

## 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 \$1,797 to \$446,405, 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 \$574,705, 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 22, 2021

## 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 an 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.
2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.

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.**

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## 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 AmerisourceBergen Corporation (“AB”), a Delaware corporation, formed on March 16, 2001 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 AB. 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 AB.

AB 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, 2021, there were 259 Voluntary Pharmacies and 2,152 GNP Premier Pharmacies (for a total of 2,411). 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 authorization to enable us to receive your business transaction data.

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>                      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>  <i>(Included with Elevate Provider Network®)</i>                      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 third parties supporting or participating in the Pharmacy Programs, including without limitation your designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, Change Healthcare, FDS AMPLICARE, Retail Insights and Prescribe Wellness.</p>	Term Sheet 2
<p><b>Pre &amp; Post Edit Solutions (PPE)</b>  <i>(Part of the Elevate Advanced Features)</i>                      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. 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.                      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>  <i>(Part of the Elevate Advanced Features)</i>                      ABDC, together with our Program Partner FDS Inc. (“FDS AMPLICARE”), 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. FDS AMPLICARE offers an optional “Concierge Service” for an additional monthly fee. Customers may enroll in the optional service directly with FDS AMPLICARE. This program is designed to aid your pharmacy in its payment and healthcare operations activities.                      An optional concierge service is offered by FDS AMPLICARE.</p>	Term Sheet 2B
<p><b>Patient Engagement Center</b>  <i>(Part of the Elevate Advanced Features)</i>                      ABDC, together with our Program Partner Prescribe Wellness, provides a web-based portal offering real-time reporting, analytics, and ongoing management tools designed to assist pharmacies in improving, among other things: patient health, STAR ratings, and the efficiency and profitability of pharmacies. Prescribe Wellness offers optional services for additional monthly fees. Customers enroll in the optional service directly with Prescribe Wellness. This program is designed to aid your pharmacy in its healthcare operations activities including the treatment of patients.                      Optional products offered by Prescribe Wellness include: Pharmacy Growth, StarWellness, PrescribeMedicare, Vaccine Complete and Pharmacy Reach.</p>	Term Sheet 2C

<u>Required Programs</u>	<u>Term Sheet</u>
<p><b>InSite from ABDC</b> <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, Change Healthcare, FDS AMPLICARE, Prescribe Wellness, and Retail Insights. We manage your data under the terms of our Privacy Policy (Exhibit A).</p> <p>Optional programs include InSite for Point-of-Sale System Data and the Five-Star Rebate Program.</p>	Term Sheet 3
<p><b>First to Shelf®</b> <i>Front-End Products</i></p> <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>
<p><b>Five-Star Rebate Program</b></p> <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 AmerisourceBergen. Requires participation in Elevate Advanced Features (Term Sheet 2). Further eligibility conditions may apply based on buying group affiliation; consult with your buying group for more details.</p> <p>No additional fees.</p>	Term Sheet 4
<p><b>Pre &amp; Post Edit Solutions (PPE)</b> <i>(Part of Elevate Advanced Features)</i></p> <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 payers). Additional fees apply at the following negotiated pricing.</p> <p><u>Fees:</u>  <u>Payer Compliance Claims:</u> \$1.00 per successful claim  <u>MedRx Immunization Claims:</u> \$1.00 per successful claim</p>	Term Sheet 2A

Optional Programs	Term Sheet
<p><b>Claim Reconciliation Concierge Services</b></p> <p>This optional service is provided directly by FDS AMPLICARE 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 FDS AMPLICARE to enroll in the optional Concierge program.</p> <p><u>Fees:</u> \$165/month for optional Concierge Services (No fee for self-service)</p>	Term Sheet 2B
<p><b>PrescribeWellness Services</b></p> <p>Prescribe Wellness offers several optional services at negotiated pricing. You will sign a service agreement directly with Prescribe Wellness to enroll in these optional programs.</p> <p><u>Fees:</u> Patient Communications (Pharmacy Growth): \$299/month Med Sync (StarWellness): \$149/month Medicare Plan Reviews (PrescribeMedicare): Included Vaccinations (Vaccine Complete): \$80/month Patient Communications and Med Sync (Pharmacy Growth &amp; StarWellness): \$348/month Premier Bundle (All Three Products): \$428/month</p>	Term Sheet 2C
<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, Change Healthcare, FDS AMPLICARE, Prescribe Wellness, and Retail Insights. We manage your data under the terms of our Privacy Policy (Exhibit A to the GNP Premier Agreement).</p> <p>No additional fees.</p>	Term Sheet 3
<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> <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 so that Customer will promptly display in-store promotional materials consistent with directions from ABDC in Program Guides.</p>	Term Sheet 5

Optional Programs	Term Sheet
<p><b>Hot Price Program</b></p> <p>A promotional program in collaboration with consumer goods manufacturers that gives participating pharmacies access to promotional monies for approximately 100 to 200 front-end products which pharmacy must promote with a “Hot Price” during the monthly promotion periods. Requires participation in InSite for Point-of-Sale System Data.</p> <p>No additional fees.</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 pharmacy maintains between visits. Customer 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 Customer in promoting its pharmacy through the use of digital and social media. Programs include a website, mobile application, social media resources 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
<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>	Term Sheet 9
<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>	Term Sheet 10

### 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 (“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**

### **Chairman, President and Chief Executive Officer: Steven H. Collis**

Mr. Collis was elected Chairman of the Board in March 2016 and has been President and Chief Executive Officer of AmerisourceBergen Corporation since July 2011.

### **Executive Vice President and Chief Financial Officer: Jim Cleary**

Mr. Cleary was named Executive Vice President and Chief Financial Officer in 2018 after serving as Group President of Global Commercialization Services and Animal Health since February 2015. Prior to that, Mr. Cleary served as Chief Executive Officer of MWI Veterinary Supply Inc. from 2005 until the company's acquisition by AmerisourceBergen in February 2015.

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

Ms. Campbell is Executive Vice President and Chief Legal Officer & Secretary. Prior to being named to her current position in August 2021, Ms. Campbell served as Deputy General Counsel and Senior Vice

President, Group General Counsel, and Compliance Counsel of AmerisourceBergen Corporation since June 2020 and October 2017, respectively.

**Executive Vice President and President, Pharmaceutical Distribution & Strategic Global Sourcing: Robert P. Mauch**

Dr. Mauch, RPh, Ph.D., is the Executive Vice President & Group President, Pharmaceutical Distribution & Sourcing for AmerisourceBergen Corporation. Prior to being named to his current role in June 2017, Dr. Mauch served as Executive Vice President and President, AmerisourceBergen Drug Corporation beginning February 2015, and also spent time as the Chief Operating Officer for AmerisourceBergen Drug Corporation beginning March 2014, after spending two years as the Senior Vice President, Operations.

**Executive Vice President and President, Customer Operations, Animal Health and Community & Specialty Pharmacy: Rich Tremonte**

Mr. Tremonte has served as EVP & President of Community & Specialty Pharmacy at AmerisourceBergen Corporation since September 2018. Prior to this role, Rich served as President of Strategic Global Sourcing from June 2017 until September 2018. This included leading global offices in Ireland and Switzerland

**President, Community & Specialty Pharmacy and Long-Term Care: Brian Nightengale**

Dr. Nightengale, RPh, Ph.D., has served as the President, Community & Specialty Pharmacy and Long-Term Care since October 2021. Prior to being named to his current position, Dr. Nightengale served as the President of Good Neighbor Pharmacy in May 2016 after having served as President of Xcenda since 2013. Dr. Nightengale joined Xcenda, which was ultimately acquired by AmerisourceBergen, in 1996.

**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 AB 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 Secondee. 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**

AB, our parent, is one of the largest global pharmaceutical sourcing and distribution services companies. As a result, at any given time, AB 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. AB's audited financial statements describe certain of these matters. See Note 13 and Note 14 of Exhibit E to this Disclosure Document. Further, AB 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, AB 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). AB 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 several states and tribes, have filed lawsuits in various federal, state and other courts against pharmaceutical wholesale distributors (including AB and ABDC), pharmaceutical manufacturers, retail chains, medical practices, and physicians relating to the distribution of prescription opioid pain medications. An initial group of cases was consolidated for Multidistrict Litigation ("MDL") proceedings before the United States District Court for the Northern District of Ohio in December 2017. On July 21, 2021, the Company announced that AB and the two other national pharmaceutical distributors had negotiated a comprehensive proposed settlement agreement that, if all conditions are satisfied, would result in the resolution of a substantial majority of opioid lawsuits filed by state and local governmental entities. The proposed settlement agreement and settlement process is subject to conditions and will not become effective unless and until AB and the two other distributors each make separate independent determinations that (1) following a 30-day sign-on period, a sufficient number of "States" (including the District of Columbia and U.S. territories) have agreed to the proposed settlement agreement (the "Settling States"); and, subsequently, (2) following a 120-day sign-on period, a sufficient number of political subdivisions in the Settling States, including those that have not sued, have agreed to the proposed settlement agreement (or otherwise had their claims foreclosed). On September 4, 2021, the Company announced that AB and the two other national pharmaceutical distributors had determined that enough States had agreed to proceed to the next phase of the settlement agreement process. The proposed settlement agreement provides for a settlement of up to approximately \$21 billion, of which the Company's portion would be 31.0%. Pursuant to the proposed settlement agreement, the Company would pay up to approximately \$6.4 billion over 18 years and comply with other requirements, including establishment of a clearinghouse that will consolidate data from all three national distributors. For more information regarding the proposed settlement, please refer to AB's SEC filings.

While a global settlement with respect to certain governmental entities within the MDL and other related state court litigation remains subject to contingencies that could impact whether the parties ultimately decide to move forward, the Company believes a global settlement is probable and its liability related thereto can be reasonably estimated as of September 30, 2021. The Company has recorded a charge of \$6.6 billion in the fourth quarter of the fiscal year ended September 30, 2020 within Employee Severance, Litigation and Other in its Statement of Operations related to the global settlement as well as other opioid-related litigation and recorded an additional \$147.7 million accrual in the fiscal year ended September 30, 2021 within Employee Severance, Litigation and Other in its Statement of

Operations in connection with the proposed settlement agreement and related obligations and other opioid-related litigation. Until such time as a plaintiff participates in a global settlement or otherwise resolves its lawsuit, the Company will continue to litigate and prepare for trial in the cases pending in the MDL, those remanded from the MDL to federal district courts, as well as in state courts where lawsuits have been filed, and intends to continue to vigorously defend itself in all such cases.

In addition to the above-referenced matters, please see AB'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 AmerisourceBergen 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 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, evaluate your existing pharmacy, recommend improvements and manage the project for you for a base fee of \$1,500. 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**

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks, Definitions and Caveats</b>
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	\$165/month	Monthly	\$165/month for optional Concierge Services (No fee for self-service)
Prescribe Wellness Services	Pharmacy Growth: \$299/month StarWellness: \$149/month PrescribeMedicare: Included Vaccine Complete: \$80/month Pharmacy Growth & StarWellness: \$348/month Premier Bundle (All Three Products): \$428/month	Monthly	Our estimate assumes you sign up for the Premier Bundle, which is all four products.

Type of Fee	Amount	Due Date	Remarks, Definitions and Caveats
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 as an additional insured and if we are threatened with liability due to operation of your GNP Premier Pharmacy you must pay for the cost to defend us.
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) \$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>	\$0	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>	\$0	As arranged	As agreed	Licensing Authorities
Additional Advertising and Marketing <sup>(i)</sup>	\$0 to \$15,000	As arranged	As agreed	Vendors
Additional Funds – 3 months <sup>(k)</sup>	\$0	As arranged	As agreed	Vendors
GNP Premier Fee – 3 months	\$1,797	As arranged	As agreed	ABDC
<b>Total<sup>(l)</sup>:</b>	<b>\$1,797 to \$446,405</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	\$0 to \$1,500	As arranged	As agreed	ABDC

Management Services <sup>(a)</sup>				
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) \$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 \$2,500	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 \$574,705</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 evaluate your existing pharmacy, recommend improvements and manage the project for you. 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 and our Hot Price Program. 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 comprehensive 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 and equipment, as well as all signage for 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, 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) with ABDC; (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) utilize Change Healthcare as your switch vendor (or immediately initiate the transition to Change Healthcare) to activate the capture and upload of your 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 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. When such changes occur, we will promptly notify you and you can accept such changes or withdraw from 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, Customer must 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 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 \$30.00) 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. 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 comprehensive 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(l), 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 2021, our parent company, AB, had revenues of \$213,988,843,082, which includes parts of its business other than ABDC. The Pharmaceutical Distributions & Strategic Global Sourcing Division of AB, which includes ABDC, had revenues during fiscal year 2021 of \$198,153,201,587. ABDC's revenues during fiscal year 2021 were \$188,317,411,284, of which about \$0.5 billion (approximately 0.3%) was derived from sales of products and services to Voluntary Pharmacies and about \$5.8 billion (approximately 3.1%) 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
	Patient Engagement Center	Term Sheet 2C
	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 GNP Premier Agreement	Item In Disclosure Document
a. Site selection and acquisition/ lease	Not Applicable	7, 11, 12
b. Pre-opening purchases/leases	Not Applicable	7, 8, 11
c. Site development and other pre- opening requirements	Not Applicable	5, 6, 7, 8, 11, 12

Obligation	Section In GNP Premier Agreement	Item In Disclosure Document
d. Initial and ongoing training	Term Sheet 1, Section 4 Term Sheet 2B, Section 4	7, 11
e. Opening	Not Applicable	5, 7, 11
f. Fees	Section 2, Summary and Signature Pages, Section 9(c), Exhibit E and; All Term Sheets Section 2, except: Term Sheet 5, Sections 2, 3, 4, 5, 6 and 7; Term Sheet 6, Section 2, 3, 4 and 5; Term Sheet 8, Sections 3, 4; and Term Sheet 9	5, 6, 7
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

Obligation	Section In GNP Premier Agreement	Item In Disclosure Document
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
r. Records/reports	Paragraph 2, Provisions, Exhibit C Term Sheet 1, Sections 3, 6; Term Sheet 2A, Section 4	8
s. Inspections/audits	Paragraph 1, Provisions, Exhibit C; Term Sheet 1, Section 6;	11
t. Transfers	Section 11	17
u. Renewal	Section 7(a) Term Sheet 1, Section 9	17
v. Post-termination obligations	Section 13, Paragraph 5.2, Provisions, Exhibit C; Term Sheet 1, Section 9;	17
w. Non-competition covenants	Not Applicable	17
x. Dispute resolution	Paragraph 2, Provisions, Exhibit C; Section 15; Term Sheet 1, Sections 3, 4 Term Sheet 2A, Section 4 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 PVA. 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 85 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. And, we will provide the following services and assistance to you.

