

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into as of _____, 2018, by and between _____ whose address is _____ ("Client") and PurNet, Inc., whose address is Box 413, Worthington, Minnesota ("PurNet").

RECITALS

Client owns and operates medical facilities, and PurNet provides consulting services. The parties wish to enter into this Agreement with PurNet whereby PurNet will provide consulting services to Client.

AGREEMENT

In consideration of the mutual terms and conditions contained in this Agreement, the parties agree as follows:

I. ENGAGEMENT; DESCRIPTION OF SERVICES

Client retains and engages PurNet to provide contract aggregation services relating to Client's purchase of pharmaceutical and medical/surgical products and supplies through Medline Industries, Inc. and other distributors (the "Services").

During the term of this Agreement, PurNet shall have the authority, as Client's representative and on Client's behalf, to approve and sign all contracts, agreements and other documents reasonably required for PurNet's performance of the Services, including but not limited to letters of commitment, GPO affiliation agreements, and agreements with vendors and suppliers of goods and services.

II. PAYMENT FOR SERVICES PERFORMED

Client will not pay any fees directly to PurNet for the Services.

Client acknowledges that PurNet will receive payment of fees ("GPO Fees") for administrative and other services provided by PurNet from vendors based on products and services purchased by Client. The percentage of the GPO Fees PurNet receives will not exceed three percent (3%) of the price of the goods or services provided by each vendor. The fees payable by Client under this Agreement have been discounted by PurNet by an amount intended by PurNet to be equivalent to the GPO Fees payable to PurNet in connection with purchases by Client of goods and services from vendors under this Agreement.

In compliance with the GPO safe harbor under the Anti-Kickback Statute and its implementing regulations (42 C.F.R. § 1001.952(j)), to the extent required by law, PurNet will disclose in writing at least annually to Client the administrative fees or other amounts received by PurNet from vendors with respect to purchases made by or on behalf of Client.

III. TERM AND TERMINATION OF THE AGREEMENT

The term of this Agreement (the "Term") shall begin as of the date first set forth above and shall continue for one year and shall then renew automatically for successive one year terms thereafter. Either party may terminate this Agreement at any time prior to the end of the initial term or any renewal term upon at least 30 days' prior written notice to the other party.

Sections V-VIII shall survive any termination or expiration of this Agreement.

IV. CHOICE OF VENDORS BY PURNET

PurNet reserves the right to negotiate and secure contracts with vendors not currently contracted with by Client, that are able to offer the same items as purchased previously by the Client, with more advantageous pricing (such vendors shall be selected by PurNet in its sole discretion). Client has the discretion to accept or decline PurNet's recommendation on Vendor selection.

V. WARRANTIES

PurNet shall perform the Services in accordance with accepted industry standards. **PURNET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT.**

VI. LIABILITY ON LIABILITY

IN NO EVENT SHALL PURNET BE LIABLE TO CLIENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS.

VII. CONFIDENTIALITY

Except in connection with this Agreement, neither party will directly or indirectly use or disclose any of the other party's Confidential Information now or after termination of this Agreement. Each party shall take all steps necessary to ensure that its employees and agents comply with this Section VII. "Confidential Information" means the following information provided by one party to the other party, whether delivered orally, electronically or in writing, which is marked confidential or proprietary or not generally known regarding the other party or its clients, including information regarding services, programs, operations, fees and pricing, development, marketing, business systems, finances, technologies, suppliers, vendors, employees, and contractors. Confidential Information of a party does not include information which (x) is or hereafter becomes generally known or available to the public through no fault of the other party; (y) can be shown by written records to be developed independently by the other party without using Confidential Information; or (z) is required to be disclosed by applicable law or regulation.

The Client is responsible for the compliance with any and all patient confidentiality requirements and shall hold PurNet harmless for any and all such confidentiality violations including but not limited to HIPAA.

VIII. GENERAL

- a. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Minnesota, and venue for any dispute arising out of this Agreement shall be in a federal or state court located in Minnesota. The reasonable fees and expenses of the prevailing party in any litigation shall be paid by the non- prevailing party.
- b. Signatures. This Agreement may be executed in counterparts. An executed copy delivered by facsimile or electronic mail shall be considered an original for all purposes.
- c. Effect on Other Parties; Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon the parties to this Agreement and their successors and permitted assigns.
- d. Entire Agreement. This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof, and supersedes any previous agreements and understandings between the parties with respect to the subject matter hereof. The Agreement may only be modified by a written amendment signed by Client and PurNet.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

PurNet, Inc.

By _____

By _____

Its _____

Its _____