austin           | Texas          | 78704      |
| Peoples Pharmacy #3                   | 4201 Westbank Drive                | Austin           | Texas          | 78746      |
| Peoples Pharmacy #4                   | 13860 North Highway 183 Suite C    | Austin           | Texas          | 78750      |
| Pepperell Family Pharmacy             | 74 Main Street                     | Pepperell        | Massachusetts  | 01463      |
| PERFECT CARE PHARMACY                 | 1727 JOHN F KENNEDY BLVD           | Jersey City      | New Jersey     | 07305      |
| Perkins Indian River Pharmacy         | 3721 10th Court                    | Vero Beach       | Florida        | 32960      |
| Perrone Legend Pharmacy               | 3921 Benbrook Highway              | Fort Worth       | Texas          | 76116      |
| Peshtigo Pharmacy                     | 220 French Street                  | Peshtigo         | Wisconsin      | 54157      |
| Peter Pan Pharmacy                    | 2125 Park Avenue                   | South Plainfield | New Jersey     | 07080      |
| Petersburg Rexall Drug                | 215 N Nordic Drive                 | Petersburg       | Alaska         | 99833      |
| Petrossian Pharmacy                   | 2701 West Alameda Avenue Suite 100 | Burbank          | California     | 91505      |

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| PETS AND PEOPLE PHARMACY     | 9215 BROADWAY ST STE 113<br>SUITE 113  | PEARLAND     | Texas          | 77584-8987 |
| Pharmacare No. 4             | 99 128 Aiea Heights Drive<br>Suite 103 | Aiea         | Hawaii         | 96701      |
| Pharmacia Sana               | 102 East Daniieldale Road<br>Suite 100 | Duncanville  | Texas          | 75137      |
| Pharmacy 1 Express           | 730 West 2nd Street                    | Bloomington  | Indiana        | 47403      |
| Pharmacy Arts                | 31 Burnley Road                        | Scottsville  | Kentucky       | 42164      |
| Pharmacy Care                | 4652 North M37 Highway                 | Middleville  | Michigan       | 49333-0159 |
| Pharmacy Express             | 415 South L. Rogers Wells<br>Boulevard | Glasgow      | Kentucky       | 42141      |
| PharmacyGO                   | 20041 South Tamiami Trail<br>Suite 13  | Estero       | Florida        | 33928-2228 |
| Pharmacy of America          | 1500 East Erie Avenue                  | Philadelphia | Pennsylvania   | 19124      |
| Pharmacy of America II       | 5872 Oxford Avenue                     | Philadelphia | Pennsylvania   | 19149      |
| Pharmacy of America III      | 217 West Lehigh Avenue<br>Store #2     | Philadelphia | Pennsylvania   | 19133      |
| Pharmacy of America IV       | 1900 North 9th Street                  | Philadelphia | Pennsylvania   | 19122      |
| Pharmacy of America IX       | 1000 Cottman Avenue                    | Philadelphia | Pennsylvania   | 19111-1420 |
| Pharmacy of America V        | 232 West Girard Avenue                 | Philadelphia | Pennsylvania   | 19123-1538 |
| Pharmacy of America VI       | 919 Levick Street                      | Philadelphia | Pennsylvania   | 19111-5421 |
| Pharmacy of America VII      | 4654 North 5th Street                  | Philadelphia | Pennsylvania   | 19140      |
| Pharmacy of America VIII Inc | 7522 Frankford Ave                     | Philadelphia | Pennsylvania   | 19136-3533 |
| Pharmacy Town                | 1590 State Highway 35                  | Ocean        | New Jersey     | 07712      |
| PharmaRx                     | 11382 Miramar Parkway                  | Miramar      | Florida        | 33025-5805 |
| Pharmax Pharmacy #1117       | 1117 Main Street                       | Imperial     | Missouri       | 63052      |
| Pharmax Pharmacy #1160       | 116 Walnut Street                      | Festus       | Missouri       | 63028      |
| Pharmax Pharmacy #1302       | 610 East High Street                   | Potosi       | Missouri       | 63664      |
| Pharmax Pharmacy #1343       | 113 St. Francois Plaza                 | Leadington   | Missouri       | 63601      |
| Pharmax Pharmacy #1365       | 60 Nesbit Drive Ste A                  | Bonne Terre  | Missouri       | 63628      |
| Pharmcare                    | 1834 Broadway Street<br>Suite 106      | Pearland     | Texas          | 77581      |
| Pharmville Drug              | 3754 South Main Street                 | Farmville    | North Carolina | 27828-8546 |
| Phillips Pharmacy            | 306 West First Street                  | Vidalia      | Georgia        | 30474      |
| Phipps Pharmacy, Huntingdon  | 20190 Main Street, East                | Huntingdon   | Tennessee      | 38344      |
| Phipps Pharmacy #1           | 205 B Hospital Drive                   | Mckenzie     | Tennessee      | 38201      |
| Phipps Pharmacy #4           | 19 Hughes Drive                        | Jackson      | Tennessee      | 38305      |
| Pickwick Pharmacy            | 3219 Augusta Road                      | Greenville   | South Carolina | 29605      |



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| Piedmont Family Pharmacy                     | 600 Anderson Street                      | Piedmont        | South Carolina | 29673-1418 |
| Piggott Pharmacy                             | 648 E Main St                            | Piggott         | Arkansas       | 72454      |
| Pike's Pharmacy Inc                          | 2133 Shamrock Drive                      | Charlotte       | North Carolina | 28205      |
| Pikeville Medical Center Outpatient Pharmacy | 911 Bypass Rd Bldg E, Ste 1              | Pikeville       | Kentucky       | 41501      |
| Pillar Drug Company                          | 1 Hidden Creek Drive                     | Guyton          | Georgia        | 31312      |
| Pill Box Pharmacy                            | 304 East Jackson Street 2D               | Willard         | Missouri       | 65781      |
| Pine Grove Pharmacy                          | 13030 Shortline Hwy                      | Pine Grove      | West Virginia  | 26419      |
| Pine Plains Pharmacy                         | 2965 Church Street                       | Pine Plains     | New York       | 12567-0339 |
| Pine Ridge Pharmacy                          | 634 A Pine Ridge Drive                   | West Columbia   | South Carolina | 29172      |
| Pineville Pharmacy                           | 311 South Polk Street Suite 80           | Pineville       | North Carolina | 28134-8631 |
| Pinon Family Pharmacy                        | 2300 East 30th Street, Suite B-101       | Farmington      | New Mexico     | 87401      |
| Pipeline Pharmacy                            | 328 East Pipeline Road                   | Hurst           | Texas          | 76053-5831 |
| Pittsville Pharmacy                          | 34205 Old Ocean City Road Unit E         | Pittsville      | Maryland       | 21850-2083 |
| PLATTE VALLEY PHARMACY                       | 1610 PRAIRIE CENTER PKWY<br><br>STE 2110 | BRIGHTON        | Colorado       | 80601      |
| Playa Pharmacy                               | 8131 West Manchester Avenue              | Playa Del Rey   | California     | 90293      |
| Plaza Drug of London                         | 731 North Laurel Road                    | London          | Kentucky       | 40741      |
| Plaza Pharmacy                               | 430 East Avenida de los Arboles          | Thousand Oaks   | California     | 91360      |
| Pleasant Grove Pharmacy                      | 3302 Richmond Road                       | Texarkana       | Texas          | 75503-2134 |
| Plumsted Pharmacy                            | 28 Brindletown Road                      | New Egypt       | New Jersey     | 08533      |
| Plum Street Pharmacy                         | 311 Plum Street                          | Carmi           | Illinois       | 62821      |
| Plus Pharmacy                                | 5223 7th Avenue                          | Brooklyn        | New York       | 11220      |
| Plymouth Park Pharmacy Inc                   | 11 12 Saddle River Road                  | Fair Lawn       | New Jersey     | 07410      |
| Pontiac Pharmacy                             | 1925 North Perry Street                  | Pontiac         | Michigan       | 48340-2237 |
| Pooler Pharmacy                              | 1557 POOLER PARKWAY SUITE 400            | POOLER          | Georgia        | 31322      |
| Popular Pharmacy                             | 5326 East US Highway 83 Suite A # 5      | Rio Grande City | Texas          | 78582-9409 |
| Popular Pharmacy 3                           | 2849 East Grant Street                   | Roma            | Texas          | 78584-8914 |
| Port City Pharmacy                           | 6756 Gordon Road Suite130                | Wilmington      | North Carolina | 28411-8440 |
| Porter's Prescription Pharmacy               | 935 Beaver Grade Road                    | Coraopolis      | Pennsylvania   | 15108      |

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| Potter's House Apothecary        | 21585 North 77th Avenue Suite 1500  | Peoria          | Arizona        | 85382      |
| Powdersville Family Pharmacy     | 11061 Anderson Road                 | Piedmont        | South Carolina | 29673-8203 |
| Powell Drug                      | 140 North Bent Street               | Powell          | Wyoming        | 82435      |
| Powells Northside Pharmacy       | 440 Charter Boulevard Suite 1107    | Macon           | Georgia        | 31210      |
| Powells Pharmacy                 | 4839 Bloomfield Road                | Macon           | Georgia        | 31206      |
| Powers Pharmacy No 1 Inc         | 702 West Houston Street             | Linden          | Texas          | 75563      |
| Preferred Pharmacy Sevierville   | 1024 Middle Creek Road Suite 1      | Sevierville     | Tennessee      | 37862      |
| Premier Drugstore                | 8446 Campbellton Street             | Douglasville    | Georgia        | 30134      |
| Prescription Center              | 296 Route 59                        | Tallman         | New York       | 10982      |
| Prescription Center of Ossining  | 162 Croton Avenue                   | Ossining        | New York       | 10562      |
| Prescription Centre & Surgicals  | 35H Middle Country Road             | Coram           | New York       | 11727      |
| Prescriptions Corner Drug        | 320 West Kingshighway               | Paragould       | Arkansas       | 72450      |
| Prescription Shop Inc            | 909 East Holland Avenue             | Alpine          | Texas          | 79830      |
| Prescription Shop of Stuart      | 622 Colorado Avenue                 | Stuart          | Florida        | 34994      |
| Prescriptions Plus               | 1614 West Franklin Boulevard        | Gastonia        | North Carolina | 28052      |
| Prescriptions Plus               | 703-1 East King Street              | Kings Mountain  | North Carolina | 28086      |
| Prescriptions Plus               | 311-C Chesnee Highway               | Gaffney         | South Carolina | 29341      |
| Prescriptions Plus LTD           | 753 True Value Drive                | Lebanon         | Illinois       | 62254      |
| Presque Isle Pharmacy            | 797 Main Street                     | Presque Isle    | Maine          | 04769      |
| Preston Drugs & Surgicals        | 127 Hawkins Place                   | Boonton         | New Jersey     | 07005      |
| Price Pharmacy                   | 110 East Bank Street                | Granite Quarry  | North Carolina | 28072      |
| Price Pharmacy                   | 422 North Highway 29                | China Grove     | North Carolina | 28023      |
| PRIME CARE DRUG & SURGICALS CORP | 2066 FLATBUSH AVE                   | BROOKLYN        | New York       | 11234      |
| Primemed Pharmacy                | 1387 George Dieter Ste A-104        | El Paso         | Texas          | 79936      |
| Prime Plus Pharmacy              | 2955 West 95th Street               | Evergreen Park  | Illinois       | 60805-2409 |
| Primera Care Pharmacy            | 17500 Foothill Boulevard Suite A-7A | Fontana         | California     | 92335-3736 |
| Prime Rx Pharmacy                | 10010 Cross Creek Blvd.             | Tampa           | Florida        | 33647-2595 |
| PRIME RX ROWLAND HEIGHTS         | 18399 COLIMA RD.<br>STE. A          | ROWLAND HEIGHTS | California     | 91748-2797 |
| Prince Pharmacy                  | 211 E Stadium Dr                    | Magnolia        | Arkansas       | 71753      |
| Princeton Pike Rx LLC            | 3100 Princeton Pike Suite 4B        | Lawrenceville   | New Jersey     | 08648-2376 |
| Princeville Pharmacy             | 206 East Main                       | Princeville     | Illinois       | 61559      |

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| Professional Pharmacy                                | 140 Roxboro Road                 | Oxford           | North Carolina | 27565      |
| Professional Pharmacy                                | 419 Town Mountain Road Suite 101 | Pikeville        | Kentucky       | 41501      |
| Professional Pharmacy                                | 9175 Cherry Valley               | Caledonia        | Michigan       | 49316      |
| Professional Pharmacy of Pennsburg/Red Hill          | 931 Main Street                  | Pennsburg        | Pennsylvania   | 18073      |
| Professional Pharmacy of Somerset                    | 342 Bogle Street                 | Somerset         | Kentucky       | 42503      |
| Professional Pharmacy Services and Medical Equipment | 10993 Southwest 186 Street       | Miami            | Florida        | 33157      |
| Professional Plaza Pharmacy Inc                      | 2065 North Robins Drive          | Layton           | Utah           | 84041-1133 |
| Prospect Pharmacy                                    | 171 South Main Street            | Prospect         | Ohio           | 43342      |
| Prosperity Drug Company                              | 101 North Main Street            | Prosperity       | South Carolina | 29127      |
| PSA Clinic Pharmacy                                  | 2294 US Highway 70               | Swannanoa        | North Carolina | 28778      |
| Pucci's Pharmacy                                     | 3257 Folsom Blvd                 | Sacramento       | California     | 95816      |
| PUENTE HILLS PHARMACY                                | 1850 S AZUSA AVE STE 101         | HACIENDA HEIGHTS | California     | 91745-6854 |
| Pulaski Pharmacy                                     | 121 North Saint Augustine Street | Pulaski          | Wisconsin      | 54162      |
| Purcellville Pharmacy                                | 609 East Main Street Suite Q     | Purcellville     | Virginia       | 20132      |
| QUALITY CARE PHARMACY                                | 2300 West FM 544 Suite 130       | Wylie            | Texas          | 75098      |
| Quality Care Pharmacy                                | 1 Sprint Drive                   | Carlisle         | Pennsylvania   | 17015      |
| Quays Drugs  | 2 PUBLIC SQ                      | GALION           | Ohio           | 44833      |
| Queens Drugs & Surgical                              | 146-14 Jamaica Avenue            | Jamaica          | New York       | 11435      |
| Queens Drugs & Surgical                              | 80-04 Baxter Avenue              | Elmhurst         | New York       | 11373      |
| Queens Pharmacy                                      | 12677 Hesperia Road Suite 180    | Victorville      | California     | 92395      |
| QUEENS PHARMACY.                                     | 18522 Highway 18 Suite 103       | Apple Valley     | California     | 92307      |
| Quick Mart Pharmacy                                  | 100 Ryders Lane                  | Milltown         | New Jersey     | 08850      |
| QuickRx@Bartow                                       | 1140 East Van Fleet Drive        | Bartow           | Florida        | 33830-7626 |
| Quik-Stop Pharmacy                                   | 3506 East Lincoln Highway        | Thorndale        | Pennsylvania   | 19372      |
| QwikMed Pharmacy                                     | 204 Westwood Shopping Center     | Fayetteville     | North Carolina | 28314      |
| R & J Drugs  | 4633 Savannah Highway            | North            | South Carolina | 29112      |
| Rainbow Pharmacy                                     | 431 Seventh Street               | Lanai City       | Hawaii         | 96763      |
| Raincross Pharmacy                                   | 4646 Brockton Avenue             | Riverside        | California     | 92506      |
| Ramsay Rexall Drug                                   | 2246 Newport Boulevard           | Costa Mesa       | California     | 92627      |
| Ramsey Drug  | 401 COLLEGE DRIVE SOUTH          | DEVILS LAKE      | North Dakota   | 58301      |
| Rancho Drugs   | 17798 Wika Road                  | Apple Valley     | California     | 92307      |
| Randolph County Drug                                 | 567 Highway 67 South Suite A     | Pocahontas       | Arkansas       | 72455      |

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| Rann Pharmacy                                    | 377 Main Street                   | Harleysville         | Pennsylvania   | 19438-2309 |
| Raritan Valley Pharmacy                          | 1055 Route 202 North              | Branchburg           | New Jersey     | 08876      |
| Reading Ridge Pharmacy                           | 8 Reading Road, Suite 206         | Flemington           | New Jersey     | 08822      |
| Rector Downtown Drug                             | 316 East 9th Street               | Rector               | Arkansas       | 72461      |
| Red's Pharmacy, LLC                              | 3102 Garrett Drive                | Perryton             | Texas          | 79070      |
| Red Cross Pharmacy                               | 525 5th Street Suite A            | Eureka               | California     | 95501-1032 |
| Red Springs Old Main                             | 300 South Main Street             | Red Springs          | North Carolina | 28377-1624 |
| Reed's Pharmacy 5                                | 2830 Northwestern Pike            | Capon Bridge         | West Virginia  | 26711      |
| ReedHutchins Pharmacy                            | 408 West Main Street              | Heber Springs        | Arkansas       | 72543-3017 |
| Reef Family Pharmacy                             | 1037 S Route 9                    | Cape May Court House | New Jersey     | 08210      |
| Reeves Sain Drug Store                           | 1801 Memorial Blvd.               | Murfreesboro         | Tennessee      | 37129      |
| Regenesi Health Care Pharmacy                    | 750 South Church Street           | Spartanburg          | South Carolina | 29306      |
| Regenesi Health Care Pharmacy #3                 | 1663 E MAIN ST                    | Duncan               | South Carolina | 29334      |
| Regenesi Health Care Pharmacy #4                 | 460 Langdon Street                | Spartanburg          | South Carolina | 29302-1614 |
| Regenesi Organization Community Health Center #2 | 1341 North Limestone Street       | Gaffney              | South Carolina | 29340-4733 |
| Regions Mission Viejo Pharmacy                   | 26024 Acero Suite 110             | Mission Viejo        | California     | 92691      |
| Regions Pharmacy                                 | 999 North Tustin Avenue Suite 216 | Santa Ana            | California     | 92705      |
| Reidland Pharmacy                                | 5433 Reidland Road                | Paducah              | Kentucky       | 42003      |
| Reidville Road Pharmacy                          | 2660 Reidville Road Suite 8       | Spartanburg          | South Carolina | 29301-3512 |
| Reliance Pharmacy                                | 11333 N.SEPULVEDA BLVD.STE1200    | Mission Hills        | California     | 91345      |
| Remedy Drug                                      | 8511 West Markham Street          | Little Rock          | Arkansas       | 72205      |
| REMINGTON DRUG CO                                | 207 East Main Street              | Remington            | Virginia       | 22734      |
| Renegade Pharmacy Inc                            | 18 Logan Street                   | Oceana               | West Virginia  | 24870      |
| Rexall Pharmacy                                  | 8483 Holly Road Suite 202         | Grand Blanc          | Michigan       | 48439      |
| Reynolds Drug Store Inc                          | 7 South Morgan Avenue             | Andrews              | South Carolina | 29510      |
| Rhine Drug Company                               | 119 First Street                  | Rhine                | Georgia        | 31077      |
| Riccio Family Pharmacy                           | 2217 Bristol Pike, Suite 2        | Bensalem             | Pennsylvania   | 19020      |
| Richard's Pharmacy                               | 1112 East Griffin Parkway Suite B | Mission              | Texas          | 78572      |
| Richard's Pharmacy                               | 4630 South Closner Boulevard      | Edinburg             | Texas          | 78539      |
| Richard's Pharmacy                               | 605 N Main Street Suite E         | Donna                | Texas          | 78537      |
| Richards Pharmacy                                | 207 Broad Avenue                  | Palisades Park       | New Jersey     | 07650      |

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| Richburg Discount Pharmacy            | 3191 Lancaster Highway Suite H         | Richburg        | South Carolina | 29729      |
| Richmond Hill Pharmacy                | 2409 US Highway 17                     | Richmond Hill   | Georgia        | 31324      |
| Richwood Pharmacy                     | 24 West Ottawa Street                  | Richwood        | Ohio           | 43344      |
| Ricker Pharmacy                       | 1801 Big Horn Avenue                   | Worland         | Wyoming        | 82401      |
| Ridge View Pharmacy                   | 3443 W 5600 South                      | Roy             | Utah           | 84067      |
| Ridgewood Pharmacy                    | 389 Onderdonk Avenue                   | Ridgewood       | New York       | 11385      |
| Ridgmar Pharmacy                      | 2524 Mall Circle                       | Fort Worth      | Texas          | 76116      |
| Rigg FamilyCare Pharmacy              | 37 W MAIN ST                           | ALBION          | Illinois       | 62806-1006 |
| Riggins Pharmacy                      | 12240 Augusta Road                     | Lavonia         | Georgia        | 30553      |
| Riggs Drug                            | 502 West Central Avenue                | La Follette     | Tennessee      | 37766      |
| Riggs Drug Jacksboro                  | 2636 Jacksboro Pike                    | Jackboro        | Tennessee      | 37757      |
| Rileys Drugs Inc                      | 1207 West Main Street                  | Lexington       | South Carolina | 29072      |
| RIOS PHARMACY                         | 35 South Morton Avenue                 | Morton          | Pennsylvania   | 19070      |
| Rison Pharmacy                        | 301 Main Street                        | Rison           | Arkansas       | 71665      |
| RiteChoice Pharmacy at 11th Street    | 850 North 11th Street Floor 1 Room 148 | Philadelphia    | Pennsylvania   | 19123      |
| Rite Value Pharmacy                   | 2673 Highway 644                       | Louisa          | Kentucky       | 41230      |
| Rite-Value Pharmacy                   | 94 Board Walk Suite 2                  | Inez            | Kentucky       | 41224      |
| River City Pharmacy                   | 5564 Little Debbie Parkway Suite 102   | Ooltewah        | Tennessee      | 37363-4356 |
| River Oak Pharmacy                    | 1080 West F Street, Suite D            | Oakdale         | California     | 95361      |
| River Pharmacy                        | 124 Ames Street                        | Elk Rapids      | Michigan       | 49629      |
| Riverside Pharmacy                    | 22 Larry Joe Harless Drive             | Gilbert         | West Virginia  | 25621      |
| Riverside Pharmacy                    | 405 SOUTH 1ST ST                       | GADSDEN         | Alabama        | 35901      |
| Riverside Pharmacy Inc                | 935 Green Street                       | Gainesville     | Georgia        | 30501      |
| Riverview Pharmacy                    | 2405 Hamburg Turnpike Suite C          | Wayne           | New Jersey     | 07470      |
| RMC Pharmacy Brockton                 | 7117 Brockton Avenue                   | Riverside       | California     | 92506-2658 |
| RMC Pharmacy Temescal Valley          | 21634 Retreat Parkway Suite 100        | Temescal Valley | California     | 92883-6100 |
| Roan Mountain Pharmacy                | 8251 Highway 19E                       | Roan Mountain   | Tennessee      | 37687      |
| Roan Mountain Pharmacy of Bakersville | 604 South 226 Highway                  | Bakersville     | North Carolina | 28705-8809 |
| Roark's Pharmacy                      | 19118 Alberta Street                   | Oneida          | Tennessee      | 37841      |
| Robinson Family Pharmacy              | 213 North Pinecrest Drive              | Atlanta         | Texas          | 75551      |
| Robinson Wellness Pharmacy            | 27 East Main Street                    | Mendham         | New Jersey     | 07945      |
| Robins Pharmacy                       | 150 South Houston Lake Road Suite 300  | Warner Robins   | Georgia        | 31088-9056 |
| Rocky Mount Medical Park Pharm        | 901 North Winstead Avenue Suite 100    | Rocky Mount     | North Carolina | 27804-8760 |
| Rocky Point Pavilion Pharmacy         | 7910 US Highway 117 Suite 110          | Rocky Point     | North Carolina | 28457      |

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| Rocky Top Pharmacy        | 702 Grove Street                        | Loudon          | Tennessee      | 37774      |
| Roden-Smith Pharmacy      | 305 E Llano Estacado Boulevard          | Clovis          | New Mexico     | 88101      |
| Rodger's Pharmacy         | 1909 Grand Avenue                       | Liberty         | Texas          | 77575      |
| Rogers Drug Company       | 326 East Cherokee Street                | Wagoner         | Oklahoma       | 74467      |
| Rogers Drug Store         | 402 H Street                            | Modesto         | California     | 95351      |
| Rogers Pharmacy           | 316 West Nepessing Street               | Lapeer          | Michigan       | 48446      |
| Rogersville Pharmacy      | 317 South Main Street                   | Rogersville     | Missouri       | 65742      |
| Rome Community Pharmacy   | 501 East 2nd Avenue                     | Rome            | Georgia        | 30161-3249 |
| Roosevelt Pharmacy        | 1606 East Roosevelt Boulevard Suite 103 | Monroe          | North Carolina | 28112      |
| Rosebank Pharmacy         | 500 Tompkins Avenue                     | Staten Island   | New York       | 10305      |
| Rose City Pharmacy        | 616 South Broad Street                  | Thomasville     | Georgia        | 31792-5551 |
| Rose Drug                 | 211 East Main Street                    | Clarksville     | Arkansas       | 72830      |
| Rose Drug Dover           | 8880 Market Street                      | Dover           | Arkansas       | 72837      |
| Rose Drug of Dardanelle   | 1176 State Highway 22, Suite A          | Dardanelle      | Arkansas       | 72834      |
| Roselawn Pharmacy         | 7601 Reading Road                       | Cincinnati      | Ohio           | 45237      |
| Rose Rock Pharmacy        | 12100 South Yukon Avenue Suite A        | Glenpool        | Oklahoma       | 74033      |
| Ross Drug                 | 127 North Main Street                   | Sylvania        | Georgia        | 30467      |
| Rossi Pharmacy            | 1891 Eastern Parkway                    | Brooklyn        | New York       | 11233      |
| Route 66 Pharmacy         | 117 Camino de Vida, Suite 200           | Santa Rosa      | New Mexico     | 88435      |
| Rowland Old Main Pharmacy | 101 South Bond Street                   | Rowland         | North Carolina | 28383      |
| Royals Pharmacy           | 20727 Wyoming Street                    | Ferndale        | Michigan       | 48220      |
| Royalty Pharmacy          | 1902 Royalty Drive Suite 110            | Pomona          | California     | 91767      |
| RUBIO PHARMACY            | 16550 VENTURA BLD STE 100               | ENCINO          | California     | 91436-2004 |
| Rushville Pharmacy        | 302 North Main Street                   | Rushville       | Indiana        | 46173      |
| Russell Springs Pharmacy  | 92 Joe T. Petty Drive, Suite 100        | Russell Springs | Kentucky       | 42642      |
| Russo's Pharmacy          | 7902 Highway 23                         | Belle Chasse    | Louisiana      | 70037      |
| Rx Box Pharmacy           | 3265 Richmond Avenue                    | Staten Island   | New York       | 10312-2123 |
| Rx Express Pharmacy       | 8986 Ortega Park Drive                  | Navarre         | Florida        | 32566      |
| Rx Pharmacy               | 800 Swift Boulevard Suite 140           | Richland        | Washington     | 99352-3559 |
| RYALS DRUG STORE          | 12 S 2ND AVE                            | MCRAE           | Georgia        | 31055      |
| S.RESES PHARMACY          | 269 West White Horse Pike               | Pomona          | New Jersey     | 08240      |
| S & J Argyle Pharmacy     | 101 Old Town Boulevard Suite 102        | Argyle          | Texas          | 76226      |
| S&J Pharmacy              | 801 West Chapman Drive Suite 100        | Sanger          | Texas          | 76266      |

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| Safesave Pharmacy                         | 737 Colusa Avenue                      | Yuba City     | California     | 95991      |
| Saginaw Valley Pharmacy                   | 5618 State Street                      | Saginaw       | Michigan       | 48603      |
| Saint Johns Plaza Pharmacy                | 1301 20th Street Suite 120             | Santa Monica  | California     | 90404-2094 |
| Saint Paris Pharmacy                      | 122 SOUTH SPRINGFIELD STREET           | SAINT PARIS   | Ohio           | 43072-0563 |
| Saldo Drugs                               | 384 Graham Avenue                      | Brooklyn      | New York       | 11211      |
| Salem Hills Pharmacy                      | 118 North Main Street                  | Salem         | Utah           | 84653      |
| SALEM PHARMACY                            | 3273 SALEM ROAD                        | COVINGTON     | Georgia        | 30016      |
| Saline Pharmacy                           | 75 East Bennett Street                 | Saline        | Michigan       | 48176      |
| Salmon Pharmacy                           | 865 N 980 W                            | Orem          | Utah           | 84057      |
| San Augustine Drug Co.                    | 104 East Columbia                      | San Augustine | Texas          | 75972      |
| Sanborn Pharmacy                          | 323 North Sanborn Road                 | Salinas       | California     | 93905-2247 |
| Sanders Drugs                             | 61 Falls Road                          | Toccoa        | Georgia        | 30577      |
| Sandersville Drug Co.                     | 528 Sparta Road                        | Sandersville  | Georgia        | 31082      |
| Sand Run Pharmacy                         | 40 Sand Run Road                       | Akron         | Ohio           | 44313      |
| S and S Drugs                             | 110 South Mill Street                  | Beloit        | Kansas         | 67420      |
| Santa Monica Medical Plaza Pharmacy       | 1260 15th Street Suite 100             | Santa Monica  | California     | 90404      |
| Santee Drug Center                        | 3931 Byrnes Drive Suite D              | Saint Stephen | South Carolina | 29479      |
| Sarasota Discount Pharmacy                | 110 North Lime Avenue                  | Sarasota      | Florida        | 34237      |
| Saugatuck Drug Store                      | 201 Butler Street                      | Saugatuck     | Michigan       | 49453      |
| Saults Drug Store Inc                     | 505 Court Street                       | Fulton        | Missouri       | 65251      |
| Savco Pharmacy                            | 455 O'Conner Drive, Suite 190          | San Jose      | California     | 95128      |
| Save Discount Drugs                       | 716 Madison Avenue                     | Covington     | Kentucky       | 41011      |
| Save More Drugs                           | 2208 Fort Campbell Boulevard           | Hopkinsville  | Kentucky       | 42240      |
| Save More Pharmacy                        | 349 East Main Street Suite 101         | Alhambra      | California     | 91801-7909 |
| Save Rite Pharmacy                        | 3235 Belmont Street                    | Bellaire      | Ohio           | 43906      |
| Save Rx Pharmacy                          | 231 Del Prado Boulevard South Suite 11 | Cape Coral    | Florida        | 33990-5707 |
| SAVMOR DRUG                               | 139 MAIN AVE W                         | TWIN FALLS    | Idaho          | 83301-6194 |
| Sav- Mor Drugs and Gifts                  | 1967 Commerce Street                   | Grenada       | Mississippi    | 38901      |
| Savon Drugs                               | 123 Leveridge                          | East Bernard  | Texas          | 77435      |
| Sawnee Drug Co                            | 2515 Business Drive                    | Cumming       | Georgia        | 30028      |
| Schmidt & Sons Pharmacy of Blissfield LLC | 616 W. Adrian Street                   | Blissfield    | Michigan       | 49228      |
| Schmidt & Sons Pharmacy of Tecumseh Inc   | 120 East Chicago Boulevard             | Tecumseh      | Michigan       | 49286      |
| Schroeder Drugs #1201                     | 540 East Fifth Street                  | Washington    | Missouri       | 63090-0227 |
| Schultz Pharmacy                          | 150 West Railroad Avenue               | Garnerville   | New York       | 10923      |



