

**Premier Health Alliance Agreement
with SRM Pharmaceuticals**

CONTRACT NUMBER: PPPH18SR01

BETWEEN

SRM PHARMACEUTICALS, INC.

("Manufacturer")

3705 Quakerbridge Road, Suite 212,

Hamilton, NJ-08619,

United States

Phone: +1 609 594 5930

Fax: 732-862-1103

AND

PREMIER HEALTH ALLIANCE, LLC

("GPO")

500 Healthcare Plaza

Charlotte, NC 28202

Tax ID: 45-2831679

EFFECTIVE DATE: July 1, 2025

AGREEMENT NUMBER: NP-PHA-2025-C4761

EXPIRATION DATE: June 30, 2028

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1. DEFINITIONS

1.1 "**Administrative Fee**" means the fee paid by Manufacturer to GPO as compensation for the administrative services provided by GPO, calculated as a percentage of the purchase price of Contracted Products purchased by GPO Members.

1.2 "**Agreement**" means this Commercial Pricing Agreement including all exhibits, schedules, and amendments.

1.3 "**Contract Price**" means the price at which Trading Partner may purchase Contracted Products for subsequent resale to GPO Members as set forth in Exhibit A.

1.4 "**Contracted Products**" means the pharmaceutical products manufactured or distributed by Manufacturer as listed in Exhibit A.

1.5 "**Effective Date**" means July 1, 2025.

1.6 "**GPO**" means Premier Health Alliance, LLC.

1.7 "**GPO Members**" means healthcare providers that have executed a participation agreement with GPO, as listed in Exhibit B.

1.8 "**Manufacturer**" means SRM Pharmaceuticals, Inc.

1.9 "**NDC**" means the National Drug Code, the unique 10-digit or 11-digit, 3-segment number assigned to each medication listed under Section 510 of the Federal Food, Drug, and Cosmetic Act.

1.10 "**Purchase Volume**" means the aggregate dollar amount of Contracted Products purchased by GPO Members during a specified period, calculated based on Contract Price.

1.11 "**Rebate**" means a retrospective payment from Manufacturer to GPO Members based on the Purchase Volume of Contracted Products during a specified period.

1.12 "**Trading Partner**" means MedSource Distribution, Inc., a pharmaceutical wholesaler authorized to distribute Contracted Products to GPO Members.

1.13 "**WAC**" means Wholesale Acquisition Cost, the list price established by Manufacturer for wholesalers and direct purchasers before any discounts, rebates, or other price concessions.

2. TERM AND TERMINATION

2.1 Term

This Agreement shall commence on the Effective Date and continue for an initial period of thirty-six (36) months, unless earlier terminated as provided herein.

2.2 Renewal

This Agreement may be renewed for additional twelve (12) month periods upon mutual written agreement of the parties no less than ninety (90) days prior to the expiration of the then-current term.

2.3 Termination for Convenience

Either party may terminate this Agreement for any reason upon one hundred eighty (180) days prior written notice to the other party.

2.4 Termination for Cause

Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a material breach of this Agreement by the other party if such breach remains uncured at the end of such thirty (30) day period.

2.5 Effect of Termination

Upon expiration or termination of this Agreement, Manufacturer shall continue to process and pay all Administrative Fees and Rebates due for Contracted Products purchased by GPO Members prior to the effective date of such expiration or termination.