**Our Assistance with 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, and 2C 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 to facilitate your participation in PPE Solutions, Claim Reconciliation Services and the Patient Engagement Center.
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 business 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 propriety 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. Those 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) access to promotional monies available from consumer goods manufacturers to promote with “Hot Price” promotional materials (Hot Price Program), (v) optional merchandising assistance, and (iv) 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 12 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 AmerisourceBergen 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 have 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 portal; (iv) password protocols and other security precautions; (v) grounds and procedures for suspending or revoking your access to the GNP Premier Pharmacy 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 location. In the event that you would like to change your location or open an additional franchise, you must complete the same approval process used to establish your current franchise 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
GOOD NEIGHBOR PHARMACY	1516842	12/13/1988
ELEVATE PROVIDER NETWORK	5115412	1/3/2017
GOOD NEIGHBOR PHARMACY (and design)	4205108	9/11/2012
RX GOOD NEIGHBOR PHARMACY (and design)	4209193	9/18/2012
GOOD NEIGHBOR PHARMACY	5726298	4/16/2019

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” 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. 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 rights to or licenses to any required patents or copyrights that are material to the franchise, except that we claim unregistered copyright protection to the GNP Manual and the information contained in it is proprietary. 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 other 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, CD-ROM or DVD disks 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. 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, Patient Engagement Center, 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 (or through another pharmacy services administration organization ("PSAO") that we approve to provide 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 health maintenance organization, preferred provider organization, indemnity insurance carrier or pharmacy benefit manager or plan provider (including prepaid, fee-for-service, employer self-funded or insured), or government agency that provides pharmacy benefits to eligible people. Payor agreements 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. When such changes occur, we will promptly notify you and you can accept such changes or withdraw from 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
	Patient Engagement Center	Term Sheet 2C
	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.

Provision	Section in Premier Agreement	Summary
<p><b>c. Requirements for franchisee to renew or extend</b></p>	<p>Section 7(a)</p>	<p>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.</p>
<p><b>d. Termination by franchisee</b></p>	<p>Section 7(b)</p>	<p>Termination without cause on 60 days prior written notice to us. (subject to state law)</p>
	<p>Paragraph 5, Provisions, Exhibit C</p>	<p>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.</p>
<p><b>e. Termination by franchisor without cause</b></p>	<p>Section 7(b)</p>	<p>Termination without cause on 60 days prior written notice to you.</p>
<p><b>f. Termination by franchisor with cause</b></p>	<p>Sections 7(c), 7(d) and 11 Paragraph 5, Provisions, Exhibit C</p>	<p>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.</p>
	<p>Section 4(i) Term Sheet 1, Section 9</p>	<p>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.</p>

Provision	Section in Premier Agreement	Summary
<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.
<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  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).

Provision	Section in Premier Agreement	Summary
<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)
<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>	Paragraph 6, Data Protection Provisions, Exhibit A; Section 4(g), 8.6, Provisions, Exhibit C; Term Sheet 1 Section 5	Except for unilateral modifications by us permitted by the GNP Premier Agreement, the Data Protection Provisions (Exhibit A of the GNP Premier Agreement), and its Term Sheets, no modification except in writing signed by both parties. We may amend the Elevate Provider Network Term Sheet if we determine it is appropriate or a Payor amends pharmacy plan specifications. We give you notice and you may withdraw from the Elevate Provider Network if you don't agree.

Provision	Section in Premier Agreement	Summary
<b>t. Integration/ merger clause</b>	Paragraph 8.6, Provisions, Exhibit C	<p>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.</p> <p>Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.</p>
	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)
<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. 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.

### Adherence Rates

2% better adherence measures for GNP Premier members.

Average performance across all average proportion of days covered (PDC) categories among Good Neighbor Pharmacy Premier Pharmacies compared to non-Good Neighbor Pharmacy Premier Pharmacies (January 2020 - July 2020). All 1,755 participating Pharmacies open and operating throughout stated time-period.

### Five-Star Rebate

PRxO Generics five-star rebate: \$1,182.61 average payout of Q2 2021 scoring 4.5 and higher.

Additional 0.25% rebate with Five Star Safety Net; 1% maximum rebate. 945 Pharmacies participating full Q2 2021, 42% above average, median \$1057.93. Highest performing Pharmacy \$5,810.66 and lowest \$12.01.

12% higher proportion of GNP Premier Pharmacies achieving 4.5 or greater star rating compared to non-Premier in Q2 2021.

1,408 Pharmacies achieving 4.5 or greater five-star ratings participating full Q2 2021, 42% above average, median \$798.08. Highest performing Pharmacy \$6,547.51 and lowest \$0.63.

155% higher rebate earned for GNP Premier Pharmacies compared to non-Premier pharmacies across all payout tiers in Q2 2021.

Additional 0.25% rebate with Five Star Safety Net; 1% maximum rebate. 2,693 Pharmacies participating in PRxO Generics five-star rebate for full Q2 2021, 39% above average, median \$532.68. Highest performing Pharmacy \$6,547.51 and lowest \$0.01.

### Front-End Purchases

5.8% increase in front-end purchases (YOY).

Average performance for GNP Pharmacies (October 1, 2020 – September 30, 2021). All 1,772 Pharmacies participating full year FY20 & FY21, 46% above average, median 4.4%. Highest performing Pharmacy +953.9% and lowest -93.8%.

### Unsaleable Returns

\$12,352 per year in unsaleable returns recouped.

Average performance of participating Good Neighbor Pharmacies (October 1, 2020 – September 30, 2021). All 1,315 Pharmacies participating in the stated time-period, 24% above average, median \$6,267. Highest performing Pharmacy \$1,226,387 and lowest \$3.

### Hot Price Units Sold

16% increase in Hot Price scan units sold (YOY) .

Average performance based on units sold to patients in Good Neighbor Pharmacies implementing Hot Price compared to Good Neighbor Pharmacies not participating (October 1, 2020 – September 30, 2021). 697 Pharmacies participating full year FY20 & FY21, 44% above average, median 10.9%, Highest performing member +1182% and lowest -99.7%.

### Elevate Members

Elevate members experienced 8.9% year-on-year growth compared to 3.5% of total independent retail market (September 2021).

Based on information licensed from IQVIA: RXInsight for the period of September 2019- September 2020 vs. September 2020 – September 2021 reflecting estimates of real-world activity. All rights reserved. Specifically, AmerisourceBergen has a limited release to cite IQVIA's Custom GNP Retail Prescription Report ("IQVIA Data") in marketing disclosures. Such IQVIA Data may contain adjusted and unadjusted prescription performance measures for AmerisourceBergen's GNP Pharmacies in the Independent Class of Trade, in addition to benchmarks to the overall Independent Class of Trade and the Overall Retail Segment (Chain, Mass Merchandisers, Food Stores and Independents).

### Using a GNP Business Coach

\$34,000 average increase in pharmacy sales.

Based on a comparison of 807 GNP Premier Pharmacies working with a business coach from 2017 through 2019. 51% above average, median \$51,274. Highest performing Pharmacy \$15,643,804 and lowest -\$43,725,000

1,961 more scripts per year (or 3.4% increase) on average.

Based on a comparison of 807 GNP Premier Pharmacies working with a business coach from 2017 through 2019. 40% above average, median 477. Highest performing Pharmacy 52,085 and lowest -46,481

3.7% increase in the average number of patients per Pharmacy.

Based on a comparison of 807 GNP Premier Pharmacies working with a business coach from 2017 through 2019. 43% above average, median 1.12%. Highest performing Pharmacy 350.52% and lowest -75.47%

29.7% average increase in year-on-year pay-for-performance capture rate, resulting in an average recoupment of \$14,602 per Pharmacy.

Based on a year-on-year comparison of 248 GNP Premier Pharmacies working with their business coach on a pay-for-performance initiative in FY2021. 47% above average, median 23.75%. Highest performing Pharmacy 100% and lowest -50%

Improved inventory turns to an average of 16.5 turns per year.

Based on 138 coached GNP Premier Pharmacies that reported financial/inventory figures for the 2019 and 2020 review period. 37% above average, median 14.21. Highest performing Pharmacy 109.23 and lowest 2.35

Some outlets have performed as described above. There is no assurance that you'll do as well. If you rely on our figures, you must accept the risk of not doing as well.

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, AmerisourceBergen Corporation, 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 2019 TO 2021**

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>	2019	1364	1170	-194	243	2966	2086	-880
	2020	1170	294	-876	261	2962	2384	-578
	2021	294	259	-35	6	2419	2411	-8
<b>Company Owned</b>	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
<b>Totals</b>	2019	1364	1170	-194	243	2966	2086	-880
	2020	1170	294	-876	261	2962	2384	-578
	2021	294	259	-35	6	2419	2411	-8

**GNP PREMIER PHARMACIES**  
**SYSTEMWIDE OUTLET SUMMARY**  
**FOR FISCAL YEARS 2019 TO 2021**

Outlet Type	Year	Premier at the Start of the Year	Premier at the End of the Year	Premier Net Change
<b>Franchise</b>	2019	1602	1792	190
	2020	1792	2125	333
	2021	2125	2152	27
<b>Company Owned</b>	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
<b>Totals</b>	2019	1602	1792	190
	2020	1792	2125	333
	2021	2125	2152	27

**TABLE NO.2**  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**  
**(OTHER THAN THE FRANCHISOR)**  
**FOR FISCAL YEARS 2019 TO 2021**

State	Year	Transfers
Alabama	2019	0

State	Year	Transfers
	2020	2
	2021	1
<b>Alaska</b>	2019	1
	2020	0
	2021	0
<b>Arizona</b>	2019	0
	2020	0
	2021	0
<b>Arkansas</b>	2019	0
	2020	1
	2021	0
<b>California</b>	2019	15
	2020	21
	2021	5
<b>Colorado</b>	2019	1
	2020	0
	2021	0
<b>Connecticut</b>	2019	0
	2020	2
	2021	0
<b>Delaware</b>	2019	0
	2020	0
	2021	0
<b>District of Columbia</b>	2019	0
	2020	0
	2021	0
<b>Florida</b>	2019	1
	2020	1
	2021	0
<b>Georgia</b>	2019	1
	2020	3
	2021	6
<b>Guam</b>	2019	0
	2020	0
	2021	0
<b>Hawaii</b>	2019	0
	2020	0
	2021	0
<b>Idaho</b>	2019	0
	2020	0
	2021	0

State	Year	Transfers
<b>Illinois</b>	2019	1
	2020	1
	2021	0
<b>Indiana</b>	2019	1
	2020	0
	2021	0
<b>Iowa</b>	2019	0
	2020	0
	2021	0
<b>Kansas</b>	2019	1
	2020	1
	2021	0
<b>Kentucky</b>	2019	0
	2020	0
	2021	0
<b>Louisiana</b>	2019	0
	2020	0
	2021	0
<b>Maine</b>	2019	1
	2020	0
	2021	0
<b>Maryland</b>	2019	0
	2020	1
	2021	0
<b>Massachusetts</b>	2019	0
	2020	0
	2021	0
<b>Michigan</b>	2019	5
	2020	5
	2021	0
<b>Minnesota</b>	2019	0
	2020	0
	2021	0
<b>Mississippi</b>	2019	0
	2020	0
	2021	0
<b>Missouri</b>	2019	2
	2020	0
	2021	0
<b>Montana</b>	2019	0
	2020	0
	2021	0

State	Year	Transfers
<b>Nebraska</b>	2019	1
	2020	1
	2021	0
<b>Nevada</b>	2019	0
	2020	0
	2021	0
<b>New Hampshire</b>	2019	0
	2020	0
	2021	0
<b>New Jersey</b>	2019	3
	2020	8
	2021	0
<b>New Mexico</b>	2019	1
	2020	0
	2021	0
<b>New York</b>	2019	3
	2020	13
	2021	0
<b>North Carolina</b>	2019	2
	2020	0
	2021	1
<b>North Dakota</b>	2019	0
	2020	0
	2021	0
<b>Ohio</b>	2019	2
	2020	2
	2021	1
<b>Oklahoma</b>	2019	0
	2020	0
	2021	0
<b>Oregon</b>	2019	0
	2020	0
	2021	0
<b>Pennsylvania</b>	2019	0
	2020	2
	2021	1
<b>Puerto Rico</b>	2019	0
	2020	0
	2021	0
<b>Rhode Island</b>	2019	0
	2020	0
	2021	0

State	Year	Transfers
<b>Saipan</b>	2019	0
	2020	0
	2021	0
<b>South Carolina</b>	2019	0
	2020	3
	2021	0
<b>South Dakota</b>	2019	0
	2020	0
	2021	0
<b>Tennessee</b>	2019	3
	2020	1
	2021	1
<b>Texas</b>	2019	7
	2020	6
	2021	1
<b>Utah</b>	2019	0
	2020	0
	2021	0
<b>Vermont</b>	2019	0
	2020	0
	2021	0
<b>Virgin Islands</b>	2019	0
	2020	0
	2021	0
<b>Virginia</b>	2019	0
	2020	1
	2021	0
<b>Washington</b>	2019	0
	2020	0
	2021	0
<b>West Virginia</b>	2019	0
	2020	0
	2021	0
<b>Wisconsin</b>	2019	0
	2020	0
	2021	0
<b>Wyoming</b>	2019	0
	2020	0
	2021	0
<b>Totals</b>	2019	52
	2020	75
	2021	17

**TABLE NO. 3**  
**OUTLETS STATUS SUMMARY**  
**FOR FISCAL YEARS 2019 TO 2021**

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 2019 TO 2021**

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	2019	19	1	0	2	0	1	19
	2020	19	0	0	15	0	0	4
	2021	4	0	0	1	0	0	3
Alaska	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Arizona	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Arkansas	2019	92	9	13	11	0	0	77
	2020	77	0	32	44	0	0	1
	2021	1	0	0	0	0	0	1
California	2019	102	19	19	17	0	1	86
	2020	86	0	6	60	0	0	20
	2021	20	0	1	2	0	0	17
Colorado	2019	4	0	1	1	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
Connecticut	2019	9	0	2	1	0	0	6
	2020	6	0	3	2	0	0	1
	2021	1	0	0	0	0	0	1

Delaware	2019	0	1	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
District of Columbia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Florida	2019	31	6	9	2	0	0	26
	2020	26	0	5	14	0	0	7
	2021	7	0	0	1	0	0	6
Georgia	2019	95	7	21	7	0	3	77
	2020	77	0	24	52	0	0	1
	2021	1	0	0	0	0	0	1
Hawaii	2019	7	3	0	0	0	0	10
	2020	10	0	0	0	0	0	10
	2021	10	0	0	1	0	0	9
Idaho	2019	2	0	0	1	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Illinois	2019	1	3	1	0	0	0	3
	2020	3	0	3	0	0	0	0
	2021	0	0	0	0	0	0	0
Indiana	2019	44	3	1	4	0	1	43
	2020	43	0	11	31	0	0	1
	2021	1	0	0	0	0	0	1
Iowa	2019	24	1	5	1	0	0	19
	2020	19	0	7	12	0	0	0
	2021	0	0	0	0	0	0	0
Kansas	2019	14	3	5	1	0	0	11
	2020	11	0	4	5	0	0	2
	2021	2	0	0	0	0	0	2
Kentucky	2019	52	8	8	1	0	0	51
	2020	51	0	11	37	0	0	3
	2021	3	0	0	0	0	0	3
Louisiana	2019	61	3	17	1	0	0	46
	2020	46	0	17	26	0	0	3
	2021	3	0	0	0	0	0	3
Maine	2019	81	0	3	4	0	1	75

	2020	75	0	1	7	0	0	67
	2021	67	0	0	7	0	0	60
Maryland	2019	5	1	1	0	0	0	5
	2020	5	0	1	3	0	0	1
	2021	1	0	0	0	0	0	1
Massachusetts	2019	10	2	3	1	0	0	8
	2020	8	0	2	4	0	0	2
	2021	2	0	0	0	0	0	2
Michigan	2019	14	3	10	4	0	0	3
	2020	3	0	1	2	0	0	0
	2021	0	0	0	0	0	0	0
Minnesota	2019	36	2	8	7	0	0	23
	2020	23	0	5	11	0	0	7
	2021	7	0	1	1	0	0	5
Mississippi	2019	21	0	13	2	0	0	6
	2020	6	0	1	5	0	0	0
	2021	0	0	0	0	0	0	0
Missouri	2019	26	2	5	3	0	0	20
	2020	20	0	0	8	0	0	12
	2021	12	0	1	1	0	0	10
Montana	2019	50	11	12	8	0	0	41
	2020	41	0	10	24	0	0	7
	2021	7	0	0	1	0	0	6
Nebraska	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Nevada	2019	6	1	0	0	0	0	7
	2020	7	0	1	6	0	0	0
	2021	0	0	0	0	0	0	0
New Hampshire	2019	5	2	1	0	0	0	6
	2020	6	0	0	2	0	0	4
	2021	4	0	0	1	0	0	3
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New Mexico	2019	61	7	6	5	0	0	57
	2020	57	0	9	42	0	0	6
	2021	6	0	0	0	0	0	6