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| Schulz and Wroten Pharmacy             | 122 North Washington St                 | Beeville       | Texas          | 78102      |
| Schwieterman Pharmacy                  | 324 North Main Street                   | Minster        | Ohio           | 45865      |
| Schwieterman Pharmacy                  | 2 North Washington Street               | New Bremen     | Ohio           | 45869      |
| Schwieterman Pharmacy                  | 1302 Defiance Street                    | Wapakoneta     | Ohio           | 45895      |
| Schwieterman Pharmacy                  | 404 West North Street                   | Coldwater      | Ohio           | 45828      |
| Scituate Pharmacy                      | 384 Gannett Road                        | Scituate       | Massachusetts  | 02066      |
| Scotland County Pharmacy               | 445 East Grand Avenue                   | Memphis        | Missouri       | 63555      |
| Scotland Drug Company                  | 140 South Main Street                   | Laurinburg     | North Carolina | 28352      |
| Scott's Pharmacy                       | 114 Serio Boulevard                     | Ferriday       | Louisiana      | 71334      |
| Scott Drugs                            | 701 Park Avenue                         | Plainfield     | New Jersey     | 07060      |
| Scott Family Pharmacy                  | 414 West Grand Avenue                   | Campbell       | Missouri       | 63933      |
| Scottie Pharmacy                       | 1951 Second Street                      | Richlands      | Virginia       | 24641      |
| Scotts Family Pharmacy                 | 220 North Sangamon Avenue               | Gibson City    | Illinois       | 60936      |
| Script Choice Pharmacy                 | 9740 North 56th Street                  | Temple Terrace | Florida        | 33617      |
| Scripts Direct Pharmacy                | 8313 West Hillsborough Avenue Suite 260 | Tampa          | Florida        | 33615      |
| Sears Pharmacy                         | 1003 Madison Street                     | Oak Park       | Illinois       | 60302-4499 |
| Seashore Drugs                         | 10227 Beach Drive Southwest             | Calabash       | North Carolina | 28467      |
| Seashore Drugs                         | 1304 Highway 17 North                   | Little River   | South Carolina | 29566      |
| Sea View Pharmacy                      | 665 Camino de Los Mares Suite 101       | San Clemente   | California     | 92673      |
| Seaway Pharmacy                        | 1707 Cherry Street                      | Toledo         | Ohio           | 43608      |
| Sebastopol Family Pharmacy, Inc.       | 652 Petaluma Avenue Suite I1            | Sebastopol     | California     | 95472-4266 |
| Seifert Drug                           | 230 South Main Street                   | Elkhart        | Indiana        | 46516      |
| Seifert Drug #2                        | 100 N Elkhart St                        | Wakarusa       | Indiana        | 46573      |
| Seifert Drug #3                        | 2102 N MAIN ST SUITE A                  | NAPPANEE       | Indiana        | 46550      |
| Selam Pharmacy                         | 2447 Telegraph Ave                      | Oakland        | California     | 94612      |
| Sempert's Drug                         | 735 Spruce Street                       | Myrtle Point   | Oregon         | 97458      |
| Sergeant Bluff Pharmacy                | 105 Gaul Drive Suite A                  | Sergeant Bluff | Iowa           | 51054      |
| Seven Lakes Prescription Shoppe Inc    | 120 Mac Dougall Dr                      | West End       | North Carolina | 27376      |
| Shafer's Pharmacy                      | 408 East Broad Street                   | Tamaqua        | Pennsylvania   | 18252      |
| Shatto's Frontier Drug                 | 1202 East Richards Street               | Douglas        | Wyoming        | 82633      |
| Shavano Oaks Pharmacy                  | 12602 TOEPPERWEIN RD STE 118            | San Antonio    | Texas          | 78233      |
| Shavano Oaks Pharmacy @ Westover Hills | 3903 Wiseman Boulevard Suite 313        | San Antonio    | Texas          | 78251      |
| Sheba Discount Pharmacy                | 10136 Vernor Highway                    | Dearborn       | Michigan       | 48120      |
| Sheehans Pharmacy                      | 79 East Carey Street                    | Plains         | Pennsylvania   | 18705-2007 |

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| Shelby Family Pharmacy          | 48887 Hayes Road                       | Shelby Township       | Michigan      | 48315      |
| Shelbyville Pharmacy            | 182 Frankfort Road                     | Shelbyville           | Kentucky      | 40065      |
| Sheliga Drug                    | 6025 St. Clair Avenue                  | Cleveland             | Ohio          | 44103      |
| Shepherdstown Pharmacy          | 7670 Martinsburg Pike Suite 2          | Shepherdstown         | West Virginia | 25443      |
| Sheridan Family Pharmacy        | 677 Heritage Drive                     | Sheridan              | Arkansas      | 72150      |
| Sherman's Apothecary Pharmacy   | 1212 South Main Street, Suite 101      | Salinas               | California    | 93901      |
| Shop and Carry Pharmacy         | 1301 Lindley Avenue                    | Philadelphia          | Pennsylvania  | 19141-2747 |
| Shores Specialty Pharmacy       | 29306 Harper Avenue                    | Saint Clair Shores    | Michigan      | 48081      |
| Siegel's Pharmacy               | 1201 South Broad Street                | Trenton               | New Jersey    | 08610      |
| Sierra Blanca Pharmacy          | 1206 Mechem Drive                      | Ruidoso               | New Mexico    | 88345      |
| Sierra Pharmacy                 | 210 South Grand Avenue Suite 116       | Glendora              | California    | 91741      |
| Silverado Pharmacy              | 1473 Lincoln Avenue Suite D            | Calistoga             | California    | 94515      |
| Silver Creek Pharmacy & Gifts   | 945 Market Street                      | La Cygne              | Kansas        | 66040      |
| Silver Pharmacy                 | 1890 Silver Cross Boulevard Suite 120  | New Lenox             | Illinois      | 60451-9528 |
| SILVERTON PHARMACY              | 1824 Hooper Avenue                     | Toms River            | New Jersey    | 08753      |
| Sistersville Pharmacy           | 312 Diamond Street                     | Sistersville          | West Virginia | 26175      |
| Sixth Street Drugs              | 1020 Sixth Street                      | Traverse City         | Michigan      | 49684      |
| Skaiff's Corner Pharmacy        | 1112 Saint Georges Avenue              | Rahway                | New Jersey    | 07065      |
| Skinnners Pharmacy              | 905 Deep Valley Drive                  | Rolling Hills Estates | California    | 90274      |
| Skips Budget Drug               | 2015 Library Circle #102               | Grand Forks           | North Dakota  | 58201      |
| Sky View Pharmacy               | 1750 East 3100 North                   | Layton                | Utah          | 84040      |
| Smart Pharmacy #22              | 616 North 8th Street                   | Osage                 | Iowa          | 50461      |
| Smith's Pharmacy                | 133 West Hunting Park Avenue Suite 200 | Philadelphia          | Pennsylvania  | 19140      |
| Smith's Pharmacy                | 111 South Broad Street                 | Kenbridge             | Virginia      | 23944      |
| Smith's Pharmacy                | 141 Eighth St.                         | McRae Helena          | Georgia       | 31037      |
| Smith's Pharmacy                | 841 E Hunting Park Ave                 | Philadelphia          | Pennsylvania  | 19124-4800 |
| SMITH BROTHERS DRUG             | 25 West Main Street                    | Maple Shade           | New Jersey    | 08052      |
| Smith Drug                      | 695 East Third Street                  | Gentry                | Arkansas      | 72734-0629 |
| Smith Drug and Compounding, Inc | 1629 Airport Road Suite D              | Hot Springs           | Arkansas      | 71913      |
| Smith Drug and Compounding Inc  | 1500 Albert Pike Road                  | Hot Springs           | Arkansas      | 71913-4023 |
| Smith Drug And Compounding Inc. | 1 Mercy Lane Street Suite 103          | Hot Springs           | Arkansas      | 71913-6408 |

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| Smithland Drugs                      | 203 East Adair Street               | Smithland      | Kentucky       | 42081      |
| Smith Pharmacy                       | 1800 Freedom Road Unit D            | Little Chute   | Wisconsin      | 54140      |
| Smiths St Helena Pharmacy            | 1390 Railroad Avenue                | Saint Helena   | California     | 94574      |
| Sniteman Pharmacy                    | N3708 River Ave STE A               | Neillsville    | Wisconsin      | 54456-7218 |
| Soledad Pharmacy and Wellness Center | 537 Front Street                    | Soledad        | California     | 93960      |
| Somerset Park Pharmacy               | 900 Easton Avenue Suite 26          | Somerset       | New Jersey     | 08873      |
| Sooner Pharmacy of Oklahoma LLC      | 815 West Broadway Street            | Sulphur        | Oklahoma       | 73086      |
| SORTPAK PHARMACY                     | 655 North Central Avenue 22nd Floor | Glendale       | California     | 91203      |
| Southeast Pharmacy                   | 400 PARKER AVE N STE 500A           | BROOKLET       | Georgia        | 30415-9506 |
| South End Pharmacy                   | 1401 Albright Road                  | Rock Hill      | South Carolina | 29730      |
| Southern Chester County Pharmacy     | 1011 West Baltimore Pike Suite 109  | West Grove     | Pennsylvania   | 19390      |
| SOUTHERN DRUG CO-DARIEN              | 1001 North Way                      | Darien         | Georgia        | 31305      |
| Southern Drug Co - Jesup             | 918 S 1st St.                       | Jesup          | Georgia        | 31545      |
| Southern Drug Company                | 4075 East First Street              | Blue Ridge     | Georgia        | 30513      |
| Southern Star Pharmacy               | 6101 WINDHAVEN PARKWAY STE 125      | PLANO          | Texas          | 75093      |
| South Fork Pharmacy                  | 732 North Main St                   | Moorefield     | West Virginia  | 26836      |
| South Fulton Pharmacy Inc.           | 301 South Fulton Avenue             | Mount Vernon   | New York       | 10553      |
| SOUTH KITSAP PHARMACY                | 1397 OLNEY AVE SE STE 109           | PORT ORCHARD   | Washington     | 98366      |
| Southland Pharmacy                   | 482 Interstate Drive Suite K        | Manchester     | Tennessee      | 37355-3486 |
| South Side Drug                      | 337 Church Street                   | Ottumwa        | Iowa           | 52501      |
| Southside Pharmacy                   | 11964 Escue Drive Suite A           | Tanner         | Alabama        | 35671      |
| South Street Pharmacy                | 1456 South Street                   | Wheatland      | Wyoming        | 82201      |
| Southwood Pharmacy                   | 22220 Palos Verdes Boulevard        | Torrance       | California     | 90505-2017 |
| Spears Pharmacy                      | 405 Becker Drive                    | Roanoke Rapids | North Carolina | 27870      |
| Spectrum Pharmacy                    | 18 Endeavor Suite 100               | Irvine         | California     | 92618      |
| Spencers Drug Store Inc              | 100 North Main Street               | Blackstone     | Virginia       | 23824-1424 |
| Spindale Drug                        | 109 W Main Street                   | Spindale       | North Carolina | 28160      |
| Spring City Pharmacy LLC             | 101 N WALNUT ST                     | COLFAX         | Iowa           | 50054      |
| Springfield Pharmacy                 | 1154 Baltimore Pike                 | Springfield    | Pennsylvania   | 19064      |
| Spring Green Pharmacy                | 1443 FM 1463 Road Suite 650         | Katy           | Texas          | 77494-5479 |

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| Spring Mills Pharmacy           | 5759 Williamsport Pike Suite 105 | Matinsburg    | West Virginia  | 25404      |
| Springview Pharmacy             | 4 Elmwood Avenue                 | Irvington     | New Jersey     | 07111      |
| Spruce Mountain Pharmacy Inc.   | 148 Main Street                  | Jay           | Maine          | 04239      |
| SRX Specialty Care Pharmacy     | 3412 West 13 Mile Road           | Royal Oak     | Michigan       | 48073-6708 |
| ST.CHARLES PHARMACY             | 1008 North Saginaw Street        | St Charles    | Michigan       | 48655      |
| St. Clare Pharmacy              | 1203 Langhorne Newtown Road      | Langhorne     | Pennsylvania   | 19047      |
| St. Elizabeth's Pharmacy        | 1 Elizabeth Place Suite 1015     | Dayton        | Ohio           | 45417      |
| St. George Pharmacy             | 99 Stuyvesant Place              | Staten Island | New York       | 10301      |
| St. Georges Family Pharmacy     | 332 W. St Georges Avenue         | Linden        | New Jersey     | 07036      |
| St. John Valley Pharmacy        | 182 Market Street Suite 2        | Fort Kent     | Maine          | 04743      |
| St. Jude Pharmacy               | 301 Madison Street Suite 114     | Joliet        | Illinois       | 60435      |
| St. Luke's Lowcost Pharmacy     | 11201 Shaker Boulevard Suite 126 | Cleveland     | Ohio           | 44104-3833 |
| ST. MARY'S PHARMACY             | 350 BOULEVARD                    | PASSAIC       | New Jersey     | 7055       |
| St. Mary Pharmacy               | 1290 West Bay Drive              | Largo         | Florida        | 33770      |
| Stan's Drug                     | 3001 South Saviers Road          | Oxnard        | California     | 93033      |
| Standard Drug Store             | 322 South Hancock Street         | McAdoo        | Pennsylvania   | 18237      |
| Standard Pharmacy @ Healthfirst | 387 Quarry Street                | Fall River    | Massachusetts  | 02723      |
| Starcare Pharmacy               | 7200 RIDGE RD STE 106            | Port Richey   | Florida        | 34668      |
| Stayton Pharmacy                | 102 Martin Drive, Suite A        | Stayton       | Oregon         | 97383      |
| STAYWELL PHARMACY               | 912 E NORTHWEST HWY              | PALATINE      | Illinois       | 60074-6506 |
| Stedman Drug Center             | 7445 Clinton Road                | Stedman       | North Carolina | 28391-8901 |
| Steffen Drug                    | 214 North Broadway               | Hartington    | Nebraska       | 68739-0248 |
| Stephens Pharmacy               | 1101 Main Street                 | Honesdale     | Pennsylvania   | 18431      |
| Stepp-Saver Pharmacy            | 203 North Newberger Avenue       | Bruce         | Mississippi    | 38915-0656 |
| Sterling                        | 700 Division Street South        | Northfield    | Minnesota      | 55057      |
| Sterling Drug                   | 1305 1st Avenue South West       | Austin        | Minnesota      | 55912      |
| Sterling Drug                   | 410 Hoffman Drive                | Owatonna      | Minnesota      | 55060      |
| Sterling Drug #04               | 400 South State Street 50        | Fairmont      | Minnesota      | 56031      |
| Sterling Drug #08               | 511 10th Street                  | Worthington   | Minnesota      | 56187      |
| Sterling Drug #19               | 430 2nd Avenue NW                | Faribault     | Minnesota      | 55021      |
| Sterling Drug #20               | 209 Maine Avenue, Suite 105      | Adrian        | Minnesota      | 56110      |
| Sterling Drug #24               | 115 West Jessie Street           | Rushford      | Minnesota      | 55971      |

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| Sterling Drug #26                | 615 West Esch Drive                             | Caledonia        | Minnesota      | 55921          |
| Sterling Drug #29                | 306 Main Street<br>Suite 103                    | La Crescent      | Minnesota      | 55947          |
| Sterling Heights Pharmacy        | 38924 Dequindre Road                            | Sterling Heights | Michigan       | 48310          |
| Sterling Pharmacy                | 808 Hunter Avenue Suite<br>1A                   | Sikeston         | Missouri       | 63801          |
| Sterling Retail KC               | 3338 Northeast Ralph<br>Powell Road, Suite E    | Lees Summit      | Missouri       | 64064          |
| Steves Pharmacy                  | 16117 McMullen Highway<br>Southwest             | Cumberland       | Maryland       | 21502          |
| Stewart's Pharmacy               | 1013 Jefferson Street                           | Greenfield       | Ohio           | 45123          |
| St Mary Pharmacy II              | 30606 US Highway 19<br>North                    | Palm Harbor      | Florida        | 34684          |
| St Marys Pharmacy                | 520 West Bertrand Avenue                        | Saint Marys      | Kansas         | 66536          |
| Stockton Pharmacy                | 616 W Dickinson Boulevard                       | Fort Stockton    | Texas          | 79735-<br>2531 |
| Stockton Pharmacy                | 402 Main Street                                 | Stockton         | Kansas         | 67669          |
| Stone Ridge Pharmacy             | 24560 Southpoint Drive<br>Unit 190              | Aldie            | Virginia       | 20105          |
| Stony Point Pharmacy             | 69 South Liberty Drive                          | Stony Point      | New York       | 10980          |
| Stop-N-Go Discount<br>Pharmacy   | 3984 Ringgold Road                              | East Ridge       | Tennessee      | 37412          |
| Stovalls Prescription Shop       | 202 South Court Street                          | Scottsville      | Kentucky       | 42164          |
| Strasburg Pharmacy               | 33820 Old Valley Pike Suite<br>7                | Strasburg        | Virginia       | 22657-<br>3793 |
| Strawberry Hills Pharmacy        | 2670 New Holt Road Suite<br>D                   | Paducah          | Kentucky       | 42001          |
| Stroud Drug                      | 406 West Main                                   | Stroud           | Oklahoma       | 74079          |
| St Simons Drug Company           | 209 Longview Plaza                              | St Simons Is     | Georgia        | 31522          |
| Stuarts Draft Family<br>Pharmacy | 2929 Stuarts Draft Highway<br>Suite 101         | Stuarts Draft    | Virginia       | 24477          |
| Stuckey Pharmacy                 | 207 South Main Street                           | Hemingway        | South Carolina | 29554          |
| Stucki Family Pharmacy           | 568 West Telegraph Street<br>#3                 | Washington       | Utah           | 84780-<br>1596 |
| Stultz Pharmacy                  | 1615 Ashland Road                               | Greenup          | Kentucky       | 41144          |
| Su Farmacia Amiga                | Avenida Las Americas BU-1<br>Residencial Bairoa | Caguas           | Puerto Rico    | 00725          |
| Sullivan Pharmacy                | 1140 Grand Avenue                               | Bacliff          | Texas          | 77518          |
| SULLIVAN<br>PHARMACY_New         | 731 N MAIN ST STE B                             | HARRISON         | Arkansas       | 72601          |
| Sumas Drug                       | 1143 Cherry Street                              | Sumas            | Washington     | 98295          |
| Summit Health Pharmacy<br>LLC    | 3400 Edgmont Avenue                             | Brookhaven       | Pennsylvania   | 19015-<br>2804 |
| Summit Pharmacy                  | 140 Northstar Drive                             | Holts Summit     | Missouri       | 65043-<br>1123 |
| Summit Pharmacy                  | 300 West Burlington<br>Avenue                   | Fairfield        | Iowa           | 52556-<br>3241 |
| Sun Discount Pharmacy            | 3600 S Tuttle AVE                               | Sarasota         | Florida        | 34239          |

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| Sunflower Greenwood Pharmacy        | 201 West Park Avenue            | Greenwood           | Mississippi    | 38930-3008 |
| Sun Pharmacy                        | 2559 South King Road            | San Jose            | California     | 95122      |
| Sun Pharmacy of Venice              | 1214 East Venice Avenue Suite C | Venice              | Florida        | 34285      |
| SunScript Pharmacy                  | 7869 Pines Boulevard            | Pembroke Pines      | Florida        | 33024      |
| Sunshine Center Pharmacy            | 1166 Old Mission Road           | South San Francisco | California     | 94080-1303 |
| Sunshine Family Pharmacy            | 1187 Duck Road                  | Duck                | North Carolina | 27949      |
| Sunshine Pharmacy                   | 43009 Hayes Road                | Sterling Heights    | Michigan       | 48313      |
| Sunshine Pharmacy                   | 5040 West SR 46 Suite 1126      | Sanford             | Florida        | 32771      |
| Super Care Pharmacy                 | 24825 Alessandro Blvd Suite 2   | Moreno Valley       | California     | 92553      |
| Super Discount Pharmacy             | 1423 South Collins Street       | Plant City          | Florida        | 33563      |
| Super Farmacia Lizette              | Calle Guillermo Esteves #103    | Jayuya              | Puerto Rico    | 00664      |
| Super Health Pharmacy               | 6390 Amboy Road                 | Staten Island       | New York       | 10309      |
| Super Value Pharmacy                | 720 North Industrial Boulevard  | Euless              | Texas          | 76039      |
| Sutter Pharmacy                     | 470 PLUMAS BLVD STE 103         | Yuba City           | California     | 95991      |
| SUTTON PHARMACY                     | 210 North Saunders Avenue       | Sutton              | Nebraska       | 68979      |
| Sutton Pharmacy                     | 330 West Maple Street           | Lancaster           | Kentucky       | 40444      |
| SWAN PHARMACY INC                   | 48 North Main Street            | Wadley              | Georgia        | 30477      |
| Swartz Creek Pharmacy               | 8021 Miller Road                | Swartz Creek        | Michigan       | 48473-1342 |
| Sweetgrass Pharmacy and Compounding | 1477 Long Grove Dr. Suite 101   | Mt Pleasant         | South Carolina | 29464      |
| Sweetgrass Pharmacy Carolina Park   | 3485 Park Avenue Boulevard      | Mt Pleasant         | South Carolina | 29466-7242 |
| Swisher & Lohse Pharmacy            | 636 East Main Street            | Pomeroy             | Ohio           | 45769      |
| Sykes Pharmacy                      | 202 2nd Street Avenue West      | Kalispell           | Montana        | 59901      |
| Sykes Pharmacy Columbia Falls       | 500 12TH AVE W STE 1A           | Columbia Falls      | Montana        | 59912      |
| Tablets Pharmacy Inc                | 9603 S Pulaski Rd               | Evergreen Park      | Illinois       | 60805      |
| Tallapoosa Drug                     | 2066 US HIGHWAY 78              | Tallapoosa          | Georgia        | 30176-1464 |
| Tallmans Pharmacy                   | 4 West Main Street              | Walla Walla         | Washington     | 99362      |
| Tanglewood Drug Store               | 6815 Cantrell Road              | Little Rock         | Arkansas       | 72207      |
| TAR HEEL DRUG                       | 316 South Main Street           | Graham              | North Carolina | 27253      |
| Taylor Discount Drugs               | 9320 Telegraph Road             | Taylor              | Michigan       | 48180      |
| Taylor Drug                         | 201 South Summit Street         | Arkansas City       | Kansas         | 67005-2895 |
| Taylor Pharmacy                     | 109 Fairgrounds Road            | Hardinsburg         | Kentucky       | 40143      |

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| Tega Cay Pharmacy                                | 1741 Gold Hill Road Suite 106 | Fort Mill        | South Carolina | 29708      |
| Tekoa Pharmacy                                   | 124 North Crosby Street       | Tekoa            | Washington     | 99033      |
| Temple Avenue Pharmacy                           | 2000 Snead Avenue             | Colonial Heights | Virginia       | 23834-2428 |
| Temple Pharmacy                                  | 285 Sage Street               | Temple           | Georgia        | 30179      |
| Teplow Drugs                                     | 404 E MAIN ST                 | BARSTOW          | California     | 92311-2326 |
| Terry's Pharmacy Inc                             | 310 East Central Avenue       | La Follette      | Tennessee      | 37766      |
| Terry's Pharmacy Jacksboro                       | 2715 Jacksboro Pike           | Jacksboro        | Tennessee      | 37757      |
| Texas Professional Pharmacy-Magnolia             | 18602 FM 1488 STE 700         | Magnolia         | Texas          | 77355      |
| The Apothecary                                   | 1470 Webb Street              | Cumberland       | Wisconsin      | 54829      |
| The Apothecary at St James                       | 2571 ST JAMES DR UNIT 102-C   | SOUTHPORT        | North Carolina | 28461-8201 |
| The Brown Drug Company                           | 1121 Maine Street             | Quincy           | Illinois       | 62301      |
| The Downtown Drug Store                          | 516 East 4th Street           | Tonganoxie       | Kansas         | 66086      |
| The Drug Store                                   | 104 North Henry Street        | Stoneville       | North Carolina | 27408-0258 |
| The Drug Store                                   | 19 County Road 4114 Suite 1   | Pittsburg        | Texas          | 75686      |
| The Drug Store                                   | 464 N DEAN RD                 | AUBURN           | Alabama        | 36830      |
| The Drug Store at South Pittsburg                | 335 South Cedar Avenue        | South Pittsburg  | Tennessee      | 37380      |
| The Drug Store At Stevenson                      | 205 Kentucky Avenue           | Stevenson        | Alabama        | 35772      |
| The Drug Store of Perrysburg                     | 580 Craig Drive Unit 12       | Perrysburg       | Ohio           | 43551      |
| The DrugStore on East State                      | 934 E State St                | Athens           | Ohio           | 45701      |
| THE MEDICINE CABINET                             | 102 S PIERCE ST               | ALMA             | Georgia        | 31510      |
| The Medicine Cabinet                             | 300 MOOTY BRIDGE RD STE 112   | LAGRANGE         | Georgia        | 30240-1881 |
| The Medicine Cabinet                             | 1704 ROANOKE RD               | LAGRANGE         | Georgia        | 30240-3803 |
| THE MEDICINE CABINET                             | 2607 PLANT AVENUE             | WAYCROSS         | Georgia        | 31501      |
| The Medicine Cabinet                             | 205 VERNON STREET             | LAGRANGE         | Georgia        | 30240      |
| The Medicine Cabinet                             | 1194 WARM SPRINGS HWY         | MANCHESTER       | Georgia        | 31816      |
| The Medicine Cabinet of Brunswick LLC            | 2500 STARLING ST STE 102      | BRUNSWICK        | Georgia        | 31520      |
| The Medicine Cabinet of Douglas                  | 722 Shirley Avenue            | Douglas          | Georgia        | 31533      |
| THE MEDICINE CABINET OF DUBLIN LLC               | 1819 RICE AVE                 | DUBLIN           | Georgia        | 31021-0537 |
| The Medicine Cabinet of Waycross - Downtown, LLC | 620 TEBEAU ST                 | WAYCROSS         | Georgia        | 31501      |



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| The Medicine Cabinet Pharmacy            | 273 New Main Street                       | Yonkers        | New York       | 10701-1318 |
| THE MEDICINE CABINET - WARD STREET, LLC  | 223 W ASHLEY ST                           | DOUGLAS        | Georgia        | 31533-3124 |
| The Medicine Store                       | 15415 Pinehurst Drive                     | Basehor        | Kansas         | 66007      |
| The Medicine Store                       | 760 Northstar Court                       | Tonganoxie     | Kansas         | 66086-0580 |
| The Med-Shop Pharmacy                    | 111 East 2nd Street                       | Hughes Springs | Texas          | 75656      |
| THE PHARMACY AT FLIPPIN STATION          | 109 N 1ST ST                              | FLIPPIN        | Arkansas       | 72634      |
| The Pharmacy at St Michaels              | 2914 67th Avenue Suite 101                | Greeley        | Colorado       | 80634      |
| The Pharmacy of Quitman                  | 125 Main Street                           | Quitman        | Mississippi    | 39355      |
| The Pharmacy Place                       | 2005 Commerce Drive North                 | Peachtree City | Georgia        | 30269      |
| The Pill Box Pharmacy                    | 474 Highway 67 South                      | Decatur        | Alabama        | 35603      |
| The Pill Box Pharmacy                    | 2422 Danville Road South West Suite J     | Decatur        | Alabama        | 35603      |
| The Prescription Center                  | 9730 Wilshire Boulevard Suite 103 and 114 | Beverly Hills  | California     | 90212      |
| The Prescription Pad                     | 1620 N Whitley Dr                         | Fruitland      | Idaho          | 83619      |
| The Prescription Pad                     | 465 Keene Centre Drive                    | Nicholasville  | Kentucky       | 40356      |
| The Prescription Pad Pharmacy            | 539 Highway 425 South                     | Monticello     | Arkansas       | 71655      |
| The Prescription Shop                    | 1215 West Whittier Boulevard              | Montebello     | California     | 90640      |
| Thomas Drugs                             | 7917 Oak Island Drive                     | Oak Island     | North Carolina | 28465      |
| Thomas Drugs                             | 4750 Main Street                          | Shallotte      | North Carolina | 28470      |
| Thomas Drug Store                        | 609 East Cumberland Street                | Dunn           | North Carolina | 28334      |
| Thompson's Pharmacy                      | 1064 North College Street                 | Harrodsburg    | Kentucky       | 40330      |
| Thomson Drug Company                     | 501 Mount Pleasant Road                   | Thomson        | Georgia        | 30824      |
| Thorne Discount Drug                     | 2900 North Main Street                    | Tarboro        | North Carolina | 27886-1921 |
| Thornhill's Pharmacy                     | 600 8th Street                            | Shallowater    | Texas          | 79363      |
| Thornhill's Pharmacy                     | 6823 82nd Street Suite 600                | Lubbock        | Texas          | 79424      |
| Thrifty Mac Discount Drug Inc            | 218 South Main Street                     | Madison        | Georgia        | 30650      |
| Thrifty Pharmacy                         | 127 East Main Street                      | Providence     | Kentucky       | 42450      |
| Thrifty Pharmacy                         | 10904 - L.N. May Avenue                   | Oklahoma City  | Oklahoma       | 73120      |
| Thurman's Pro-Med Pharmacy               | 402 North Madison Avenue                  | Mount Pleasant | Texas          | 75455      |
| Thurman's Pro-Med Pharmacy Morris County | 201 Main Street                           | Naples         | Texas          | 75568-9765 |
| Thu Van Pharmacy                         | 10362 Bolsa Avenue, Suite 108             | Westminster    | California     | 92683      |
| Tibbitts Family Pharmacy                 | 2940 North Church Street, Suite 201       | Layton         | Utah           | 84040      |