3. CONTRACTED PRODUCTS AND PRICING

EXHIBIT A: CONTRACTED PRODUCTS

Product Name	NDC	Size	WAC Price	Tier 1 Price	Tier 2 Price	Tier 3 Price
Cardiolex 10mg	65483-1021-30	30 tablets	\$195.00	\$175.50	\$165.75	\$156.00
Cardiolex 20mg	65483-1022-30	30 tablets	\$275.00	\$247.50	\$233.75	\$220.00
Cardiolex 40mg	65483-1023-30	30 tablets	\$395.00	\$355.50	\$335.75	\$316.00
Neurovex 25mg	65483-2041-60	60 capsules	\$425.00	\$382.50	\$361.25	\$340.00
Neurovex 50mg	65483-2042-60	60 capsules	\$625.00	\$562.50	\$531.25	\$500.00
Neurovex 100mg	65483-2043-60	60 capsules	\$895.00	\$805.50	\$760.75	\$716.00
Immunolex 150mg Injection	65483-3051-01	1 vial	\$1,250.00	\$1,125.00	\$1,062.50	\$1,000.00
Immunolex 300mg Injection	65483-3052-01	1 vial	\$2,450.00	\$2,205.00	\$2,082.50	\$1,960.00
Respiraclear 50mcg Inhaler	65483-4071-01	1 inhaler	\$185.00	\$166.50	\$157.25	\$148.00
Respiraclear 100mcg Inhaler	65483-4072-01	1 inhaler	\$245.00	\$220.50	\$208.25	\$196.00
Glucobalance 5mg	65483-5081-90	90 tablets	\$125.00	\$112.50	\$106.25	\$100.00
Glucobalance 10mg	65483-5082-90	90 tablets	\$175.00	\$157.50	\$148.75	\$140.00
Glucobalance 20mg	65483-5083-90	90 tablets	\$235.00	\$211.50	\$199.75	\$188.00

3.1 Pricing Adjustments

Manufacturer may adjust the WAC pricing of Contracted Products no more than once per calendar quarter and shall provide at least thirty (30) days' advance written notice to GPO of any such adjustments. Any such adjustment shall automatically result in a corresponding adjustment to the Contract Price, maintaining the same percentage discount structure.

3.2 Pricing Terms

Product pricing as of the Effective Date of the Agreement is set forth in Exhibit A hereto. Prices are subject to all taxes, excises, or other charges levied by any government (national, state or local) upon the sale, consumption, or use of the Products listed herein. For Products that are priced at floating wholesale acquisition cost (i.e., wholesale list price) or at a discount off floating wholesale acquisition cost or otherwise subject to change, Seller reserves the right to increase prices in accordance with the provisions set forth below:

Upon any price increase on a contracted Product that is not set at a firm price: (i) Seller will send a price increase Notification to both Premier and Authorized Distributors; (ii) the price increase will automatically update on Premier contract; and (iii) Seller agrees to have a contract price discussion with Premier. Should Premier not wish to accept the new price of the contracted Product then Premier has the option to remove that Product from contract upon notice to Seller. In the event Seller differentiates pricing based on the types of facilities or businesses operated by Participating Members, such differentiation shall be limited to the following classifications only (referred to herein as "Service Provider Classifications")

3.3 New Products

Manufacturer may add new products to Exhibit A by providing written notice to GPO. Such products shall be added as Contracted Products upon mutual written agreement of the parties.

3.4 Discontinued Products

Manufacturer shall provide GPO with at least ninety (90) days' advance written notice prior to discontinuing any Contracted Product. Manufacturer shall continue to supply discontinued Contracted Products for a transition period of up to one hundred eighty (180) days following the effective date of discontinuation.

4. TIER ELIGIBILITY AND BENEFITS

4.1 Tier Structure

Tier Level	Quarterly Purchase Volume	Price Discount	Administrative Fee	Rebate
Tier 1	\$0 - \$249,999	10%	2.0%	0%
Tier 2	\$250,000 - \$999,999	15%	2.0%	1.5%
Tier 3	\$1,000,000+	20%	3.0%	3.0%

4.2 Tier Eligibility Determination

Tier eligibility shall be determined on a quarterly basis based on each GPO Member's aggregate Purchase Volume of Contracted Products during the immediately preceding calendar quarter.

4.3 Initial Tier Placement

Each GPO Member shall be initially placed in Tier 1 for the first calendar quarter following the Effective Date, unless otherwise agreed in writing by the parties.

4.4 Tier Advancement

A GPO Member that achieves the Purchase Volume threshold for a higher tier during a calendar quarter shall advance to such higher tier effective as of the first day of the immediately following calendar quarter.

4.5 Tier Maintenance

A GPO Member must maintain the required Purchase Volume threshold for its current tier during each calendar quarter to remain in such tier for the following calendar quarter. If a GPO Member's Purchase Volume falls below the required threshold for its current tier, such GPO Member shall be moved to the appropriate lower tier effective as of the first day of the immediately following calendar quarter.