New York	2019	2	0	0	0	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
North Carolina	2019	62	8	9	4	0	0	57
	2020	57	0	11	26	0	0	20
	2021	20	0	1	0	0	0	19
North Dakota	2019	38	5	9	3	0	0	31
	2020	31	0	9	15	0	0	7
	2021	7	0	0	1	0	0	6
Ohio	2019	3	3	0	2	0	0	4
	2020	4	0	0	4	0	0	0
	2021	0	0	0	0	0	0	0
Oklahoma	2019	32	2	5	0	0	0	29
	2020	29	0	8	10	0	0	11
	2021	11	0	1	3	0	0	7
Oregon	2019	22	0	2	2	0	1	19
	2020	19	0	4	11	0	0	4
	2021	4	0	0	0	0	0	4
Pennsylvania	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Rhode Island	2019	31	11	10	1	0	0	31
	2020	31	0	4	21	0	0	6
	2021	6	0	1	0	0	0	5
South Carolina	2019	44	0	0	3	0	0	41
	2020	41	0	3	3	0	0	35
	2021	35	0	0	3	0	0	32
South Dakota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Tennessee	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Texas	2019	38	2	13	2	0	0	25
	2020	25	0	8	16	0	0	1
	2021	1	0	0	1	0	0	0
Utah	2019	4	0	1	0	0	0	3

	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Vermont	2019	19	2	0	1	0	0	20
	2020	20	0	4	12	0	0	4
	2021	4	0	0	0	0	0	4
Virginia	2019	128	7	15	15	0	11	116
	2020	116	0	31	54	0	0	31
	2021	31	0	0	1	0	0	30
Washington	2019	3	0	0	0	0	0	3
	2020	3	0	1	2	0	0	0
	2021	0	0	0	0	0	0	0
West Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Wyoming	2019	25	4	4	2	0	0	23
	2020	23	0	9	13	0	0	1
	2021	1	0	0	0	0	0	1
Puerto Rico	2019	15	0	4	1	0	0	10
	2020	10	0	2	4	0	0	4
	2021	4	0	0	4	0	0	0
Guam	2019	12	3	2	0	0	0	13
	2020	13	0	7	6	0	0	0
	2021	0	0	0	0	0	0	0
Saipan	2019	10	4	4	0	0	1	11
	2020	11	0	4	7	0	0	0
	2021	0	0	0	0	0	0	0
Virgin Islands	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
<b>Totals</b>	2019	1364	149	243	120	0	20	1170
	2020	1170	1	261	616	0	0	294
	2021	294	0	6	29	0	0	259

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 2019 TO 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Other	Outlets at End of Year
Alabama	2019	19	2	1	0	0	0	20
	2020	20	2	1	0	0	0	21
	2021	21	5	3	0	0	0	23
Alaska	2019	10	0	2	0	0	0	8
	2020	8	0	1	0	0	0	7
	2021	7	0	0	0	0	0	7
Arizona	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
Arkansas	2019	32	15	1	0	0	0	46
	2020	46	38	4	0	0	0	80
	2021	80	5	1	0	0	0	84
California	2019	244	41	51	0	0	0	234
	2020	234	37	45	0	0	0	226
	2021	226	21	15	0	0	0	232
Colorado	2019	3	3	1	0	0	0	5
	2020	5	3	2	0	0	0	6
	2021	6	0	1	0	0	0	5
Connecticut	2019	3	3	1	0	0	0	5
	2020	5	3	0	0	0	0	8
	2021	8	2	0	0	0	0	10
Delaware	2019	2	1	0	0	0	0	3
	2020	3	1	1	0	0	0	3
	2021	3	0	0	0	0	0	3
District of Columbia	2019	1	0	1	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Florida	2019	120	24	21	0	0	0	123
	2020	123	28	28	0	0	0	123
	2021	123	19	19	0	0	0	123

Georgia	2019	76	28	6	0	0	0	98
	2020	98	41	6	0	0	0	133
	2021	133	20	6	0	0	0	147
Hawaii	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Idaho	2019	34	1	1	0	0	0	34
	2020	34	5	0	0	0	0	39
	2021	39	0	6	0	0	0	33
Illinois	2019	19	1	0	0	0	0	20
	2020	20	4	3	0	0	0	21
	2021	21	0	1	0	0	0	20
Indiana	2019	15	5	4	0	0	0	16
	2020	16	18	0	0	0	0	34
	2021	34	4	1	0	0	0	37
Iowa	2019	15	9	3	0	0	0	21
	2020	21	10	2	0	0	0	29
	2021	29	3	2	0	0	0	30
Kansas	2019	23	5	2	0	0	0	26
	2020	26	5	1	0	0	0	30
	2021	30	2	3	0	0	0	29
Kentucky	2019	23	11	1	0	0	0	33
	2020	33	11	14	0	0	0	30
	2021	30	4	1	0	0	0	33
Louisiana	2019	66	20	8	0	0	0	78
	2020	78	33	6	0	0	0	105
	2021	105	11	5	0	0	0	111
Maine	2019	10	5	2	0	0	0	13
	2020	13	7	3	0	0	0	17
	2021	17	2	4	0	0	0	15
Maryland	2019	6	3	1	0	0	0	8
	2020	8	3	0	0	0	0	11
	2021	11	0	0	0	0	0	11
Massachusetts	2019	21	5	1	0	0	0	25
	2020	25	8	5	0	0	0	28
	2021	28	6	2	0	0	0	32
Michigan	2019	3	11	0	0	0	0	14

	2020	14	8	1	0	0	0	21
	2021	21	1	1	0	0	0	21
Minnesota	2019	90	18	11	0	0	0	97
	2020	97	26	19	0	0	0	104
	2021	104	14	7	0	0	0	111
Mississippi	2019	5	15	0	0	0	0	20
	2020	20	7	0	0	0	0	27
	2021	27	0	1	0	0	0	26
Missouri	2019	15	10	3	0	0	0	22
	2020	22	6	2	0	0	0	26
	2021	26	6	0	0	0	0	32
Montana	2019	29	14	3	0	0	0	40
	2020	40	16	8	0	0	0	48
	2021	48	1	1	0	0	0	48
Nebraska	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Nevada	2019	21	4	5	0	0	0	20
	2020	20	1	5	0	0	0	16
	2021	16	1	1	0	0	0	16
New Hampshire	2019	1	2	1	0	0	0	2
	2020	2	3	3	0	0	0	2
	2021	2	1	0	0	0	0	3
New Jersey	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
New Mexico	2019	96	16	7	0	0	0	105
	2020	105	19	8	0	0	0	116
	2021	116	11	24	0	0	0	103
New York	2019	18	0	3	0	0	0	15
	2020	15	1	1	0	0	0	15
	2021	15	1	1	0	0	0	15
North Carolina	2019	34	13	3	0	0	0	44
	2020	44	21	4	0	0	0	61
	2021	61	4	5	0	0	0	60
North Dakota	2019	42	16	3	0	0	0	55
	2020	55	40	2	0	0	0	93

	2021	93	11	6	0	0	0	98
Ohio	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Oklahoma	2019	63	11	2	0	0	0	72
	2020	72	23	4	0	0	0	91
	2021	91	3	9	0	0	0	85
Oregon	2019	7	4	2	0	0	0	9
	2020	9	6	2	0	0	0	13
	2021	13	2	1	0	0	0	14
Pennsylvania	2019	11	1	0	0	0	0	12
	2020	12	1	2	0	0	0	11
	2021	11	0	1	0	0	0	10
Rhode Island	2019	65	12	3	0	0	0	74
	2020	74	7	6	0	0	0	75
	2021	75	8	8	0	0	0	75
South Carolina	2019	10	0	1	0	0	0	9
	2020	9	4	0	0	0	0	13
	2021	13	2	1	0	0	0	14
South Dakota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Tennessee	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Texas	2019	24	13	3	0	0	0	34
	2020	34	12	6	0	0	0	40
	2021	40	13	1	0	0	0	52
Utah	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Vermont	2019	34	9	6	0	0	0	37
	2020	37	14	4	0	0	0	47
	2021	47	12	2	0	0	0	57
Virginia	2019	195	26	41	0	0	0	180
	2020	180	51	14	0	0	0	217
	2021	217	13	43	0	0	0	187

Washington	2019	16	2	1	0	0	0	17
	2020	17	2	4	0	0	0	15
	2021	15	2	0	0	0	0	17
West Virginia	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Wisconsin	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Wyoming	2019	27	6	2	0	0	0	31
	2020	31	12	4	0	0	0	39
	2021	39	7	1	0	0	0	45
Puerto Rico	2019	17	8	0	0	0	0	25
	2020	25	3	4	0	0	0	24
	2021	24	1	3	0	0	0	22
Guam	2019	19	2	0	0	0	0	21
	2020	21	13	3	0	0	0	31
	2021	31	2	11	0	0	0	22
Saipan	2019	5	4	2	0	0	0	7
	2020	7	7	0	0	0	0	14
	2021	14	2	0	0	0	0	16
Virgin Islands	2019	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
<b>Totals</b>	2019	1602	400	210	0	0	0	1792
	2020	1792	561	228	0	0	0	2125
	2021	2125	241	214	0	0	0	2152

**TABLE NO. 4  
COMPANY-OWNED OUTLETS STATUS SUMMARY  
FOR FISCAL YEARS 2019 TO 2021**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets At End of Year
<b>Totals</b>	<b>2019</b>	0	0	0	0	0	0
	<b>2020</b>	0	0	0	0	0	0
	<b>2021</b>	0	0	0	0	0	0

**TABLE NO. 5  
PROJECTED FRANCHISEE OPENINGS AS OF SEPTEMBER 30, 2021**

<b>State</b>	<b>GNP Premier Agreements Signed But Outlet Not Opened</b>	<b>Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Projected New Company Owned Outlets in the Next Fiscal Year</b>
Alabama	0	1	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	3	0
California	0	7	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	0	4	0
Georgia	0	4	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Iowa	0	1	0
Kansas	0	1	0
Kentucky	0	3	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0	3	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	0	1	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	3	0
New Mexico	0	0	0
New York	0	2	0
North Carolina	0	3	0
North Dakota	0	0	0
Ohio	0	3	0
Oklahoma	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
Oregon	0	0	0
Pennsylvania	0	2	0
Rhode Island	0	0	0
South Carolina	0	2	0
South Dakota	0	0	0
Tennessee	0	2	0
Texas	0	6	0
Utah	0	1	0
Vermont	0	0	0
Virginia	0	1	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	0	0	0
Wyoming	0	0	0
Puerto Rico	0	0	0
Guam	0	0	0
Northern Mariana Islands	0	0	0
Virgin Island	0	0	0
<b>Totals</b>	0	65	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 unilaterally terminated or refused to renew a franchise (other than as part of a total account closure for non-franchise related reasons such as credit concerns); 17 franchisees transferred ownership during 2021, 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 AB, our parent. Our financial information is consolidated within that of AB.

**Audited Financial Statements**

The Consolidated Financial Statements are the consolidated financial position of AB at September 30, 2021 and 2020, and the consolidated results of their operations and their cash flows for each of the three years in the period ending on September 30, 2021.

Our parent, AB, 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 - Patient Engagement Center
- 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 Business Oversight  
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 Business Oversight  
Department of Business Oversight  
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®  
Premier Participation Agreement  
Summary & Signature Page**

This Good Neighbor Pharmacy® Premier Participation Agreement (“**Agreement**”) between AmerisourceBergen Drug Corporation, 1 West First Avenue, Conshohocken, PA, 19428, a Delaware corporation (“**ABDC**”) and Customer (identified below) 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**

Account 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:** \_\_\_\_\_

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<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 right ABDC is willing to grant.

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 amended from time to time, as well as their respective Sign Up Forms and Data Authorizations 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. Although 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 the Premier Participation Agreement. Nothing in this Agreement or in any related agreement will disclaim ABDC’s representations in the Franchise Disclosure Document.

E. By signing this Agreement, Customer confirms that no one representing ABDC made any oral, written or visual claim, presentation or representation that stated or suggested that Pharmacy may attain any actual or projected level of revenue, expenses, profits or other measurements; or made any promise other than this Agreement to induce Customer to sign this Agreement.

F. Customer acknowledges that any business venture is uncertain and no one, including ABDC, can guarantee business success or state exact costs to operate a GNP Pharmacy (defined in Section 4(a)); that success and costs depends primarily on Customer's own efforts and business ability; and that this Agreement is an arm's length commercial relationship that cannot be transformed into a fiduciary or other special relationship by course of dealing, special indulgences or benefits ABDC may bestow, or inference from conduct.

G. 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. 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 our 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 rights 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**"). 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 120 days' notice.
- (c) GNP Manual. ABDC will loan 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), such innovation or improvement will become part of such programs without compensation to Customer or any other party and Customer will assign ownership of such innovations and improvements to ABDC and take any additional steps ABDC may request to assign ownership to ABDC.

#### 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. 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 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.
- (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 (“**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 in the Master Program Agreement (Exhibit E) and the Provisions (Exhibit C), with specific descriptions in Term Sheets 1 to 10 (“**Term Sheets**”). ABDC may develop new or modify existing Available Programs and their policies and procedures, which are effective 60 days after they are available or any shorter period specified in a Term Sheet. 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 by email that a Term Sheet or the Data Protection Provisions (Exhibit A) HIPAA Business Associate Agreement (Exhibit B), or Provisions (Exhibit C) has been updated.
- (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 such Term Sheet. All Term Sheets incorporate provisions of this Agreement by reference. Currently, the following are Available Programs.

AVAILABLE PROGRAMS		
Required Required Required Optional Required	<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"/> Patient Engagement Center</li> </ul>	Term Sheet 1 Term Sheet 2 Term Sheet 2A Term Sheet 2B Term Sheet 2C
Required Optional 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  Term Sheet 4
Required Optional Optional Optional 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"/> Temporary Price Reduction Program (“Hot Price”)</li> <li><input type="checkbox"/> Merchandising Services</li> </ul>	Term Sheet 5
Optional Optional Optional 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 Optional 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 Term Sheet 9 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 third party pharmacy benefit providers (“**Payors**”). 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. ABDC will reasonably approve Customer’s choice to contract directly or designate an alternative PSAO if such PSAO contracts with substantially the same Payors as the Elevate Provider Network so that ABDC may represent all GNP Pharmacies to Payors. 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, 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.
- (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 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. All signage will meet Standards (including for appearance, placement and visibility of signs) 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. 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 up to \$2,500 in matching funds as a one-time allowance of up to \$2,500 per location to install additional or enhanced exterior signage and other trade dress that meets our 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.