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| Tidewater Drug and Health Care | 30170 Three Notch Road Unit B   | Charlotte Hall  | Maryland   | 20622-4119 |
| Tieton Village Drug            | 3708 Tieton Drive               | Yakima          | Washington | 98902      |
| Tiffany Natural Pharmacy       | 1115 South Avenue West          | Westfield       | New Jersey | 07090      |
| Times Pharmacy #1              | 1772 South King Street          | Honolulu        | Hawaii     | 96826      |
| Times Pharmacy #10             | 47 388 Hui Iwa Street           | Kaneohe         | Hawaii     | 96744      |
| Times Pharmacy #11             | 1425 Liliha Street              | Honolulu        | Hawaii     | 96817      |
| Times Pharmacy #12             | 98 1264 Kaahumanu Street        | Pearl City      | Hawaii     | 96782      |
| Times Pharmacy #18             | 94 615 Kupuohi Street           | Waipahu         | Hawaii     | 96797      |
| Times Pharmacy #2              | 1173 21st Avenue                | Honolulu        | Hawaii     | 96816      |
| Times Pharmacy #24             | 3350 Lower Honoapilani Road     | Lahaina         | Hawaii     | 96761-8402 |
| Times Pharmacy #25             | 1620 North School Street        | Honolulu        | Hawaii     | 96817      |
| Times Pharmacy #4              | 45 934 Kamehameha Highway       | Kaneohe         | Hawaii     | 96744      |
| Times Pharmacy #6              | 94 766 Farrington Highway       | Waipahu         | Hawaii     | 96797      |
| Times Pharmacy #8              | 1290 South Beretania Street     | Honolulu        | Hawaii     | 96814      |
| Times Pharmacy #9              | 99 115 Aiea Heights Drive       | Aiea            | Hawaii     | 96701      |
| Tinsley Bible Drug Co Inc      | 1224 Gay Street                 | Dandridge       | Tennessee  | 37725      |
| TLC Pharmacy                   | 2959 South Telegraph Road       | Dearborn        | Michigan   | 48124      |
| Tomlinson Pharmacy             | 108 Rowe Street                 | Dublin          | Georgia    | 31021      |
| Tompkinsville Drug Company     | 1513 Edmonton RD                | Tompkinsville   | Kentucky   | 42167      |
| Topeka Pharmacy                | 101 North Main Street           | Topeka          | Indiana    | 46571      |
| Top Notch Family Pharmacy      | 943 Preston Avenue              | Charlottesville | Virginia   | 22903      |
| Tormed Pharmacy                | 3440 Lomita Boulevard Suite 149 | Torrance        | California | 90505      |
| Total Care Pharmacy #1         | 209 South Main Cross Street     | Flemingsburg    | Kentucky   | 41041      |
| Total Care Pharmacy #2         | 118 Clark Street                | Flemingsburg    | Kentucky   | 41041      |
| Total Care Pharmacy #4         | 700 Violet Road                 | Crittenden      | Kentucky   | 41030      |
| Total Care Pharmacy #5         | 1100 West Shelby Street         | Falmouth        | Kentucky   | 41040      |
| Total Care Pharmacy #7         | 206 West Main Street            | Morehead        | Kentucky   | 40351      |
| Total Pharmacy Care            | 533 Hambley Boulevard           | Pikeville       | Kentucky   | 41501      |
| Total Pharmacy Care #3         | 420 NORTH LAKE DRIVE            | PRESTONSBURG    | Kentucky   | 41653      |
| Total Pharmacy Care #4         | 263 KY ROUTE 122                | Martin          | Kentucky   | 41649      |
| Total Pharmacy Care #5         | 13380 Phelps 632 Road           | Phelps          | Kentucky   | 41553      |
| Total Pharmacy Care #6         | 6162 Zebulon Highway            | Pikeville       | Kentucky   | 41501      |
| Total Pharmacy Care of Belfry  | 20 State Highway 319            | Belfry          | Kentucky   | 41514      |
| Total Pharmacy Ennis           | 329 N SHILOH RD                 | Garland         | Texas      | 75042      |
| Tower Drugs                    | 272-68 Grand Central Parkway    | Floral Park     | New York   | 11005      |
| Town and Country Drug          | 2745 North Grandview            | Odessa          | Texas      | 79762      |

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| Town and Country Pharmacy    | 736 East Main Street                            | Glasgow          | Kentucky       | 42141      |
| Town and Country Pharmacy    | 651 BROWN ST                                    | CELINA           | Tennessee      | 38551-4019 |
| Towne Pharmacy               | 849 Smith Road                                  | Ashland          | Ohio           | 44805      |
| Towne Pharmacy               | 6014 Highway 21 South Suite P                   | Rincon           | Georgia        | 31326      |
| TOWNE PHARMACY               | 283 Cline Ave                                   | Mansfield        | Ohio           | 44907      |
| Town Square Pharmacy, Inc    | 81 709 Doctor Carreon Boulevard<br><br>Suite E3 | Indio            | California     | 92201-5526 |
| TRENTON AVENUE PHARMACY      | 3803 Ventnor Avenue                             | Atlantic City    | New Jersey     | 08401      |
| Trenton Pharmacy             | 11969 S MAIN ST                                 | TRENTON          | Georgia        | 30752-2855 |
| Triangle Pharmacy            | 119-01 Jamaica Avenue                           | Richmond Hill    | New York       | 11418      |
| Triangle Pharmacy            | 1239 D Avenue                                   | West Columbia    | South Carolina | 29169      |
| Tri-Area Pharmacy            | 93 Oak Bay Road                                 | Port Hadlock     | Washington     | 98339      |
| Tri City RX Pharmacy Inc     | 15940 QUANTICO RD SUITE 100                     | APPLE VALLEY     | California     | 92307      |
| TruCare Pharmacy             | 358 Route 202 North                             | Pomona           | New York       | 10970      |
| True Blue Pharmacy Inc       | 12235 Grapefield Road Suite 1                   | Bastian          | Virginia       | 24314      |
| True Pharmacy                | 3217 Devine Street                              | Columbia         | South Carolina | 29205      |
| Trumarx Drugs                | 501 Gordon Avenue                               | Thomasville      | Georgia        | 31792      |
| Trumed Pharmacy              | 2521 7th Street                                 | Bay City         | Texas          | 77414      |
| Trumm Drug (Clinic Pharmacy) | 610 30TH Avenue West                            | Alexandria       | Minnesota      | 56308      |
| Trumm Drug Downtown          | 600 Fillmore Street                             | Alexandria       | Minnesota      | 56308      |
| Trumm Drug Elbow Lake        | 11 Central Avenue South                         | Elbow Lake       | Minnesota      | 56531      |
| Trumm Drug Glenwood          | 7 Fourth Avenue SE                              | Glenwood         | Minnesota      | 56334      |
| Trumm Drug Parkers Prairie   | 114 East Soo Street                             | Parkers Prairie  | Minnesota      | 56361      |
| Truxtun Pharmacy             | 5925 Truxtun Avenue Suite B                     | Bakersfield      | California     | 93309      |
| Truxtun Pharmacy Delano      | 1228 Jefferson Street                           | Delano           | California     | 93215-9225 |
| Tustin Pharmacy              | 13400 Newport Avenue                            | Tustin           | California     | 92780      |
| Twin City Drug Co            | 507 South Railroad Avenue                       | Twin City        | Georgia        | 30471-0040 |
| Twin City Pharmacy           | 1708 Park Avenue                                | South Plainfield | New Jersey     | 07080      |
| Twin City Pharmacy           | 106 North First Street                          | Marble Hill      | Missouri       | 63764      |
| Tyler Rx Pharmacy            | 2415 East 5th Street                            | Tyler            | Texas          | 75701      |
| TYLERTOWN PHARMACY LLC       | 201 HOSPITAL DR                                 | TYLERTOWN        | Mississippi    | 39667-2019 |
| Ubly Pharmacy                | 2031 East Main Street                           | Ubly             | Michigan       | 48475-9726 |

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| Ultra Care Pharmacy                        | 4419 Falls Road Suite B          | Baltimore       | Maryland     | 21211-1295 |
| Ultra Care Pharmacy                        | 12619 Wisteria Drive Suite A     | Germantown      | Maryland     | 20874-5259 |
| Ultra Care Pharmacy-Columbia               | 10798 Hickory Ridge Road Suite A | Columbia        | Maryland     | 21044-3646 |
| Unadilla Drug Company                      | 413 2nd Street                   | Unadilla        | Georgia      | 31091      |
| Union Avenue Legend Pharmacy               | 433 West Union Avenue            | Bound Brook     | New Jersey   | 08805      |
| Union Pharmacy and Medical Supplies        | 6456 West Flagler Street         | Miami           | Florida      | 33144      |
| Union Pharmacy and Medical Supplies II     | 2501 Southwest 67 Avenue         | Miami           | Florida      | 33155      |
| University Pain Management Center Pharmacy | 3220 Cove Bend Drive             | Tampa           | Florida      | 33613      |
| University Pharmacy                        | 1320 East 200 South              | Salt Lake City  | Utah         | 84102      |
| Upper Darby Pharmacy                       | 119 Long Lane                    | Upper Darby     | Pennsylvania | 19082      |
| Upper Eastside Chemists INC                | 855 Lexington Avenue #1          | New York        | New York     | 10065      |
| Uptown Pharmacy                            | 23 North State Street            | Westerville     | Ohio         | 43081      |
| UPTOWN PHARMACY & WELLNESS                 | 3512 N OAKLAND AVE               | SHOREWOOD       | Wisconsin    | 53211-2701 |
| USA Pharmacy                               | 47315 Van Dyke Avenue            | Shelby Township | Michigan     | 48317-3363 |
| USC Health Center Pharmacy                 | 1025 West 34th Street            | Los Angeles     | California   | 90089-0028 |
| USC Medical Plaza Pharmacy                 | 1510 San Pablo Street, Suite 144 | Los Angeles     | California   | 90033      |
| USC Verdugo Hills Professional Pharmacy    | 1808 Verdugo Boulevard Suite 111 | Glendale        | California   | 91208      |
| US Pharmacy 001                            | 440 Saint Andrews Drive          | Murfreesboro    | Tennessee    | 37128      |
| Valley Apothecary                          | 201 North Washington Avenue      | Ketchum         | Idaho        | 83340      |
| VALLEY CARE PHCY                           | 11441 HEACOCK ST STE D           | MORENO VALLEY   | California   | 92557      |
| Valley Drug                                | 208 East Main Street             | Everson         | Washington   | 98247      |
| Valley Medical Pharmacy                    | 630 Main Street                  | Brawley         | California   | 92227      |
| Valley Pharmacy                            | 791 Hamburg Turnpike             | Wayne           | New Jersey   | 07470-8416 |
| Valley Pharmacy                            | 560 West Putnam Avenue Suite 2   | Porterville     | California   | 93257-3269 |
| Valley Pharmacy                            | 75 Washington Valley Road        | Bedminster      | New Jersey   | 07921      |
| Valley Pharmacy                            | 190 Campus Boulevard Suite 110   | Winchester      | Virginia     | 22601      |
| Valley Pharmacy                            | 351 Valley Health Way Suite 210  | Front Royal     | Virginia     | 22630      |
| Valley View Pharmacy                       | 11141 State Route 800 Northeast  | Magnolia        | Ohio         | 44643      |
| Valucare Center                            | 1378 Main Street                 | Marinette       | Wisconsin    | 54143      |

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| Value Mart Pharmacy                       | 314 Main Street                     | Orange        | New Jersey     | 07050      |
| Val-U-Pharmacy                            | 2811 West Market Street             | Johnson City  | Tennessee      | 37604      |
| Valurite Discount Pharmacy                | 1006 Professional Boulevard         | Dalton        | Georgia        | 30720      |
| Valu-Rite Pharmacy                        | 709 Woodrow Wilson Ray Circle       | Bridgeport    | Texas          | 76426      |
| Van Houten Pharmacy                       | 669 Van Houten Avenue               | Clifton       | New Jersey     | 07013      |
| V-Care Pharmacy                           | 59 East Eckerson Road               | Spring Valley | New York       | 10977      |
| Ventura County Pharmacy                   | 3350 Loma Vista Road                | Ventura       | California     | 93003-3024 |
| Versailles Independent Pharmacy           | 166 Frankfort Street                | Versailles    | Kentucky       | 40383      |
| Versailles Pharmacy                       | 2801 Encinal Avenue                 | Alameda       | California     | 94501      |
| Via Lido Drugs                            | 3445 Via Lido                       | Newport Beach | California     | 92663      |
| ViaRx                                     | 825 North 90th Street               | Omaha         | Nebraska       | 68114      |
| Vic's Family Pharmacy                     | 1513 12th Avenue Road               | Nampa         | Idaho          | 83686      |
| Vic's Family Pharmacy                     | 118 South Midland Boulevard         | Nampa         | Idaho          | 83686      |
| Victory Pharmacy                          | 1837 River Oaks Drive               | Calumet City  | Illinois       | 60409-5071 |
| Vida Pharmacy                             | 7250 West 24th Avenue, Suite 19/20  | Hialeah       | Florida        | 33016      |
| Village Discount Pharmacy                 | 3990 East State Road 44 Suite 207   | Wildwood      | Florida        | 34785-7480 |
| Village Drug                              | 126 Main St                         | Penn Yan      | New York       | 14527      |
| Village Pharmacy                          | 1278 Yardville Allentown Rd         | Allentown     | New Jersey     | 08501      |
| Village Pharmacy                          | 9408 SW 87TH STREET SUITE 105       | MIAMI         | Florida        | 33176      |
| Village Pharmacy                          | 500 West Commercial Street          | Ozark         | Arkansas       | 72949      |
| Village Pharmacy                          | 14057 Highway 17 Suite 100          | Hampstead     | North Carolina | 28443      |
| Village Pharmacy                          | 7659 Gilbert Street Suite A         | Gilbert       | Louisiana      | 71336-3410 |
| Village Pharmacy at Spring House          | 1121 North Bethlehem Pike Suite 40  | Spring House  | Pennsylvania   | 19477-1011 |
| Villa Park Pharmacy                       | 17821 Santiago Boulevard            | Villa Park    | California     | 92861      |
| VILLA RICA DRUGS                          | 222 West Wilson Street              | Villa Rica    | Georgia        | 30180      |
| Vilonia Family Pharmacy Inc               | 1122 Main Street Suite 14           | Vilonia       | Arkansas       | 72173      |
| Vina Pharmacy                             | 11207 North Lamar Boulevard Suite A | Austin        | Texas          | 78753      |
| Vine Discount Pharmacy and Medical Supply | 1253 North Vine Street              | Los Angeles   | California     | 90038      |
| Vineyard Pharmacy & Gifts                 | 1900 McHenry Avenue                 | Escalon       | California     | 95320      |
| VIP Pharmacy                              | 1891 Lee Trevino Suite 200          | El Paso       | Texas          | 79936      |

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| Visels Pharmacy - New Haven, CT    | 714 Dixwell Avenue                  | New Haven       | Connecticut    | 06511      |
| Vo Pharmacy                        | 12464 East Washington Boulevard     | Whittier        | California     | 90602-1005 |
| Vorac Pharmacy                     | 114 S State Street                  | Geneseo         | Illinois       | 61254      |
| Wackerly Pharmacy                  | 957 West Midland Road               | Auburn          | Michigan       | 48611      |
| Wagner Pharmacy                    | 1224 East McFadden Avenue           | Santa Ana       | California     | 92705      |
| Walden Drug                        | 3104 W Kingshighway                 | Paragould       | Arkansas       | 72450      |
| Walker Drug                        | 290 South Main Street               | Moab            | Utah           | 84532      |
| Walker Pharmacy & Gifts Inc        | 2425 Northside Drive West           | Statesboro      | Georgia        | 30458      |
| Walker Pharmacy Market District    | 1198 Merchants Way                  | Statesboro      | Georgia        | 30458      |
| Wall Drugs of Pamplico Inc         | 616 South Walnut Street             | Pamplico        | South Carolina | 29583      |
| Walnut Hill Pharmacy               | 1950 South Sycamore Street          | Petersburg      | Virginia       | 23805      |
| Walpole Pharmacy                   | 699 Main Street                     | Walpole         | Massachusetts  | 02081      |
| Walsh Pharmacy                     | 202 Rock Street                     | Fall River      | Massachusetts  | 02720      |
| Walter's Family Pharmacy           | 604 South 12th Street               | Murray          | Kentucky       | 42071      |
| Waltmire Pharmacy                  | 1435 Spring Garden Avenue           | Pittsburgh      | Pennsylvania   | 15212      |
| Walton Drug                        | 1520 West Thatcher Boulevard        | Safford         | Arizona        | 85546      |
| Walton Drug of Morenci             | 408 Burro Alley                     | Morenci         | Arizona        | 85540      |
| Wamego Drug Store                  | 501 Lincoln Avenue                  | Wamego          | Kansas         | 66547      |
| Wannamaker Drug                    | 700 CHESTERFIELD HWY                | Cheraw          | South Carolina | 29520      |
| Wannamaker Drug                    | 107 West Boulevard                  | Chesterfield    | South Carolina | 29709-1528 |
| Ward Drug                          | 142 South Penn Avenue               | Oberlin         | Kansas         | 67749      |
| Wards Pharmacy                     | 122 South Front Street              | Ellisville      | Mississippi    | 39437-3118 |
| Wards Pharmacy                     | 653 Long Beach Boulevard            | Long Beach      | California     | 90802      |
| WARE'S PHARMACY                    | 304 South Jefferson Street          | Mason           | Michigan       | 48854      |
| Warren's Drug Store, Inc           | 943 South Fifth Street              | Mebane          | North Carolina | 27302      |
| Warrensville Drug Store            | 5121 North Carolina Highway 88 West | Warrensville    | North Carolina | 28693      |
| Washingtonville Pharmacy           | 32 West Main Street Unit 2          | Washingtonville | New York       | 10992      |
| Waterfront Family Pharmacy         | 215 Don Knotts Boulevard Suite 120  | Morgantown      | West Virginia  | 26501      |
| Water Street Pharmacy              | 14 WATER ST                         | DUNDEE          | New York       | 14837      |
| Waterway Pharmacy                  | 3373 Highway 9 East                 | Little River    | South Carolina | 29566      |
| Watkins Pharmacy & Surgical Supply | 1391 East Sherman Boulevard         | Muskegon        | Michigan       | 49444      |
| Watson Pharmacy                    | 802 W 4th Street                    | Fordyce         | Arkansas       | 71742      |

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| Wauka Mountain Pharmacy       | 5233 Cleveland Highway                  | Clermont       | Georgia        | 30527      |
| Wayne Drug Co                 | 192 North First Street                  | Jesup          | Georgia        | 31545      |
| Wear Drug                     | 408 Walnut Street                       | Carthage       | Illinois       | 62321      |
| Weathers Drugs                | 44 Public Square                        | Elkton         | Kentucky       | 42220      |
| Weaver Pharmacy               | 1014 G Street                           | Geneva         | Nebraska       | 68361      |
| Webb's Family Pharmacy        | 724 Main Street                         | Rochester      | Indiana        | 46975      |
| WEBBS FT MYERS PRESC SHOP INC | 13195 Metro Pkwy.<br>Suite 3            | Fort Myers     | Florida        | 33966      |
| Wecare Pharmacy               | 14823 Southwest Freeway<br>Suite B      | Sugar Land     | Texas          | 77478-5007 |
| We Care Pharmacy Plus         | 1412 South Lapeer Road                  | Lake Orion     | Michigan       | 48360      |
| Wellcreek Pharmacy - Bethalto | 333 West Bethalto Drive<br>Suite B      | Bethalto       | Illinois       | 62010      |
| WellCreek Pharmacy-Charleston | 1 West Lincoln Avenue                   | Charleston     | Illinois       | 61920      |
| WELLCREEK PHARMACY MIDDLETON  | 2532 ALLEN BLVD                         | MIDDLETON      | Wisconsin      | 53562-2212 |
| Wellness Pharmacy             | 144 West 72nd Street                    | New York       | New York       | 10023-3344 |
| Wellness Rx LLC               | 7640 Northwest 25th<br>Street Suite 105 | Miami          | Florida        | 33122      |
| WellnessRx Pharmacy           | 5971 University Avenue<br>Suite 304     | San Diego      | California     | 92115      |
| Wells Drug                    | 113 South 4th Street                    | Albion         | Nebraska       | 68620      |
| Westbury Apothecary           | 8903 Three Chopt Road                   | Henrico        | Virginia       | 23229      |
| Westbury Pharmacy             | 701 North Parler Avenue                 | Saint George   | South Carolina | 29477      |
| West End Pharmacy             | 824 West Avenue                         | Cartersville   | Georgia        | 30120      |
| Western Ave Pharmacy          | 501 Western Avenue                      | Glendale       | California     | 91201      |
| Western Drug                  | 806 Illinois                            | Sidney         | Nebraska       | 69162      |
| West Hempstead Pharmacy       | 449 Hempstead Avenue                    | West Hempstead | New York       | 11552      |
| West Islip Pharmacy           | 432 Montauk Highway                     | West Islip     | New York       | 11788      |
| West Knox Pharmacy, LLC       | 14161 North US Highway<br>25 East       | Corbin         | Kentucky       | 40701-6183 |
| West Milford Pharmacy         | 1495 Union Valley Road                  | West Milford   | New Jersey     | 07480      |
| Westminster Family Drug       | 10911 Northeast 23rd<br>Street          | Nicoma Park    | Oklahoma       | 73066      |
| Westminster Pharmacy          | 577 North Broad Street                  | Elizabeth      | New Jersey     | 07208      |
| West Perry Pharmacy           | 1102 Montour Road                       | Loysville      | Pennsylvania   | 17047      |
| West Reading Drug Store       | 538 Penn Avenue                         | West Reading   | Pennsylvania   | 19611      |
| Westside Drug                 | 1101 O Street                           | Firebaugh      | California     | 93622      |
| WestSide Pharmacy             | 215 North Hermitage<br>Avenue Suite 9   | Trenton        | New Jersey     | 08618      |
| WEST VAL CARE PHCY            | 5353 BALBOA BLVD                        | ENCINO         | California     | 91316      |
| Westwood Pharmacy             | 5823 Patterson Avenue                   | Richmond       | Virginia       | 23226      |



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| Wexler's Lake Milton Pharmacy         | 17674 Mahoning Avenue                              | Lake Milton      | Ohio           | 44429      |
| Whispering Pines Prescription Shoppe  | 7305 NC Highway 22                                 | Carthage         | North Carolina | 28327-8512 |
| White's Pharmacy                      | 705 Halibut Point Road                             | Sitka            | Alaska         | 99835      |
| Whiteford Pharmacy                    | 2338 Whiteford Road                                | Whiteford        | Maryland       | 21160      |
| White Memorial Medical Plaza Pharmacy | 1701 East Cesar E Chavez Avenue Suite 109          | Los Angeles      | California     | 90033      |
| White Mountain Pharmacy               | 4461 South White Mountain Road Suite E1            | Show Low         | Arizona        | 85901-7783 |
| White Mountain Pharmacy 2             | 2841 Highway 260 Box 2217                          | Overgaard        | Arizona        | 85933      |
| Whitesell Pharmacy                    | 236 North Market Street                            | Frederick        | Maryland       | 21701      |
| Whitewright Pharmacy                  | 2065 Beasley Blvd, Suite 200                       | Whitewright      | Texas          | 75491      |
| Whittier Health Pharmacy Inc          | 1012 Tremont Street                                | Roxbury          | Massachusetts  | 02120-3432 |
| Whole Health Pharmacy                 | 800 South Pearl Street Suite 1                     | Ellensburg       | Washington     | 98926-3646 |
| Williams Family Pharmacy, LLC         | 1058 Tanglewood Drive                              | Franklinton      | Louisiana      | 70438-5673 |
| Williamsport Pharmacy                 | 100 E Potomac St                                   | Williamsport     | Maryland       | 21795      |
| Wilsons Sav-Mor Drugs                 | 265 East Main Street                               | Newport          | Tennessee      | 37821      |
| Wilson Wil-Sav Pharmacy               | 5 Allen Chapel Road                                | Batesville       | Arkansas       | 72501      |
| Winningham Pharmacy                   | 232 West Main Street                               | Bradford         | Arkansas       | 72020      |
| Winona Drugs                          | 500 North Applegate Street Suite A                 | Winona           | Mississippi    | 38967      |
| Winships Pharmacy                     | 5643 South East Crooked Oak Avenue Seabranh Square | Hobe Sound       | Florida        | 33455      |
| Winships Prescription Center          | 721 Northlake Boulevard                            | North Palm Beach | Florida        | 33408      |
| WOODBINE PHARMACY                     | 908 GEORGIA AVE                                    | WOODBINE         | Georgia        | 31569      |
| Woodbridge Pharmacy                   | 4950 Barranca Parkway Suite 102                    | Irvine           | California     | 92604      |
| Woodbury Family Pharmacy              | 160 North Broad Street                             | Woodbury         | New Jersey     | 08096      |
| Woodlyn Pharmacy                      | 1301 Jefferson Avenue                              | Woodlyn          | Pennsylvania   | 19094      |
| Woodruff Health Mart Pharmacy         | 10195 Highway 221 Suite 5                          | Woodruff         | South Carolina | 29388-9358 |
| Woodsprings Pharmacy                  | 1807 Woodsprings Road                              | Jonesboro        | Arkansas       | 72401      |
| Wurlitzer Family Pharmacy Inc         | 521 DIVISION ST                                    | NORTH TONAWANDA  | New York       | 14120-4403 |
| Wyandotte Pharmacy                    | 375 Eureka Road Suite A                            | Wyandotte        | Michigan       | 48192-5839 |
| Wyatt's Pharmacy                      | 10671 Veterans Memorial Highway                    | Lithia Springs   | Georgia        | 30122      |
| Wynne Apothecary Inc                  | 500 Falls Boulevard North                          | Wynne            | Arkansas       | 72396      |

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| Xpress Meds                   | 4201 West 95th Street<br>Suite G      | Oak Lawn     | Illinois       | 60453-2615 |
| Xpress Pharmacy               | 6700 West 95th Street<br>Suite 150    | Oak Lawn     | Illinois       | 60453      |
| Xtra Care Pharmacy            | 7920 South Mason<br>Montgomery Road   | Mason        | Ohio           | 45040-8249 |
| Yates Pharmacy LLC            | 432 Hopkinsville Road                 | Russellville | Kentucky       | 42276      |
| Yellow River Pharmacy         | 7438 Main Street West                 | Webster      | Wisconsin      | 54893      |
| Yinger Pharmacy Shoppe        | 1036 North Monroe Street              | Monroe       | Michigan       | 48162      |
| Yinger Pharmacy Shoppe        | 1704 South Custer Road                | Monroe       | Michigan       | 48161      |
| Yoakum Discount<br>Pharmacy   | 1200 Carl Ramert Drive<br>Suite A     | Yoakum       | Texas          | 77995      |
| Yoakum Discount<br>Pharmacy   | 210 Nelson Street, Suite E            | Yoakum       | Texas          | 77995      |
| Yorke Pharmacy                | 5524 New Falls Road                   | Levittown    | Pennsylvania   | 19056      |
| Yorkville Pharmacy            | 822 B East Liberty Street             | York         | South Carolina | 29745      |
| Young Life Pharmacy           | 1769 Candler Road                     | Decatur      | Georgia        | 30032-3276 |
| Your Drug Store               | 2303 Niles Point                      | Bakersfield  | California     | 93306      |
| Your Gordonsville<br>Pharmacy | 400 Gordon Avenue Ste D               | Gordonsville | Virginia       | 22942      |
| Your Pharmacy of<br>Lexington | 100 West Third Street                 | Lexington    | North Carolina | 27292      |
| Zeigler Pharmacy              | 159 West Main Street                  | Wilmington   | Ohio           | 45177      |
| Zweber Apothecary             | 11411 Brookshire Avenue,<br>Suite 107 | Downey       | California     | 90241      |

**FRANCHISEES THAT LEFT THE SYSTEM  
(2024)**

| <b>PHARMACY NAME</b>             | <b>STREET ADDRESS</b>                 | <b>CITY</b>  | <b>STATE</b> | <b>ZIP CODE</b> |
|----------------------------------|---------------------------------------|--------------|--------------|-----------------|
| PRIME CARE DRUG & SURGICALS CORP | 2066 FLATBUSH AVE                     | BROOKLYN     | New York     | 11234           |
| Elmore Pharmacy                  | 401 Walnut Street                     | Red Bluff    | California   | 96080           |
| Hometown Pharmacy                | 110 Leroux Street                     | Doniphan     | Missouri     | 63935           |
| Millers Of Wyckoff               | 678 Wyckoff Avenue                    | Wyckoff      | New Jersey   | 07481           |
| Ultra Care Pharmacy              | 3250 West Pleasant Run Road Suite 165 | Lancaster    | Texas        | 75146-1071      |
| Overton Pharmacy                 | 104 West Henderson Street             | Overton      | Texas        | 75684           |
| Trail Creek Pharmacy             | 2700 Tibbets Drive Suite 200          | Bedford      | Texas        | 76022           |
| Westmoreland Pharmacy            | 1945 State Street                     | New Albany   | Indiana      | 47150           |
| Deluxe Pharmacy                  | 8749 Frankford Avenue                 | Philadelphia | Pennsylvania | 19136           |
| Total Care Pharmacy #3           | 40 Broadway                           | Dry Ridge    | Kentucky     | 41035           |
| Maddox Drugs                     | 1330 Big A Road                       | Toccoa       | Georgia      | 30577           |
| Avenue C Pharmacy                | 178 Avenue C                          | New York     | New York     | 10009           |
| Goodale Pharmacy                 | 16 North Sussex Street                | Dover        | New Jersey   | 07801           |
| Teasley Drug                     | 205 Atlanta Street Southeast          | Gravette     | Arkansas     | 72736           |
| Ochoa's Pharmacy South           | 301 Conquest Boulevard                | Edinburg     | Texas        | 78539           |
| Gotham Pharmacy Inc              | 2258 3rd Avenue                       | New York     | New York     | 10035           |
| Quess Rx                         | 430 W Broadway                        | West Memphis | Arkansas     | 72301           |
| Fullerton Pharmacy               | 1820 Fullerton Avenue Suite 105       | Corona       | California   | 92881-3160      |
| Eldon Drug Company               | 101 South Maple Street                | Eldon        | Missouri     | 65026           |
| Hancock Lambert Pharmacy         | 342 Main Street                       | Clintwood    | Virginia     | 24228           |
| Middletown Family Pharmacy       | 877 Main Street                       | Belford      | New Jersey   | 07718           |