4.6 Compliance Requirements

To qualify for Tier 2 or Tier 3 pricing, a GPO Member must maintain at least 80% compliance with the formulary requirements described in Section 8.1.

5. ORDERING AND DISTRIBUTION

5.1 Purchase Orders

GPO Members shall purchase Contracted Products through the Trading Partner by submitting purchase orders to the Trading Partner in accordance with the ordering procedures established by the Trading Partner.

5.2 Distribution

Manufacturer shall supply Contracted Products to the Trading Partner for subsequent distribution to GPO Members in accordance with the terms of a separate distribution agreement between Manufacturer and the Trading Partner.

5.3 Delivery Terms

Delivery terms for Contracted Products shall be F.O.B. destination. Title to and risk of loss for Contracted Products shall pass to the Trading Partner upon delivery to the Trading Partner's designated facility.

5.4 Allocation

In the event of a shortage of any Contracted Product, Manufacturer shall allocate available supply among all customers, including GPO Members, in a fair and equitable manner.

6. PAYMENT TERMS

6.1 Administrative Fees

6.1.1 Manufacturer shall pay the applicable Administrative Fee to GPO within thirty (30) days after the end of each calendar quarter.

6.1.2 Administrative Fees shall be calculated based on the total Purchase Volume of Contracted Products by all GPO Members during the applicable calendar quarter.

6.1.3 Administrative Fee payments shall be accompanied by a report detailing the calculation of such payment in the format specified by GPO.

6.2 Rebates

6.2.1 Manufacturer shall pay applicable Rebates to GPO Members within forty-five (45) days after the end of each calendar quarter.

Rebates shall be calculated based on each GPO Member's Purchase Volume of Contracted Products during the applicable calendar quarter.

Rebate payments shall be accompanied by a report detailing the calculation of such payment in the format specified by GPO.

6.3 Payment Method

All payments under this Agreement shall be made by electronic funds transfer to the bank account designated by the receiving party.

6.4 Reconciliation

The parties shall reconcile any discrepancies in Administrative Fee or Rebate payments within sixty (60) days after the end of each calendar quarter.

6.5 Disputed Amounts

Any disputed amounts shall be resolved in accordance with the dispute resolution procedures set forth in Section 12.8.

7. REPORTING REQUIREMENTS

7.1 Sales Reports

Manufacturer shall provide GPO with monthly sales reports detailing the Purchase Volume of Contracted Products by each GPO Member. Such reports shall be provided within fifteen (15) days after the end of each calendar month.

7.2 Pricing Reports

Manufacturer shall provide GPO with updated pricing reports within fifteen (15) days after any adjustment to the pricing of Contracted Products.

7.3 Compliance Reports

Manufacturer shall provide GPO with quarterly compliance reports detailing each GPO Member's compliance with the formulary requirements described in Section 8.1. Such reports shall be provided within fifteen (15) days after the end of each calendar quarter.

7.4 Tier Status Reports

Manufacturer shall provide GPO with quarterly tier status reports detailing each GPO Member's tier placement for the upcoming calendar quarter. Such reports shall be provided within fifteen (15) days after the end of each calendar quarter.

7.5 Report Format

All reports shall be provided in electronic format via secure file transfer protocol (SFTP) or another secure method agreed upon by the parties.

8. COMPLIANCE

8.1 Formulary Requirements

8.1.1 GPO Members shall maintain Contracted Products as preferred products on their respective formularies.

8.1.2 GPO Members shall use commercially reasonable efforts to promote the use of Contracted Products within their respective facilities.

8.1.3 GPO Members shall implement appropriate policies and procedures to ensure compliance with the formulary requirements.

8.2 Compliance Monitoring

8.2.1 Manufacturer shall monitor each GPO Member's compliance with the formulary requirements on a quarterly basis.

8.2.2 Manufacturer shall provide GPO with written notice of any material non-compliance by a GPO Member.

8.2.3 GPO shall use commercially reasonable efforts to address any material non-compliance by a GPO Member within thirty (30) days after receipt of notice from Manufacturer.