- (c) Compliance Exceptions. If Customer needs to vary signage from 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 prior to 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 breaches its obligations to protect Confidential Information; or breaches its obligations relating to use of the Marks or the GNP Portal (defined in Section 8(d)); or (ii) 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, including 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 (including required links to ABDC websites), including material such as text, images, photographs, video and sound that a third party owns or has the right to use or limit the use of. Customer must promptly discontinue any 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 will allow 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 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; and may not do so (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. 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 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 logos that ABDC develops related to the GNP Premier Program, (A) Customer will use all the Marks in the precise form ABDC prescribes, and (B) observe ABDC directions regarding the use, copying and distribution of the Copyrighted

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

- (vi) Customer will not knowingly permit, and will promptly report to ABDC, 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 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 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 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 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 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; or (iii) chain of ten or more pharmacies doing business under the same or a substantially similar name; or, in each case, to a Corporate Affiliate. This Agreement inures to the benefit of and binds heirs, successors and assigns of each party. Customer consents to ABDC's assigning part or all of its obligations and consents to ABDC's 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 the offer, sale or execution of this Agreement; to performance by anyone under ABDC's Prior Program or its related programs and agreements; or to other agreements between the parties.

## **12. Post-Termination Obligations**

- (a) **Use of Marks.** If this Agreement expires or is terminated for a Pharmacy, 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; provided, however, such termination will not, by itself, affect Customer's right to buy products under its PVA. 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 without-cause 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). Customer's failure to comply fully with the following requirements by such date constitutes 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 advertising relating to Customer's use of Marks or Copyrighted Material as soon as reasonably possible, including yellow pages listings, 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 Pharmacy on seven days' notice to effect compliance, 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 unauthorized or prohibited use of any Mark, Copyrighted Material or ABDC Trade Secret or 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, performance under this Agreement or its expiration or termination will not affect such other agreements; and, except as agreed, performance under such other agreements or their expiration or termination will not affect this Agreement.

### 13. Retail Program Master Terms.

- (a) Term. Customer's enrollment in Available Programs is as follows:
- (i) Any Available Programs that are Required and in which Customer is not previously enrolled, 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 terminate upon its expiration or earlier termination; 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 Required Program and the option for Customer to exercise its right to terminate this Agreement on the date the Required Program is 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).
- (b) Fees. Each Term Sheet states applicable per-Pharmacy fees. 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, 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 under the Term Sheet for Elevate Provider Network (to the extent permitted by applicable agreements between ABDC and Payors), may publish the GNP Manual, Standards 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, Patient Engagement Center, 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 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 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 this state's 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 Associate ("AAA") under its Commercial Arbitration Rules and Mediation Procedures to take place in Philadelphia, Pennsylvania. 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 in the Proprietary Marks, the System, or in any Confidential Information or other confidential 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 enforce, among other items, the provisions of this Agreement relating to: (i) Customer's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Customer's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the ABDC's rights with respect to confidentiality under this Agreement; and (vi) to 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 waives all damage claims if the injunction is wrongfully issued.

(d) Venue. Subject to Sections 14(b) through 14(c) 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 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 year after the Customer becomes aware of facts or circumstances reasonably indicating that Customer may have a claim against ABDC hereunder, whichever occurs sooner. Any action/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) and agrees that in the event of a dispute, that Customer's recovery is limited to actual 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 it is terminated 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 ABDC OR ITS AFFILIATES/OFFICERS/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) are incorporated by this reference.
- (b) References to "**Master Program Agreement**" or Customer's "**Premier Agreement**" in Exhibits and Term Sheets mean this Agreement including the Exhibits, Term Sheets, as amended from time to time, and their respective Sign Up Forms and Data Authorizations.
- (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:

<b>ABDC</b>	Opening paragraph	<b>Marks</b>	Section 1(a)
<b>ABDC's Prior Program</b>	Section 11	<b>Monthly Fee</b>	Section 2(b)
<b>Agreement</b>	Opening paragraph	<b>Optional (Available Programs)</b>	Section 4(h)
<b>Available Programs</b>	Section 4(g)	<b>Pharmacy</b>	Recital B
<b>Copyrighted Material</b>	Section 9(b)	<b>Principal</b>	Section 7(c)
<b>Corporate Affiliate</b>	Recital A		
<b>Customer</b>	Opening paragraph	<b>PSAO (pharmacy services administration organization)</b>	Section 4(i)
<b>Customer's Designated Manager</b>	Section 4(e)	<b>PVA</b>	Section 4(f)
<b>Effective Date</b>	Opening paragraph	<b>Required (Available Programs)</b>	Section 4(h)
<b>GNP Manual</b>	Section 4(a)	<b>Standards</b>	Section 4(a)
<b>GNP Pharmacy</b>	Section 4(a)	<b>Term</b>	Section 7(a)
<b>GNP Premier Program</b>	Recital B	<b>Term Sheets</b>	Section 4(g)
<b>GNP Private Label Products</b>	Section 3(a)	<b>Trade Dress</b>	Section 3(a)
<b>GNP Portal</b>	Section 8(d)	<b>Trade Secret</b>	Section 9(c)



## DATA PROTECTION PROVISIONS FOR PHARMACY DATA

### Overview

AmerisourceBergen Drug Corporation (“ABDC”) has developed these Data Protection Provisions for Pharmacy Data to protect sensitive business transaction data collected from each Pharmacy participating in Available Programs under the Master Program Agreement. In these provisions, we refer to financial, operational, business and patient data that we received directly or indirectly from you or from your system vendor, switch vendor, or Payors (as defined in Term Sheet 1) as “**Pharmacy Data.**” Pharmacy Data may include but is not limited to raw point-of-sale transaction data, prescription data, or claim reimbursement data. Pharmacy Data means 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 Access.** Use of Pharmacy Data will be restricted to only the purposes set forth by this Agreement and the Available Programs in which you participate and for the purposes set forth in your distribution agreement with ABDC to measure and help improve purchase performance, as well as compliance with, your contractual requirements with ABDC. We also use Pharmacy Data to identify programs, solutions or actions that might benefit your business and to conduct outreach campaigns including sharing these findings with members of our sales team and your buying group (if any). In addition, other people you specifically authorize may access Pharmacy Data, but only to the extent you so authorize. 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 to produce reports and provide them to ABDC and acknowledges that the reports may include pharmacy and product names and purchasing dollars.

**2.0 No Restrictions on Derivative Works.** ABDC may use or disclose de-identified, aggregated Pharmacy Data or other derivative works created by ABDC using Pharmacy Data 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 is required to disclose Pharmacy Data to other parties not referenced above. 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. ABDC will promptly advise you of such request or legal compulsion unless ABDC has a reasonable belief that such action is prohibited by law and, to the extent that you secure a legally enforceable protective order, ABDC will comply with the order. Nothing in these provisions prevents ABDC from taking reasonable steps to prevent fraud or other illegal activity or to disclose 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. 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. ABDC’s program maintains an active Security Program using an industry recognized security standard and methodology, such as ISO27002/17799, HITRUST, COBIT, or NIST and meets or exceeds all HIPAA and HITECH requirements or other regulatory requirements that apply to 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 (UPS) and backup generator to support availability of the Services. ABDC maintain an active and up-to-date anti-malware program to protect the ABDC system, software and Pharmacy Data and Services.

**6.0 Data in Transit Encryption.** ABDC uses encryption to the extent required by HIPAA regulations to receive and transmit 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 Ownership and Retention of Pharmacy Data.**

ABDC is the sole owner of all Pharmacy Data. ABDC uniformly retains Pharmacy Data for all participating pharmacies for as long as is reasonably necessary or appropriate for the fulfillment of Available Programs under the Master Program 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 residing on ABDC equipment that will be retired. When Pharmacy Data 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.

**8.1 Testing.** ABDC performs disaster recovery testing at least biennially, which includes testing of hardware, installation and operation of all ABDC systems and services, testing of telecommunications facilities and fail over to back up equipment.

**8.2 Software Lifecycle.** ABDC shall 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 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 Pharmacy 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 Pharmacy and authorities should a suspected 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 (1) maintains policies or codes of conduct documenting responsibilities regarding data security practices; (2) ABDC employees acknowledge and review these documents at least biennially; (3) provides security awareness and HIPAA training to its workforce as part of ABDC’s overall awareness program; (4) 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 confidential.

**11.0 Amendments to our Data Protection Provisions.**

A copy of these provisions, as may be amended from time to time within ABDC’s discretion, will be posted on AB Central or are available on request.





## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("**BA Agreement**") is effective as of the Effective Date of the agreement (GNP Premier or Master Program Agreement, 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 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, for as long as the PHI is maintained in the Designated Record Set, in accordance with 45 C.F.R. §164.524; to amend PHI or a record about the Individual in a Designated Record Set, for as long as PHI is maintained in the Designated Record Set, 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.

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)(I), 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 must provide a written explanation to Covered Entity and 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:  
AmerisourceBergen Corporation, Attn: General Counsel  
1 West First Avenue, 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 (“pdf”) 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 Available Programs, products or services 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.** Each party, its employees and representatives ("**Receiving Party**") will protect all proprietary and confidential information ("**Confidential Information**") disclosed by the other ("**Disclosing Party**") and not use or disclose it except in connection with Available Programs or as agreed. Subject to such exception, Confidential Information specifically includes this Master Program Agreement, Term Sheets, Program Guides, ABDC's methods of doing business, and other information related to any Available Program. Customer will comply with Payor and other third party advance notice requirements prior to disclosure of Confidential Information. Confidential Information does not include information (i) available on a non-confidential basis, (ii) known or able to be formulated by Receiving Party, or (iii) required to be disclosed by law. Without limiting the foregoing, pricing, payment, and other related financial terms constitute the Disclosing Party's Confidential Information and may not be shared by Customer with any other party, including any Payors or their affiliates. Customer will request confidential treatment if it discloses this Master Program Agreement or Confidential Information for any reason, including in a Securities and Exchange Commission filing, and will promptly inform ABDC of such disclosure.

**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 and defend 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 under this Master Program Agreement, the GNP Premier Agreement or any Term Sheet, 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 Master Program Agreement. ABDC will indemnify Customer for any such Claims to the extent arising from such authorized use.

**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.** Either party may reduce, delay, suspend or eliminate any Available Program 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, 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, 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 follows. 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 Term Sheets or policies, including the Data Protection Provisions (Exhibit A).

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

To: AmerisourceBergen Corporation  
Attn: General Counsel

1 West First Avenue, Conshohocken, PA, 19428

**8.3 Assignment.** Either party may assign this Master Program Agreement after notice to the other party and such assignment will inure to the benefit of and be binding upon each party and its heirs, successors and assigns. ABDC may, without notice, assign part or all of its obligations 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.** The successful party in any legal action may recover all costs it incurs, including reasonable attorneys' fees. Pennsylvania law governs this Master Program 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 ("AAA") 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 Master Program 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 a Customer's distribution agreement or Credit Agreement with ABDC (or its 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 waiver or delay in enforcing this Master Program Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. This Master Program Agreement supersedes prior oral or written agreements by the parties that relate to its subject matter. It will only benefit the parties and will not, except as expressly provided, create or convey a benefit to anyone who is not a party. Captions are intended for convenience of reference only. "**Including**" means "including but not limited to." Except as provided, the parties may not modify this Master Program 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.



**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.

There is no training program for this franchise opportunity.

During the last three fiscal years, 44 of 57 Illinois “Voluntary” Pharmacies operating using the Good Neighbor Pharmacy® trade name were either Terminated, Not Renewed or Ceased Business Operations for “other” reasons.

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. 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.

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 GNP Premier Participation Agreement applies and amends the terms of the Agreement, as follows:

**MARYLAND STATE ADDENDUM TO THE GNP PREMIER PARTICIPATION AGREEMENT**

This Maryland State Addendum to the GNP Premier Participation Agreement (this “**Addendum**”) is incorporated in its entirety into, and made a part of, that certain GNP Premier Participation 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.

#### **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 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.

### **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 are 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. 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. 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 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 under the Term Sheet for Elevate Provider Network, may publish Term Sheets, Program Guides, policies, procedures, exhibits 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 provided by or on behalf of a Customer pursuant to the Data Protection Provisions (Exhibit A) of the Premier Agreement 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 in Exhibit B) as referenced in the HIPAA Business Associate Agreement (Exhibit B to the Premier Agreement), such as Elevate Provider Network, InSite, Pre & Post Edit Solutions, Claim Reconciliation Services, and Patient Engagement Center, 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 Selection 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 Term Sheets and Program Guides, including qualifications 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 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 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 develop new or modify existing Available Programs and their policies and procedures, which are effective 60 days after they are made available or any shorter period specified in a Term Sheet. Customer consents to receiving notices, advertisements and other marketing materials by fax or email from ABDC and its Corporate Affiliates. Participation in an Available Program and all Term Sheets incorporate this Agreement and its Data Protection Provisions (Exhibit A), HIPAA Business Associate Agreement (Exhibit B or as otherwise agreed) and other terms, conditions and provisions (Exhibit C) by this reference. ABDC will provide notice by fax or email that a Term Sheet or the Data Protection Provisions (Exhibit A) has been updated.



## PROGRAM SELECTION FORM AND DATA AUTHORIZATION CONSENT

### Program Selections

**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 from the Program Partners listed 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.

▪ **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 switching services.

▪ **Includes Claim Reconciliation Services (Term Sheet 2B)**

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

▪ **Includes Patient Engagement Center (Term Sheet 2C)**

Powered by Prescribe Wellness, a web-based portal designed to assist pharmacies in improving performance in quality measures; Customer may upgrade to optional modules at additional fees.

▪ **Enroll my pharmacy 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) including detailed prescription, point-of-sale and other business transaction data. 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 and, unless restricted by Customer's designated buying group agreement (if any), share it with AmerisourceBergen 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  
GNP: No additional fee  
Other: Not available

**Front-End Support Kit**

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

**Hot Price Program**

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

**Merchandising Services**

Premier: Included; no additional fee  
GNP: \$219/merchandiser/day  
Other: Limited availability

**Digital Marketing programs (Term Sheet 6)**

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

- |   |  |
|---|--|
| <p><input type="checkbox"/> <b>MyGNP Website</b></p> <p>Premier: Included; no additional fee<br/>GNP: Included; no additional fee<br/>Other: Not available</p> <p><input type="checkbox"/> <b>My GNP Mobile App</b></p> <p>Premier: Included; no additional fee<br/>GNP: Included; no additional fee<br/>Other: Not available</p> | <p><input type="checkbox"/> <b>Digital and Social Media Marketing</b></p> <p>Premier: Included; no additional fee<br/>GNP: Not available<br/>Other: Not available</p> <p><input type="checkbox"/> <b>Local Listings Management</b></p> <p>Premier: Included; no additional fee<br/>GNP: Included; no additional fee<br/>Other: Not available</p> |
|---|--|

**Business Coaching (Term Sheet 7)**

AmerisourceBergen 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.

- |   |  |
|---|--|
| <p><input type="checkbox"/> <b>Catalog &amp; Price Update Service - OTC</b></p> <p>Premier: Included; no additional fee<br/>GNP: \$35 per month<br/>Other: \$55 per month</p> | <p><input type="checkbox"/> <b>Catalog &amp; Price Update Service - Rx</b></p> <p>Premier: Included; no additional fee<br/>GNP: \$35 per month<br/>Other: \$55 per month</p> |
|---|--|

**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.

- |   |   |
|---|---|
| <p><input type="checkbox"/> <b>Unsaleable Returns</b></p> <p>Premier: Included; no additional fee<br/>GNP: Included; no additional fee<br/>Other: Not available</p> | <p><input type="checkbox"/> <b>On-Site Assistance</b></p> <p>Premier: Included; no additional fee<br/>GNP: Not available<br/>Other: Not available</p> |
|---|---|

**Additional Terms**

**Data Authorization Consent**

These programs are designed to aid Customer’s pharmacy locations in its treatment, payment, and healthcare operations activities (“Pharmacy Programs”). In order for AmerisourceBergen and its Pharmacy Program Vendors (as described below) to provide Customer with the Pharmacy Programs, Customer, by signing below, (i) authorizes AmerisourceBergen to receive business transaction, pharmacy, and patient data on behalf of Customer, including protected health information (“Pharmacy Data”) directly from Customer or indirectly from third parties supporting or participating in the Pharmacy Programs, including without limitation Customer’s designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, IQVIA, Change Healthcare, FDS AMPLICARE, Retail Insights and Prescribe Wellness (collectively, “Pharmacy Program Vendors”) and, (ii) authorizes and directs AmerisourceBergen and Pharmacy Program Vendors to exchange Pharmacy Data on Customer’s behalf to support Customer’s participation in the Pharmacy Programs.