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| Scotts Pharmacy #1                | 635 Pio Nono Avenue                   | Macon            | Georgia      | 31204      |
| Franklin Square Pharmacy Inc      | 925 Hempstead Turnpike                | Franklin Square  | New York     | 11010-3626 |
| Trinity Pharmacy                  | 2797 South Maryland Parkway Suite 28  | Las Vegas        | Nevada       | 89109      |
| Pharm A Save Monroe               | 17788 147th Street Southeast          | Monroe           | Washington   | 98272      |
| Charlie's Pharmacy                | 2235 Veterans Highway                 | Levittown        | Pennsylvania | 19056      |
| Bright Plaza Pharmacy             | 15725 East Whittier Boulevard Suite A | Whittier         | California   | 90603      |
| *Best Discount Pharmacy           | 2316 34th Street                      | Lubbock          | Texas        | 79411      |
| Corner Drug Store                 | 101 West Railroad Avenue              | Magnolia         | Mississippi  | 39652      |
| Marshall Medic Pharmacy           | 243 Highway 65 North                  | Marshall         | Arkansas     | 72650      |
| Florida Medical Clinic Pharmacy   | 38045 Market Square                   | Zephyrhills      | Florida      | 33542      |
| Dripping Springs Pharmacy         | 100 Commons Road, Suite 1             | Dripping Springs | Texas        | 78620      |
| West Milford Pharmacy             | 1495 Union Valley Road                | West Milford     | New Jersey   | 07480      |
| Corner Drug LLC                   | 1041 Grass Valley Road Suite A        | Winnemucca       | Nevada       | 89445      |
| Westmoreland Pharmacy Sellersburg | 7600 Highway 60 Suite 400             | Sellersburg      | Indiana      | 47172      |
| Happy Druggist                    | 26 South Main Street                  | Mechanicsburg    | Ohio         | 43044      |
| Valencia Pharmacy At Henry Mayo   | 23929 MCBEAN PKWY STE 100A            | SANTA CLARITA    | California   | 91355-4467 |
| Royal Care Pharmacy               | 378 SE Port Saint Lucie Blvd          | Port Saint Lucie | Florida      | 34984      |
| Perkins Pharmacy                  | 4015 20th Street                      | Vero Beach       | Florida      | 32960      |
| Munsey Pharmacy                   | 106 Administration Road               | Oak Ridge        | Tennessee    | 37830      |
| Red Cross Pharmacy                | 420 Main Street                       | Forest City      | Pennsylvania | 18421      |
| One to One Pharmacy               | 214 5th Street                        | Kalona           | Iowa         | 52247      |

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| City Drug Store                         | 104 East Belknap                        | Jacksboro       | Texas          | 76458      |
| Franks Pharmacy                         | 7548 Soquel Drive                       | Aptos           | California     | 95003      |
| Medicine Mart Pharmacy                  | 1300 Sunset Boulevard                   | West Columbia   | South Carolina | 29169      |
| Fontanelle Drug                         | 401 Washington Street                   | Fontanelle      | Iowa           | 50846      |
| Wildcat Pharmacy                        | 11231 Indian Creek Road                 | Pound           | Virginia       | 24279      |
| Joliet Professional Pharmacy            | 2401 West Jefferson Street<br>Suite 200 | Joliet          | Illinois       | 60435      |
| Carlin Springs Pharmacy                 | 611 South Carlin Springs Road Suite 105 | Arlington       | Virginia       | 22204      |
| Lamar Plaza Drug Store                  | 1509 South Lamar Boulevard              | Austin          | Texas          | 78704      |
| MassPack Ltc                            | 6 Executive Park Drive                  | North Billerica | Massachusetts  | 01862      |
| St. Petersburg Pharmacy                 | 6399 38th Avenue North Suite A-5        | St. Petersburg  | Florida        | 33710      |
| Happy Druggist Pharmacy - WJD           | 487 West Main Street                    | West Jefferson  | Ohio           | 43162      |
| The Pharmacy                            | 333 South Plumosa Street                | Merritt Island  | Florida        | 32952      |
| Brundages Waymart Pharmacy              | 238 Belmont Street                      | Waymart         | Pennsylvania   | 18472      |
| Plain City Druggist                     | 480 South Jefferson Avenue              | Plain City      | Ohio           | 43064      |
| *E W Thomsons Drug                      | 213 Depot Street                        | Delhi           | Louisiana      | 71232      |
| G & O Pharmacy                          | 2338 Broadway                           | Paducah         | Kentucky       | 42001      |
| Valencia Pharmacy                       | 25050 PEACHLAND AVE<br>STE 100          | NEWHALL         | California     | 91321-2523 |
| Westmoreland Pharmacy<br>Jeffersonville | 1495 East 10th Street                   | Jeffersonville  | Indiana        | 47130      |
| Novecks Pharmacy                        | 7823 BERGENLINE AVE                     | North Bergen    | New Jersey     | 07047      |
| Valley Pharmacy                         | 647 State Route 93 Suite 6              | Sugarloaf       | Pennsylvania   | 18249      |
| K&S Pharmacy                            | 107 Avon Avenue S, Suite 1              | Avon            | Minnesota      | 55331      |

|                                |                                     |                 |              |            |
|--------------------------------|-------------------------------------|-----------------|--------------|------------|
| Cambria Drug & Gift            | 2222 Main Street                    | Cambria         | California   | 93428      |
| Christians Pharmacy            | 1032 Main Street                    | Forest Park     | Georgia      | 30297      |
| Choice Pharmacy                | 401 South Parsons Avenue Suite C    | Brandon         | Florida      | 33511      |
| Times Pharmacy #3              | 590 Kailua Road                     | Kailua          | Hawaii       | 96734      |
| Ganse Apothecary Retail        | 355 West King Street                | Lancaster       | Pennsylvania | 17603-3751 |
| Munsey Pharmacy                | 106 Administration Road             | Oak Ridge       | Tennessee    | 37830      |
| Westbrook Park Pharmacy        | 244 West Baltimore                  | Clifton Heights | Pennsylvania | 19018      |
| Regency Medical Pharmacy       | 1000 Newbury Road Suite 100         | Newbury Park    | California   | 91320      |
| Grapevine Drug RX              | 1115 West Northwest Highway Suite H | Grapevine       | Texas        | 76051-5029 |
| T&T Drugs INC                  | 1331 Clay Street                    | Henderson       | Kentucky     | 42420      |
| Refill Pharmacy llc            | 8536 Del Webb Boulevard             | Las Vegas       | Nevada       | 89134-8676 |
| Jay's Pharmacy                 | 214 Highway 3086                    | Jenkins         | Kentucky     | 41537      |
| Professional Pharmacy          | 1100 Burleyson Road                 | Dalton          | Georgia      | 30720      |
| St. Georges Specialty Pharmacy | 521 North Wood Avenue               | Linden          | New Jersey   | 07036      |
| Parke Vista Pharmacy           | 3838 Sherman Drive Suite 1          | Riverside       | California   | 92503      |
| Midtown Pharmacy LLC           | 278 North 3rd Street                | Gadsden         | Alabama      | 35901      |
| Pepper Pharmacy                | 195-197 East Plumstead Avenue       | Lansdowne       | Pennsylvania | 19050      |
| Karemore Pharmacy #002         | 817 Snowhill Road Suite 2           | Salisbury       | Maryland     | 21804      |
| MEDSURG PHARMACY               | 3037 Marshall Hall Road             | Bryans Road     | Maryland     | 20616-3240 |
| Arrow Prescription Center #12  | 500 Farmington Avenue               | Hartford        | Connecticut  | 06105      |
| Cano Pharmacy 13               | 4160 North Armenia Avenue Suite C   | Tampa           | Florida      | 33607-6453 |
| AHCS Specialty Care            | 12832 Valley View Drive Suite A & B | Garden Grove    | California   | 92845      |

|                            |                                      |                |                |            |
|----------------------------|--------------------------------------|----------------|----------------|------------|
| Care Pharmacy              | 1400 West Kenneth Road               | Glendale       | California     | 91201      |
| M-C Drug Store             | 533 Porter Street                    | Helena         | Arkansas       | 72342      |
| RGV Hometown Pharmacy      | 608 East Harrison Avenue             | Harlingen      | Texas          | 78550-9160 |
| Antwerp Pharmacy           | 201 S. MAIN ST.                      | ANTWERP        | Ohio           | 45813-0246 |
| Tinley Park Pharmacy       | 18210 South Lagrange Road Suite 101  | Tinley Park    | Illinois       | 60487      |
| South Bay Pharmacy         | 520 North Prospect Avenue, Suite 110 | Redondo Beach  | California     | 90277-3026 |
| Boulder Creek Pharmacy     | 13081 Central Avenue                 | Boulder Creek  | California     | 95006      |
| Ace Pharmacy               | 186 Broadway                         | Long Branch    | New Jersey     | 07740      |
| 986 Pharmacy #8028         | 3580 Santa Anita Ave #8              | El Monte       | California     | 91731      |
| Fairley's Pharmacy         | 7206 North East Sandy Boulevard      | Portland       | Oregon         | 97213-5795 |
| Richard's Pharmacy         | 3509 East Main Avenue Suite 102      | Alton          | Texas          | 78573      |
| *Tega Cay Pharmacy         | 1741 Gold Hill Road, Suite 106       | Fort Mill      | South Carolina | 29708      |
| IFB Pharmacy LLC           | 2488 North University Drive          | Pembroke Pines | Florida        | 33024      |
| Ron's Apothecary Shoppe    | 9101 Mendenhall Mall Road            | Juneau         | Alaska         | 99801      |
| Royal Care Pharmacy        | 595 21st Street Unit 100             | Vero Beach     | Florida        | 32960-5449 |
| Xcellent Pharmacy          | 11880 Southwest 40TH Street Road     | Miami          | Florida        | 33177      |
| Shields Pharmacy           | 2196 Main Street Suite A             | Dunedin        | Florida        | 34698-5650 |
| Athol Pharmacy             | 290 Main Street                      | Athol          | Massachusetts  | 01331      |
| Finley Pharmacy            | 1016 West South Street               | Benton         | Arkansas       | 72015      |
| Crown Drug                 | 657 East University Drive            | Carson         | California     | 90746      |
| Burgess Drug Store Inc #4  | 1 South Creek Drive Suite 122        | Monticello     | Kentucky       | 42633      |
| KNOX PROFESSIONAL PHARMACY | 511 KNOX STREET                      | BARBOURVILLE   | Kentucky       | 40906      |



|                                  |  |                |                |            |
|----------------------------------|--|----------------|----------------|------------|
| West Wichita Family Pharmacy LLC | 8200 W CENTRAL AVE                     | WICHITA        | Kansas         | 67212-9503 |
| BAKER PHARMACY INC               | 38-42 Main Street                      | Sussex         | New Jersey     | 07461      |
| Heyden Pharmacy                  | 20201 West 7 Mile Road                 | Detroit        | Michigan       | 48219      |
| HealthPlus Pharmacy of Ann Arbor | 4350 Jackson Road Suite 250            | Ann Arbor      | Michigan       | 48103      |
| Pinnacle Peak Pharmacy           | 317 East 100 North Suite 4             | Price          | Utah           | 84501      |
| Watervliet Pharmacy              | 317 North Main Street                  | Watervliet     | Michigan       | 49089      |
| DONLON PHARMACY                  | 201 West Water Street                  | Decorah        | Iowa           | 52101      |
| Tidewater Pharmacy-Mt Pleasant   | 421 Johnnie Dodds Boulevard, Suite 100 | Mount Pleasant | South Carolina | 29464      |
| Familycare Discount Pharmacy     | 3633 Cortez Road West Suite B9         | Bradenton      | Florida        | 34210      |
| Edmonds Pharmacy                 | 7631 212th Street Southwest Suite D100 | Edmonds        | Washington     | 98026      |
| Iselin Pharmacy                  | 1186 Green Street                      | Iselin         | New Jersey     | 08832      |
| Power's Pharmacy                 | 558 Lakehurst Road Units J & K         | Browns Mills   | New Jersey     | 08015      |
| Ultra Care Pharmacy              | 10798 Hickory Ridge Road Suite A       | Columbia       | Maryland       | 21044-3646 |
| Mauliola Pharmacy                | 95 Mahalani Street, Room 28-5          | Wailuku        | Hawaii         | 96793      |
| Pharmacy Value                   | 7012 Park Avenue                       | Guttenberg     | New Jersey     | 07093-4707 |
| Getwell Pharmacy and Drugs       | 2579 Lawrenceville Highway Suite A1    | Decatur        | Georgia        | 30033      |
| Texas Star Pharmacy              | 3033 W Parker Road Suite 100           | Plano          | Texas          | 75023      |
| Day's Miami Heights Pharmacy     | 7567 Bridgetown Road                   | Cincinnati     | Ohio           | 45248-2014 |
| Courtyard Pharmacy               | 23693 B Calabasas Road                 | Calabasas      | California     | 91302      |
| Hopewell Drug                    | 2508 Gray Street                       | Hopewell       | Virginia       | 23860      |

|                                 |                              |                 |                |            |
|---------------------------------|------------------------------|-----------------|----------------|------------|
| Watsonville Pharmacy            | 1433 Freedom Boulevard       | Watsonville     | California     | 95076      |
| Fishersville Family Pharmacy    | 16 Gosnell Xing Ste 101      | Staunton        | Virginia       | 24401      |
| Barr Pharmacy                   | 1825 Academy Avenue          | Sanger          | California     | 93657      |
| KOONCE DRUG COMPANY INC         | 112 E 7TH AVE                | CHADBOURN       | North Carolina | 28431      |
| Klinger Pharmacy                | 102 West Jackson Street      | West Unity      | Ohio           | 43570      |
| Mission Plaza Pharmacy 2        | 4631 Teller Avenue Suite 110 | Newport Beach   | California     | 92660      |
| La Rx                           | 3744 Broadway Street Suite C | Houston         | Texas          | 77017-3046 |
| AHCS SPECIALTY CARE             | 1820 Tribute Road Suite G    | Sacramento      | California     | 95815      |
| Morristown Pharmacy             | 66840 Belmont-Morristown Rd  | Belmont         | Ohio           | 43718      |
| Mike's Pharmacy                 | 180 South Holmes Avenue      | Idaho Falls     | Idaho          | 83401      |
| OC Community Pharmacy           | 809 South Main Street Unit C | Santa Ana       | California     | 92701-6605 |
| Spanish Fork Community Pharmacy | 375 West Center Street       | Spanish Fork    | Utah           | 84660-2024 |
| Baywood Pharmacy                | 336 Drum Point Road          | Brick           | New Jersey     | 08723      |
| Belmar Town Pharmacy            | 911 Main Street              | Belmar          | New Jersey     | 07719      |
| Care Med Pharmacy LLC           | 4201 Palm Avenue Suite AA    | Hialeah         | Florida        | 33012-4424 |
| Wilson Drug                     | 118 West 4th Street          | Hearne          | Texas          | 77859-2506 |
| Arrow Pharmacy                  | 317 Bankhead Highway Unit A  | Carrollton      | Georgia        | 30117      |
| Harry's Pharmacy                | 930 Sheriden Drive Suite C   | Carey           | Ohio           | 43316-1502 |
| AB Pharmacy                     | 1510 GUNBARREL RD STE 500    | CHATTANOOGA     | Tennessee      | 37421-7175 |
| *Meliora Pharmacy               | 9430 WARNER AVE., STE G      | Fountain Valley | California     | 92708      |
| Chair City Pharmacy             | 34 Connors Street            | Gardner         | Massachusetts  | 01440-2605 |

|                                |                                    |                 |                |            |
|--------------------------------|------------------------------------|-----------------|----------------|------------|
| Wellness Lab                   | 140 North San Fernando Boulevard   | Burbank         | California     | 91502      |
| Rubio Pharmacy                 | 16550 Ventura Boulevard Suite 100  | Encino          | California     | 91436      |
| Namaste Neighborhood Pharmacy  | 200 South Progress Avenue          | Harrisburg      | Pennsylvania   | 17109      |
| HC Good Neighbor Pharmacy      | 1071 Route 37 West, Unit 10        | Toms River      | New Jersey     | 08755      |
| FLOYD'S FAMILY PHARMACY #2     | 28471 HIGHWAY 22                   | PONCHATOULA     | Louisiana      | 70454-6143 |
| FLOYD'S FAMILY PHARMACY        | 1625 HIGHWAY 51 STE K              | PONCHATOULA     | Louisiana      | 70454-6594 |
| Castilla 87 Pharmacy           | 890 Southwest 87th Avenue Suite 17 | Miami           | Florida        | 33174-3245 |
| Homestead Pharmacy             | 601 Broadway                       | Long Branch     | New Jersey     | 07740      |
| TABOR CITY MEDICINE MART INC   | 220 South Main Street              | Tabor City      | North Carolina | 28463      |
| True Pharmacy                  | 1628 Charleston Highway            | West Columbia   | South Carolina | 29169      |
| Wilcox Pharmacy                | 140 East Road                      | Dimondale       | Michigan       | 48821      |
| Davis Drugs Lone Oak           | 2855 Lone Oak Road                 | Paducah         | Kentucky       | 42003      |
| Main Street Pharmacy           | 199 Main Street                    | Orange          | New Jersey     | 07050-3728 |
| North Warren Pharmacy and Gift | 155 Route 94                       | Blairstown      | New Jersey     | 07825      |
| Grace Community Pharmacy       | 80 Pinnacles Drive Suite 900       | Palm Coast      | Florida        | 32164-2915 |
| Medipharm Pharmacy             | 1188 Bishop Street, Suite 802      | Honolulu        | Hawaii         | 96813      |
| Happy Druggist Pharmacy - KRD  | 5770 Karl Road                     | Columbus        | Ohio           | 43229      |
| Royal Care Pharmacy            | 5045 Turnpike Feeder Road          | Fort Pierce     | Florida        | 34951      |
| Scriptshop Pharmacy            | 4254 Erie Avenue Southwest         | Navarre         | Ohio           | 44662      |
| SPEEDY SCRIPTS PHARMACY INC    | 1115 45th Street Suite 3           | West Palm Beach | Florida        | 33407      |

|                                     |                                      |                 |                |            |
|-------------------------------------|--------------------------------------|-----------------|----------------|------------|
| Wallace County Drug                 | 107 West 2nd Street                  | Sharon Springs  | Kansas         | 67758      |
| MEDICINE CABINET PHARMACY           | 607 S MAYO TRL                       | PAINTSVILLE     | Kentucky       | 41240      |
| Triple S Pharmacy                   | 1314 Highway AR 56                   | Calico Rock     | Arkansas       | 72519-0249 |
| Hoffman Pharmacy                    | 1-7 Laurence Parkway                 | Laurence Harbor | New Jersey     | 08879      |
| Rings Pharmacy                      | 221 West Main Street                 | Montpelier      | Ohio           | 43543-1099 |
| Roselle Park Rita Pharmacy          | 200 Chestnut Street                  | Roselle Park    | New Jersey     | 07204      |
| Quick Mart Pharmacy                 | 777 Washington Road                  | Parlin          | New Jersey     | 08859      |
| South Gate Pharmacy - SF            | 8200 LONG BEACH BLVD<br><br>UNIT D-2 | SOUTH GATE      | California     | 90280      |
| Holmdel Village Pharmacy            | 969 Holmdel Road                     | Holmdel         | New Jersey     | 07733      |
| Southwood Rita Pharmacy             | 937 South Wood Avenue                | Linden          | New Jersey     | 07036      |
| Turnpike Chemist Corp               | 22421 Union Turnpike                 | Oakland Gardens | New York       | 11364-3631 |
| Black's Apothecary                  | 1636 Memorial Boulevard              | Murfreesboro    | Tennessee      | 37129      |
| Foxcroft Pharmacy                   | 1207 W MAIN ST                       | DOVER FOXCROFT  | Maine          | 04426-3747 |
| Your Hometown Pharmacy Taylorsville | 913 Taylorsville Road                | Taylorsville    | Kentucky       | 40071      |
| Rxbytel Pharmacy #1                 | 425 Washington Street West           | Charleston      | West Virginia  | 25302-2130 |
| Kilgore Express Pharmacy #2         | 103 Greenhill Boulevard NorthWest    | Fort Payne      | Alabama        | 35968      |
| MANIFESTRX                          | 1018 S. BATESVILLE RD BLDG #4A       | GREER           | South Carolina | 29650      |
| GOREVILLE PROFESSIONAL PHARMACY     | 901 South Broadway                   | Goreville       | Illinois       | 62939      |
| Drug Depot                          | 1588 UNIVERSITY AVE                  | Bronx           | New York       | 10453-6991 |

|   |                                      |                |              |            |
|---|--------------------------------------|----------------|--------------|------------|
| Lifetime Pharmacy LLC                   | 960 Ridgeview Drive Suite 120        | Allen          | Texas        | 75013-5402 |
| Pottstown Discount Pharmacy             | 1501 East High Street                | Pottstown      | Pennsylvania | 19464      |
| Uni-Script Pharmacy                     | 8250 Northwest 27th Street Suite 301 | Doral          | Florida      | 33122      |
| EZ Pack Pharmacy                        | 933 Hilltop Drive Suite #101         | Weatherford    | Texas        | 76086      |
| NORTH GULFPORT DISCOUNT DRUGS           | 4723 TENNESSEE AVE                   | GULFPORT       | Mississippi  | 39501-8130 |
| LYMAN PHARMACY                          | 20006 HIGHWAY 53 STE B               | GULFPORT       | Mississippi  | 39503-7843 |
| Pharm-Aid LLC                           | 12117 Pembroke Road                  | Pembroke Pines | Florida      | 33025      |
| Medicine Man Pharmacy                   | 13737 Artesia Boulevard Suite 202    | Cerritos       | California   | 90703      |
| Rex Drug Co                             | 24 North Main Street                 | Yerington      | Nevada       | 89447-0814 |
| Spence's Medical Center Pharmacy        | 215 Oak Drive South Suite M          | Lake Jackson   | Texas        | 77566      |
| Spence's Medical Center Pharmacy        | 2301 East Mulberry                   | Angleton       | Texas        | 77515      |
| Amphex Pharmacy, LLC                    | 1459 East 3900 South                 | Millcreek      | Utah         | 84124      |
| *J.BIRDS,INC                            | 855 Lexington Avenue                 | New York       | New York     | 10065      |
| Orchard Hills Pharmacy                  | 3816 W Chestnut Expressway           | Springfield    | Missouri     | 65802      |
| FRANKLIN RX INC                         | 98B N FRANKLIN ST                    | HEMPSTEAD      | New York     | 11550-3029 |
| Mauliola Pharmacy at Maui Medical Group | 2180 Main Street Suite 102           | Wailuku        | Hawaii       | 96793      |
| Boies Medical Center Pharmacy           | 828 Delbon Avenue                    | Turlock        | California   | 95382      |
| GoodPill Pharmacy, Inc.                 | 17177 Pines Boulevard                | Pembroke Pines | Florida      | 33027      |
| Rx Discount Pharmacy                    | 12620 US Highway 301                 | Dade City      | Florida      | 33525      |

|                          |                                   |                 |            |            |
|--------------------------|-----------------------------------|-----------------|------------|------------|
| Cahuenga Blvd Pharmacy   | 5503 Cahuenga Boulevard Suite 100 | North Hollywood | California | 91601-2920 |
| Key Drugs at Northwest   | 2210 Barron Road                  | Poplar Bluff    | Missouri   | 63901      |
| Nova Pharmacy            | 1330 South Mayo Trail Suite 102   | Pikeville       | Kentucky   | 41501      |
| Abbeville Discount Drugs | 201 West Main Street              | Abbeville       | Georgia    | 31001      |
| *FORSYTH PHARMACY INC    | 16269 HWY 160                     | FORSYTH         | Missouri   | 65653-9805 |

**EXHIBIT E  
FINANCIAL STATEMENTS  
AND CENCORA GUARANTY**

***FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA***

|  | <u>Page</u> |
|--|-------------|
| Report of Independent Registered<br>Public Accounting Firm   | 1           |
| Consolidated Financial<br>Statements:  |             |
| Consolidated Balance Sheets as<br>of September 30, 2024 and<br>2023  | 4           |
| Consolidated Statements of<br>Operations for the fiscal years<br>ended September 30, 2024,<br>2023, and 2022                         | 5           |
| Consolidated Statements of<br>Comprehensive Income for the<br>fiscal years ended<br>September 30, 2024, 2023,<br>and 2022            | 6           |
| Consolidated Statements of<br>Changes in Stockholders'<br>Equity for the fiscal years<br>ended September 30, 2024,<br>2023, and 2022 | 7           |
| Consolidated Statements of<br>Cash Flows for the fiscal years<br>ended September 30, 2024,<br>2023, and 2022                         | 8           |
| Notes to Consolidated Financial<br>Statements  | 9           |

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Cencora, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Cencora, Inc. and subsidiaries (the Company) as of September 30, 2024 and 2023, the related consolidated statements of operations, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended September 30, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at September 30, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2024, in conformity with U.S. generally accepted accounting principles.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosure to which they relate.

#### *Legal Matters and Contingencies - Opioid Lawsuits and Investigations*

##### *Description of the Matter*

As discussed in Note 13 of the consolidated financial statements, the Company is involved in a significant number of lawsuits and government investigations relating to the distribution of prescription opioid pain medications and other controlled substances ("opioid litigation and investigations"). The Company recognizes a liability for those legal contingencies for which it is probable that a liability has been incurred at the date of the consolidated financial statements and the amount is reasonably estimable. As discussed in Note 4, in connection with the recognized liabilities for settled opioid lawsuits, the Company recognizes a related income tax benefit, which reflects an unrecognized tax benefit resulting from uncertainty in the amount that is more likely than not to be deductible for U.S. federal and state income tax purposes. The Company used significant judgment in measuring the amount of income tax benefit that may ultimately be deductible for U.S. federal and state purposes.

Auditing management's determination of whether the risk of loss related to opioid litigation and investigations is probable and reasonably estimable, and the related disclosures is highly subjective and requires significant judgment. Auditing management's judgments related to unsettled cases was challenging due to the significant judgment applied in determining the likelihood of resolution of matters through settlement or litigation and the magnitude of the liability. In addition, auditing management's estimate of the amount of income tax benefit related



to the Company's uncertain tax positions is challenging because the evaluation of the technical merits of income tax benefits that qualify for a deduction related to the opioid litigation and investigations requires significant judgment.

*How We  
Addressed the  
Matter in Our  
Audit*

We tested the Company's internal controls that address the risks of material misstatement related to the completeness and presentation and disclosure of the opioid litigation and investigations liability and related uncertain tax position. This included testing controls related to the Company's process for identification, recognition, completeness, and disclosure of the opioid litigation and testing controls related to the Company's process to assess the technical merits of its tax position, including the Company's assessment as to the amount of benefit that is more likely than not to be realized upon ultimate settlement with taxing authorities. For example, we tested controls over management's review of the assessment of the completeness of the opioid litigation and investigations liability and whether a range of possible loss in excess of the amount accrued is reasonably estimable to determine the accuracy of the opioid litigation and investigations liability and the related financial statement disclosures.

To test the Company's opioid litigation and investigations liability, our substantive audit procedures included, among others, testing the completeness of the contingencies subject to evaluation by the Company and evaluating the Company's analysis of its assessment of the probability of outcome for each material legal contingency through inspection of responses to inquiry letters sent to both internal and external legal counsel, discussions with internal general counsel and external legal counsel to confirm our understanding of the allegations and any settlement discussions, inspection of proposed settlement agreements, and obtaining written representations from executives of the Company. We also compared the Company's assessment with its relevant history of similar legal contingencies that have been settled or otherwise resolved to evaluate the consistency of the Company's assessment for unsettled opioid litigation and investigations.

For those legal contingencies for which the Company has determined that a loss is probable and reasonably estimable and is therefore required to be recognized, we evaluated the method of measuring the amounts of the recorded and disclosed contingencies. For those legal contingencies for which the Company has determined that a loss is reasonably possible, and is therefore required to be disclosed, we evaluated the methods for determining whether a range of loss can be estimated and the related disclosures. We assessed the Company's estimate of the amount of the loss, for both contingencies that are probable and reasonably possible, through inspection of responses to inquiry letters sent to both internal and external legal counsel, discussions with internal general counsel and external legal counsel, inspection of proposed settlement agreements and obtaining written representations from executives of the Company. In addition, we evaluated the adequacy of the Company's financial statement disclosures.

To test the uncertain tax position, we involved our tax subject matter professionals in assessing the technical merits and measurement of the Company's tax positions related to the opioid litigation and investigation liability. We examined the Company's analyses and evaluated the underlying facts upon which the tax positions were based. We used our knowledge of historical settlement activity in similar matters involving legal settlements to evaluate the Company's measurement of the uncertain tax position associated with the opioid litigation and investigations. We also evaluated the adequacy of the Company's financial statement disclosures and obtained written representations from executives of the Company related to this income tax matter.

***Goodwill Impairment Evaluation of the PharmaLex Reporting Unit***

*Description of  
the Matter*

At September 30, 2024, the Company's consolidated goodwill balance was \$9,318 million. As discussed in Note 2 to the consolidated financial statements, the Company's goodwill is tested for impairment at least annually, or whenever events or circumstances indicate that the value of goodwill may be impaired. If goodwill is determined to be impaired, an impairment loss is

measured at the amount by which the reporting unit's carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill. The Company performed a quantitative analysis of the PharmaLex reporting unit as of its annual goodwill impairment assessment date of July 1, 2024. Based on the Company's assessment, the estimated fair value of the reporting unit was determined to be less than its carrying value. As a result, a pre-tax goodwill impairment charge of \$418 million was recognized.