8.3 Regulatory Compliance

8.3.1 Each party shall comply with all applicable federal, state, and local laws, regulations, and guidelines, including but not limited to the Anti-Kickback Statute, the Stark Law, and the Health Insurance Portability and Accountability Act (HIPAA).

8.3.2 Each party shall maintain appropriate policies and procedures to ensure compliance with all applicable laws, regulations, and guidelines.

8.3.3 Each party shall promptly notify the other party of any material changes in applicable laws, regulations, or guidelines that may affect the performance of this Agreement.

8.4 Audits

8.4.1 GPO may audit Manufacturer's records relating to this Agreement no more than once per calendar year upon at least thirty (30) days' advance written notice.

8.4.2 Manufacturer may audit GPO's records relating to this Agreement no more than once per calendar year upon at least thirty (30) days' advance written notice.

8.4.3 Each party shall bear its own costs associated with any audit conducted pursuant to this Section 8.4.

9. CONFIDENTIALITY

9.1 Confidential Information

9.1.1 "Confidential Information" means all non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement, including but not limited to pricing information, sales data, product information, and business strategies.

9.1.2 Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is rightfully known to the Receiving Party prior to disclosure by the Disclosing Party.

9.2 Obligations of Confidentiality

9.2.1 The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations under this Agreement; (b) protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; and (c) limit access to the Disclosing Party's Confidential Information to those of its employees, agents, and contractors who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein.

9.2.2 The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law, regulation, or court order, provided that the Receiving Party: (a) promptly notifies the Disclosing Party of such requirement (to the extent legally permitted); (b) reasonably cooperates with the Disclosing Party's efforts to limit or contest such disclosure; and (c) discloses only that portion of the Confidential Information that it is legally required to disclose.

9.3 Term of Confidentiality Obligations

The obligations of confidentiality set forth in this Section 9 shall survive the expiration or termination of this Agreement for a period of five (5) years.

10. REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties

Each party represents and warrants to the other party that:

10.1.1 It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

10.1.2 It has the full right, power, and authority to enter into and perform its obligations under this Agreement.

10.1.3 This Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10.1.4 The execution, delivery, and performance of this Agreement does not violate any agreement or instrument to which such party is a party or by which such party is bound.

10.2 Manufacturer Representations and Warranties

Manufacturer represents and warrants to GPO that:

10.2.1 All Contracted Products shall be manufactured, labeled, packaged, stored, and shipped in accordance with all applicable laws, regulations, and guidelines, including but not limited to the Federal Food, Drug, and Cosmetic Act and current Good Manufacturing Practices.

10.2.2 All Contracted Products shall conform to their respective specifications and shall be free from defects in materials and workmanship.

10.2.3 Manufacturer has all necessary licenses, permits, and authorizations required to manufacture and distribute the Contracted Products.

10.3 GPO Representations and Warranties

GPO represents and warrants to Manufacturer that:

10.3.1 GPO has the authority to act on behalf of GPO Members with respect to the negotiation and administration of this Agreement.

10.3.2 GPO has all necessary licenses, permits, and authorizations required to perform its obligations under this Agreement.

10.3.3 GPO shall comply with all applicable laws, regulations, and guidelines in the performance of its obligations under this Agreement.

10.4 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Certain Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Limitation of Liability

EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF ADMINISTRATIVE FEES PAID BY MANUFACTURER TO GPO DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11.3 Exceptions

The limitations of liability set forth in this Section 11 shall not apply to: (a) either party's indemnification obligations under Section 12.7; (b) either party's breach of its confidentiality obligations under Section 9; or (c) any liability that cannot be excluded or limited under applicable law.

12. GENERAL PROVISIONS

12.1 Assignment

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to an affiliate or to a successor in interest by reason of merger, consolidation, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section 12.1 shall be null and void.

12.2 Notices

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed given: (a) when delivered personally; (b) when sent by confirmed electronic mail or facsimile; (c) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after being sent by overnight courier, in each case to the address or contact information provided by the other party.

12.3 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, epidemics, pandemics, or shortages of transportation, facilities, fuel, energy, labor, or materials.

12.4 Independent Contractors

The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other relationship between the parties.