This data authorization is intended to constitute Customer’s written consent under the applicable HIPAA Business Associate Agreement or similar document between Customer, AmerisourceBergen and/or Pharmacy Program Vendors for the exchange of Pharmacy Data on Customer’s behalf. AmerisourceBergen’s receipt and use of Pharmacy Data is subject to the terms of the

program documentation applicable to the specific Pharmacy Programs in which Customer enrolls (“Program Documentation”), such as the parties’ MPA and accompanying Data Protection Provisions, HIPAA Business Associate Agreement and Term Sheets. Customer acknowledges that in conformance with the Program Documentation, AmerisourceBergen 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 Pharmacy Programs.

**Business Coach Data Authorization Consent**

Customer will furnish business, operational and financial data regarding its Pharmacy location to its Business Coach, including protected health information (“Business Data”). AmerisourceBergen’s receipt and use of Business Data is subject to the terms of the program documentation applicable to the specific Pharmacy Programs in which Customer enrolls (“Program Documentation”), such as the parties’ MPA and accompanying Data Protection Provisions, HIPAA Business Associate Agreement 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 AmerisourceBergen and/or Pharmacy Program Vendors 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 AmerisourceBergen. Customer acknowledges that in conformance with the Program Documentation, AmerisourceBergen 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 Pharmacy Programs.

**Eligibility**

Term Sheets outline applicable requirements and prerequisites. Enrollment is not complete unless all requirements are met. Pharmacy Programs are intended for Customer’s locations operating in good standing under a distribution agreement that designates AmerisourceBergen as its prime vendor.

**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 AmerisourceBergen. If Customer has not yet executed an MPA, this Enrollment Form 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 Selection Form and Data Authorization Consent. This Selection Form and Data Authorization Consent are incorporated by reference with and into the MPA and Term Sheets and are binding upon the parties.

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<b>PHARMACY</b>	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 [PROGRAMS@AMERISOURCEBERGEN.COM](mailto:PROGRAMS@AMERISOURCEBERGEN.COM)

or, mail to AmerisourceBergen • 1 West First Avenue, Conshohocken, PA, 19428

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

Certain capitalized words applicable to the Elevate Network 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"), AmerisourceBergen Drug Corporation ("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 Network 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 or other Claims switch service provider approved by ABDC. 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 participation and arranges for payment of Claims through Central Pay. Payor Contracts, take effect for each 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, 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 and provides other Claims assistance.

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 and Payors or others, including current or Former Participants, or other Network Providers. Payor's dispute resolution processes, including Network Provider rights and obligations, are outlined in the respective 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 this Agreement. For Network Providers in good standing with ABDC and Payors, ABDC makes commercially reasonable efforts to wire bank instructions within (1) business day after receiving funds and matching EOBs, and within one week for all others, with funds generally available the following day.

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 \$30 per month fee to provide automated EOBs.

#### 4. Customer Responsibilities

a) Grant Authorization to Elevate Network. By enrolling in this Available Program, Customer represents and warrants that it has (i) executed a Master Program Agreement (“MPA”) with ABDC, and (ii) the legal authority to enter into the MPA and all related Term Sheets for each Network Provider. Customer hereby grants its authority to Elevate Network: (i) 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; (ii) to collect and receive on Network Provider’s behalf, accounts receivable generated by billings and Claims for reimbursement; and (iii) 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 Agreement, ABDC will provide current copies of Elevate Documents, including Payor Contracts or direct Network Provider to online resources. For specialized Covered Services, such as long-term care, compounding, home infusion, or immunization, each Network Provider and its employees must meet applicable licensing, 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), Customer is solely responsible for its relationships with Payors, including responding to, defending and resolving such disputes (including legal expenses) and paying any amounts owed as a result of a dispute. Network Provider must notify ABDC if has an existing dispute with a Payor or initiates any dispute process with a Payor.

g) Central Payments and Offsets. Customer acknowledges and agrees that ABDC may withhold 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 or delay or offset other 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 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). 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, Customer will use its best efforts to operate each Network Provider with diligence and vigor, and maintain the highest possible ethics, maintain its facilities and personnel in a manner that is a credit to the community and reflects the high standards and quality of Network Providers and the Elevate Network.

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 pursuant to Elevate Documents, and each Network Provider and pharmacists must be fully licensed to do so. In addition, each of Customer's Network Provider(s) must maintain an unrestricted certification from the U.S. Drug Enforcement Agency.

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 pursuant to Paragraph 7 of this Term Sheet, Paragraph 4.0 of Exhibit C (Provisions) and the Elevate Documents, including methods of doing business, any information related to performance under Elevate Documents, or any lists of customers, clients, Payors, claim processors or other Network Providers. Except as required by law, Customer may not use or disclose any such Confidential Information for its own benefit or the benefit of any other party without prior written consent. Customer will comply with Payor advance notice requirements prior to disclosure of Confidential Information.

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 and advertising injury, as well as such other insurance as

required by Payors. Commercial general liability 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 provide ABDC with a copy(s) of such policy(s) and each renewal prior to expiration to remain in good standing. 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.

## 5. Changes to Elevate Documents

a) Terms. Customer's Network Provider(s) will comply with Elevate Documents which ABDC or Payor may amend as it determines is appropriate in its sole discretion. ABDC or 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 available) 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: (1) the Elevate Documents comprising Payor materials; (2) all other Elevate Documents; and the Master Program Agreement, unless specifically stated otherwise that this Term Sheet supersedes such conflict.

**6. Payor Contract Obligations.** Customer's obligations 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 or for proper administration of Covered Services under Elevate Documents.

b) Confidentiality. Customer and ABDC will each safeguard confidentiality of Member health records as required by law and ensure that any subcontractors do so. 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. During Term and thereafter, 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. To the extent required by a Payor Contract or other Elevate Document, Payors may examine and audit Network Provider's records and other information that relates to Elevate Documents upon reasonable notice and at reasonable times.

## 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 the Elevate Network 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 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. Pharmacy Data (including Claims and payment detail received from Payors) is retained in the InSite pharmacy performance management system from ABDC for all Network Providers. Customer authorizes ABDC to receive Pharmacy Data from Payors and third-party vendors for each Network Provider. Customer authorizes access to Pharmacy Data by ABDC and its managed care specialists pursuant to the Data Protection Provisions (Exhibit A) 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. Customer authorizes 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. De-identified data may be disclosed to third parties if Network Provider(s) is unidentifiable as its source.

e) EQuIPP<sup>™</sup> Data Authorization. Customer authorizes ABDC to receive EQuIPP performance data from Pharmacy Quality Systems and to share the findings with members of ABDC's sales force and Customer's buying group (if any). If Network Provider participates in Advanced Features, EQuIPP performance data may also be shared with PrescribeWellness (a Tabula Rasa company) to provide Network Provider a consolidated view of performance.

## 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 if a dispute with a Payor and a Network Provider(s) is initiated or anticipated, its Network Provider's pharmacy license is suspended, any action or restriction may affect Network Provider(s) ability to meet its obligations, including those by a licensing agency (board of pharmacy, DEA, etc.), or it or any owner, Network Provider, or employee is an excluded entity 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 ("Adverse Actions")(see [WWW.OIG.HHS.GOV/FRAUD/EXCLUSIONS/LISTOFEXCLUDED.HTML](http://WWW.OIG.HHS.GOV/FRAUD/EXCLUSIONS/LISTOFEXCLUDED.HTML)). Customer must comply with any separate reporting obligations required of Network Providers by Payors with respect to Adverse Actions or other events.

## 9. Termination

a) Termination. In addition to termination without cause under the Master 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 the previous paragraph, 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, or (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.

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 Payor's 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 1) 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 2) 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 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)(2) 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.



**Definitions**

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

**Covered Service** is a Network Provider's dispensing a drug or device to a Member, pursuant to a prescription when required by law; and providing such other services and benefits included from time to time by Payors, in each case pursuant to Elevate Documents and for which Customer accepts Payor's compensation and any copayment as full payment.

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

**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.

**EOBs** mean explanation of benefits/remittance advice.

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

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

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

**Payor** is an entity that has entered or will enter into a Payor Contract with ABDC, including a pharmacy benefit manager or other third party that administers prescription drug programs and is primarily responsible for processing and paying Claims, a prescription drug discount company, and a worker 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.

**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 partners to provide Customer with the services under this term sheet Customer must authorize ABDC to receive Customer's business transaction, pharmacy, and patient data, including protected health information ("Pharmacy Data") directly from Customer or indirectly from third parties supporting or participating in the Pharmacy Programs, including without limitation Customer's designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, Change Healthcare, FDS AMPLICARE, Retail Insights and Prescribe Wellness (a Tabula Rasa Company) (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. Customer's Network Provider(s) must utilize Change Healthcare, our Program Partner, as its switch provider and is responsible for claim switching service fees from Change Healthcare (or indirectly through its participating system vendor). Claim switching 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.

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 us and our Program Partners.

c) Customer System Configuration. Customer must cooperate with its participating system vendor and our Program Partners to initiate and maintain the configuration changes necessary to meet our published program requirements.

c) 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 third parties supporting or participating in the Pharmacy Programs, including without limitation Customer's designated pharmacy system vendor, designated point-of-sale system vendor, designated reconciliation service provider, IQVIA, Change Healthcare, FDS AMPLICARE, Retail Insights and Prescribe Wellness. EQuIPP performance data may also be shared with PrescribeWellness to provide Network Provider a consolidated view of performance.

b) Authorization and Direction to Exchange Data. Customer authorizes and directs ABDC and the third parties supporting or participating in the Pharmacy Programs to exchange Pharmacy Data on Customer's behalf to support Customer's participation in the Pharmacy Programs.

c) Written Consent. Enrolling in and activating the 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 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 Pharmacy Programs in which Customer enrolls ("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) ceases its participation in the Pharmacy 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 FDS AMPLICARE. ABDC works with FDS AMPLICARE 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) Patient Engagement Center from Prescribe Wellness. ABDC works with Prescribe Wellness to provide a web-based portal offering real-time reporting, analytics, and ongoing management tools designed to assist Customer in improving, among other things, patient health, STAR ratings, and the efficiency and profitability of subscribing pharmacies. See Term Sheet 2C.

d) InSite from ABDC. Pharmacy Data provided by or on behalf of Customer including pharmacy claims, point-of-sale and other business transaction data received from Customer, Program Partners and Participating System Vendors is loaded to InSite from ABDC, a proprietary data analytics system used to measure and compare pharmacy performance. See Term Sheet 3.



## 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, 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 payer compliance re-billing and electronic medical claims billing for immunization 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

### 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 the PPE Specifications and PPE Materials. This Term Sheet incorporates the Parties' Master Agreement

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.

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## Claim Reconciliation Services Term Sheet

### 1. Program Description

- a) ABDC works with FDS AMPLICARE, Inc. ("FDS AMPLICARE"), 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 FDS AMPLICARE 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 FDS AMPLICARE 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 FDS AMPLICARE the claims data Customer's Network Provider(s) submits through the Change Healthcare claims switch services 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 FDS AMPLICARE provides enhanced reconciliation services in which a FDS AMPLICARE analyst will conduct activities normally conducted by a Network Provider's staff including chasing certain underpaid claims on behalf of Customer ("**FDS AMPLICARE Concierge Solutions**"). FDS AMPLICARE Concierge Solutions are subject to the terms and conditions agreed upon directly between Customer and FDS AMPLICARE.

### 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, FDS AMPLICARE will attempt to retrieve such data and FDS AMPLICARE will invoice Customer directly for any costs associated with such retrieval.
- b) If Customer opts to have its Network Provider(s) participate in FDS AMPLICARE Concierge Solutions, Customer will enter into an agreement directly with FDS AMPLICARE and be invoiced directly by FDS AMPLICARE for FDS AMPLICARE Concierge Solutions. The fees for FDS AMPLICARE Concierge Solutions are in addition to the fees charged for Advanced Features, and are available at the negotiated price of \$165.00 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 FDS AMPLICARE 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 FDS AMPLICARE 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 FDS AMPLICARE are authorized to use and disclose PHI under this Term Sheet.
- d) Customer will comply with ABDC's and FDS AMPLICARE' 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, FDS AMPLICARE will obtain electronic remittance advices directly based on the Payor's ability and willingness to provide such remittance advices.
- f) Customer acknowledges that FDS AMPLICARE will only be able to reconcile remittance advices received directly by the Customer if uploaded or keyed in manually by Customer to the FDS AMPLICARE 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 FDS AMPLICARE from time to time and as set forth in any manuals, materials, documents, or instructions furnished by ABDC or FDS AMPLICARE 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. FDS AMPLICARE and ABDC Obligations

- a) FDS AMPLICARE will provide the Reconciliation Services as provided in this Term Sheet and the Reconciliation Materials and in accordance with applicable laws and regulations.
- b) FDS AMPLICARE 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 FDS AMPLICARE' systems or to errors by FDS AMPLICARE'

employees or agents. Corrections shall be limited to rerunning of jobs or recreation of data or program files.

c) FDS AMPLICARE will make webinars or similar training opportunities available to Customer on the use of Reconciliation Services.

d) If Network Provider participates in FDS AMPLICARE' commercial reconciliation offering prior to joining Elevate or signing up for Reconciliation Services, Customer authorizes ABDC and FDS AMPLICARE to terminate its then current agreement with FDS AMPLICARE and to enroll Network Provider in Reconciliation Services. FDS AMPLICARE 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, FDS AMPLICARE 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 FDS AMPLICARE, 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 FDS AMPLICARE 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 FDS AMPLICARE' computer, operating systems, programs, or to errors by FDS AMPLICARE' 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-FDS AMPLICARE 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 FDS AMPLICARE 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) FDS AMPLICARE 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 FDS AMPLICARE' transmission of data.

c) NEITHER ABDC NOR FDS AMPLICARE 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 FDS AMPLICARE CONCIERGE SOLUTIONS ARE PROVIDED SOLELY BY FDS AMPLICARE.

e) NEITHER ABDC NOR FDS AMPLICARE 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.

f) ABDC'S AND FDS AMPLICARE' 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.

g) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS TERM SHEET OR THE MASTER PROGRAM AGREEMENT SHALL LIMIT FDS AMPLICARE' 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.

h) Any claim against ABDC or FDS AMPLICARE by Customer must be asserted in writing within thirty (30) days after FDS AMPLICARE 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 FDS AMPLICARE documentation reasonably requested by FDS AMPLICARE 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.

i) 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.

j) The provisions of this Section 7 shall control over any conflicting provision elsewhere in the Master Program Agreement.

*Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement or the Elevate Provider Network Term Sheet.*



## Patient Engagement Center Term Sheet

### 1. Program Description

ABDC has collaborated with Prescribe Wellness LLC (“**Prescribe Wellness**”, a Tabula Rasa HealthCare Company) to provide a web-based portal offering real-time reporting, analytics, and ongoing management tools designed to assist subscribing pharmacies in improving, among other things, patient health, STAR ratings, and the efficiency and profitability of subscribing pharmacies (“**Patient Engagement Center**”). Prescribe Wellness offers optional services for an additional monthly charge. Customers may enroll in these optional services directly with Prescribe Wellness; fees, terms and conditions are determined by Prescribe Wellness.