Auditing the Company's goodwill impairment assessment for the PharmaLex reporting unit was complex and highly judgmental due to the significant judgments and estimation required by management in determining the fair value of the reporting unit, which is based on assumptions about future market or economic conditions and company-specific qualitative factors whose outcome is uncertain and will therefore be subject to change over time. In particular, the fair value estimate of the reporting unit involves the use of significant unobservable inputs and is sensitive to changes in significant assumptions, such as the revenue growth rate, discount rate and earnings before interest, taxes, depreciation and amortization ("EBITDA") margin.

*How We  
Addressed the  
Matter in Our  
Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's annual goodwill impairment assessment process, which included the PharmaLex reporting unit. For example, we tested controls over management's review of the fair value of the PharmaLex reporting unit including review of the valuation model, the significant assumptions described above, and the completeness and accuracy of the data used in the valuation.

To test the estimated fair value of the PharmaLex reporting unit, we performed audit procedures that included, among others, assessing the methodologies used to develop the estimated fair value, testing the significant assumptions discussed above, and evaluating the completeness and accuracy of the underlying data used by the Company in its analyses. We compared the significant assumptions used by the Company to forecasted industry and economic trends and peer company information. We performed sensitivity analyses of significant assumptions to evaluate the changes in the fair value of the reporting unit that would result from changes in the assumptions. We also involved valuation specialists to assist in our evaluation of the overall methodologies and significant assumptions used in the fair value estimate, including performing a comparative calculation of the discount rate.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1985.  
Philadelphia, Pennsylvania  
November 26, 2024

**CENCORA, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

| (in thousands, except share and per share data)  | September 30,        |                      |
|--|----------------------|----------------------|
|  | 2024                 | 2023                 |
| <b>ASSETS</b>  |                      |                      |
| Current assets:  |                      |                      |
| Cash and cash equivalents  | \$ 3,132,648         | \$ 2,592,051         |
| Accounts receivable, less allowances for returns and credit losses:<br>2024 — \$1,308,018; 2023 — \$1,433,396  | 23,871,815           | 20,911,081           |
| Inventories  | 18,998,833           | 17,454,768           |
| Right to recover assets  | 1,175,871            | 1,314,857            |
| Income tax receivable  | 88,229               | 77,120               |
| Prepaid expenses and other   | 450,417              | 448,949              |
| Total current assets   | 47,717,813           | 42,798,826           |
| Property and equipment, net  | 2,181,410            | 2,135,171            |
| Goodwill   | 9,318,027            | 9,574,117            |
| Other intangible assets  | 4,001,046            | 4,431,783            |
| Deferred income taxes  | 246,348              | 200,667              |
| Other assets   | 3,637,023            | 3,418,182            |
| <b>TOTAL ASSETS</b>  | <b>\$ 67,101,667</b> | <b>\$ 62,558,746</b> |
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>  |                      |                      |
| Current liabilities:   |                      |                      |
| Accounts payable   | \$ 50,942,162        | \$ 45,836,037        |
| Accrued expenses and other   | 2,758,560            | 2,353,817            |
| Short-term debt  | 576,331              | 641,344              |
| Total current liabilities  | 54,277,053           | 48,831,198           |
| Long-term debt   | 3,811,745            | 4,146,113            |
| Accrued income taxes   | 291,796              | 310,676              |
| Deferred income taxes  | 1,643,746            | 1,657,944            |
| Accrued litigation liability   | 4,296,902            | 5,061,795            |
| Other liabilities  | 1,993,683            | 1,884,733            |
| Commitments and contingencies (Note 13)  |                      |                      |
| Stockholders' equity:  |                      |                      |
| Common stock, \$0.01 par value — authorized, issued, and outstanding:<br>2024 — 600,000,000 shares, 296,169,781 shares and 194,943,968 shares;<br>2023 — 600,000,000 shares, 294,822,962 shares and 200,814,804 shares | 2,962                | 2,948                |
| Additional paid-in capital   | 6,030,790            | 5,844,578            |
| Retained earnings  | 5,417,139            | 4,324,187            |
| Accumulated other comprehensive loss   | (989,118)            | (1,402,607)          |
| Treasury stock, at cost: 2024 — 101,225,813 shares; 2023 — 94,008,158 shares   | (9,815,835)          | (8,247,103)          |
| Total Cencora, Inc. stockholders' equity   | 645,938              | 522,003              |
| Noncontrolling interest  | 140,804              | 144,284              |
| Total stockholders' equity   | 786,742              | 666,287              |
| <b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>  | <b>\$ 67,101,667</b> | <b>\$ 62,558,746</b> |

See notes to consolidated financial statements.

**CENCORA, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

| (in thousands, except per share data)                      | Fiscal Year Ended September 30, |                |                |
|--|---------------------------------|----------------|----------------|
|  | 2024                            | 2023           | 2022           |
| Revenue  | \$ 293,958,599                  | \$ 262,173,411 | \$ 238,587,006 |
| Cost of goods sold   | 284,048,570                     | 253,213,918    | 230,290,639    |
| Gross profit   | 9,910,029                       | 8,959,493      | 8,296,367      |
| Operating expenses:  |                                 |                |                |
| Distribution, selling, and administrative                  | 5,661,106                       | 5,309,984      | 4,848,962      |
| Depreciation   | 428,500                         | 410,341        | 386,595        |
| Amortization   | 663,474                         | 553,563        | 307,300        |
| Litigation and opioid-related expenses (credit), net       | 227,070                         | (24,693)       | 123,191        |
| Acquisition-related deal and integration expenses          | 103,001                         | 139,683        | 119,561        |
| Restructuring and other expenses                           | 233,629                         | 229,884        | 63,498         |
| Goodwill impairment  | 418,000                         | —              | 75,936         |
| Asset impairment   | —                               | —              | 4,946          |
| Operating income   | 2,175,249                       | 2,340,731      | 2,366,378      |
| Other loss (income), net                                   | 14,283                          | (49,036)       | (27,352)       |
| Interest expense, net                                      | 156,991                         | 228,931        | 210,673        |
| Income before income taxes                                 | 2,003,975                       | 2,160,836      | 2,183,057      |
| Income tax expense   | 484,702                         | 428,260        | 516,517        |
| Net income   | 1,519,273                       | 1,732,576      | 1,666,540      |
| Net (income) loss attributable to noncontrolling interests | (10,153)                        | 12,717         | 32,280         |
| Net income attributable to Cencora, Inc.                   | \$ 1,509,120                    | \$ 1,745,293   | \$ 1,698,820   |
| Earnings per share:  |                                 |                |                |
| Basic  | \$ 7.60                         | \$ 8.62        | \$ 8.15        |
| Diluted  | \$ 7.53                         | \$ 8.53        | \$ 8.04        |
| Weighted average common shares outstanding:                |                                 |                |                |
| Basic  | 198,503                         | 202,511        | 208,472        |
| Diluted  | 200,284                         | 204,591        | 211,210        |

See notes to consolidated financial statements.

**CENCORA, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

| (in thousands)   | Fiscal Year Ended September 30, |                     |                   |
|--|---------------------------------|---------------------|-------------------|
|  | 2024                            | 2023                | 2022              |
| Net income   | \$ 1,519,273                    | \$ 1,732,576        | \$ 1,666,540      |
| Other comprehensive income (loss):                                   |                                 |                     |                   |
| Foreign currency translation adjustments                             | 405,099                         | 353,439             | (1,426,741)       |
| Other, net   | (272)                           | 33,395              | 4,910             |
| Total other comprehensive income (loss)                              | 404,827                         | 386,834             | (1,421,831)       |
| Total comprehensive income   | 1,924,100                       | 2,119,410           | 244,709           |
| Comprehensive (income) loss attributable to noncontrolling interests | (1,491)                         | 54,246              | 68,583            |
| Comprehensive income attributable to Cencora, Inc.                   | <u>\$ 1,922,609</u>             | <u>\$ 2,173,656</u> | <u>\$ 313,292</u> |

See notes to consolidated financial statements.

**CENCORA, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

| (in thousands, except per share data)                         | Common<br>Stock | Additional<br>Paid-in<br>Capital | Retained<br>Earnings | Accumulated<br>Other<br>Comprehensive<br>Loss | Treasury<br>Stock | Non-controlling<br>Interests | Total       |
|---|-----------------|----------------------------------|----------------------|---|-------------------|------------------------------|-------------|
| September 30, 2021  | \$ 2,907        | \$ 5,465,104                     | \$ 1,670,513         | \$ (445,442)                                  | \$ (6,469,728)    | \$ 361,057                   | \$ 584,411  |
| Net income (loss)   | —               | —                                | 1,698,820            | —   | —                 | (32,280)                     | 1,666,540   |
| Other comprehensive loss                                      | —               | —                                | —                    | (1,385,528)                                   | —                 | (36,303)                     | (1,421,831) |
| Cash dividends, \$1.84 per share                              | —               | —                                | (391,687)            | —   | —                 | —                            | (391,687)   |
| Exercises of stock options                                    | 10              | 93,902                           | —                    | —   | —                 | —                            | 93,912      |
| Share-based compensation expense                              | —               | 93,400                           | —                    | —   | —                 | —                            | 93,400      |
| Purchases of common stock                                     | —               | —                                | —                    | —   | (512,091)         | —                            | (512,091)   |
| Employee tax withholdings related to restricted share vesting | —               | —                                | —                    | —   | (38,076)          | —                            | (38,076)    |
| Divestiture of business                                       | —               | —                                | —                    | —   | —                 | (3,544)                      | (3,544)     |
| Other, net  | 10              | 6,327                            | —                    | —   | —                 | (6,098)                      | 239         |
| September 30, 2022  | 2,927           | 5,658,733                        | 2,977,646            | (1,830,970)                                   | (7,019,895)       | 282,832                      | 71,273      |
| Net income (loss)   | —               | —                                | 1,745,293            | —   | —                 | (12,717)                     | 1,732,576   |
| Other comprehensive income (loss)                             | —               | —                                | —                    | 428,363                                       | —                 | (41,529)                     | 386,834     |
| Cash dividends, \$1.94 per share                              | —               | —                                | (398,752)            | —   | —                 | —                            | (398,752)   |
| Exercises of stock options                                    | 8               | 61,144                           | —                    | —   | —                 | —                            | 61,152      |
| Share-based compensation expense                              | —               | 124,624                          | —                    | —   | —                 | —                            | 124,624     |
| Purchases of common stock                                     | —               | —                                | —                    | —   | (1,155,929)       | —                            | (1,155,929) |
| Employee tax withholdings related to restricted share vesting | —               | —                                | —                    | —   | (71,279)          | —                            | (71,279)    |
| Divestiture of business                                       | —               | —                                | —                    | —   | —                 | (76,957)                     | (76,957)    |
| Other, net  | 13              | 77                               | —                    | —   | —                 | (7,345)                      | (7,255)     |
| September 30, 2023  | 2,948           | 5,844,578                        | 4,324,187            | (1,402,607)                                   | (8,247,103)       | 144,284                      | 666,287     |
| Net income  | —               | —                                | 1,509,120            | —   | —                 | 10,153                       | 1,519,273   |
| Other comprehensive income (loss)                             | —               | —                                | —                    | 413,489                                       | —                 | (8,662)                      | 404,827     |
| Cash dividends, \$2.04 per share                              | —               | —                                | (416,168)            | —   | —                 | —                            | (416,168)   |
| Exercises of stock options                                    | 4               | 37,836                           | —                    | —   | —                 | —                            | 37,840      |
| Share-based compensation expense                              | —               | 147,998                          | —                    | —   | —                 | —                            | 147,998     |
| Purchases of common stock                                     | —               | —                                | —                    | —   | (1,505,232)       | —                            | (1,505,232) |
| Employee tax withholdings related to restricted share vesting | —               | —                                | —                    | —   | (63,500)          | —                            | (63,500)    |
| Other, net  | 10              | 378                              | —                    | —   | —                 | (4,971)                      | (4,583)     |
| September 30, 2024  | \$ 2,962        | \$ 6,030,790                     | \$ 5,417,139         | \$ (989,118)                                  | \$ (9,815,835)    | \$ 140,804                   | \$ 786,742  |

See notes to consolidated financial statements.

**CENCORA, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOW**

| (in thousands)   | Fiscal Year Ended September 30, |                     |                     |
|--|---------------------------------|---------------------|---------------------|
|  | 2024                            | 2023                | 2022                |
| <b>OPERATING ACTIVITIES</b>  |                                 |                     |                     |
| Net income   | \$ 1,519,273                    | \$ 1,732,576        | \$ 1,666,540        |
| Adjustments to reconcile net income to net cash provided by operating activities:  |                                 |                     |                     |
| Depreciation, including amounts charged to cost of goods sold  | 448,200                         | 418,830             | 390,643             |
| Amortization, including amounts charged to interest expense  | 670,642                         | 562,018             | 319,192             |
| Provision for credit losses  | 40,834                          | 54,389              | 26,053              |
| (Benefit) provision for deferred income taxes  | (102,324)                       | (118,864)           | 196,184             |
| Share-based compensation expense   | 147,998                         | 124,624             | 93,400              |
| LIFO (credit) expense  | (52,168)                        | 204,595             | 67,171              |
| Impairment of assets, including goodwill   | 418,000                         | —                   | 80,882              |
| Gain on divestiture of businesses  | —                               | (40,665)            | (56,228)            |
| Turkey highly inflationary impact  | 55,309                          | 95,938              | 51,966              |
| Loss (gain) on remeasurement of equity investments   | 16,201                          | (242)               | (4,834)             |
| Other, net   | 24,032                          | 3,593               | 11,781              |
| Changes in operating assets and liabilities, excluding the effects of acquisitions and divestitures:                             |                                 |                     |                     |
| Accounts receivable  | (2,784,339)                     | (2,711,786)         | (1,659,525)         |
| Inventories  | (1,479,599)                     | (2,183,368)         | (665,370)           |
| Income tax receivable  | (11,109)                        | 102,201             | 49,307              |
| Prepaid expenses and other assets  | 167,781                         | 109,041             | 102,708             |
| Accounts payable   | 4,968,093                       | 6,103,451           | 3,320,725           |
| Accrued expenses   | 148,533                         | 51,112              | (457,233)           |
| Income taxes payable and other liabilities   | (204,517)                       | (196,146)           | (330,079)           |
| Long-term accrued litigation liability   | (506,155)                       | (399,963)           | (500,195)           |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>   | <b>3,484,685</b>                | <b>3,911,334</b>    | <b>2,703,088</b>    |
| <b>INVESTING ACTIVITIES</b>  |                                 |                     |                     |
| Capital expenditures   | (487,173)                       | (458,359)           | (496,318)           |
| Cost of acquired companies, net of cash acquired   | (69,771)                        | (1,409,835)         | (133,814)           |
| Cost of equity investments   | (30,430)                        | (743,275)           | (18,491)            |
| Non-customer note receivable   | (50,000)                        | —                   | —                   |
| Proceeds from divestiture of businesses  | —                               | —                   | 272,586             |
| Other, net   | 19,278                          | 9,004               | 7,600               |
| <b>NET CASH USED IN INVESTING ACTIVITIES</b>   | <b>(618,096)</b>                | <b>(2,602,465)</b>  | <b>(368,437)</b>    |
| <b>FINANCING ACTIVITIES</b>  |                                 |                     |                     |
| Senior notes and other loan borrowings   | 688,321                         | 157,547             | 155,189             |
| Senior notes and other loan repayments   | (662,525)                       | (811,353)           | (1,238,954)         |
| Borrowings under revolving and securitization credit facilities  | 69,703,045                      | 78,218,439          | 4,832,605           |
| Repayments under revolving and securitization credit facilities  | (70,114,293)                    | (78,187,891)        | (4,671,943)         |
| Purchases of common stock  | (1,491,367)                     | (1,180,728)         | (483,704)           |
| Exercises of stock options   | 37,840                          | 61,152              | 93,912              |
| Cash dividends on common stock   | (416,168)                       | (398,752)           | (391,687)           |
| Employee tax withholdings related to restricted share vesting  | (63,500)                        | (71,279)            | (38,076)            |
| Other, net   | (12,347)                        | (9,413)             | (10,122)            |
| <b>NET CASH USED IN FINANCING ACTIVITIES</b>   | <b>(2,330,994)</b>              | <b>(2,222,278)</b>  | <b>(1,752,780)</b>  |
| <b>EFFECT OF EXCHANGE RATE CHANGES ON CASH, CASH EQUIVALENTS, AND RESTRICTED CASH</b>  | <b>9,396</b>                    | <b>72,759</b>       | <b>(57,850)</b>     |
| <b>INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, INCLUDING CASH CLASSIFIED WITHIN ASSETS HELD FOR SALE</b> | <b>544,991</b>                  | <b>(840,650)</b>    | <b>524,021</b>      |
| <b>LESS: INCREASE IN CASH CLASSIFIED WITHIN ASSETS HELD FOR SALE</b>   | <b>—</b>                        | <b>—</b>            | <b>(610)</b>        |
| <b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>  | <b>544,991</b>                  | <b>(840,650)</b>    | <b>523,411</b>      |
| Cash, cash equivalents, and restricted cash at beginning of year   | 2,752,889                       | 3,593,539           | 3,070,128           |
| <b>CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF YEAR</b>  | <b>\$ 3,297,880</b>             | <b>\$ 2,752,889</b> | <b>\$ 3,593,539</b> |

See notes to consolidated financial statements.

**CENCORA, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2024**

**Note 1. Summary of Significant Accounting Policies**

Cencora, Inc. and its subsidiaries, including a less-than-wholly-owned subsidiary in which Cencora, Inc. has a controlling financial interest (the "Company"), is one of the largest global pharmaceutical sourcing and distribution services companies, helping both healthcare providers and pharmaceutical and biotech manufacturers improve patient access to products and enhance patient care. The Company delivers innovative programs and services designed to improve the effectiveness and efficiency of the pharmaceutical supply chain in both human and animal health.

***Basis of Presentation***

The accompanying financial statements present the consolidated financial position, results of operations, and cash flows of the Company as of the dates and for the periods indicated. All significant intercompany accounts and transactions have been eliminated in consolidation.

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect amounts reported in the financial statements and accompanying notes. Actual amounts could differ from these estimated amounts due to uncertainties inherent in such estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness.

***Recently Adopted Accounting Pronouncements***

As of September 30, 2024, there were no recently-adopted accounting standards that had a material impact on the Company's financial position, results of operations, cash flows, or notes to the financial statements upon their adoption.

***Recently Issued Accounting Pronouncements Not Yet Adopted***

In November 2023, the Financial Accounting Standards Board ("FASB") issued ASU No. 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07")." ASU 2023-07 requires public entities to disclose significant segment expenses on an annual and interim basis and to provide in interim periods all disclosures about a reportable segment's profit or loss that are currently required annually. ASU 2023-07 is effective for annual periods beginning after December 15, 2023 and interim periods beginning after December 15, 2024. Early adoption is permitted. The guidance should be applied retrospectively to all periods presented in the financial statements. The Company is currently evaluating the impact of adopting this new accounting guidance.

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09")." ASU 2023-09 requires entities to provide additional information in their tax rate reconciliation and additional disclosures about income taxes paid by jurisdiction. ASU 2023-09 is effective for annual reporting periods beginning after December 15, 2024, with early adoption permitted. The guidance should be applied prospectively, but entities have the option to apply it retrospectively for each period presented. The Company is currently evaluating the impact of adopting this new accounting guidance.

***Business Combinations***

The assets acquired and liabilities assumed from an acquired business are recorded at estimated fair value, with the residual of the purchase price recorded as goodwill. The results of operations of an acquired businesses are included in the Company's operating results from the date of acquisition.

***Cash, Cash Equivalents, and Restricted Cash***

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents. The carrying value of cash equivalents approximates fair value.

The Company is required to maintain certain cash deposits with banks mainly consisting of deposits restricted under contractual agency agreements and cash restricted by law and other obligations, including opioid-related legal settlements.

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The following represents a reconciliation of cash and cash equivalents in the Consolidated Balance Sheets to cash, cash equivalents, and restricted cash in the Consolidated Statements of Cash Flows:

| (amounts in thousands)                                   | September 30,       |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|
|  | 2024                | 2023                | 2022                | 2021                |
| Cash and cash equivalents                                | \$ 3,132,648        | \$ 2,592,051        | \$ 3,388,189        | \$ 2,547,142        |
| Restricted cash (included in Prepaid Expenses and Other) | 98,596              | 97,722              | 144,980             | 462,986             |
| Restricted cash (included in Other Assets)               | 66,636              | 63,116              | 60,370              | 60,000              |
| <b>Cash, cash equivalents, and restricted cash</b>       | <b>\$ 3,297,880</b> | <b>\$ 2,752,889</b> | <b>\$ 3,593,539</b> | <b>\$ 3,070,128</b> |

#### *Concentrations of Credit Risk and Allowance for Credit Losses*

The Company has sales to a significant number of customers in the healthcare industry that include institutional and retail healthcare providers. Institutional healthcare providers include acute care hospitals, health systems, mail order pharmacies, long-term care and other alternate care pharmacies and providers of pharmacy services to such facilities, and physician offices. Retail healthcare providers include national and regional retail drugstore chains, independent community pharmacies, pharmacy departments of supermarkets and mass merchandisers, and veterinarians. The financial condition of the Company's customers can be affected by changes in government reimbursement policies as well as by other economic pressures in the healthcare industry.

The Company's trade accounts receivables are exposed to credit risk. Revenue from the various agreements and arrangements with the Company's largest customer in fiscal 2024, Walgreens Boots Alliance, Inc. ("WBA"), accounted for approximately 26% of revenue and represented approximately 37% of accounts receivable, net of incentives, as of September 30, 2024. Evernorth Health Services (formerly Express Scripts, Inc.), the Company's second largest customer in fiscal 2024, accounted for approximately 13% of revenue and represented approximately 5% of accounts receivable as of September 30, 2024. The Company generally does not require collateral for trade receivables. The Company evaluates its receivables for risk of loss by grouping its receivables with similar risk characteristics. Expected losses are determined based on a combination of historical loss trends, current economic conditions, and forward-looking risk factors. Changes in these factors, among others, may lead to adjustments in the Company's allowance for credit losses. The calculation of the required allowance requires judgment by Company management as to the impact of those and other factors on the ultimate realization of its trade receivables. The Company performs ongoing credit evaluations of its customers' financial condition and maintains reserves for expected credit losses for specific credit problems when they arise. There were no significant changes to this process during fiscal 2024, 2023, and 2022, and bad debt expense was computed in a consistent manner during these periods.

The Company maintains cash, cash equivalents, and restricted cash with several financial institutions. Deposits held with banks may exceed the amount of insurance provided on such deposits. These deposits may be redeemed upon demand and are maintained with financial institutions with reputable credit and, therefore, bear minimal credit risk. The Company seeks to mitigate such risks by monitoring the risk profiles of these counterparties. The Company also seeks to mitigate risk by monitoring the investment strategy of money market accounts in which it is invested, which are classified as cash equivalents.

#### *Contingencies*

*Loss Contingencies:* In the ordinary course of its business, the Company becomes involved in lawsuits, administrative proceedings, government subpoenas, government investigations, stockholder demands, and other disputes, including antitrust, commercial, product liability, intellectual property, regulatory, employment discrimination, and other matters. Significant damages or penalties may be sought from the Company in some matters, and some matters may require years for the Company to resolve. The Company records a liability when it is both probable that a loss has been incurred and the amount can be reasonably estimated. The Company also performs an assessment of the materiality of loss contingencies where a loss is either not probable or it is reasonably possible that a loss could be incurred in excess of amounts accrued. If a loss or an additional loss has at least a reasonable possibility of occurring and the impact on the financial statements would be material, the Company provides disclosure of the loss contingency in the notes to its financial statements. The Company reviews all contingencies at least quarterly to determine whether the likelihood of loss has changed and to assess whether a reasonable estimate of the loss or the range of the loss can be made. Among the loss contingencies that the Company considered in accordance with the foregoing in connection with the preparation of the accompanying financial statements were the opioid matters described in Note 13.

*Gain Contingencies:* The Company records gain contingencies when they are realized. Gains from antitrust litigation settlements are realized upon the receipt of cash and recorded as a reduction to cost of goods sold because they represent a

recovery of amounts historically paid to manufacturers to originally acquire the pharmaceuticals that were the subject of the antitrust litigation settlements (see Note 14).

#### ***Derivative Financial Instruments***

The Company utilizes derivative financial instruments to manage exposures to foreign currency. The Company records all derivative financial instruments on the balance sheet at fair value and complies with established criteria for designation and effectiveness of hedging relationships. The Company's policy prohibits it from entering into derivative financial instruments for speculative or trading purposes.

#### ***Foreign Currency***

When the functional currency of the Company's foreign operations is the applicable local currency, assets and liabilities are translated into U.S. dollars using the current exchange rates in effect at the balance sheet date, while revenues and expenses are translated at the weighted average exchange rates for the period. The resulting asset and liability translation adjustments are recorded as a component of Accumulated Other Comprehensive Loss within Stockholders' Equity.

During the quarter ended March 31, 2022, Turkey became a highly inflationary economy, as defined under U.S. GAAP. As a result, effective April 1, 2022, and until such time as the applicable economy is no longer considered highly inflationary, Turkish Lira-denominated assets and liabilities are remeasured using the Company's reporting currency in accordance with ASC 830, "Foreign Currency Matters." Turkish Lira denominated monetary assets and liabilities (primarily cash, accounts receivables, and accounts payables) are remeasured at each balance sheet date using the currency exchange rate then in effect, with currency remeasurement gains and losses recognized in Other Income in the Statement of Operations. Turkish Lira-denominated nonmonetary assets and liabilities (primarily inventories, goodwill, and other intangible assets) are translated at the currency exchange rate in effect prior to highly inflation accounting commencement or at the exchange rate in effect at their date of acquisition if subsequent to April 1, 2022. As such, nonmonetary assets and liabilities retain a higher historical basis when currencies are devalued. This higher historical basis results in incremental expense being recognized when nonmonetary assets are consumed (i.e., sale of inventory). During fiscal 2024, 2023, and 2022, the Company recorded incremental expenses of \$54.1 million, \$87.0 million, and \$40.0 million, respectively, in Cost of Goods Sold related to the consumption of inventory and expenses of \$1.2 million, \$9.0 million, and \$11.9 million, respectively, within Other Loss (Income), Net related to the currency remeasurement of monetary assets and liabilities.

#### ***Goodwill and Other Intangible Assets***

Goodwill arises from acquisitions or consolidations of specific operating companies and is assigned to the reporting unit in which a particular operating company resides. The Company identifies its reporting units based upon the Company's management reporting structure, beginning with its operating segments. The Company aggregates two or more components within an operating segment that have similar economic characteristics. The Company evaluates whether the components within its operating segments have similar economic characteristics, which include the similarity of long-term gross margins, the nature of the components' products, services, and production processes, the types of customers and the methods by which products or services are delivered to customers, and the components' regulatory environment. As of September 30, 2024, the Company's reporting units include U.S. Pharmaceutical Distribution Services, U.S. Consulting Services, MWI Animal Health, Alliance Healthcare, Innomar, World Courier, PharmaLex, and Profarma.

Goodwill and other intangible assets with indefinite lives, such as certain trademarks and trade names, are not amortized; rather, they are tested for impairment at least annually. For the purpose of these impairment tests, the Company can elect to perform a qualitative assessment to determine if it is more likely than not that the fair values of its reporting units and indefinite-lived intangible assets are less than the respective carrying values of those reporting units and indefinite-lived intangible assets, respectively. Such qualitative factors can include, among others, industry and market conditions, overall financial performance, and relevant entity-specific events. If the Company concludes based on its qualitative assessment that it is more likely than not that the fair value of a reporting unit is less than its carrying value, it performs a quantitative analysis. The Company elected to perform quantitative impairment assessments of goodwill for all its reporting units in fiscal 2024, 2023, and 2022 with the exception of its PharmaLex reporting unit in fiscal 2023 since it was acquired in fiscal 2023. The Company elected to perform qualitative impairment assessments of indefinite-lived intangible assets in fiscal 2024 and fiscal 2023 and a quantitative impairment assessment of indefinite-lived intangible assets in fiscal 2022.

The quantitative goodwill impairment test requires the Company to compare the carrying value of the reporting unit's net assets to the fair value of the reporting unit. If the fair value exceeds the carrying value, no further evaluation is required, and no impairment loss is recognized. If the carrying amount exceeds the fair value, the difference between the carrying value and the fair value is recorded as an impairment loss, the amount of which may not exceed the total amount of goodwill allocated to the reporting unit.

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When performing a quantitative impairment assessment, the Company utilizes an income approach or a weighted average of an income and market approach to value its reporting units. The income approach relies on a discounted cash flow analysis, which considers forecasted cash flows discounted at an appropriate discount rate, to determine the fair value of each reporting unit. The Company generally believes that market participants would use a discounted cash flow analysis to determine the fair value of the Company's reporting units in a sale transaction. The annual goodwill impairment test requires the Company to make several assumptions and estimates concerning future levels of revenue growth, earnings before interest, taxes, depreciation and amortization ("EBITDA"), EBITDA margins, capital expenditures, and working capital requirements, which are based upon the Company's long-range plan. The discount rate is an estimate of the overall after-tax rate of return required by a market participant whose weighted average cost of capital includes both debt and equity, including a risk premium. While the Company uses the best available information to prepare its forecasted cash flows and discount rate assumptions, actual future cash flows and/or market conditions could differ significantly resulting in future impairment charges related to recorded goodwill balances. While there are always changes in assumptions to reflect changing business and market conditions, the Company's overall methodology and the population of assumptions used have remained unchanged.

The quantitative impairment assessment for indefinite-lived intangibles other than goodwill (certain trademarks and trade names) consists of a comparison of the fair value of the indefinite-lived intangible asset to the carrying value of the asset as of the impairment testing date. The Company estimates the fair value of its indefinite-lived intangibles using the relief from royalty method, which is a widely used valuation technique for such assets. The fair value derived from the relief from royalty method is measured as the discounted cash flow savings realized from owning such indefinite-lived trademarks and trade names and not having to pay a royalty for their use.

The Company completed its required annual impairment assessments relating to goodwill and indefinite-lived intangible assets in fiscal 2024, 2023, and 2022 and, as a result, recorded a \$418.0 million goodwill impairment in its PharmaLex reporting unit in fiscal 2024 (see Note 5) and a \$75.9 million goodwill impairment in its Profarma reporting unit in fiscal 2022. No goodwill impairments were recorded in fiscal 2023 and no indefinite-lived intangible asset impairments were recorded in fiscal 2024, 2023, or 2022.

Finite-lived intangible assets are amortized using the straight-line method over the estimated useful lives of the assets. The Company performs a recoverability assessment of its long-lived assets when impairment indicators are present. The Company performed a recoverability assessment of PharmaLex's long-lived asset group as of July 1, 2024, and it was determined to be recoverable.

#### ***Income Taxes***

The Company accounts for income taxes using a method that requires recognition of deferred tax assets and liabilities for expected future tax consequences of temporary differences that currently exist between tax bases and financial reporting bases of the Company's assets and liabilities (commonly known as the asset and liability method). In assessing the need to establish a valuation allowance on deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, including settlements with tax authorities or resolutions of any related appeals or litigation processes, based upon the technical merits of the position. Tax benefits associated with uncertain tax positions that have met the recognition criteria are measured and recorded based upon the highest probable outcome that is more than 50% likely to be realized after full disclosure and resolution of a tax examination.

#### ***Inventories***

Inventories are stated at the lower of cost or market. Cost for approximately 65% and 66% of the Company's inventories as of September 30, 2024 and 2023, respectively, has been determined using the last-in, first-out ("LIFO") method. If the Company had used the first-in, first-out method of inventory valuation, which approximates current replacement cost, inventories would have been approximately \$1,535.8 million and \$1,588.0 million higher than the amounts reported as of September 30, 2024 and 2023, respectively. The Company recorded a LIFO credit of \$52.2 million in fiscal 2024 and LIFO expense of \$204.6 million and \$67.2 million in fiscal 2023 and 2022, respectively. The annual LIFO provision is affected by manufacturer pricing practices, which may be impacted by market and other external influences, changes in inventory quantities, and product mix, many of which are difficult to predict. Changes to any of the above factors can have a material impact to the Company's annual LIFO provision. Cost for the Company's inventory that is not determined using the LIFO method is stated at the lower of cost or market using the first-in, first-out method or moving average price method.

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### ***Investments***

The Company first evaluates its investments in accordance with the variable interest model to determine whether it has a controlling financial interest in an investment. This evaluation is made as of the date on which the Company makes its initial investment, and subsequent evaluations are made if the structure of the investment changes. If it has determined that an investment is a variable interest entity ("VIE"), the Company evaluates whether the VIE is required to be consolidated. When the Company holds rights that give it the power to direct the activities of an entity that most significantly impact the entity's economic performance, combined with the obligation to absorb an entity's losses and the right to receive benefits, the Company consolidates a VIE. If it is determined that an investment is not a VIE, the Company then evaluates its investments under the voting interest model and generally consolidates investments in which it holds an ownership interest of greater than 50%. When the Company consolidates less-than-wholly-owned subsidiaries, it records its noncontrolling interest in its consolidated financial statements.

For equity securities without a readily determinable fair value, the Company uses the fair value measurement alternative and measures the securities at cost less impairment, if any, including adjustments for observable price changes in orderly transactions for an identical or similar investment of the same issuer. For investments in which the Company can exercise significant influence but does not control, it uses the equity method of accounting. The Company's share of earnings and losses of its investments is recorded in Other Income in the Consolidated Statements of Operations. The Company monitors its investments for impairment by considering factors such as the operating performance of the investment and current economic and market conditions.

### ***Leases***

At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease based on the facts and circumstances present. Leases are classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. At the lease commencement date, operating and finance lease liabilities and their corresponding right-of-use ("ROU") assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable and, as such, the Company uses its incremental borrowing rate to discount the lease liabilities, which is the rate incurred to borrow on a collateralized basis over a similar term in a similar economic environment. Certain adjustments to the ROU asset may be required for items such as incentives received. The Company does not recognize on the balance sheet leases with terms of one year or less.

The Company has operating leases that are primarily comprised of buildings, office equipment, distribution center equipment, and vehicles. Some of the Company's leases include options to extend or early terminate the lease, which are included in the lease term when it is reasonably certain to exercise and there is a significant economic incentive to exercise that option. Certain lease agreements contain provisions for future rent increases. Lease payments included in the measurement of the lease liability comprise fixed payments. The Company combines lease and non-lease components as a single component. Operating lease cost is recognized over the expected lease term on a straight-line basis and is recorded in Distribution, Selling, and Administrative in the Company's Consolidated Statements of Operations. Variable lease payments, which are primarily comprised of maintenance, taxes, and other payments based on usage, are recognized when the expense is incurred. The Company's leases do not contain residual value guarantees.

### ***Manufacturer Incentives***

The Company considers fees and other incentives received from its suppliers relating to the purchase and distribution of inventory to represent product discounts, and, as a result, they are recognized within cost of goods sold upon the sale of the related inventory.

### ***Property and Equipment***

Property and equipment are stated at cost and depreciated using the straight-line method over the estimated useful lives of the assets, which range from 3 to 40 years for buildings and improvements and from 3 to 10 years for machinery, equipment, and other. The costs of repairs and maintenance are charged to expense as incurred.

The Company capitalizes project costs relating to computer software developed or obtained for internal use when the activities related to the project reach the application development stage. Costs that are associated with preliminary stage activities, training, maintenance, and all other post-implementation stage activities are expensed as they are incurred. Software development costs are depreciated using the straight-line method over the estimated useful lives, which range from 3 to 10 years.

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The following table summarizes the Company's property and equipment balances for the periods indicated:

| (in thousands)                   | September 30, |              |
|----------------------------------|---------------|--------------|
|                                  | 2024          | 2023         |
| Property and equipment, at cost: |               |              |
| Land                             | \$ 117,128    | \$ 116,465   |
| Buildings and improvements       | 893,694       | 836,175      |
| Machinery, equipment, and other  | 4,204,268     | 3,786,449    |
| Total property and equipment     | 5,215,090     | 4,739,089    |
| Less accumulated depreciation    | (3,033,680)   | (2,603,918)  |
| Property and equipment, net      | \$ 2,181,410  | \$ 2,135,171 |

#### ***Revenue Recognition***

The Company's revenues are primarily generated from the distribution of pharmaceutical products. The Company also generates revenues from global commercialization services, which include clinical trial support, post-approval and commercialization support, and global specialty transportation and logistics for the biopharmaceutical industry. See Note 15 for the Company's disaggregated revenue.

The Company recognizes revenue related to the distribution of products at a point in time when title and control transfers to customers and there is no further obligation to provide services related to such products. Service revenue is recognized over the period that services are provided to the customer. The Company is generally the principal in a transaction; therefore, revenue is primarily recorded on a gross basis. When the Company is the principal in a transaction, it has determined that it controls the ability to direct the use of the product or service prior to the transfer to a customer, it is primarily responsible for fulfilling the promise to provide the product or service to its customer, it has discretion in establishing pricing, and it controls the relationship with the customer. Revenue is recognized at the amount of consideration expected to be received. For the distribution business, revenue is primarily generated from a contract related to a confirmed purchase order with a customer in a distribution arrangement and is net of estimated sales returns and allowances, other customer incentives, and sales tax.

When the Company is the agent in a transaction, the fee received from a manufacturer customer is recognized within revenue as the service is performed.

The Company's customer sales return policy generally allows customers to return products only if the products can be resold at full value or returned to suppliers for full credit. The Company records an accrual for estimated customer sales returns at the time of sale to the customer based upon historical return trends. As of September 30, 2024 and 2023, the Company's accrual for estimated customer sales returns was \$1,175.9 million and \$1,314.9 million, respectively.

#### ***Share-Based Compensation***

The Company accounts for the compensation cost of all share-based payments at fair value. The fair value of restricted stock units and performance stock units is based upon the grant date market price of the Company's common stock.

Share-based compensation expense is recognized over the requisite service period within Distribution, Selling, and Administrative in the Consolidated Statements of Operations to correspond with the same line item as the cash compensation paid to employees. Compensation expense associated with nonvested performance stock units is dependent upon the Company's periodic assessment of the probability of the targets being achieved and its estimate of the number of shares that will ultimately be issued.

The income tax effects of awards are recognized when the awards vest or are settled and are recognized in Income Tax Expense in the Company's Consolidated Statements of Operations.

#### ***Shipping and Handling Costs***

Shipping and handling costs include all costs to warehouse, pick, pack, and deliver inventory to customers. These costs, which were \$1,265.7 million, \$1,200.0 million, and \$1,040.8 million for fiscal 2024, 2023, and 2022, respectively, are included in Distribution, Selling, and Administrative in the Company's Consolidated Statements of Operations.

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### ***Supplier Reserves***

The Company establishes reserves against amounts due from its suppliers relating to various price and rebate incentives, including deductions or billings taken against payments otherwise due to them from the Company. These reserve estimates are established based upon the judgment of Company management after carefully considering the status of current outstanding claims, historical experience with the suppliers, the specific incentive programs, and any other pertinent information available to the Company. The Company evaluates the amounts due from its suppliers on a continual basis and adjusts the reserve estimates when appropriate based upon changes in factual circumstances. The ultimate outcome of any outstanding claim may be different than the Company's estimate.

## **Note 2. Acquisition and Equity Method Investment**

### ***PharmaLex Acquisition***

The Company acquired and assumed control of PharmaLex Holding GmbH ("PharmaLex") effective January 1, 2023 for \$1.473 billion, subject to customary adjustments, including a \$29.3 million cash holdback. PharmaLex is a leading provider of specialized services for the life sciences industry. PharmaLex's services include regulatory affairs, development consulting and scientific affairs, pharmacovigilance, and quality management and compliance. PharmaLex is headquartered in Germany and operates in over 30 countries. The acquisition advances the Company's role as a partner of choice for biopharmaceutical partners across the pharmaceutical development and commercialization journey. PharmaLex is a component of the Company's International Healthcare Solutions reportable segment.

The Company completed the purchase price allocations as of December 31, 2023. The purchase price was allocated to the underlying assets acquired, including \$37.4 million of cash and cash equivalents, and liabilities assumed based upon their estimated fair values as of the date of the acquisition.

The purchase price exceeded the current estimated fair value of the net tangible and intangible assets acquired by \$1,010.2 million, which was allocated to goodwill. Goodwill resulting from this acquisition is not deductible for income tax purposes.

The estimated fair value of the intangible assets acquired of \$558.9 million, and the estimated useful lives are as follows:

| <b>(in thousands, except useful lives)</b> | <b>Fair Value</b> | <b>Useful Lives</b> |
|--|-------------------|---------------------|
| Customer relationships                     | \$ 522,634        | 12                  |
| Trade names                                | 30,931            | 5                   |
| Software technology                        | 5,333             | 6                   |
| Total                                      | <u>\$ 558,898</u> |                     |

The Company established an estimated deferred tax liability of \$146.0 million primarily in connection with the intangible assets acquired.

### ***Investment in OneOncology***

In June 2023, the Company and TPG, a global alternative asset management firm, acquired OneOncology, LLC ("OneOncology"), a network of leading oncology practices. Including all direct transaction costs, the Company invested \$718.4 million (representing 34.9%) in a joint venture formed to acquire OneOncology for approximately \$2.1 billion, and TPG acquired the majority interest in the joint venture. The Company accounts for its interest in the joint venture as an equity method investment, which is included in Other Assets on its Consolidated Balance Sheet.

Beginning on the third anniversary of the closing of the joint venture's acquisition of OneOncology and ending on the day before the fourth anniversary of that closing, TPG will have a put option under which TPG may require the Company to purchase all of the other interests in the joint venture, including TPG's interest, at a price equal to 19 times OneOncology's adjusted earnings before interest, taxes, depreciation and amortization for the most recently ended 12-month period prior to TPG's exercise of the put option, all of which is subject to various other adjustments and qualifications. In addition, on the date that is the third anniversary of the closing and again beginning on the fourth anniversary of the closing and ending on the day before the fifth anniversary of the closing, the Company will have a call option to purchase all of the other interests in the joint venture, including TPG's, also at the price set forth above. The fair value of the net put option, which is a Level 3 measurement, was determined using a Monte Carlo simulation, which relies on assumptions, including cash flow projections, risk-free rates, volatility, and details specific to the put and call options. The Company recorded the net fair value of the net put option of \$872.9 million, which is recorded within Other Liabilities with a corresponding offset in Other Assets in the Company's

Consolidated Balance Sheets. Given the Company has elected to not mark the net put option to market, the fair value of the net put option at the time of the investment will remain on the balance sheet until its final resolution.

Upon the joint venture's acquisition of OneOncology, it was determined that there was a \$625.2 million difference between the carrying value of the Company's investment in OneOncology and its underlying equity in net assets, which has been allocated to intangible assets of \$305.6 million, a related deferred tax liability of \$20.5 million, and goodwill of \$340.0 million. The intangible assets and related deferred tax liability are being amortized over a weighted-average life of 23 years.

**Note 3. Variable Interest Entity**

The Company has substantial governance rights that allow it to direct the activities that significantly impact Profarma's economic performance. As such, the Company consolidates the operating results of Profarma in its consolidated financial statements. The Company is not obligated to provide future financial support to Profarma.

The following assets and liabilities of Profarma are included in the Company's Consolidated Balance Sheet for the periods indicated:

| (in thousands)              | September 30, |            |
|-----------------------------|---------------|------------|
|                             | 2024          | 2023       |
| Cash and cash equivalents   | \$ 58,082     | \$ 33,256  |
| Accounts receivables, net   | 236,930       | 253,419    |
| Inventories                 | 259,299       | 255,801    |
| Prepaid expenses and other  | 68,612        | 63,327     |
| Property and equipment, net | 49,869        | 42,759     |
| Other intangible assets     | 58,116        | 62,384     |
| Other long-term assets      | 83,765        | 77,889     |
| Total assets                | \$ 814,673    | \$ 788,835 |
| Accounts payable            | \$ 307,201    | \$ 300,875 |
| Accrued expenses and other  | 56,597        | 56,280     |
| Short-term debt             | 76,308        | 73,650     |
| Long-term debt              | 91,246        | 74,132     |
| Deferred income taxes       | 19,227        | 22,701     |
| Other long-term liabilities | 61,690        | 54,691     |
| Total liabilities           | \$ 612,269    | \$ 582,329 |

Profarma's assets can only be used to settle its obligations, and its creditors do not have recourse to the general credit of the Company.

**Note 4. Income Taxes**
**Income Before Income Taxes**

The following table summarizes the Company's income before income taxes for the periods indicated:

| (in thousands) | Fiscal Year Ended September 30, |                     |                     |
|----------------|---------------------------------|---------------------|---------------------|
|                | 2024                            | 2023                | 2022                |
| Domestic       | \$ 1,288,983                    | \$ 1,418,457        | \$ 1,351,696        |
| Foreign        | 714,992                         | 742,379             | 831,361             |
| Total          | <u>\$ 2,003,975</u>             | <u>\$ 2,160,836</u> | <u>\$ 2,183,057</u> |

**Income Tax Expense**

The components of the Company's consolidated income tax expense are summarized in the following table for the periods indicated:

| (in thousands)                     | Fiscal Year Ended September 30, |                   |                   |
|------------------------------------|---------------------------------|-------------------|-------------------|
|                                    | 2024                            | 2023              | 2022              |
| Current provision:                 |                                 |                   |                   |
| Federal                            | \$ 309,380                      | \$ 259,126        | \$ 126,969        |
| State and local                    | 80,040                          | 42,933            | 39,282            |
| Foreign                            | 197,606                         | 245,065           | 154,082           |
| Total current provision            | <u>587,026</u>                  | <u>547,124</u>    | <u>320,333</u>    |
| Deferred (benefit) provision:      |                                 |                   |                   |
| Federal                            | (17,934)                        | (15,600)          | 150,328           |
| State and local                    | 1,392                           | 19,445            | 31,129            |
| Foreign                            | (85,782)                        | (122,709)         | 14,727            |
| Total deferred (benefit) provision | <u>(102,324)</u>                | <u>(118,864)</u>  | <u>196,184</u>    |
| Income tax expense                 | <u>\$ 484,702</u>               | <u>\$ 428,260</u> | <u>\$ 516,517</u> |

**Tax Rate Reconciliation**

A reconciliation of the statutory U.S. federal income tax rate to the Company's consolidated effective income tax rate is as follows for the periods indicated:

|   | Fiscal Year Ended September 30, |              |              |
|---|---------------------------------|--------------|--------------|
|   | 2024                            | 2023         | 2022         |
| Statutory U.S. federal income tax rate                      | 21.0%                           | 21.0%        | 21.0%        |
| State and local income tax rate, net of federal tax benefit | 3.0                             | 2.3          | 2.5          |
| Tax effect of foreign operations                            | (2.9)                           | (2.4)        | (1.9)        |
| Goodwill impairment   | 4.9                             | —            | 0.7          |
| Change in valuation allowance                               | (4.2)                           | 0.1          | 0.6          |
| Other, net  | 2.4                             | (1.2)        | 0.8          |
| Effective income tax rate                                   | <u>24.2%</u>                    | <u>19.8%</u> | <u>23.7%</u> |



### Deferred Tax Liabilities and Assets

Deferred income taxes reflect the future tax consequences of differences between the tax bases of assets and liabilities and their financial reporting amounts. Significant components of the Company's deferred tax liabilities (assets) are as follows:

| (in thousands)                                  | September 30, |              |
|---|---------------|--------------|
|   | 2024          | 2023         |
| Inventories                                     | \$ 1,537,057  | \$ 1,475,467 |
| Property and equipment                          | 103,959       | 145,308      |
| Goodwill and other intangible assets            | 1,143,962     | 1,242,466    |
| Right-of-use assets                             | 285,434       | 255,221      |
| Other   | 31,416        | 51,490       |
| Gross deferred tax liabilities                  | 3,101,828     | 3,169,952    |
| Net operating loss and tax credit carryforwards | (530,024)     | (532,851)    |
| Allowance for credit losses                     | (18,949)      | (18,221)     |
| Accrued expenses                                | (9,419)       | (18,108)     |
| Accrued litigation liability                    | (855,962)     | (909,256)    |
| Employee and retiree benefits                   | (26,960)      | (22,927)     |
| Goodwill and other intangible assets            | (401,822)     | (425,898)    |
| Lease liabilities                               | (312,357)     | (280,550)    |
| Share-based compensation                        | (23,161)      | (23,087)     |
| Other   | (128,136)     | (119,180)    |
| Gross deferred tax assets                       | (2,306,790)   | (2,350,078)  |
| Valuation allowance for deferred tax assets     | 602,361       | 637,403      |
| Deferred tax assets, net of valuation allowance | (1,704,429)   | (1,712,675)  |
| Net deferred tax liabilities                    | \$ 1,397,399  | \$ 1,457,277 |

As of September 30, 2024, the Company had \$106.3 million of potential tax benefits from state net operating loss carryforwards and \$443.1 million of potential tax benefits from foreign loss carryforwards, which have varying expiration dates. The Company had \$4.7 million of federal tax credit carryforwards, \$4.6 million of state tax credit carryforwards, and \$3.1 million of foreign alternative minimum tax credit carryforwards.

The Company assesses the available positive and negative evidence to determine whether deferred tax assets are more likely than not to be realized. As a result of this assessment, valuation allowances have been recorded on certain deferred tax assets. For fiscal 2024, the Company decreased the valuation allowance on deferred tax assets by \$35.0 million primarily due to the change in the valuation allowance against tax deductible goodwill. For fiscal 2023, the Company increased the valuation allowance on deferred tax assets by \$20.1 million primarily due to the increase in the valuation allowance against foreign net operating loss carryforwards.

In fiscal 2024, 2023, and 2022, tax benefits of \$15.0 million, \$24.6 million, and \$13.4 million, respectively, related to the exercise of employee stock options and lapses of restricted stock units were recorded in Income Tax Expense in the Company's Consolidated Statements of Operations. The tax benefits recognized in fiscal 2024, 2023, and 2022 are not necessarily indicative of amounts that may arise in future periods.

Income tax payments, net of refunds, were \$603.9 million, \$463.1 million, and \$244.4 million in fiscal 2024, 2023, and 2022, respectively.

Cumulative undistributed earnings of international subsidiaries were \$3.9 billion as of September 30, 2024, \$2.1 billion of which is considered permanently reinvested. It is not practicable to estimate the taxes that would be due if such earnings were to be repatriated in the future.

The Company and its subsidiaries file income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. The Company is currently undergoing certain state and local income tax audits for various years. With few exceptions, the Company is no longer subject to U.S. federal, state and local, or foreign income tax examinations by tax authorities for years before 2020. The Company believes it has adequate tax reserves to cover potential federal, state or foreign tax exposures.

### Unrecognized Tax Benefits

As of September 30, 2024 and 2023, the Company had unrecognized tax benefits, defined as the aggregate tax effect of differences between tax return positions and the benefits recognized in the Company's financial statements, of \$545.0 million and \$551.9 million, respectively (\$498.0 million and \$482.7 million, net of federal tax benefit, respectively). If recognized in fiscal 2024 and 2023, \$488.1 million and \$464.4 million, respectively, of these benefits would have reduced income tax expense and the effective tax rate. As of September 30, 2024 and 2023, included in the unrecognized tax benefits are \$43.9 million and \$25.9 million of interest and penalties, respectively, which the Company records in Income Tax Expense in the Company's Consolidated Statements of Operations.

A reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding interest and penalties, for the periods indicated is as follows:

| (in thousands)  | Fiscal Year Ended September 30, |            |            |
|---|---------------------------------|------------|------------|
|   | 2024                            | 2023       | 2022       |
| Unrecognized tax benefits at beginning of period      | \$ 525,933                      | \$ 526,522 | \$ 500,399 |
| Additions of tax positions of the current year        | 13,636                          | 22,646     | 21,074     |
| Additions to tax positions of the prior years         | —                               | 11,875     | 5,073      |
| Reductions of tax positions of the prior years        | (37,520)                        | (31,110)   | —          |
| Settlements and expiration of statutes of limitations | (2,410)                         | (3,457)    | (24)       |
| Effects of foreign currency translation               | 1,425                           | (543)      | —          |
| Unrecognized tax benefits at end of period            | \$ 501,064                      | \$ 525,933 | \$ 526,522 |

During the next 12 months, it is reasonably possible that tax audit resolutions and the expiration of statutes of limitations could result in a reduction of unrecognized tax benefits by approximately \$13.5 million.

A significant portion of the Company's unrecognized tax benefits as of September 30, 2024 relates to the legal accrual for litigation related to the Distributor Settlement Agreement, as well as other opioid-related litigation, as disclosed in Note 13. The Company has applied significant judgment in estimating the amount of the opioid settlements that will be deductible for U.S. federal and state purposes. In estimating the amount that would be deductible, the Company considered prior U.S. tax case law, the amount and character of the damages sought in litigation, and other relevant factors.

### Note 5. Goodwill and Other Intangible Assets

The following is a summary of the changes in the carrying value of goodwill, by reportable segment, for fiscal 2024 and 2023:

| (in thousands)                                       | U.S. Healthcare Solutions |              | International Healthcare Solutions | Total |
|--|---------------------------|--------------|------------------------------------|-------|
|  |                           |              |                                    |       |
| Goodwill as of September 30, 2022                    | \$ 6,280,240              | \$ 2,223,646 | \$ 8,503,886                       |       |
| Goodwill recognized in connection with acquisitions  | —                         | 1,026,440    | 1,026,440                          |       |
| Goodwill derecognized in connection with divestiture | —                         | (14,424)     | (14,424)                           |       |
| Foreign currency translation                         | 2,177                     | 56,038       | 58,215                             |       |
| Goodwill as of September 30, 2023                    | 6,282,417                 | 3,291,700    | 9,574,117                          |       |
| Purchase accounting adjustments                      | —                         | (12,904)     | (12,904)                           |       |
| Goodwill recognized in connection with acquisitions  | —                         | 18,712       | 18,712                             |       |
| Goodwill impairment                                  | —                         | (418,000)    | (418,000)                          |       |
| Foreign currency translation                         | 2,748                     | 153,354      | 156,102                            |       |
| Goodwill as of September 30, 2024                    | \$ 6,285,165              | \$ 3,032,862 | \$ 9,318,027                       |       |

The Company has experienced a weakening in demand for specialized services in the life sciences industry, which has negatively impacted the operating results of PharmaLex. In the fourth quarter of fiscal 2024 and in connection with the Company's annual budgeting process, the Company revised PharmaLex's long-range forecast. In connection with the Company's annual goodwill impairment assessment, it recorded a goodwill impairment of \$418.0 million in the PharmaLex reporting unit. The fair value of the reporting unit was determined based on a weighted average of income and market approaches. The income approach includes the Company's forecasted cash flows in its long-range plan as well as discount rate and income tax rate assumptions. This represents a Level 3 nonrecurring fair value measurement. The Company believes that its assumptions are representative of market participant assumptions; however, the forecasted cash flows used to estimate fair value and measure the related impairment are inherently uncertain and include assumptions that could differ from actual results in future periods.

The carrying values of goodwill as of September 30, 2024 and 2023 are net of the following accumulated impairments:

| (in thousands)   | U.S. Healthcare Solutions | International Healthcare Solutions |
|--|---------------------------|------------------------------------|
| Accumulated impairment losses as of September 30, 2024 | \$ —                      | \$ 493,936                         |
| Accumulated impairment losses as of September 30, 2023 | \$ —                      | \$ 75,936                          |

The Company performed a recoverability assessment of PharmaLex's long-lived assets as of July 1, 2024 using its revised long-range forecast. The recoverability assessment compared PharmaLex's undiscounted cash flows to the carrying value of the PharmaLex asset group, including goodwill, and it was determined to be recoverable.

The following is a summary of other intangible assets:

|                               | September 30, 2024                     |                       |                          |                     | September 30, 2023    |                          |                     |  |
|-------------------------------|--|-----------------------|--------------------------|---------------------|-----------------------|--------------------------|---------------------|--|
| (dollars in thousands)        | Weighted Average Remaining Useful Life | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |  |
| Indefinite-lived trade name   |  | \$ 17,000             | \$ —                     | \$ 17,000           | \$ 17,000             | \$ —                     | \$ 17,000           |  |
| Finite-lived:                 |  |                       |                          |                     |                       |                          |                     |  |
| Customer relationships        | 13 years                               | 5,090,864             | (1,536,081)              | 3,554,783           | 4,845,091             | (1,213,200)              | 3,631,891           |  |
| Trade names and other         | 5 years                                | 1,259,954             | (830,691)                | 429,263             | 1,224,795             | (441,903)                | 782,892             |  |
| Total other intangible assets |  | \$ 6,367,818          | \$ (2,366,772)           | \$ 4,001,046        | \$ 6,086,886          | \$ (1,655,103)           | \$ 4,431,783        |  |

Amortization expense for finite-lived intangible assets was \$663.5 million, \$553.6 million, and \$307.3 million in fiscal 2024, 2023, and 2022, respectively. Amortization expense for finite-lived intangible assets is estimated to be \$548.9 million in fiscal 2025, \$372.4 million in fiscal 2026, \$314.6 million in fiscal 2027, \$302.8 million in fiscal 2028, \$291.1 million in fiscal 2029, and \$2,154.2 million thereafter.

**Note 6. Debt**

Debt consisted of the following:

| (in thousands)                                    | September 30, |              |
|---|---------------|--------------|
|   | 2024          | 2023         |
| Multi-currency revolving credit facility due 2029 | \$ —          | \$ —         |
| Receivables securitization facility due 2027      | —             | 350,000      |
| Money market facility                             | —             | —            |
| \$500,000, 3.400% senior notes due 2024           | —             | 499,677      |
| \$500,000, 3.250% senior notes due 2025           | 499,738       | 499,026      |
| \$750,000, 3.450% senior notes due 2027           | 747,308       | 746,464      |
| \$500,000, 2.800% senior notes due 2030           | 496,564       | 495,959      |
| \$1,000,000, 2.700% senior notes due 2031         | 992,718       | 991,600      |
| \$500,000, 5.125% senior notes due 2034           | 494,514       | —            |
| \$500,000, 4.250% senior notes due 2045           | 495,574       | 495,378      |
| \$500,000, 4.300% senior notes due 2047           | 493,821       | 493,554      |
| Alliance Healthcare debt                          | 286           | 68,017       |
| Nonrecourse debt                                  | 167,553       | 147,782      |
| Total debt  | 4,388,076     | 4,787,457    |
| Less current portion of senior notes              | 499,738       | 499,677      |
| Less Alliance Healthcare current portion          | 286           | 68,017       |
| Less nonrecourse current portion                  | 76,307        | 73,650       |
| Total, net of current portion                     | \$ 3,811,745  | \$ 4,146,113 |

**Multi-Currency Revolving Credit Facility**

The Company has a \$2.4 billion multi-currency senior unsecured revolving credit facility ("Multi-Currency Revolving Credit Facility") with a syndicate of lenders, which was scheduled to expire in October 2028. In October 2024, the Company amended and restated the Multi-Currency Revolving Credit Facility to extend the expiration to October 2029. Interest on borrowings under the Multi-Currency Revolving Credit Facility accrues at specified rates based upon the Company's debt rating. The Company pays facility fees to maintain the availability under the Multi-Currency Revolving Credit Facility at specified rates based on its debt rating. The Company may choose to repay or reduce its commitments under the Multi-Currency Revolving Credit Facility at any time. The Multi-Currency Revolving Credit Facility contains covenants, including compliance with a financial leverage ratio test, as well as others that impose limitations on, among other things, indebtedness of subsidiaries and asset sales, with which the Company was compliant as of September 30, 2024.

**Commercial Paper Program**

The Company has a commercial paper program whereby it may from time to time issue short-term promissory notes in an aggregate amount of up to \$2.4 billion at any one time. Amounts available under the program may be borrowed, repaid, and re-borrowed from time to time. The maturities on the notes will vary but may not exceed 365 days from the date of issuance. The notes will bear interest, if interest bearing, or will be sold at a discount from their face amounts. The commercial paper program does not increase the Company's borrowing capacity as it is fully backed by the Company's Multi-Currency Revolving Credit Facility. There were no borrowings outstanding under the commercial paper program as of September 30, 2024 and 2023.

### ***Receivables Securitization Facility***

The Company has a \$1,450 million receivables securitization facility ("Receivables Securitization Facility"), which was scheduled to expire in October 2026. In October 2024, the Company amended the Receivables Securitization Facility to extend the expiration to October 2027. The Company has available to it an accordion feature whereby the commitment on the Receivables Securitization Facility may be increased by up to \$250 million, subject to lender approval, for seasonal needs during the December and March quarters. Interest rates are based on prevailing market rates for short-term commercial paper or 30-day Term SOFR, plus a program fee. The Company pays a customary unused fee at prevailing market rates, monthly, to maintain the availability under the Receivables Securitization Facility. The Receivables Securitization Facility contains similar covenants to the Multi-Currency Revolving Credit Facility, with which the Company was compliant as of September 30, 2024.

In connection with the Receivables Securitization Facility, AmerisourceBergen Drug Corporation and a specialty distribution subsidiary sell on a revolving basis certain accounts receivable to Amerisource Receivables Financial Corporation, a wholly-owned special purpose entity, which in turn sells a percentage ownership interest in the receivables to financial institutions and commercial paper conduits sponsored by financial institutions. AmerisourceBergen Drug Corporation is the servicer of the accounts receivable under the Receivables Securitization Facility. As sold receivables are collected, additional receivables may be sold up to the maximum amount available under the facility. The Company uses the facility as a financing vehicle because it generally offers an attractive interest rate relative to other financing sources. The Company securitizes its trade accounts, which are generally non-interest bearing, in transactions that are accounted for as borrowings. The Receivables Securitization Facility contains similar covenants to the Multi-Currency Revolving Credit Facility, with which the Company was compliant as of September 30, 2024.

### ***Revolving Credit Note, Overdraft Facility, and Money Market Facility***

The Company had a \$75 million uncommitted, unsecured line of credit available to it pursuant to a revolving credit note that was terminated in April 2024. The Company also had a £10 million uncommitted U.K. overdraft facility, which expired in February 2024, to fund short-term normal trading cycle fluctuations related to its MW1 Animal Health business. The Company has an uncommitted, unsecured line of credit available to it pursuant to a money market credit agreement ("Money Market Facility"). The Money Market Facility provides the Company with the ability to request short-term, unsecured revolving credit loans from time to time in a principal amount not to exceed \$100 million. The Money Market Facility may be decreased or terminated by the bank or the Company at any time without prior notice.

### ***Senior Notes***

In fiscal 2022, the Company elected to repay \$850 million of its senior notes that were due in March 2023. In fiscal 2023, the remaining balance of \$675 million of these senior notes matured and was repaid.

In February 2024, the Company issued \$500 million of 5.125% senior notes due in February 2034 (the "2034 Notes"). The 2034 Notes were sold at 99.867% of the principal amount with an effective yield of 5.132%. Interest on the 2034 Notes is payable semi-annually in arrears on February 15 and August 15 beginning on August 15, 2024. The Company used the proceeds from the 2034 Notes to repay the \$500 million of 3.400% senior notes that matured in May 2024.

The senior notes discussed above and also illustrated in the above debt table are collectively referred to as the "Notes." Interest on the Notes is payable semiannually in arrears. Most of the Notes were sold at small discounts to the principal amounts and, therefore, have effective yields that are greater than the stated interest rates in the table above. Costs incurred in connection with the issuance of the Notes were deferred and are being amortized over the terms of the Notes. The indentures governing the Notes contain restrictions and covenants, which include limitations on additional indebtedness; distributions to stockholders; the repurchase of stock and the making of other restricted payments; issuance of preferred stock; creation of certain liens; transactions with subsidiaries and other affiliates; and certain corporate acts such as mergers, consolidations, and the sale of substantially all assets. An additional covenant requires compliance with a financial leverage ratio test. The Company was compliant with all covenants as of September 30, 2024.

### ***Alliance Healthcare Debt***

Alliance Healthcare debt is comprised of uncommitted revolving credit facilities in various currencies with various rates. These facilities are used to fund its working capital needs.

### ***Nonrecourse Debt***

Nonrecourse debt is comprised of short-term and long-term debt belonging to the Brazil subsidiaries and is repaid solely from the Brazil subsidiaries' cash flows and such debt agreements provide that the repayment of the loans (and interest thereon) is secured solely by the capital stock, physical assets, contracts, and cash flows of the Brazil subsidiaries.

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### Other Information

Scheduled future principal payments of debt are \$566.9 million in fiscal 2025, \$34.8 million in fiscal 2026, \$24.5 million in fiscal 2027, \$767.1 million in fiscal 2028, \$7.6 million in fiscal 2029, and \$3,007.8 million thereafter.

Interest paid on the above indebtedness during fiscal 2024, 2023, and 2022 was \$250.1 million, \$271.3 million, and \$219.8 million, respectively.

Total amortization of financing fees and the accretion of original issue discounts, which are recorded as components of Interest Expense, Net on the Consolidated Statements of Operations, were \$7.2 million, \$8.5 million, and \$11.9 million, for fiscal 2024, 2023, and 2022, respectively.

### Note 7. Stockholders' Equity and Weighted Average Common Shares Outstanding

The authorized capital stock of the Company consists of 600,000,000 shares of common stock, par value \$0.01 per share (the "common stock"), and 10,000,000 shares of preferred stock, par value \$0.01 per share (the "preferred stock").

The holders of the Company's common stock are entitled to one vote per share and have the exclusive right to vote for the Board of Directors and for all other purposes as provided by law. Subject to the rights of holders of the Company's preferred stock, holders of common stock are entitled to receive ratably on a per share basis such dividends and other distributions in cash, stock, or property of the Company as may be declared by the Board of Directors from time to time out of the legally available assets or funds of the Company.

The following illustrates the components of Accumulated Other Comprehensive Loss, net of income taxes:

| (in thousands)                             | September 30,       |                       |
|--|---------------------|-----------------------|
|  | 2024                | 2023                  |
| Foreign currency translation               | \$ (988,484)        | \$ (1,402,245)        |
| Other, net                                 | (634)               | (362)                 |
| Total accumulated other comprehensive loss | <u>\$ (989,118)</u> | <u>\$ (1,402,607)</u> |

The decrease in total accumulated other comprehensive loss from foreign currency translation primarily relates to the translation of Alliance Healthcare's goodwill and intangible assets balances.

In May 2020, the Company's Board of Directors authorized a share repurchase program allowing the Company to purchase up to \$500 million of its outstanding shares of common stock, subject to market conditions. During fiscal 2022, the Company purchased 3.3 million shares of its common stock for \$473.4 million to complete its authorization under this program.

In May 2022, the Company's Board of Directors authorized a share repurchase program allowing the Company to purchase up to \$1.0 billion of its outstanding shares of common stock, subject to market conditions. During fiscal 2022, the Company purchased 0.3 million shares of its common stock for \$38.7 million, which included \$28.4 million of September 2022 purchases that cash settled in October 2022. During fiscal 2023, the Company purchased 6.0 million shares of its common stock for \$961.3 million, including 5.5 million shares from WBA for \$882.5 million, to complete its authorization under this program.

In March 2023, the Company's Board of Directors authorized a share repurchase program allowing the Company to purchase up to \$1.0 billion of its outstanding shares of common stock, subject to market conditions. During fiscal 2023, the Company purchased 1.0 million shares of its common stock for \$191.0 million, including 0.9 million shares from WBA for \$167.5 million. During fiscal 2024, the Company purchased 3.9 million shares of its common stock for \$809.0 million, including 2.5 million shares from WBA for \$522.6 million, to complete its authorization under this program.

In March 2024, the Company's Board of Directors authorized a new share repurchase program allowing the Company to purchase up to \$2.0 billion of its outstanding common stock, subject to market conditions. During fiscal 2024, the Company purchased 3.0 million shares of its common stock for \$682.3 million, including 1.9 million shares from WBA for \$427.4 million. As of September 30, 2024, the Company had \$1,317.7 million availability under this program. From October 1, 2024 through November 22, 2024, the Company purchased 1.7 million shares of its common stock for a total of \$385.4 million.

### Common Shares Outstanding

Basic earnings per share is computed by dividing net income attributable to Cencora, Inc. by the weighted average number of shares of common stock outstanding during the periods presented. Diluted earnings per share is computed by dividing net income attributable to Cencora, Inc. by the weighted average number of shares of common stock outstanding, plus the dilutive effect of stock options and restricted stock units during the periods presented.

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The following illustrates the components of diluted weighted average shares outstanding:

| (in thousands)   | Fiscal Year Ended September 30, |         |         |
|--|---------------------------------|---------|---------|
|  | 2024                            | 2023    | 2022    |
| Weighted average common shares outstanding - basic                       | 198,503                         | 202,511 | 208,472 |
| Effect of dilutive securities - stock options and restricted stock units | 1,781                           | 2,080   | 2,738   |
| Weighted average common shares outstanding - diluted                     | 200,284                         | 204,591 | 211,210 |

The potentially dilutive stock options and restricted stock units that were antidilutive were 85 thousand, 94 thousand, and 101 thousand for fiscal 2024, 2023 and 2022, respectively.

#### Note 8. Related Party Transactions

WBA owns more than 10% of the Company's outstanding common stock and is, therefore, considered a related party. The Company operates under various agreements and arrangements with WBA, including a pharmaceutical distribution agreement pursuant to which the Company distributes pharmaceutical products to WBA and an agreement that provides the Company the ability to access favorable economic pricing and generic products through a generic purchasing services arrangement with Walgreens Boots Alliance Development GmbH (both through 2029) as well as a distribution agreement pursuant to which it will supply branded and generic pharmaceutical products to WBA's Boots UK Ltd. subsidiary (through 2031).

Revenue from the various agreements and arrangements with WBA was \$76.5 billion, \$68.7 billion, and \$64.1 billion in fiscal 2024, 2023, and 2022, respectively. The Company's receivable from WBA, net of incentives, was \$9.0 billion and \$8.1 billion as of September 30, 2024 and 2023, respectively.

#### Note 9. Retirement and Other Benefit Plans

The Company sponsors various retirement benefit plans and a deferred compensation plan covering eligible employees.

The Compensation and Succession Planning Committee ("Compensation Committee") of the Company's Board of Directors has delegated the administration of the Company's retirement and other benefit plans to its Benefits Committee, an internal committee, comprised of senior finance, human resources, and legal executives. The Benefits Committee is responsible for the investment options under the Company's savings plans, as well as performance of the investment advisers and plan administrators.

##### Retirement Benefit Plans

The Company sponsors the Cencora, Inc. Employee Investment Plan (the "Plan"), which is a defined contribution 401(k) plan covering salaried and certain hourly employees. Eligible participants may contribute to the plan from 1% to 50% of their regular compensation before taxes. The Company contributes \$1.00 for each \$1.00 invested by the participant up to the first 3% of the participant's salary and \$0.50 for each additional \$1.00 invested by the participant up to an additional 2% of salary. An additional discretionary contribution, in an amount not to exceed the limits established by the Internal Revenue Code ("IRC"), may also be made depending upon the Company's performance. Based on the Company's performance in fiscal 2024, 2023, and 2022, the Company recognized expenses for discretionary contributions to the Plan in fiscal 2024, 2023, and 2022. All contributions are invested at the direction of the employee in one or more funds. All company matching contributions vest immediately except for the discretionary contributions made by the Company, which vest in full after five years of credited service.

The Company's international businesses sponsor various country-specific retirement plans.

Costs of above retirement benefit plans charged to expense for fiscal 2024, 2023, and 2022 were \$99.8 million, \$89.4 million, and \$90.1 million, respectively.

### ***Deferred Compensation Plan***

The Company sponsors the Cencora, Inc. Deferred Compensation Plan. This unfunded plan allows eligible officers, directors and key management employees to defer a portion of their annual compensation and provides for a benefit restoration feature to selected key management. The benefit restoration feature provides certain eligible participants, including the Company's executive officers, with an annual amount equal to 4% of the participant's total cash compensation to the extent that an employee's compensation exceeds the annual compensation limit established by Section 401(a) (17) of the IRC. Prior to fiscal 2024, account balances associated with the benefit restoration feature were included in a separate account at the Company's plan administrator. In fiscal 2024, the benefit restoration account balances were combined with the Cencora, Inc. Deferred Compensation Plan. The Company's liability relating to its deferred compensation plan, including the benefit restoration feature, as of September 30, 2024 and 2023 was \$57.9 million and \$46.5 million, respectively.

### **Note 10. Share-Based Compensation**

The Company's stockholders approved the AmerisourceBergen Corporation 2022 Omnibus Incentive Plan (the "2022 Plan"). As of September 30, 2024, there were 20.1 million shares available to be granted for employee and non-employee director stock restricted stock units, performance stock units, and stock options under the 2022 Plan.

#### ***Restricted Stock Units***

The majority of restricted stock units granted vest ratably over a three-year period. The estimated fair value of restricted stock units under the Company's restricted stock unit plans is determined by the product of the number of shares granted and the closing grant date market price of the Company's common stock. The estimated fair value of restricted stock units is expensed on a straight-line basis over the requisite service period, net of estimated forfeitures. During fiscal 2024, 2023, and 2022, the Company recognized restricted stock unit expense of \$98.9 million, \$84.3 million, and \$71.3 million, respectively.

A summary of the status of the Company's nonvested restricted stock units as of September 30, 2024 and changes during fiscal 2024 are presented below:

| <b>(in thousands, except grant date fair value)</b> | <b>Restricted<br/>Stock Units</b> | <b>Weighted<br/>Average<br/>Grant Date<br/>Fair Value</b> |
|---|-----------------------------------|---|
| Nonvested as of September 30, 2023                  | 1,295                             | \$139   |
| Granted   | 630                               | \$201   |
| Vested  | (636)                             | \$131   |
| Forfeited   | (81)                              | \$165   |
| Nonvested as of September 30, 2024                  | 1,208                             | \$173   |

During fiscal 2024, 2023, and 2022, the total fair values of restricted stock units vested were \$83.2 million, \$103.0 million, and \$58.1 million, respectively. Expected future compensation expense relating to the 1.2 million restricted stock units outstanding as of September 30, 2024 is \$84.6 million, which will be recognized over a weighted average period of 1.4 years.

#### ***Performance Stock Units***

Performance stock units are granted to certain executive employees under the Plan and represent common stock potentially issuable in the future. Performance stock units vest at the end of a three-year performance period based upon achievement of specific performance goals. Based upon the extent to which the targets are achieved, vested shares may range from 0% to 230% of the target award amount. The fair value of performance stock units is determined by the grant date market price of the Company's common stock. Compensation expense associated with nonvested performance stock units is recognized over the requisite service period and is dependent on the Company's periodic assessment of the probability of the targets being achieved and its estimate of the number of shares that will ultimately be issued. During fiscal 2024, 2023, and 2022, the Company recognized performance stock expense of \$48.7 million, \$40.4 million, and \$19.7 million, respectively.



A summary of the status of the Company's nonvested performance stock units as of September 30, 2024 and changes during fiscal 2024 is presented below (based upon target award amounts).

| (in thousands, except grant date fair value) | Performance<br>Stock<br>Units | Weighted<br>Average<br>Grant Date<br>Fair Value |
|--|-------------------------------|---|
| Nonvested as of September 30, 2023           | 251                           | \$142   |
| Granted                                      | 137                           | \$197   |
| Vested                                       | (126)                         | \$126   |
| Forfeited                                    | (14)                          | \$183   |
| Nonvested as of September 30, 2024           | 248                           | \$178   |

Shares that vested over the three-year performance period ended September 30, 2024 were distributed to employees in November 2024.

#### Stock Options

The Company has not granted any stock options since fiscal 2020, and it does not expect to grant any stock options in fiscal 2025.

In fiscal 2024, employees exercised 503 thousand stock options at a weighted average exercise price of \$84 per stock option. There were 533 thousand stock options outstanding as of September 30, 2024, all of which are exercisable, with a weighted average exercise price of \$87 per option. The weighted average remaining contractual term for outstanding stock options is 1.6 years as of September 30, 2024.

#### Note 11. Leases

The Company has long-term leases for facilities and equipment. In the normal course of business, leases are generally renewed or replaced by other leases. Certain leases include escalation clauses.

The following illustrates the components of lease cost for the periods presented:

| (in thousands)          | Fiscal Year Ended September 30, |                   |                   |
|-------------------------|---------------------------------|-------------------|-------------------|
|                         | 2024                            | 2023              | 2022              |
| Operating lease cost    | \$ 245,415                      | \$ 234,567        | \$ 220,935        |
| Short-term lease cost   | 18,459                          | 9,799             | 11,257            |
| Variable lease cost     | 35,539                          | 25,598            | 25,108            |
| <b>Total lease cost</b> | <b>\$ 299,413</b>               | <b>\$ 269,964</b> | <b>\$ 257,300</b> |

The following summarizes balance sheet information related to operating leases:

| (in thousands, except for lease term and discount rate) | September 30,       |                     |
|---|---------------------|---------------------|
|   | 2024                | 2023                |
| <b>Right of use assets</b>                              |                     |                     |
| Other assets  | \$ 1,141,622        | \$ 1,019,368        |
| <b>Lease liabilities</b>                                |                     |                     |
| Accrued expenses and other                              | \$ 204,767          | \$ 182,462          |
| Other long-term liabilities                             | 1,029,978           | 924,247             |
| <b>Total lease liabilities</b>                          | <b>\$ 1,234,745</b> | <b>\$ 1,106,709</b> |
| Weighted-average remaining lease term                   | 7.34 years          | 7.85 years          |
| Weighted-average discount rate                          | 4.18%               | 4.66%               |

Other cash flow information related to operating leases is as follows:

| (in thousands)  | Fiscal Year Ended September 30, |            |            |
|---|---------------------------------|------------|------------|
|   | 2024                            | 2023       | 2022       |
| <b>Cash paid for amounts included in the measurement of lease liabilities</b> |                                 |            |            |
| Operating lease cash payments   | \$ 247,862                      | \$ 229,203 | \$ 214,793 |
| <b>Right-of-use assets obtained in exchange for lease liabilities</b>         |                                 |            |            |
| New operating leases  | \$ 305,882                      | \$ 271,096 | \$ 179,214 |

Future minimum rental payments under noncancellable operating leases were as follows:

| Payments Due by Fiscal Year (in thousands)                                | As of<br>September 30, 2024 |
|---|-----------------------------|
| 2025  | \$ 248,556                  |
| 2026  | 231,499                     |
| 2027  | 206,003                     |
| 2028  | 176,871                     |
| 2029  | 156,543                     |
| Thereafter  | 460,097                     |
| <b>Total future undiscounted lease payments</b>                           | <b>1,479,569</b>            |
| Less: Future payments for leases that have not yet commenced <sup>1</sup> | (15,018)                    |
| Less: Imputed interest  | (229,806)                   |
| <b>Total lease liabilities</b>  | <b>\$ 1,234,745</b>         |

<sup>1</sup> The Company has certain leases that it has executed of which it does not control the underlying assets; therefore, liabilities and ROU assets related to these leases were not recorded on the Company's Consolidated Balance Sheet as of September 30, 2024.

## Note 12. Restructuring and Other Expenses

The following illustrates the expenses incurred by the Company relating to Restructuring and Other Expenses for the periods indicated:

| (in thousands)                             | Fiscal Year Ended September 30, |            |           |
|--|---------------------------------|------------|-----------|
|  | 2024                            | 2023       | 2022      |
| Restructuring and employee severance costs | \$ 69,968                       | \$ 105,220 | \$ 35,316 |
| Business transformation efforts            | 130,069                         | 82,117     | 27,990    |
| Other, net                                 | 33,592                          | 42,547     | 192       |
| Total restructuring and other expenses     | \$ 233,629                      | \$ 229,884 | \$ 63,498 |

Restructuring and employee severance costs in fiscal 2024 primarily included expenses incurred related to facility closures in connection with the Company's office optimization plan and workforce reductions in both of its reportable segments. Restructuring and employee severance costs in fiscal 2023 primarily included expenses incurred in connection with workforce reductions in both of the Company's reportable segments. Restructuring and employee severance costs in fiscal 2022 included costs primarily related to the write down of assets with respect to the Company's office optimization plan and restructuring activities within certain businesses in the U.S. Healthcare Solutions reportable segment.

Business transformation efforts in fiscal 2024 and 2023 included rebranding costs associated with the Company's name change to Cencora and non-recurring expenses related to significant strategic initiatives to improve operational efficiency, including certain technology initiatives. The majority of these costs related to services provided by third-party consultants. Business transformation efforts in fiscal 2022 primarily related to costs associated with reorganizing the Company to further align the organization to its customers' needs, including certain technology initiatives. The majority of these costs related to services provided by third-party consultants.

In March 2024, the Company experienced a cybersecurity event where data from its information systems was exfiltrated. In connection with this event, the Company incurred costs that were recorded in Other, net in the above table. The majority of the costs included in Other, net in fiscal 2024 related to this cybersecurity event.

In fiscal 2023, one of the Company's foreign business units experienced a cybersecurity event that impacted a standalone legacy information technology platform in one country and the foreign business unit's ability to operate in that country for approximately two weeks. In connection with this event, the Company incurred costs to restore the foreign business unit's operations in that country, which were recorded in Other, net in the above table. The majority of the costs included in Other, net in fiscal 2023 related to this cybersecurity event.

#### **Note 13. Legal Matters and Contingencies**

In the ordinary course of its business, the Company becomes involved in lawsuits, administrative proceedings, government subpoenas, government investigations, stockholder demands, and other disputes, including antitrust, commercial, product liability, intellectual property, regulatory, data privacy and security, employment discrimination, and other matters. Significant damages or penalties may be sought from the Company in some matters, and some matters may require years for the Company to resolve. The Company records a reserve for these matters when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

For those matters for which the Company has not recognized a liability, the Company cannot predict the outcome of their impact on the Company as uncertainty remains with regard to whether such matters will proceed to trial, whether settlements will be reached, and the amount and terms of any such settlements. Outcomes may include settlements in significant amounts that are not currently estimable, limitations on the Company's conduct, the imposition of corporate integrity agreement obligations, consent decrees, and/or other civil and criminal penalties. From time to time, the Company is also involved in disputes with its customers, which the Company generally seeks to resolve through commercial negotiations. If negotiations are unsuccessful, the parties may litigate the dispute or otherwise attempt to settle the matter.

With respect to the specific legal proceedings and claims described below, unless otherwise noted, the amount or range of possible losses is not reasonably estimable. There can be no assurance that the settlement, resolution, or other outcome of one or more matters, including the matters set forth below, during any subsequent reporting period will not have a material adverse effect on the Company's results of operations or cash flows for that period or on the Company's financial condition.

##### ***Opioid Lawsuits and Investigations***

A significant number of counties, municipalities, and other governmental entities in a majority of U.S. states and Puerto Rico, as well as numerous states and tribes, filed lawsuits in various federal, state and other courts against pharmaceutical wholesale distributors (including the Company and certain subsidiaries, such as AmerisourceBergen Drug Corporation ("ABDC") and H.D. Smith, LLC ("H.D. Smith")), pharmaceutical manufacturers, retail pharmacy chains, medical practices, and physicians relating to the distribution of prescription opioid pain medications.

Starting in December 2017, more than 2,000 cases were transferred to Multidistrict Litigation ("MDL") proceedings before the United States District Court for the Northern District of Ohio (the "MDL Court"). Since then, several cases filed by government and tribal plaintiffs that were selected as bellwether cases in the MDL have been resolved through trial or settlement. Following trial in two consolidated cases in West Virginia federal court, the court entered judgment in favor of the defendants, including the Company. The plaintiffs filed an appeal of the court's decision on August 2, 2022, which remains pending.

On July 21, 2021, the Company announced that it and the two other national pharmaceutical distributors had negotiated a Distributor Settlement Agreement that, if all conditions were satisfied, would result in the resolution of a substantial majority of opioid lawsuits filed by state and local governmental entities. The Distributor Settlement Agreement became effective on April 2, 2022, and as of September 30, 2024, it included 48 of 49 eligible states (the "Settling States") as well as 99% by population of the eligible political subdivisions in the Settling States. The Distributor Settlement Agreement requires the Company to comply with certain requirements, including the establishment of a clearinghouse that will consolidate data from all three national pharmaceutical distributors. West Virginia and its subdivisions and Native American tribes are not a part of the Distributor Settlement Agreement, and the Company has reached separate agreements with those groups. The State of Alabama also did not participate in the Distributor Settlement Agreement and was pursuing a case against the Company (and another national pharmaceutical distributor) in Alabama state court. On February 28, 2024, the Company and another national distributor executed an agreement with the State of Alabama and all its participating subdivisions to resolve opioid-related claims. Pursuant to the agreement, the two distributors will pay approximately \$245 million, including attorneys' fees and costs, to the State of Alabama and its participating subdivisions, of which the Company's portion is 50%. On July 1, 2024, the Court entered a Final Consent Judgment and Dismissal with Prejudice pursuant to the terms of the settlement agreement. In Maryland, a trial commenced on September 16, 2024 in a case filed by the Mayor and City Council of Baltimore. On November 12, 2024,

the jury returned a verdict finding ABDC (and another national distributor) liable for public nuisance and assessing approximately \$274 million total in compensatory damages, approximately \$74 million of which was assessed against ABDC. A second phase of the trial is scheduled to commence on December 11, 2024 related to the City of Baltimore's request for an abatement remedy, which will proceed as a bench trial. While the judgment is not yet final, the Company is evaluating next steps, including a possible appeal. The \$74 million is a component of the Company's \$4.9 billion litigation liability as of September 30, 2024 as described below.

The MDL Court selected four cases filed by third-party payors to serve as additional litigation bellwethers. On May 31, 2024, the MDL Court severed and stayed these four cases against the Company and the two other national pharmaceutical distributors, pursuant to ongoing settlement discussions to resolve litigation filed by a putative class of third-party payors. On August 29, 2024, the Company and two other national pharmaceutical distributors entered into a proposed class action settlement agreement to resolve the opioid-related claims of a proposed settlement class of third-party payors. Pursuant to the agreement, the Company recorded a \$93.0 million litigation expense accrual in Litigation and Opioid-Related Expenses (Credit), Net in its fiscal 2024 Consolidated Statement of Operations. On September 3, 2024, the MDL Court granted a motion for preliminary approval of the proposed class action settlement. Federal law imposes additional requirements before the class settlement can become final, including notice to class members, a time period for submission of any objections to the settlement or requests to be excluded from the settlement, and a fairness hearing, among other procedural steps, as described in the MDL Court's September 3, 2024 order. The MDL Court has scheduled a fairness hearing for January 13, 2025.

On September 26, 2024, the Company and two other national pharmaceutical distributors entered into a proposed class action settlement agreement to resolve the opioid-related claims of a proposed settlement class of hospitals. The Company recorded a \$120.9 million litigation expense accrual in Litigation and Opioid-Related Expenses (Credit), Net in its fiscal 2024 Consolidated Statement of Operations, representing the Company's expected share of the potential class action settlement. Pursuant to these settlement discussions, a case in Alabama that involved up to eight plaintiff hospitals, and that was scheduled to begin trial on July 8, 2024, has now been severed and stayed as to the Company. On October 30, 2024, the United States District Court for the District of New Mexico granted a motion for preliminary approval of the proposed class action settlement. Federal law imposes additional requirements before the class settlement can become final, including notice to class members, a time period for submission of any objections to the settlement or requests to be excluded from the settlement, and a fairness hearing, among other procedural steps, as described in the Court's October 30, 2024 order. The Court has scheduled a fairness hearing for March 4, 2025.

In January 2024, the Company prepaid the net present value of a future obligation as permitted under its settlement agreements. The discount on the future obligation resulted in a \$0.1 billion reduction of its accrued litigation liability. The Company's accrued litigation liability related to the Distributor Settlement Agreement, including the State of Alabama and an estimate for non-participating government subdivisions (with whom the Company has not reached a settlement agreement), as well as other opioid-related litigation for which it has reached settlement agreements, as described above, was \$4.9 billion as of September 30, 2024 and \$5.5 billion as of September 30, 2023. The \$4.9 billion liability will be paid over 14 years. The Company currently estimates that \$630.2 million will be paid prior to September 30, 2025, which is recorded in Accrued Expenses and Other on the Company's Consolidated Balance Sheet. The remaining long-term liability of \$4.3 billion is recorded in Accrued Litigation Liability on the Company's Consolidated Balance Sheet. While the Company has accrued its estimated liability for opioid litigation, it is unable to estimate the range of possible loss associated with the matters that are not included in the accrual. Because loss contingencies are inherently unpredictable and unfavorable developments or resolutions can occur, the assessment is highly subjective and requires judgments about future events. The Company regularly reviews opioid litigation matters to determine whether its accrual is adequate. The amount of ultimate loss may differ materially from the amount accrued to date. Until such time as otherwise resolved, the Company will continue to litigate and prepare for trial and to vigorously defend itself in all such matters. Since these matters are still developing, the Company is unable to predict the outcome, but the result of these lawsuits could include excessive monetary verdicts and/or injunctive relief that may affect the Company's operations. Additional lawsuits regarding the distribution of prescription opioid pain medications have been filed and may continue to be filed by a variety of types of plaintiffs, including lawsuits filed by non-governmental or non-political entities and individuals, among others. The Company is vigorously defending itself in the pending lawsuits and intends to vigorously defend itself against any threatened lawsuits or enforcement proceedings.

Since July 2017, the Company has received subpoenas from several U.S. Attorney's Offices, including grand jury subpoenas from the U.S. Attorney's Office for the District of New Jersey ("USAO-NJ") and the U.S. Attorney's Office for the Eastern District of New York ("USAO-EDNY"). Those subpoenas requested the production of a broad range of documents pertaining to the Company's distribution of controlled substances through its various subsidiaries, including ABDC, and its diversion control programs. The Company produced documents in response to the subpoenas and engaged in discussions with the various U.S. Attorney's Offices, including the Health Care and Government Fraud Unit of the Criminal Division of the USAO-NJ, the U.S. Department of Justice Consumer Protection Branch and the U.S. Drug Enforcement Administration, in an attempt to resolve these matters. On December 29, 2022, the Department of Justice filed a civil Complaint against the

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Company, ABDC, and Integrated Commercialization Services, LLC ("ICS"), a subsidiary of the Company, alleging violations of the Controlled Substances Act. Specifically, the Complaint alleges that the Company negligently failed to report suspicious orders to the Drug Enforcement Administration. In the Complaint, the Department of Justice seeks civil penalties and injunctive relief. This Complaint relates to the aforementioned and previously-disclosed investigations. On March 30, 2023, the Company filed a motion to dismiss the Complaint in its entirety on behalf of itself, ABDC, and ICS. On November 6, 2023, the United States District Court for the Eastern District of Pennsylvania granted in part and denied in part the motion, dismissing with prejudice all claims for civil penalties for Defendants' alleged violations of the suspicious order reporting requirement prior to October 24, 2018, but otherwise denying the motion. On December 18, 2023, the Company, ABDC and ICS filed an Answer and Affirmative Defenses to the Complaint. On January 23, 2024, the Court entered a Scheduling Order setting the fact discovery deadline as January 9, 2026 and the expert discovery deadline as September 18, 2026. The Company denies the allegations in the Complaint and intends to defend itself vigorously in the litigation.

#### ***Shareholder Securities Litigation***

On October 11, 2019, Teamsters Local 443 Health Services & Insurance Plan, St. Paul Electrical Construction Pension Plan, St. Paul Electrical Construction Workers Supplemental Pension Plan (2014 Restatement), Retirement Medical Funding Plan for the St. Paul Electrical Workers, and San Antonio Fire & Police Pension Fund filed a complaint for a purported derivative action in the Delaware Court of Chancery against the Company and certain of its current and former officers and directors (collectively, "Defendants"). The complaint alleges that the Defendants breached their fiduciary duties by failing to oversee the compliance by certain of the Company's subsidiaries (including the Company's former subsidiary Medical Initiatives, Inc. ("MI")) with federal regulations, allegedly resulting in the payment of fines and penalties in connection with the settlements with the USAO-EDNY in fiscal 2017 and 2018 that resolved claims arising from MI's pre-filled syringe program. In December 2019, Defendants filed a motion to dismiss the complaint. After briefing and oral argument, on August 24, 2020 the Delaware Court of Chancery denied Defendants' motion to dismiss. On September 24, 2020, the Company's Board of Directors established a Special Litigation Committee to conduct an investigation concerning the plaintiffs' allegations, and on November 10, 2020, the Delaware Court of Chancery granted the Special Litigation Committee's motion to stay the litigation pending its investigation. On September 22, 2021, the Special Litigation Committee filed its report under seal and moved to dismiss the case. The Delaware Court of Chancery granted the Special Litigation Committee's motion to dismiss on November 17, 2023, and entered an Order and Final Judgement on December 8, 2023. On January 5, 2024, the plaintiffs filed a notice of appeal to the Delaware Supreme Court from the Delaware Court of Chancery's November 17, 2023 decision granting the motion to dismiss and December 8, 2023 Order and Final Judgement. On September 20, 2024, the Delaware Supreme Court affirmed the Court of Chancery's judgment on the basis of and for the reasons stated in the Court of Chancery's November 17, 2023 Memorandum Opinion and there is no further right of appeal.

On December 30, 2021, Lebanon County Employees' Retirement Fund and Teamsters Local 443 Health Services & Insurance Plan filed a complaint for a purported derivative action in the Delaware Court of Chancery against the Company and certain of its current officers and directors. The complaint alleges claims for breach of fiduciary duty allegedly arising from the Board's and certain officers' oversight of the Company's controlled substance diversion control programs. The defendants moved to dismiss the complaint on March 29, 2022. On December 22, 2022, the Delaware Court of Chancery granted the motion to dismiss. On January 9, 2023, the Plaintiffs filed a Motion for Relief from Judgment and Order Pursuant to Rule 60(b) from the Delaware Chancery Court's judgment. On January 20, 2023, the Plaintiffs also appealed the ruling to the Delaware Supreme Court. On March 21, 2023, the Delaware Court of Chancery denied the Plaintiffs' Motion for Relief from Judgement and Order Pursuant to Rule 60(b). On December 18, 2023, the Delaware Supreme Court reversed the dismissal and remanded the case to the Delaware Court of Chancery for further proceedings. On January 12, 2024, the Company's Board of Directors established a Special Litigation Committee ("SLC") and delegated to the SLC the Board's full authority with respect to the litigation. On March 4, 2024, the Delaware Court of Chancery granted the SLC's consented-to motion to stay the action pending its investigation of the allegations of the complaint.

#### ***Subpoenas, Ongoing Investigations, and Other Contingencies***

From time to time, the Company receives subpoenas or requests for information from various government agencies relating to the Company's business or to the business of a customer, supplier, or other industry participant. The Company's responses often require time and effort and can result in considerable costs being incurred. Most of these matters are resolved without incident; however, such subpoenas or requests can lead to the assertion of claims or the commencement of civil or criminal legal proceedings against the Company and other members of the healthcare industry, as well as to substantial settlements.

In January 2017, U.S. Bioservices Corporation, a former subsidiary of the Company, received a subpoena for information from the USAO-EDNY relating to its activities in connection with billing for products and making returns of potential overpayments to government payers. A filed qui tam complaint related to the investigation was unsealed in April 2019 and the relator filed an amended complaint under seal in the U.S. District Court for the Eastern District of New York. In

December 2019, the government filed a notice that it was declining to intervene. The court ordered that the relator's complaint against the Company and other defendants, including AmerisourceBergen Specialty Group, LLC, be unsealed. The relator's complaint alleged violations of the federal False Claims Act and the false claims acts of various states. The relator filed a second amended complaint, removing one state false claims act count. The Company filed a motion to dismiss the second amended complaint and all briefs on the motion were filed with the court on October 9, 2020. The motion to dismiss was granted on December 22, 2022. The False Claims Act claims were dismissed with prejudice, and the state claims were dismissed without prejudice. On January 24, 2023, the relator filed Motions to Reconsider Dismissal and For Leave to Amend the Complaint. Response briefs on those motions were filed by the Company and all briefing was completed on February 15, 2023.

In December 2019, Reliable Pharmacy, together with other retail pharmacies and North Sunflower Medical Center, filed a civil antitrust complaint against multiple generic drug manufacturers, and also included claims against ABDC and H.D. Smith, and other drug distributors and industry participants. The case is filed as a putative class action and plaintiffs purport to represent a class of drug purchasers including other retail pharmacies and healthcare providers. The case has been consolidated for multidistrict litigation proceedings before the United States District Court for the Eastern District of Pennsylvania. The complaint alleges that ABDC, H.D. Smith, and others in the industry participated in a conspiracy to fix prices, allocate markets and rig bids regarding generic drugs. In March 2020, the plaintiffs filed a further amended complaint. On July 15, 2020, the defendants filed a motion to dismiss the complaint. On May 25, 2022, the Court granted the motion to dismiss without prejudice. On July 1, 2022, the plaintiffs filed an amended complaint, again including claims against ABDC, H.D. Smith, and other drug distributors and industry participants. On August 21, 2022, the Company and other industry participants filed a motion to dismiss the amended complaint. All briefs on the motion were filed with the court on November 22, 2022.

On March 3, 2022, the United States Attorney's Office for the Western District of Virginia notified the Company of the existence of a criminal investigation into MWI Veterinary Supply Co. ("MWI"), the Company's animal health subsidiary, in connection with grand jury subpoenas to which MWI previously responded relating to compliance with state and federal regulatory requirements governing wholesale shipments of animal health products to customers. In October 2024, the Company reached an agreement in principle to resolve these claims. Pursuant to the agreement in principle, the Company recorded a \$49.1 million litigation expense accrual in Litigation and Opioid-Related Expenses (Credit), Net in its fiscal 2024 Consolidated Statement of Operations. This liability was recorded in Accrued Expenses and Other on the Company's Consolidated Balance Sheet as of September 30, 2024.

#### **Note 14. Litigation Settlements**

##### ***Antitrust Settlements***

Numerous lawsuits have been filed against certain brand pharmaceutical manufacturers alleging that the manufacturer, by itself or in concert with others, took improper actions to delay or prevent generic drugs from entering the market. These lawsuits are generally brought as class actions. The Company has not been named a plaintiff in any of these lawsuits but has been a member of the direct purchasers' class (i.e., those purchasers who purchase directly from these pharmaceutical manufacturers). None of the lawsuits has gone to trial, but some have settled in the past with the Company receiving proceeds from the settlement funds. During fiscal 2024, 2023, and 2022, the Company recognized gains relating to these lawsuits of \$170.9 million, \$239.1 million, and \$1.8 million, respectively. These gains, which are net of attorney fees and estimated payments due to other parties, were recorded as reductions to cost of goods sold in the Company's Consolidated Statements of Operations.

#### **Note 15. Business Segment Information**

The Company is organized geographically based upon the products and services it provides to its customer and reports its results under two reportable segments: U.S. Healthcare Solutions and International Healthcare Solutions.

Prior to October 1, 2024, the chief operating decision maker ("CODM") of the Company was the Executive Vice President and Chief Operating Officer ("COO") of the Company, whose function is to allocate resources to, and assess the performance of, the Company's operating segments. Effective October 1, 2024, the COO was promoted to President & Chief Executive Officer of the Company and remains the CODM. The CODM does not review assets by operating segment for the purpose of assessing performance or allocating resources.

The U.S. Healthcare Solutions reportable segment distributes a comprehensive offering of brand-name, specialty brand-name and generic pharmaceuticals, over-the-counter healthcare products, home healthcare supplies and equipment, and related services to a wide variety of healthcare providers, including acute care hospitals and health systems, independent and chain retail pharmacies, mail order pharmacies, medical clinics, long-term care and alternate site pharmacies, and other customers. The U.S. Healthcare Solutions reportable segment also provides pharmaceutical distribution (including plasma and other blood products, injectable pharmaceuticals, vaccines, and other specialty pharmaceutical products) and additional services

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to physicians who specialize in a variety of disease states, especially oncology, and to other healthcare providers, including hospitals and dialysis clinics. Additionally, the U.S. Healthcare Solutions reportable segment provides data analytics, outcomes research, and additional services for biotechnology and pharmaceutical manufacturers. The U.S. Healthcare Solutions reportable segment also provides pharmacy management, staffing and additional consulting services, and supply management software to a variety of retail and institutional healthcare providers. It also provides a full suite of integrated manufacturer services that ranges from clinical trial support to product post-approval and commercialization support. Additionally, it delivers packaging solutions to institutional and retail healthcare providers. Through its animal health business, the U.S. Healthcare Solutions reportable segment sells pharmaceuticals, vaccines, parasiticides, diagnostics, micro feed ingredients, and various other products to customers in both the companion animal and production animal markets. It also offers demand-creating sales force services to manufacturers.

The International Healthcare Solutions reportable segment consists of businesses that focus on international pharmaceutical wholesale and related service operations and global commercialization services. The International Healthcare Solutions reportable segment distributes pharmaceuticals, other healthcare products, and related services to healthcare providers, including pharmacies, doctors, health centers and hospitals primarily in Europe. It is a leading global specialty transportation and logistics provider for the biopharmaceutical industry. It also is a provider of specialized services, including regulatory affairs, development consulting and scientific affairs, pharmacovigilance, and quality management and compliance, for the life sciences industry. In Canada, the business drives innovative partnerships with manufacturers, providers, and pharmacies to improve product access and efficiency throughout the healthcare supply chain.

The following illustrates reportable and operating segment disaggregated revenue as required by ASC 606, "Revenue from Contracts with Customers," for the periods indicated:

| (in thousands)                           | Fiscal Year Ended September 30, |                |                |
|--|---------------------------------|----------------|----------------|
|  | 2024                            | 2023           | 2022           |
| U.S. Healthcare Solutions                |                                 |                |                |
| Human Health                             | \$ 259,973,909                  | \$ 229,716,669 | \$ 207,284,444 |
| Animal Health                            | 5,365,518                       | 5,042,549      | 4,815,758      |
| Total U.S. Healthcare Solutions          | 265,339,427                     | 234,759,218    | 212,100,202    |
| International Healthcare Solutions       |                                 |                |                |
| Alliance Healthcare                      | 23,061,721                      | 22,349,278     | 21,890,402     |
| Other Healthcare Solutions               | 5,565,821                       | 5,069,401      | 4,601,271      |
| Total International Healthcare Solutions | 28,627,542                      | 27,418,679     | 26,491,673     |
| Intersegment eliminations                | (8,370)                         | (4,486)        | (4,869)        |
| Revenue                                  | \$ 293,958,599                  | \$ 262,173,411 | \$ 238,587,006 |

The following illustrates reportable segment operating income information for the periods indicated:

| (in thousands)                     | Fiscal Year Ended September 30, |              |              |
|------------------------------------|---------------------------------|--------------|--------------|
|                                    | 2024                            | 2023         | 2022         |
| U.S. Healthcare Solutions          | \$ 2,934,877                    | \$ 2,596,559 | \$ 2,456,972 |
| International Healthcare Solutions | 713,379                         | 692,562      | 706,458      |
| Total segment operating income     | \$ 3,648,256                    | \$ 3,289,121 | \$ 3,163,430 |

The following reconciles total segment operating income to income before income taxes for the periods indicated:

| (in thousands)                                       | Fiscal Year Ended September 30, |              |              |
|--|---------------------------------|--------------|--------------|
|  | 2024                            | 2023         | 2022         |
| Total segment operating income                       | \$ 3,648,256                    | \$ 3,289,121 | \$ 3,163,430 |
| Gains from antitrust litigation settlements          | 170,904                         | 239,092      | 1,835        |
| LIFO credit (expense)                                | 52,168                          | (204,595)    | (67,171)     |
| Turkey highly inflationary impact                    | (54,087)                        | (86,967)     | (40,033)     |
| Acquisition-related intangibles amortization         | (660,292)                       | (551,046)    | (304,551)    |
| Litigation and opioid-related (expenses) credit, net | (227,070)                       | 24,693       | (123,191)    |
| Acquisition-related deal and integration expenses    | (103,001)                       | (139,683)    | (119,561)    |
| Restructuring and other expenses                     | (233,629)                       | (229,884)    | (63,498)     |
| Goodwill impairment                                  | (418,000)                       | —            | (75,936)     |
| Asset impairment                                     | —                               | —            | (4,946)      |
| Operating income                                     | 2,175,249                       | 2,340,731    | 2,366,378    |
| Other loss (income), net                             | 14,283                          | (49,036)     | (27,352)     |
| Interest expense, net                                | 156,991                         | 228,931      | 210,673      |
| Income before income taxes                           | \$ 2,003,975                    | \$ 2,160,836 | \$ 2,183,057 |

Segment operating income is evaluated by the CODM of the Company and excludes gains from antitrust litigation settlements; LIFO credit (expense); Turkey highly inflationary impact; acquisition-related intangibles amortization; litigation and opioid-related (expenses) credit, net; acquisition-related deal and integration expenses; restructuring and other expenses; goodwill impairment; and impairment of assets. All corporate office expenses are allocated to the operating segment level.

Litigation and opioid-related (expenses) credit, net in fiscal 2024 includes \$263.1 million of litigation expense accruals (see Note 13), offset in part by a net \$92.2 million opioid litigation settlement accrual reduction primarily as a result of the Company's prepayment of the net present value of a future obligation as permitted under its opioid settlement agreements.

Litigation and opioid-related (expenses) credit, net in fiscal 2023 includes the receipt of \$83.4 million from the H.D. Smith opioid litigation indemnity escrow.

Included in other loss (income), net, the Company recognized net gains of \$40.7 million and \$56.2 million from the divestiture of non-core businesses in fiscal 2023 and 2022, respectively.

The following illustrates depreciation and amortization by reportable segment for the periods indicated:

| (in thousands)                               | Fiscal Year Ended September 30, |            |            |
|--|---------------------------------|------------|------------|
|  | 2024                            | 2023       | 2022       |
| U.S. Healthcare Solutions                    | \$ 298,683                      | \$ 292,814 | \$ 274,554 |
| International Healthcare Solutions           | 132,999                         | 120,044    | 114,790    |
| Acquisition-related intangibles amortization | 660,292                         | 551,046    | 304,551    |
| Total depreciation and amortization          | \$ 1,091,974                    | \$ 963,904 | \$ 693,895 |

Depreciation and amortization related to property and equipment and intangible assets but excludes amortization of deferred financing costs and other debt-related items, which are included in interest expense, net.

The following illustrates capital expenditures by reportable segment for the periods indicated:

| (in thousands)                     | Fiscal Year Ended September 30, |            |            |
|------------------------------------|---------------------------------|------------|------------|
|                                    | 2024                            | 2023       | 2022       |
| U.S. Healthcare Solutions          | \$ 273,715                      | \$ 268,069 | \$ 295,406 |
| International Healthcare Solutions | 213,458                         | 190,290    | 200,912    |
| Total capital expenditures         | \$ 487,173                      | \$ 458,359 | \$ 496,318 |



**Note 16. Fair Value of Financial Instruments**

The recorded amounts of the Company's cash and cash equivalents, accounts receivable, and accounts payable as of September 30, 2024 and 2023 approximate fair value based upon the relatively short-term nature of these financial instruments. Within Cash and Cash Equivalents, the Company had \$1,190.0 million and \$1,489.0 million of investments in money market accounts as of September 30, 2024 and 2023, respectively. The fair value of the money market accounts was determined based upon unadjusted quoted prices in active markets for identical assets, otherwise known as Level 1 inputs.

The recorded amount of long-term debt (see Note 6) and the corresponding fair value as of September 30, 2024 were \$3,811.7 million and \$3,588.0 million, respectively. The recorded amount of long-term debt and the corresponding fair value as of September 30, 2023 were \$4,146.1 million and \$3,572.6 million, respectively. The fair value of long-term debt was determined based upon inputs other than quoted prices, otherwise known as Level 2 inputs.

**Note 17. Subsequent Events**

*Announced Acquisition*

On November 5, 2024, the Company entered into an agreement to acquire Retina Consultants of America ("RCA"). Under the terms of the agreement, the Company will acquire RCA for cash based on an enterprise value of approximately \$4.6 billion, subject to a customary working capital and net-debt adjustment. RCA's affiliated practices, physicians, and management will rollover a portion of their equity in RCA. After giving effect to the rollover, a cash capitalization of RCA that the Company intends to make, and the payment of transaction fees and expenses, the Company's expected cash outlay at closing would be approximately \$4.3 billion. At closing, the Company expects to hold approximately 85% ownership in RCA. The agreement also provides for the potential payment of up to \$500 million in aggregate contingent consideration in fiscal 2027 and fiscal 2028, subject to the successful completion of certain predefined business objectives. The Company expects to fund the transaction through a combination of cash on hand and new debt financing and has obtained \$3.3 billion in bridge financing commitments in connection with the transaction. The transaction is subject to the satisfaction of closing conditions, including receipt of required regulatory approvals.

*Dividend Increase*

In November 2024, the Company's Board of Directors increased the quarterly dividend paid on common stock by 8% and declared a regular quarterly cash dividend of \$0.55 per share, payable on November 29, 2024 to shareholders of record on November 15, 2024.


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## GUARANTEE OF PERFORMANCE

For value receive Cencora, Inc., a Delaware corporation (the "Guarantor"), located at 1 West First Avenue, Conshohocken, PA 19428, absolutely and unconditionally guarantees to assume the duties and obligations of AmerisourceBergen Drug Corporation, located at 1 West First Avenue Conshohocken, PA 19428 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in the Franchise Disclosure Document issued December 17, 2024, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Conshohocken, Pennsylvania on the 15<sup>th</sup> day of October, 2024.

Guarantor: Cencora, Inc.

By: \_\_\_\_\_

Name: Elizabeth Campbell

Title: Executive Vice President and Chief legal Officer

**EXHIBIT F**  
**STATE SPECIFIC ADDENDA TO AMERISOURCEBERGEN DRUG CORPORATION**  
**DISCLOSURE DOCUMENT**  
**FOR THE STATE OF CALIFORNIA**

1. Item 3 is amended to reflect that:

Neither AmerisourceBergen Drug Corporation nor any person identified in Item 2 of the Disclosure Document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Item 5 is amended by the addition of the following language:

The release from claims does not include a release of any claims arising under the California Franchise Investment Act with respect to the offer or sale of the GNP Premier Agreement and the Premier Candidate Agreement.

3. Item 6 is amended by the addition of the following language:

The highest interest rate allowed in California may be 10% annually.

4. Item 17 is amended by the addition of the following language:

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or nonrenewal of a franchise. If the GNP Premier Agreement contains a provision that is inconsistent with the law, the law will control.

The GNP Premier Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The GNP Premier Agreement does not contain any covenant not to compete which extend beyond expiration or termination of the Agreement but, to the extent it did, these provisions may not be enforceable under California law.

The California Corporations Code, Section 31125 requires AmerisourceBergen Drug Corporation to give you a Disclosure Document, approved by the Department of Corporations, prior to a solicitation of a proposed material modification of an existing franchise.

If the GNP Premier Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The GNP Premier Agreement requires the application of the laws of Pennsylvania. This provision may be unenforceable under California Law.

If you must sign a general release to renew or transfer your franchise, California Corporations Code Sec. 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California Business and Professions Code Sec. 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
6. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF HAWAII**

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NOTWITHSTANDING ANYTHING CONTAINED IN THE FRANCHISE AGREEMENT OR AREA DEVELOPMENT AGREEMENT TO THE CONTRARY, YOU DO NOT HAVE TO PAY US THE INITIAL FRANCHISE FEE UNTIL WE PERFORM OUR PRE-OPENING OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND YOUR FIRST FRANCHISED BUSINESS IS OPEN. ONCE WE COMPLETE THIS OBLIGATION AND YOU ARE OPEN, YOU MUST IMMEDIATELY PAY US ALL INITIAL FEES WE DEFERRED.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF ILLINOIS**

1. Illinois law governs the agreement(s) between the parties to this franchise.
2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.
3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Your rights upon termination and non-renewal of a Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

While the Franchisor's Parent company has guaranteed to assume the duties and obligations of the Participation (Franchise) Agreement if the Franchisor is unable to do so, the Parent company's financial condition calls into question its ability to fulfill such a guarantee.

There is no training program for this franchise opportunity.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF MARYLAND**

1. Item 5 of the Disclosure Document is amended to reflect that, Based upon the financial information submitted, the Commissioner has determined that all fees paid to the franchisor by the franchisee, including payment for goods and services received from the franchisor before the business opens, shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee.
2. Item 17 of the Disclosure Document is amended to reflect that, pursuant to the Code of Maryland Regulations, any general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability or claims under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.
3. Item 17 of the Disclosure Document is amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
4. Item 17 of the Disclosure Document is amended to state that you may sue in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF MICHIGAN**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MICHIGAN  
THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE  
SOMETIMES FOUND IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING  
PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND  
CANNOT BE ENFORCED AGAINST YOU.**

(A) A prohibition on the right of a franchisee to join an association of franchisees.

(B) A requirement that a franchisee assent to release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than 5 years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent not to renew the franchise.

(E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- (1) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
- (2) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
- (3) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (4) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provision of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C ).

(I) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE ADDRESSED TO:  
DEPARTMENT OF ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION  
670 LAW BUILDING, 525 W. OTTAWA STREET  
LANSING, MICHIGAN 48913  
Telephone (517) 373-7117

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Minnesota Act"). To the extent that the Franchise Agreement and Franchise Disclosure Document have provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Minnesota Department of Commerce requires that ABDC indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that a franchisee's use of the Marks infringes trademark rights of the third party. ABDC does not indemnify against the consequences of Customer's use of the Marks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Customer must provide notice to ABDC of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to ABDC. If ABDC accepts the tender of defense, ABDC has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If either the Franchise Agreement or the Franchise Disclosure Document has a provision that is inconsistent with the Minnesota Act, such provision will be superseded by the Minnesota Act's requirements and will have no force or effect.
- b. Minnesota Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that Customer be given written notice of ABDC's intention not to renew 180 days prior to expiration of the franchise and that Customer be given sufficient opportunity to operate the franchise in order to enable Customer the opportunity to recover the fair market value of the franchise as a going concern. If either the Franchise Agreement or the Franchise Disclosure Document has a provision that is inconsistent with the Minnesota Act, such provision will be superseded by the Minnesota Act's requirements and will have no force or effect.
- c. Minnesota Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that Customer be given 90 days' notice of termination (with 60 days to cure). If either the Franchise Agreement or the Franchise Disclosure Document has a provision that is inconsistent with the Minnesota Act, such provision will be superseded by the Minnesota Act's requirements and will have no force or effect.
- d. Minn. Rule 2860.4400(D) prohibits ABDC from requiring Customer to assent to a general release. If either the Franchise Agreement or the Franchise Disclosure Document requires Customer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release will exclude claims arising under the Minnesota Act, and such acknowledgments will be void with respect to claims under the Minnesota Act.
- e. Minnesota Statutes, Section 80C.21 and Minn. Rule 2860.4400(J) prohibit ABDC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring Customer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Agreement or the Franchise Disclosure Document can abrogate or reduce Customer's rights under Minnesota Statutes, Chapter 80C or Customer's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.



Notwithstanding anything contained in the franchise agreement or area development agreement to the contrary, you do not have to pay us the initial franchise fee until we perform our pre-opening obligations under the franchise agreement and your first franchised business is open. Once we complete this obligation and you are open, you must immediately pay us all initial fees we deferred.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF NEW YORK**

1. Item 3 of the Disclosure Document is supplemented by the following language:  
Except as described in Item 3:

Neither we nor any person identified in Item 2 above, has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither we nor any person identified in Item 2 above, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this Disclosure Document, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither we nor any person identified in Item 2 above, is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 of the Disclosure Document is supplemented by the following language:

Neither we, nor any of our affiliates or predecessors described in Item 1, or officers or general partners described in Item 2 have within the 10-year period immediately before the date of this Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or general partner in a partnership that either filed as a debtor (or that had filed against it) a petition to start an action under U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner held the position with the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution", shall be supplemented under the categories entitled "Termination by Franchisee" and "Assignment of Contract by Franchisor" respectively, by the following language which shall be deemed an integral part thereof:

Any general release required under the GNP Premier Agreement shall be limited by the following, "All rights arising in your favor from the provisions of General Business Law of the State of New York, Article 33 and regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Sections 687.4 and 687.5 be satisfied."

You have whatever rights you may have under applicable law to terminate the GNP Premier Agreement.

No assignment will be made except to an Assignee who, in our opinion, is willing and able to assume our obligations under the GNP Premier Agreement.

The GNP Premier Agreement requires the application of Pennsylvania law, however, the choice of law provision should not be considered a waiver of any right conferred on the franchisee by GBL, Article 33.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF NORTH DAKOTA**

1. Item 17(i) of the Disclosure Document is amended by the addition of the following language:

If the GNP Premier Agreement contains a liquidated damages clause, under Section 51-19-09 of the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.

2. The State Cover Page and Item 17.w. are amended by the addition of the following language:

The GNP Premier Agreement requires the application of the laws of Pennsylvania. This provision may be unenforceable under North Dakota Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF RHODE ISLAND**

1. Item 17 of the Disclosure Document is amended to state that Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that any provision in the GNP Premier Agreement restricting jurisdiction or venue to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF VIRGINIA**

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Items 17.e. and 17.h. of the Franchise Disclosure Document are supplemented by the following:

“Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the GNP Premier Agreement do not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a

franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO AMERISOURCEBERGEN DRUG CORPORATION  
DISCLOSURE DOCUMENT  
FOR THE STATE OF WISCONSIN**

1. Item 17 of the Disclosure Document is amended to state that the Wisconsin Fair Dealership Law (the "Wisconsin Act") supersedes any provisions contained in the Disclosure Document or the GNP Premier Agreement that are inconsistent with the Wisconsin Act.

### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

| <b>State</b> | <b>Effective Date</b> |
|--------------|-----------------------|
| California   |                       |
| Florida      |                       |
| Hawaii       |                       |
| Illinois     |                       |
| Indiana      |                       |
| Maryland     |                       |
| Michigan     |                       |
| Minnesota    |                       |
| New York     |                       |
| North Dakota |                       |
| Rhode Island |                       |
| South Dakota |                       |
| Utah         |                       |
| Virginia     |                       |
| Washington   |                       |
| Wisconsin    |                       |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date of: December 19, 2024.

**ITEM 23  
RECEIPT**

This Disclosure Document summarizes provisions of the GNP Premier Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If AmerisourceBergen Drug Corporation offers you a franchise, AmerisourceBergen Drug Corporation must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make any payment to AmerisourceBergen Drug Corporation or an affiliate in connection with the proposed franchise sale. Under Michigan and Wisconsin law, AmerisourceBergen Drug Corporation must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under Oklahoma, New York and Rhode Island law, AmerisourceBergen Drug Corporation must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship.

If AmerisourceBergen Drug Corporation does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

The name and address of our registered agent authorized to receive service of process is shown in Exhibit A.

The franchise seller's name(s), business address(es) and telephone number(s) is(are):

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I have received a Franchise Disclosure Document with an issuance date of December 19, 2024. State registration effective dates are listed on the State Registrations Page. This Disclosure Document included the following Exhibits:

- A. State Administrators/Agents for Service of Process
- B. GNP Premier Agreement with Exhibits A-E and Term Sheets 1-10
- C. Table of Contents of GNP Manual
- D. List of Current, Transferred & Former Franchisees
- E. Financial Statements and Cencora Guaranty
- F. Addendum to Disclosure Document

**PROSPECTIVE FRANCHISEE:**

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Please sign this Receipt and return it (fax or mail) to:**

Good Neighbor Pharmacy Programs  
1 West First Avenue, Conshohocken,  
PA, 19428  
Fax 610-862-3718.

**ITEM 23  
RECEIPT**

This Disclosure Document summarizes provisions of the GNP Premier Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If AmerisourceBergen Drug Corporation offers you a franchise, AmerisourceBergen Drug Corporation must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make any payment to AmerisourceBergen Drug Corporation or an affiliate in connection with the proposed franchise sale. Under Michigan and Wisconsin law, AmerisourceBergen Drug Corporation must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under Oklahoma, New York and Rhode Island law, AmerisourceBergen Drug Corporation must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship.

If AmerisourceBergen Drug Corporation does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

The name and address of our registered agent authorized to receive service of process is shown in Exhibit A.

The franchise seller's name(s), business address(es) and telephone number(s) is(are):

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I have received a Franchise Disclosure Document with an issuance date of December 19, 2024. State registration effective dates are listed on the State Registrations Page. This Disclosure Document included the following Exhibits:

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- D. List of Current, Transferred & Former Franchisees
- E. Financial Statements and Cencora Guaranty
- F. Addendum to Disclosure Document

**PROSPECTIVE FRANCHISEE:**

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Please retain this Receipt for your records.**