12.5 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

12.6 Waiver

No waiver by either party of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

12.7 Indemnification

Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, suit, action, or proceeding by a third party to the extent such losses, damages, liabilities, costs, and expenses arise out of or relate to: (a) the indemnifying party's breach of this Agreement; (b) the indemnifying party's negligence or willful misconduct; or (c) the indemnifying party's violation of applicable law.

12.8 Dispute Resolution

12.8.1 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between executives who have authority to settle the dispute.

12.8.2 If the dispute is not resolved through negotiation within thirty (30) days after the dispute is first raised, the parties may proceed to mediation, which shall be conducted by a mediator mutually agreed upon by the parties.

12.8.3 If the dispute is not resolved through mediation within sixty (60) days after the commencement of mediation, either party may commence litigation in any court of competent jurisdiction.

12.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

12.10 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.11 Entire Agreement

This Agreement, including all exhibits and schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether written or oral.

12.12 Amendments

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

12.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

13. GPO MEMBERS

EXHIBIT B: GPO MEMBER LIST

GPO Member Name	Member ID	Address	City	State	Zip Code	Tier Status
Mercy Regional Medical Center	PRMC-001	1500 Hospital Drive	Cincinnati	OH	45202	Tier 3
St. Luke's Community Hospital	SLCH-002	800 Medical Center Blvd	Atlanta	GA	30308	Tier 2
University Health System	UHS-003	4250 University Parkway	Seattle	WA	98195	Tier 3
Oakwood Memorial Hospital	OMH-004	275 Oakwood Avenue	Detroit	MI	48226	Tier 1
Riverside Health Network	RHN-005	3300 Riverside Drive	Phoenix	AZ	85004	Tier 2
Metropolitan Medical Partners	MMP-006	950 Metro Plaza	Chicago	IL	60601	Tier 3
Parkview Hospital System	PHS-007	1200 Park Avenue	Miami	FL	33130	Tier 2
Westside Community Health	WCH-008	2100 West Main Street	Denver	CO	80202	Tier 1
Valley Regional Medical Group	VRMG-009	1800 Valley Road	Raleigh	NC	27601	Tier 1
Northshore Medical Center	NMC-010	500 North Shore Drive	Boston	MA	02108	Tier 2
Central Health Providers	CHP-011	350 Central Avenue	Austin	TX	78701	Tier 1
Summit Healthcare Alliance	SHA-012	4500 Summit Boulevard	Portland	OR	97201	Tier 2

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Lakeside Hospital	LH-013	750 Lakeside Drive	Minneapolis	MN	55401	Tier 1
Pacific Coast Medical Center	PCMC-014	2000 Pacific Avenue	San Diego	CA	92101	Tier 3
Eastside Health System	EHS-015	1350 East Main Street	Philadelphia	PA	19102	Tier 2

14. PAYMENT INSTRUCTIONS

EXHIBIT C: PAYMENT INSTRUCTIONS

SELLER: SRM PHARMACEUTICALS, INC.

CONTRACT NUMBER: PPPH18SR01

PRODUCT CATEGORY: Brand Pharmaceuticals

All wires should be setup as follows:

Beneficiary: PREMIER HEALTH ALLIANCE, LLC

Beneficiary Bank: Wells Fargo Bank,
Commercial Banking Office
301 South Tryon Street, T28
Charlotte, NC 28288.

Beneficiary Account: #7132-256128

Bank ABA: 121000248

Memo Line: ***Include contract number(s) and period covered***

Checks should be made payable to "Premier Health Alliance, LLC." and sent to the following address:

PREMIER HEALTH ALLIANCE, LLC
("GPO")
500 Healthcare Plaza
Charlotte, NC 28202
Tax ID: 45-2831679

Note: Please include on Memo Line the contract number(s) and period covered

AGREEMENT NUMBER: NP-PHA-2025-C4761

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15. SIGNATURES

SRM PHARMACEUTICALS, INC.

By: _____

Name: Sarah J. Robertson

Title: Vice President, Contracts & Pricing

Date: _____

PREMIER HEALTH ALLIANCE, LLC

By: _____

Name: Michael T. Anderson

Title: Chief Contracting Officer

Date: _____