### 2. Pricing

a) The fees for the Patient Engagement Center are covered as part of the Elevate Advanced Features (Term Sheet 2).  
b) If Customer opts to participate in additional modules, Customer will be invoiced directly by Prescribe Wellness. The fees for added Prescribe Wellness Service modules are in addition to the fees charged for Advanced Features and are available at the following negotiated pricing for Customers participating in Elevate Advanced Features (Term Sheet 2):

- Patient Communications (Pharmacy Growth): \$299/month
- Med Sync (StarWellness): \$149/month
- Patient Communications & Med Sync (Pharmacy Growth & StarWellness): \$348/month
- Medicare Plan Reviews (PrescribeMedicare): Included
- Vaccinations (Vaccine Complete): \$80/month
- Three Product Bundle: \$428/month

### 3. Obligations of Customer

a) To access the Patient Engagement Center, Customer must sign a HIPAA Business Associate Agreement directly with Prescribe Wellness.  
b) Unless specifically authorized otherwise, Customer must participate in InSite from ABDC (Term Sheet 3) and PPE Solutions (Term Sheet 2A).  
c) Customer authorizes ABDC to collect Pharmacy Data from Change Healthcare, or other Claims switch service provider approved by ABDC, and furnish such data to Prescribe Wellness for use in populating the Patient Engagement Center. Customer further authorizes ABDC and Prescribe Wellness to utilize Pharmacy Data to measure and improve the performance, or the future development of any Prescribe Wellness product, and to disclose to third parties de-identified Pharmacy Data aggregated across other Prescribe Wellness customers. 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 Prescribe Wellness are authorized to use and disclose Protected Health Information under this Term Sheet.

d) Customer will use the Patient Engagement Center in accordance with applicable laws and regulations and the reasonable conditions, rules, and regulations established by ABDC and Prescribe Wellness from time to time and as set forth in any manuals, materials, documents, or instructions furnished by ABDC or Prescribe Wellness to Customer (“**Patient Engagement Materials**”).

e) Customer will take strict measures to protect the security of its assigned password and agrees that all consequences resulting from Customer’s use of said password shall be the sole responsibility of Customer. Customer is solely responsible for all information submitted through the Patient Engagement Center via its assigned password.

f) Customer may not rent, disclose, publish, sell, assign, lease, sublicense, market or transfer any content of ABDC or Prescribe Wellness nor use it in any manner not expressly authorized by this Term Sheet or Patient Engagement Materials.

### 4. Grant of Rights and IP Rights

a) ABDC grants to Customer a non-transferable, non-exclusive right of use of the Patient Engagement Center subject to the Patient Engagement Materials and this Term Sheet. Customer’s use of the Patient Engagement Center 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 Patient Engagement Center by any other person except as expressly authorized and contemplated hereunder. Title to the Patient Engagement Center and all rights of copyright, patent or other intellectual property therein are and shall at all times remain solely and exclusively with ABDC or Prescribe Wellness, as applicable. Customer shall keep this use free and clear of all liens, claims and encumbrances. ABDC and Prescribe Wellness reserve any rights not expressly licensed herein.

b) Customer acknowledges and agrees that all content, products, programs and/or technology on and accessible through the Patient Engagement Center (excluding Pharmacy Data provided by Customer) is the property of either Prescribe Wellness or ABDC, and Customer shall not claim any interest in such property except as expressly provided and contemplated under this Agreement.

c) Customer will not alter or remove any copyright or trademark notice or proprietary legend contained in or on any content of the Patient Engagement Center. Any trademark, logos and marks displayed on the Patient Engagement Center, whether registered or unregistered, are property of their respective owners.

### 5. Warranties and Limitations

a) ABDC, on behalf of Prescribe Wellness, warrants that the Patient Engagement Center will be free from material defects, will operate in all material respects as provided in the Patient Engagement Materials. This warranty only

applies as long as the Patient Engagement Center is used in accordance with this Term Sheet and the Patient Engagement Materials and does not apply to any software that has been modified by any party other than ABDC or Prescribe Wellness. ABDC does not warrant that access to or use of the Patient Engagement Center will be uninterrupted or error-free, nor does ABDC make any warranty as to any results that may be obtained by use of the Patient Engagement Center. In the event that a documented and reproducible flaw inconsistent with this warranty is discovered, ABDC shall use commercially reasonable efforts to correct such flaw in a timely manner.

b) EXCEPT AS STATED IN THIS TERM SHEET, NEITHER ABDC NOR PRESCRIBE WELLNESS MAKES ANY OTHER 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 PATIENT ENGAGEMENT CENTER. FURTHER, NEITHER ABDC NOR PRESCRIBE WELLNESS MAKES ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE PATIENT ENGAGEMENT CENTER BY CUSTOMER AND/OR ANY PERSON, INCLUDING IN VIOLATION OF APPLICABLE LAW, IRRESPECTIVE OF WHETHER ABDC OR PRESCRIBE WELLNESS 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 Prescribe Wellness shall not be liable for any errors occurring as a result of failure by Customer to comply with this Term Sheet or the Patient Engagement Materials.

b) CUSTOMER ACKNOWLEDGES THAT THE STAR WELLNESS AND PHARMACY GROWTH SERVICES ARE PROVIDED SOLELY BY PRESCRIBE WELLNESS.

c) NEITHER ABDC NOR PRESCRIBE WELLNESS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE PATIENT ENGAGEMENT CENTER AND CUSTOMER'S USE OF THE PATIENT ENGAGEMENT CENTER EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d) ABDC'S AND PRESCRIBE WELLNESS' AGGREGATE LIABILITY TO CUSTOMER UNDER THIS TERM SHEET AND WITH RESPECT TO THE PATIENT ENGAGEMENT CENTER (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 PATIENT ENGAGEMENT CENTER 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.



**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. We collaborate with our 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 our Program Partner, Retail Insights, to gain access for participating pharmacies to manufacturer offerings, such as temporary price reductions (see Hot Price in Term Sheet 5) 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 & Pharmacy Program Partners**

Customer authorizes ABDC to receive Pharmacy Data provided by or on behalf of Customer directly or indirectly from Customer or third parties that collaborate with ABDC, including without limitation switch vendor Change Healthcare, or other Claims switch service provider approved by ABDC, Customer’s designated pharmacy system vendor, designated point-of-sale system vendor, designated outside reconciliation service vendor (if applicable), and ABDC’s Pharmacy Program Partners.

“**Pharmacy Program Partners**” include but are not limited to:

a) Change Healthcare. Provides pre and post edit and data capture services.

b) FDS AMPLICARE Inc. Provides central payment and claim reconciliation services.

c) Prescribe Wellness. Hosts the Patient Engagement Center, Elevate Documents, and InSite dashboards and reports on the Prescribe Wellness platform and provides data capture services.

d) 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.

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 is included in, and required for participation in each of, the Advanced Features of the Elevate Provider Network (Term Sheet 1), which include Pre and Post Edit Services from Change Healthcare (Term Sheet 2A), Claim Reconciliation Services from FDS AMPLICARE (Term Sheet 2B) and Patient Engagement Center from Prescribe Wellness (Term Sheet 2C). 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, Pharmacy Program Partners and system vendors to ensure the quality and timely receipt of all Pharmacy Data, including cash or private pay claims, 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 Pharmacy 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 a non-revocable, 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, one or more of Customer’s designated system vendors, data vendors as approved by ABDC, Pharmacy Program Partner, or Payors for the Permitted Uses specified in Section 7(b) below.

b) Permitted Uses. Consistent with applicable laws and regulations, Customer authorizes and ABDC may use, reproduce, and create derivative works from the 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 Pharmacy 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 your business and conduct outreach campaigns including sharing these findings with members of our sales team and your buying group (if any).

(vi) assisting in the evaluation and development of ABDC’s Order Monitoring Program; and

(vii) 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 Pharmacy 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 Pharmacy Program Partner or its financial viability or responsibility. ABDC is not acting as a guarantor for any system vendor or Pharmacy Program Partner.

*Capitalized words not defined in this Term Sheet have the meaning defined in the Master Program Agreement or the Elevate Provider Network Term Sheet.*



**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, Customer hereby grants consent (“**Pharmacy Data Consent**”) to ABDC to derive dispense usage data from Pharmacy Data (as defined in the Data Protection Provisions for Pharmacy Data, Exhibit A of the parties’ Master Agreement or Master Program Agreement, or “**MPA**”) and to use and share such data, including pharmacy performance and benchmarking data, with ABDC’s Sales and other AmerisourceBergen 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. This Pharmacy Data Consent applies to Pharmacy Data captured through any Available Program (as defined in the MPA) 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 this Pharmacy Data 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; calculate the measures ourselves 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 the program. Eligibility requirements vary by participating buying group affiliation

(if any) – you may consult with your buying group for additional eligibility requirements. Customer must be in compliance with all other required terms to be eligible. Customer must be a franchisee under the Premier program or enrolled and active in Elevate Provider Network (Term Sheet 1), to be eligible.

**5. Data Requirements**

- a) Elevate Advanced Features (Term Sheet 2)
- b) Pre and Post Edits (Term Sheet 2A) with Change Healthcare
- c) Patient Engagement Center (Term Sheet 2C) with Prescribe Wellness
- d) InSite from ABDC (Term Sheet 3). To be eligible for the Five-Star Rebate, Customer must submit its cash claims in addition to third party claims through the PPE program or through the Patient Engagement Center.

**6. Helping Improve Purchase Performance**

In coordination with your buying group (if any) we equip our teams and your buying group with the results of matching dispensed quantities to wholesale purchase quantities so we can collectively work with you to identify missed opportunities and assist you in optimizing your purchase performance and rebate opportunities.

**7. Helping Improve Star Ratings Through Star Safety Net Service**

To assist Customer in improving Star Ratings, ABDC has enhanced the Patient Engagement Center to identify patients at risk of non-adherence and to place in advance of patient’s refill due date proactive automated text or voice messages to patients whose previous fill was late. Automated text or voice refill reminders may also be used for patients with late refills. Certain patients may receive live calls from a licensed pharmacist or pharmacy technician.

**8. 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 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 4.49 to 5.00	1.00%

*Accelerated Calculation*

To assist Customer in improving Star Ratings, this grid applies if Customer actively uses Pharmacy Growth

module from Prescribe Wellness and participates in the Star Safety Net service.

Average Star Rating 0.00 to 2.99	0.50%
Average Star Rating 3.00 to 3.99	0.75%
Average Star Rating 4.00 to 4.49	1.00%
Average Star Rating 4.49 to 5.00	1.00%

## 9. Other

- a) Distribution Agreement. Customer must be in compliance with the terms of its distribution agreement with AmerisourceBergen 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 at any time on 30 days' notice prior to the start of the next fiscal quarter.



**The Front-End Solution Programs  
Term Sheet**

**1. Program Description**

The following interrelated programs (“**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 Retail Excellence 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 determines extent it uses 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: Included; no additional fee  
 GNP: No additional fee  
 Other: Not available

**6. Hot Price Program**

A temporary price reduction program designed to give Customer access to promotional monies available from consumer goods manufacturers. ABDC, in collaboration with consumer goods manufacturers, selects approximately 100 - 200 core OTC products to promote with a “Hot Price” during upcoming monthly promotion periods. ABDC includes Hot Price promotional materials within the monthly Front-End Support Kit and sends email alerts containing instructions for downloading the Hot Price file for the next monthly promotion. Customer must order reasonable quantities of promotional items prior to the start of the promotional period and promptly put up the promotional materials at the beginning of the month and remove the promotional materials at the end of the month. ABDC will issue a credit to Customer 45 to 60 days after the promotional month has ended, calculated as the difference between the store’s regular retail price (based on Customer’s selected retail zone price) and the Hot Price for each promotional item sold (and not returned) during the promotional month using the scanning data collected by InSite POS. Once enrolled, Customer may choose to participate in a monthly promotion by downloading the pricing update file for that month. An email alert will be sent to Customer two weeks prior to the start of each promotional period with instructions required for participation. Hot Price requires that Customer participate in InSite from ABDC (see Term Sheet 3), including InSite POS (see Section 8 of this Term Sheet) so that ABDC can furnish evidence of product sell-through to manufacturers, and requires that Customer participate in Retail Zone Pricing (Section 3 of this Term Sheet). Activation in Hot Price may take up to 60 days and is only available to Premier and GNP Pharmacies that utilize a participating POS system vendor. There is no charge for participating in Hot Price, and Customer or ABDC may terminate Customer’s participation in Hot Price at any point upon notice to the other party.

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

*(remainder of page left intentionally blank)*



**7. 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: \$219/merchandiser/day

Other: Limited availability (pricing based on scope of work)

**8. InSite POS from ABDC**

Customer, if using InSite from ABDC, authorizes limited use of Pharmacy Data derived from Customer's point-of-sale systems by (1) ABDC, including merchandisers and sales associates; (2) your buying group (if any); (3) by our Program Partner (Retail Insights) and by our subcontractors who provide material support to the Front-End Solution Programs pursuant to the Data Protection Provisions (Exhibit A) to assist Customer and to enhance the programs through means such as measuring the effectiveness of promotions, GNP circulars and other promotional material, and (3) by manufacturers who partner with ABDC or our Program Partner to enable access to promotional offerings and to provide funding to help support the programs.



## Digital and Social Media Marketing 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. This Program includes an individual subdomain (“**Microsite**”) and Microsite 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 Marketing

ABDC provides a platform designed for multi-channel 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 for standard program services. Additional optional social media products and services available via separate enrollment form(s), and fees vary based on options selected.

GNP: Not available

Other: Not available

### 5. Local Listings Management and Digital Advertising

ABDC assists Customer to claim and manage Google online business listings so that local consumers using search engines are presented full and accurate pharmacy information such as location, hours and contact information. Service also includes digital advertising through Google search and display networks.

Premier: Included; no additional fee

GNP: Not available

Other: Not available

### 6. 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 Web Refill Service. ABDC, through its Program Partner Prescribe Wellness, offers an interactive web refill service for consumers ordering prescription refills through the website or mobile application. Customer’s eligibility to use the interactive prescription refill service is subject to the participation of its designated pharmacy system vendor and 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).

### 7. ABDC Responsibilities

a) Hosting. ABDC through its service providers hosts the Website, Microsites, social media, and Google Paid Search platforms 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, are the sole and exclusive property of ABDC or its licensors (“**ABDC Content**”). ABDC grants Customer a non-exclusive, limited license to use and display ABDC Content on the applicable application while Customer participates in this 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.

### 8. 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 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, 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 consents to ABDC and Program Partners' use and access to business, operational and financial data ("Business Data") regarding Customer's Pharmacy during the performance of its obligations. This business data authorization is in addition to and supplements Customer's Data Authorization 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 or on its use of the Digital Marketing Programs; and (ii) no Customer Content will be inaccurate, deceptive or fraudulent; infringe on any third party intellectual property rights; or otherwise violate any law.

d) License. Customer grants to ABDC a non-exclusive, royalty-free license to publish, transmit, modify, display, distribute, translate and adapt Customer Content to provide this 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 Website 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.

**9. 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 vendor. 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 MICROSITE, INCLUDING ANY INTERRUPTION OR UNAVAILABILITY.



**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 relatively short timeframes 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. ABDC may reasonably limit time and resources devoted to Business Coaching.

**5. ABDC Responsibilities**

- a) Startup. Business Coach will work with Customer 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, 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 comparisons with similar pharmacies, analysis of patient loyalty, assessment of product offerings and pricing strategies, or specific observations regarding inventory or financial management, operational systems, personnel staffing, managed care reimbursements, and hours of operation.

d) Implementation. Customer may implement the priority recommendations selected by Customer. 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, to pursue additional performance improvements based on previous findings.

f) Goal Setting. Business Coach will assist Customer in establishing strategic, operational and growth goals for its coming year.

g) Privacy of Customer Data. Customer authorizes limited use of Pharmacy Data by ABDC and 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 the Program. For greater clarity, except as set forth above or as explicitly authorized by Customer to improve your performance under your contractual requirements with ABDC, no other person will have access to your Coaching Data, including members of ABDC's pharmacy distribution sales force engaged in selling products to your pharmacy. This enhanced privacy for Coaching Data supersedes any otherwise authorized uses under the Master Program Agreement.

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**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: profit and loss statements (12 month fiscal year), 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 the decision to implement and the implementation of the industry best practices recommended by the Business Coach. Risks associated therewith and results thereof are expressly assumed by Customer.



**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: \$35 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 the 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: \$35 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.



## Unsaleable Returns Term Sheet

### 1. Program Description

ABDC's unsaleable returns program ("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. The 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.). Customer must be authorized by ABDC to participate in the Program. Customer must use the portal to administer and process returns which are shipped directly to Inmar and processed for 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. Customers track 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 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 the program including shipping charges, processing and disposal costs, and financial reconciliation costs.

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 product are

returned through the Program; returned products not purchased from ABDC; manufacturer making payments directly to Customer; and manufacturer selling products on a non-returnable basis. Adjustments to reported ERV after products returns are received by Contract Returns Processor and resulting check amounts paid to Customer may occur for such Exclusions.

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 reported by the Contract Returns Processor.

### 5. Premier Franchisee Benefits

a) **On-Site Assistance.** Quarterly 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 monthly check amount is based on the credit valuation described in 3(b) and is issued within 45 days of the end of the monthly reporting period. The 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 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 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 Program does not cover unsaleable products returned to Customers' servicing distribution center.
- c) This Program does not cover saleable products 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, 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 only after the product has expired and must be processed by Contracts Returns Processor within six months of the expiration date; and (v) the credit amount is based on Customer's purchase price from ABDC less a 7% fee.

*All other terms and conditions of the Master Program Agreement, including limitation of liability, indemnification and other defined terms, are incorporated by reference into this Term Sheet.*





**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.

This Statement of Work-Services incorporates the parties' Master Program Agreement. 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**  
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**EXHIBIT D**

**LIST OF CURRENT AND FORMER FRANCHISEES AS OF SEPTEMBER 30, 2021**

**CURRENT FRANCHISEES**

<b>Account Name</b>	<b>Business Street Address</b>	<b>Business Address City</b>	<b>Business Address State</b>	<b>Phone Number</b>
Boone's Pharmacy	203 Lafayette Street	Livingston	Alabama	(205) 652-7022
Borden Family Pharmacy	3190 Alabama Highway 157	Cullman	Alabama	(256) 734-7535
Chads Payless Pharmacy Inc	501 West College Street	Florence	Alabama	(256) 766-3298
Davis Drug Company	111 South Main Street	Columbiana	Alabama	(205) 669-6713
Ed Holcombe Discount Pharmacy	106 2nd Avenue Southwest	Cullman	Alabama	(256) 734-1083
Fred's Pharmacy	797 Military Street South	Hamilton	Alabama	(205) 921-3193
Hackleburg Pharmacy	34863 Highway 43	Hackleburg	Alabama	(205) 935-3392
Hospital Discount Pharmacy	201 19th Street East	Jasper	Alabama	(205) 387-1403
Jack's Drugs- Dothan	1909 Honeysuckle Road	Dothan	Alabama	(334) 836-0890
Midtown Pharmacy LLC	278 North 3rd Street	Gadsden	Alabama	(256) 543-7777
Mill Street Pharmacy	10639 Alabama Highway 168	Boaz	Alabama	(256) 593-5279
Milner Rushing Drugs	869 Florence Boulevard	Florence	Alabama	(256) 764-4700
Milner Rushing Drugs	202 West Avalon Avenue	Muscle Shoals	Alabama	(256) 386-5220
Milner Rushing Drugs Express	2602 Hough Road	Florence	Alabama	(256) 740-5515
Payless Drugs	2512 31st Avenue North	Birmingham	Alabama	(205) 252-4179
Payless Drugs	460 Walker Drive	Springville	Alabama	(205) 467-7988
Payless Drugs	4901 Gary Avenue	Fairfield	Alabama	(205) 785-4343
Payless Drugs	585 Morris Majestic Road	Morris	Alabama	(205) 647-0515
Rx Express of Tillmans Corner	5638 Three Notch Road	Mobile	Alabama	(251) 662-2525
Southside Pharmacy	11964 Escue Drive Suite A	Tanner	Alabama	(256) 232-6588
Synco Drugs	200 North Three Notch Street	Troy	Alabama	(334) 566-2610
The Drug Store At Stevenson	205 Kentucky Avenue	Stevenson	Alabama	(256) 437-6500
The Pill Box Pharmacy	2422 Danville Road South West Suite J	Decatur	Alabama	(256) 353-1121
The Pill Box Pharmacy	474 Highway 67 South	Decatur	Alabama	(256) 353-0100
Trading Post Discount Drugs	103 South Water Street	Tuscumbia	Alabama	(256) 381-2400
WATKINS DRUGS SF	13286 NORTH WINTZELL AVE	BAYOU LA BATRE	Alabama	(251) 824-7455
Alaska Family Pharmacy	1919 Lathrop Street, Suite 109	Fairbanks	Alaska	(907) 452-1514
Alaska Family Pharmacy	167 South Santa Claus Lane	North Pole	Alaska	(907) 488-8555
Alaska Family Pharmacy	1001 Noble Street	Fairbanks	Alaska	(907) 452-2556

Foodland Pharmacy	615 West Willoughby Avenue	Juneau	Alaska	(907) 796-2280
Harry Race Pharmacy	106 Lincoln Street	Sitka	Alaska	(907) 313-6750
Ron's Apothecary Shoppe	9101 Mendenhall Mall Road	Juneau	Alaska	(907) 789-0458
White's Pharmacy	705 Halibut Point Road	Sitka	Alaska	(907) 313-6881
Desert Sky Pharmacy	6750 West Thunderbird Road Suite 103	Peoria	Arizona	(623) 209-0870
Potter's House Apothecary	21585 North 77th Avenue Suite 1500	Peoria	Arizona	(623) 362-9322
Walton Drug	1520 West Thatcher Boulevard	Safford	Arizona	(928) 428-6366
Walton Drug of Morenci	408 Burro Alley	Morenci	Arizona	(928) 865-9946
American Drug	1 East Main Street	Greenbrier	Arkansas	(501) 679-2211
American Home Pharmacy	129 Bone Street	Clinton	Arkansas	(501) 745-4266
Amity Road Pharmacy	810 Amity Road Suite 101	Conway	Arkansas	(501) 358-3863
Beebe Drug Inc	901 Dewitt Henry Drive	Beebe	Arkansas	(501) 882-5402
Berry Drug of Dardanelle	417 Union Street	Dardanelle	Arkansas	(479) 229-4811
Bono Family Pharmacy	10040 North Highway 63 Suite 4	Bono	Arkansas	(870) 277-1543
C & D Drug Store	121 North Commerce Avenue	Russellville	Arkansas	(479) 968-2456
Caldwell Discount Drug Co	804 South Falls Blvd	Wynne	Arkansas	(870) 238-7085
Cave City Pharmacy	301 South Main Street Suite C	Cave City	Arkansas	(870) 283-5589
City Drug	1512 Linwood Drive	Paragould	Arkansas	(870) 236-8501
City Pharmacy	606 South Park Street	Pocahontas	Arkansas	(870) 892-5517
Clarks Family Pharmacy	621 Commerce Street	Earle	Arkansas	(870) 792-7177
Clarksville Family Pharmacy	510 South Rogers Street Suite 3	Clarksville	Arkansas	(479) 647-3138
Clinic Drug Store, Inc.	1700 Harrison Street, Suite D	Batesville	Arkansas	(870) 793-5170
Collier Drug-Dickson	100 West Dickson Street	Fayetteville	Arkansas	(479) 442-6262
Collier Drug-Prairie Grove	801 East Douglas Street	Prairie Grove	Arkansas	(479) 846-2195
Conway MedCare Pharmacy	2521 College Avenue	Conway	Arkansas	(501) 358-3498
Corner Drug Store	830 East Main Street	Melbourne	Arkansas	(870) 368-7171
Crawford Pharmacy	107 Crawford Street	Hot Springs	Arkansas	(501) 624-4636
Dean's Pharmacy	1640 South Whitehead Drive	Dewitt	Arkansas	(870) 946-2381
Dean's Pharmacy # 3	311 West Chestnut Street	Marianna	Arkansas	(870) 295-4100
Drug Emporium # 240	9112 Rodney Parham Road	Little Rock	Arkansas	(501) 223-2576
East End Express Pharmacy	21019 Highway 167, Suite 100	Hensley	Arkansas	(501) 486-4100
East End Pharmacy	20381 Arch Street Pike	Little Rock	Arkansas	(501) 888-2830
Economy Drug	1006 West Trimble Avenue	Berryville	Arkansas	(870) 423-2094

Family Clinic Pharmacy	1208 West Main Street	Walnut Ridge	Arkansas	(870) 888-8100
Family Medical Center Pharmacy	4202 South University Avenue	Little Rock	Arkansas	(501) 562-3314
Finley Pharmacy	1016 West South Street	Benton	Arkansas	(501) 315-5100
Food Giant Discount Pharmacy	605 North Illinois Street	Harrisburg	Arkansas	(870) 578-5200
Gammel's Clinic Pharmacy	909 Unity Road	Crossett	Arkansas	(870) 364-5100
Health Depot #1	7700 Highway 271 South	Fort Smith	Arkansas	(479) 646-7875
Health Depot #2	1610 Fort Street	Barling	Arkansas	(479) 452-1237
Health Depot #3	1530 West Center Street	Greenwood	Arkansas	(479) 996-9898
Health-Care Pharmacy	10 Hospital Drive	Morrilton	Arkansas	(501) 354-1460
Hickory Hill Pharmacy	109 Hickory Hill Drive	Helena	Arkansas	(870) 338-8351
Hilltop Market Pharmacy	3605 East Johnson Avenue	Jonesboro	Arkansas	(870) 336-8310
Horseshoe Health & Medicine	600 Market Street	Horseshoe Bend	Arkansas	(870) 670-4580
Hyde Pharmacy Inc	1001 West Kings Highway	Paragould	Arkansas	(870) 239-4036
iCareRx Pharmacy - Newport	1117 McLain Street Suite 400	Newport	Arkansas	(870) 523-5555
Imboden Medical Pharmacy	110 North Walnut Street	Imboden	Arkansas	(870) 869-2046
Landmark Pharmacy	3401 Atwood Road, Suite E	Little Rock	Arkansas	(501) 888-2223
Lyons Drug Store	115 West Front Street	Lonoke	Arkansas	(501) 676-2247
Marion Family Pharmacy	134 Block Street	Marion	Arkansas	(870) 739-1111
Marshall Medic Pharmacy	243 Highway 65 North	Marshall	Arkansas	(870) 448-3614
M-C Drug Store	533 Porter Street	Helena	Arkansas	(870) 338-3414
McCoy Tygart Drug Store Inc	821 North Rock	Sheridan	Arkansas	(870) 942-5121
McHaney Drug P.A.	1400 West Hunt Street	Paragould	Arkansas	(870) 236-3180
Medi Quik Pharmacy	810 West Commercial Street	Ozark	Arkansas	(479) 667-4145
Medi Shop Pharmacy	204 Highway 71 South	Mena	Arkansas	(479) 394-3254
Medic Pharmacy	306 North Reynolds Road	Bryant	Arkansas	(501) 847-3596
Medi-Quik Pharmacy	1531 East Main Street	Booneville	Arkansas	(479) 675-3900
Medisav Pharmacy #2	8820 Rogers Avenue	Fort Smith	Arkansas	(479) 452-0278
Medisav Pharmacy #3	5701 Jenny Lind Road	Fort Smith	Arkansas	(479) 646-2971
Medisave Homecare Pharmacy	621 East Main Street	Charleston	Arkansas	(479) 965-2244
MedRelief Pharmacy	2895 State Highway 77 South Suite 3	Marion	Arkansas	(870) 739-1700
Mitchell's Main Street Pharmacy	214 EAST MAIN STREET	Mountain View	Arkansas	(870) 269-3253
Mitchell's Medi Mart	1523 South Main Street	Hope	Arkansas	(870) 777-5555
National Family Pharmacy	1615 Dodson Avenue	Fort Smith	Arkansas	(479) 783-6135

Newton's Pharmacy	715 West Main Street	Russellville	Arkansas	(479) 968-1157
Palace Drug	270 Main Street	Mammoth Spring	Arkansas	(870) 625-3222
Palace Drug of Salem, LLC	106 West Highway 62	Salem	Arkansas	(870) 895-3811
Piggott Pharmacy	648 E Main St	Piggott	Arkansas	(870) 598-3183
Prescriptions Corner Drug	320 West Kingshighway	Paragould	Arkansas	(870) 239-9535
Randolph County Drug	567 Highway 67 South	Pocahontas	Arkansas	(870) 202-2536
Rector Downtown Drug	403 South Main	Rector	Arkansas	(870) 595-3523
Remedy Drug	8511 West Markham Street	Little Rock	Arkansas	(501) 313-4480
Rison Pharmacy	300 Pine Street	Rison	Arkansas	(870) 325-6262
Roland's Drug Store	112 Houston Avenue	Perryville	Arkansas	(501) 889-5111
Rose Drug	211 East Main Street	Clarksville	Arkansas	(479) 754-2180
Rose Drug Dover	8880 Market Street	Dover	Arkansas	(479) 331-2133
Rose Drug of Dardanelle	1176 State Highway 22 West, Suite A	Dardanelle	Arkansas	(479) 229-4040
Rose Drug of Russellville	3103 West Main Place	Russellville	Arkansas	(479) 968-1323
Smith Drug	695 East Third Street	Gentry	Arkansas	(479) 736-2241
Smith Drug And Compounding Inc.	1 Mercy Lane Street Suite 103	Hot Springs	Arkansas	(501) 624-2900
Smith Drug and Compounding, Inc	1629 Airport Road Suite D	Hot Springs	Arkansas	(501) 767-2220
Smith Family Pharmacy	2425 Dave Ward Drive Suite 602	Conway	Arkansas	(501) 336-8188
Sullivan Pharmacy	731 North Main Street Suite B	Harrison	Arkansas	(870) 741-2119
Tanglewood Drug Store	6815 Cantrell Road	Little Rock	Arkansas	(501) 664-4444
Teasley Drug	205 Atlanta Street Southeast	Gravette	Arkansas	(479) 787-5966
The Prescription Pad Pharmacy	539 Highway 425 South	Monticello	Arkansas	(870) 367-4227
Village Pharmacy	500 West Commercial Street	Ozark	Arkansas	(479) 667-2101
Vilonia Family Pharmacy Inc	1122 Main Street Suite 14	Vilonia	Arkansas	(501) 796-2204
Walden Drug	3104 W Kingshighway	Paragould	Arkansas	(870) 236-6118
Watson Pharmacy	908 West 4th Street	Fordyce	Arkansas	(870) 352-2161
Woodsprings Pharmacy	1807 Woodsprings Road	Jonesboro	Arkansas	(870) 972-8310
A & O Peninsula Pharmacy	1828 El Camino Real Suite 104	Burlingame	California	(650) 692-6569
A Family Pharmacy Apple Valley	15863 Kasota Road Suite C	Apple Valley	California	(760) 242-5452
Abala Pharmacy	550 West Eaton Avenue, Suite B	Tracy	California	(209) 832-7080
Absolute Wellness Pharmacy	19720 Ventura Boulevard Unit 100	Woodland Hills	California	(818) 912-6800
Access Medical Pharmacy	1271 Westwood Boulevard	Los Angeles	California	(310) 873-6565
ACE Medical Pharmacy	9171 Wilshire Boulevard Suite B	Beverly Hills	California	(310) 385-9128

AHCS Specialty Care	12832 Valley View Drive Suite A & B	Garden Grove	California	(714) 902-1582
Alex Pharmacy	140 West Valley Boulevard Suite 105	San Gabriel	California	(626) 571-1188
Alhambra Professional Pharmacy	330 South Garfield Avenue, Suite 104	Alhambra	California	(626) 458-8909
Alisal Pharmacy	323 North Sanborn Road	Salinas	California	(831) 424-7321
Allcare Pharmacy	12998 Hesperia Road Suite 102	Victorville	California	(760) 241-0508
AllCare Pharmacy	331 Main Street	Salinas	California	(831) 424-8053
Alta Care Pharmacy	1004 W FOOTHILL BLVD, suite 101	Upland	California	(909) 360-8352
American Surgical Pharmacy	103 East Highland Avenue	San Bernardino	California	(909) 882-3353
AndersonRx, Inc	2940 East Street	Anderson	California	(530) 378-5566
Arden Medical Pharmacy	435 West Arden Avenue Suite 110	Glendale	California	(818) 247-1842
Arianna Medical Pharmacy	3600 North Verdugo Road Suite 103	Glendale	California	(818) 957-9200
Auburn Pharmacy and Compounding Center	5645 Auburn Street #B	Bakersfield	California	(661) 871-8881
Audrey Pharmacy	9741 Bolsa Avenue, Suite 116	Westminster	California	(714) 531-1983
Audrey Pharmacy #2	9822 Bolsa Avenue Suite G	Westminster	California	(714) 531-1244
Avalon Pharmacy	58471 29 Palms Highway, Suite 301	Yucca Valley	California	(760) 365-7621
B&B Pharmacy	10244 Rosecrans Avenue	Bellflower	California	(562) 866-8363
Balboa Pharmacy	6465 Balboa Avenue Suite 101	San Diego	California	(858) 278-0111
Barr Pharmacy	1825 Academy Avenue	Sanger	California	(559) 875-2517
Barrington Wilshire Pharmacy	11701 Wilshire Boulevard, Suite 3	Los Angeles	California	(310) 473-3323
Bascom Pharmacy	105 North Bascom Avenue, Suite 101	San Jose	California	(408) 995-6020
Bear Creek Pharmacy	36243 Inland Valley Drive Suite 130	Wildomar	California	(951) 677-4880
Berry & Sweeney Pharmacy	1377 North Fair Oaks Avenue	Pasadena	California	(626) 794-1124
Best Outcomes Clinic Pharmacy	422 North San Jacinto Street	Hemet	California	(951) 305-5500
BJRX Pharmacy	1801 East March Lane Suite B280	Stockton	California	(209) 474-2888
Boies Medical Center Pharmacy	828 Delbon Avenue	Turlock	California	(209) 634-8511
Bonita Family Pharmacy	250 W Bonita Ave Ste 110	Pomona	California	(909) 593-3400
Boulder Creek Pharmacy	13081 Central Avenue	Boulder Creek	California	(831) 338-2144
Brent Air Pharmacy	134 South Barrington Avenue	Los Angeles	California	(310) 476-2211



Brentwood Pharmacy	2530B SAN VICENTE BLVD	Santa Monica	California	(310) 393-0201
Bright La Mirada Pharmacy	12675 La Mirada Boulevard Suite 100	La Mirada	California	(562) 777-8175
Bright Plaza Pharmacy	15725 East Whittier Boulevard Suite A	Whittier	California	(562) 943-7500
Brimhall Pharmacy	8305 Brimhall Road #1603	Bakersfield	California	(661) 588-5555
Burbank Tower Pharmacy	140 N. San Fernando Boulevard	Burbank	California	(818) 859-7179
Burt's Pharmacy	2900 Townsgate Road Suite 105	Westlake Village	California	(805) 371-4000
Burt's Pharmacy	2333 Borchard Road	Newbury Park	California	(805) 498-6675
Burt's Pharmacy Moorpark	865 Patriot Drive Suite 103	Moorpark	California	(805) 552-4500
Bushards Pharmacy	244 Forest Avenue	Laguna Beach	California	(949) 494-1059
Cabrillo Pharmacy	146 North Brent Street	Ventura	California	(805) 643-9939
Cahuenga Blvd Pharmacy	5503 Cahuenga Boulevard Suite 100	North Hollywood	California	(818) 980-1445
Cambria Drug & Gift	2222 Main Street	Cambria	California	(805) 927-7283
Campus Pharmacy	100 UCLA Medical Plaza Suite 150	Los Angeles	California	(310) 208-2340
Capital City Pharmacy	339 Georgia Street	Vallejo	California	(707) 644-2272
Care Pharmacy	302 East Bullard Avenue	Fresno	California	(559) 261-9888
Catinat Pharmacy	9549 Bolsa Avenue, Suite A	Westminster	California	(714) 531-3560
Cayucos Pharmacy	72 South Ocean Avenue	Cayucos	California	(805) 995-3538
Central Avenue Pharmacy	133 15th Street	Pacific Grove	California	(831) 373-1225
Central Drugs	520 West La Habra Boulevard	La Habra	California	(562) 691-6754
Central Drugs	1955 Sunnycrest Drive Suite 100	Fullerton	California	(714) 515-1530
Central Rx Pharmacy	50 Eagle Rock Way Suite C	Brentwood	California	(925) 240-9777
Century Beverly Hills Pharmacy	412 South San Vicente Boulevard	Los Angeles	California	(310) 360-1015
Century City Medical Plaza Pharmacy	2080 Century Park East, Suite 102	Los Angeles	California	(310) 553-3434
Ceres Drug Store	2929 4th Street	Ceres	California	(209) 537-0718
Choice Compounding Pharmacy	4201 Torrance Boulevard, Suite 120	Torrance	California	(310) 543-1111
Clear Choice Pharmacy	3059 Hopyard Road Suite C	Pleasanton	California	(925) 623-5511
Coast Hills Pharmacy	2610 San Miguel	Newport Beach	California	(949) 720-7044
College Pharmacy	90 North Ashwood Avenue	Ventura	California	(805) 642-4135
Cooley Health Pharmacy	1280 East Cooley Drive Suite 23	Colton	California	(909) 514-1730
Courtyard Pharmacy	23693 B Calabasas Road	Calabasas	California	(818) 403-3072
Croal's Rexall Drugs	901 East Williams Street	Barstow	California	(760) 256-8968
Crown Drug	657 East University Drive	Carson	California	(310) 323-6193
Daniels Pharmacy	943 Geneva Avenue	San Francisco	California	(415) 584-2210

Desert Hospital Outpatient Pharmacy	1180 North Indian Canyon Drive Suite E140	Palm Springs	California	(760) 323-1001
Diablo Pharmacy	2301 Camino Ramon Ste 190	San Ramon	California	(925) 237-9939
DK Pharmacy	10431 Lemon Avenue, Suite G	Rancho Cucamonga	California	(909) 493-1500
Doctor's Choice Pharmacy	639 North 13th Avenue	Upland	California	(909) 532-5588
Dollar Drug	1055 West College Avenue, Suite C	Santa Rosa	California	(707) 575-1313
Drug Co Pharmacy	307 North Ash Street	Escondido	California	(760) 745-6672
Eddie's Pharmacy	8408 Beverly Boulevard	Los Angeles	California	(310) 358-2400
El Monte Pharmacy	3948 North Peck Road	El Monte	California	(626) 448-2507
Elmore Pharmacy	401 Walnut Street	Red Bluff	California	(530) 527-4636
Family First Pharmacy	4859 East Kings Canyon Road	Fresno	California	(559) 493-5566
Farmacia Del Pueblo	801 Birch Street	Calexico	California	(760) 768-6000
Farmacia Del Pueblo	1692 South 4th Street	El Centro	California	(760) 353-9000
Farmacia Estrella	5020 South C Street	Oxnard	California	(805) 240-9962
Farmacia Familiar	1126 South Bristol Street	Santa Ana	California	(714) 486-2277
Farmacia Santa Ana	307 East 1st Street Suite D	Santa Ana	California	(714) 542-5444
Finley's Rexall Drug	8554 Sierra Avenue	Fontana	California	(909) 822-2288
Fireside Pharmacy	73847 Highway 111	Palm Desert	California	(760) 346-1113
Foothill Medical Plaza Pharmacy	415 West Route 66	Glendora	California	(626) 857-5500
Foothill Remedy Drugs	6253 Foothill Boulevard	Tujunga	California	(818) 236-2500
Fox Drug of Torrance	1327 El Prado	Torrance	California	(310) 328-7244
Franks Pharmacy	7548 Soquel Drive	Aptos	California	(831) 685-1100
Freeman Medical Pharmacy	301 North Prairie Avenue, Suite 110	Inglewood	California	(310) 672-7000
Friendly #1 Pharmacy	485 Lewis Road, Suite D	San Jose	California	(408) 226-0200
Friendly #2 Pharmacy	639 Tully Road, Suite A	San Jose	California	(408) 279-8188
Fullerton Pharmacy	1820 Fullerton Avenue Suite 105	Corona	California	(951) 496-4222
Galaxy Pharmacy	1801 West Romneya Drive Suite 108	Anaheim	California	(714) 833-5723
Galaxy Pharmacy	1295 East Anaheim Street	Long Beach	California	(562) 599-1301
Gateway Pharmacy	1330 Gateway Boulevard Suite B-2	Fairfield	California	(707) 422-0500
GKN Rx Inc	1471 B Street Suite R	Livingston	California	(209) 398-2035
Golden Gate Pharmacy	1836 Noriega Street	San Francisco	California	(415) 661-0790
Gonzales Rx Pharmacy	18 Fourth Street	Gonzales	California	(831) 675-3643
Gualala Community Pharmacy	39251 South Highway 1	Gualala	California	(707) 896-9600
Haig Pharmacy	1112 South Glendale Avenue	Glendale	California	(818) 500-0800
Haller's Pharmacy and Medical Supply	37323 Fremont Boulevard	Fremont	California	(510) 797-2772
Healthcare Pharmacy	14642 Newport Avenue	Tustin	California	(714) 669-4000

Hendricks Pharmacy	137 North Harvard Avenue	Claremont	California	(909) 624-1611
Hepps Prescription Pharmacy	240 South La Cienega Boulevard Suite 100	Beverly Hills	California	(310) 652-0550
High Street Pharmacy	4248 Macarthur Boulevard	Oakland	California	(510) 530-1335
Hinas Home Care Pharmacy	9508 Stockdale Highway Suite 130	Bakersfield	California	(661) 664-7979
Hinas Pharmacy	6300 White Lane Suite N	Bakersfield	California	(661) 282-8805
Holy Cross Pharmacy	11550 Indian Hills Road Suite 130	Mission Hills	California	(818) 898-1628
Indio Medical Pharmacy	81893 Doctor Carreon Boulevard, Suite 7	Indio	California	(760) 347-0659
Inland Pharmacy	1001 E Latham Avenue Suite P	Hemet	California	(951) 658-7111
Irvine Medical Center Pharmacy	16300 Sand Canyon Avenue, Suite 101	Irvine	California	(949) 453-9789
Jackson Medical Pharmacy	266 North Jackson Avenue, Suite 8	San Jose	California	(408) 251-8122
Jeff Goodman Special Care Pharmacy	1625 Schrader Boulevard, 1st Floor	Los Angeles	California	(323) 993-7513
Jonathan's Pharmacy	19341 Bear Valley Road Suite 103	Apple Valley	California	(760) 983-2599
Kanan Pharmacy and Medical Supplies	5847 Kanan Road	Agoura Hills	California	(818) 889-3070
Kenneth Village Pharmacy	1400 West Kenneth Road	Glendale	California	(818) 242-4158
Kingsley Pharmacy	3663 West 6th Street, Suite 102	Los Angeles	California	(213) 383-8877
KML Pharmacy	1655 South de Anza Boulevard, Suite 2	Cupertino	California	(408) 873-8123
Knolls Pharmacy	16630 Marquez Avenue	Pacific Palisades	California	(310) 454-6000
Komoto Medical Pharmacy	2110 Truxtun Avenue, Suite 100	Bakersfield	California	(661) 327-7524
Komoto Pharmacy	1017 Ellington Street	Delano	California	(661) 725-9489
Kovacs-Frey Pharmacy	2860 Artesia Boulevard	Redondo Beach	California	(310) 371-7541
Kramers Pharmacy	29525 Canwood Street	Agoura Hills	California	(818) 706-8099
Kyoto Pharmacy	420 East 3rd Street	Los Angeles	California	(213) 253-5999
La Buena Vida Pharmacy	51-335 Cesar Chavez Street Suite 116	Coachella	California	(760) 398-8866
La Quinta Pharmacy	43-875 Washington Street Suite A	Palm Desert	California	(760) 777-9902
Lanvy Pharmacy	14971 Brookhurst Street Suite A	Westminster	California	(714) 531-2828
Lark Drugs Pharmacy	16251 Main Street	Guerneville	California	(707) 869-9055
Larson's Pharmacy	142 West H Street	Colton	California	(909) 825-1950
Las Palmas Pharmacy	555 East Tachevah Drive, Suite 1W/101	Palm Springs	California	(760) 416-0830
Lassen Drug	271 Main Street, Suite A	Chester	California	(530) 258-2261
Leisure World Pharmacy	1661D Golden Rain Road	Seal Beach	California	(562) 795-6202

Linda Vista Pharmacy	4300 Rose Drive Suite D	Yorba Linda	California	(714) 528-3610
Lorena Pharmacy	3400 Whittier Boulevard	Los Angeles	California	(323) 268-3384
Los Alamitos Pharmacy	3801 Katella Avenue Suite 120	Los Alamitos	California	(562) 431-2505
Lucerne Pharmacy, Inc.	6244 East Highway 20	Lucerne	California	(707) 274-6643
LYONS PHARMACY	660 Palomar Street Unit 410/11	Chula Vista	California	(619) 407-5555
MAGGIES PHARMACY SF	2315 KUEHNER DR UNIT 107	SIMI VALLEY	California	(805) 770-1001
Maico Pharmacy	10161 Bolsa Avenue Suite 105B	Westminster	California	(714) 531-7000
Manor Drug Medical & Mobility	5795 North First Street	Fresno	California	(559) 431-4142
McCarthy Pharmacy	2601 Lincoln Boulevard	Santa Monica	California	(310) 452-1105
Medical Arts Pharmacy	13847 East 14th Street Suite 103	San Leandro	California	(510) 357-1881
Medical Pavilion Pharmacy	9460 No Name Uno Suite 100	Gilroy	California	(408) 842-2001
Medicine Man Pharmacy	13737 Artesia Boulevard Suite 202	Cerritos	California	(562) 404-3100
Meiji Pharmacy	1630 West Redondo Beach Boulevard, