

340B PROGRAM THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT

THIS ADMINISTRATOR SERVICE AGREEMENT (the "**Agreement**") is entered into this 26th day of September, 2019 (the "**Effective Date**"), between [REDACTED] LLC (dba MEDIRARx) ("**MEDIRARx**"), located at 42 Broadway, Suite 1815, New York, NY 10004, and Alpha Omega Alliance, Inc. dba Riviera Beach Integrated Care, including its Subsidiaries and Affiliates (as defined in Section 1 below, collective referred to as "**Client**"), with its principal place of business at 31 W 20th Street, Riviera Beach, FL 33404, operating under any and all [REDACTED] 340B ID's as it had registered as of the Effective Date of this Agreement or may subsequently register during the term of this agreement. Client and MEDIRARx may be individually referred to as a "**Party**" or collectively as "**the Parties**." Terms capitalized but not defined in the body of this Agreement shall have the meanings set forth in Section 1 below.

WHEREAS, Client is or will be a Covered Entity under the 340B Drug Pricing Program created under Section 340B of the Public Health Services Act (the "**340B Program**");

WHEREAS, MEDIRARx will support Client in its participation in the 340B Program in order to assist in the delivery of low-cost health care-related services to eligible patients;

WHEREAS, as a Covered Entity, Client will be eligible to purchase outpatient prescription drugs for its patients or clients (hereinafter referred to as "**Eligible Patients**") at favorable discounts from drug manufacturers who participate in the 340B Program;

WHEREAS, Client desires to enter into a "ship to/bill to" arrangement(s) between one or more Contract pharmacy(s), which will dispense Covered Drugs on behalf of Client to its Eligible Patients, and charge and collect for such drugs, all on Client's behalf, in compliance with all applicable 340B Program laws and regulations; and

WHEREAS, Client desires to engage MEDIRARx to act as its exclusive 340B third party administrator to help Client coordinate, administer, and manage Client's participation in the 340B Program;

NOW, THEREFORE, in consideration of the mutual promises and agreement herein contained, Client and MEDIRARx hereby agree as follows:

1. DEFINITIONS

"**Affiliate**" refers to any corporation or other business entity directly or indirectly controlling, controlled by or under common control with Client whether now existing or coming into existence after the Effective Date.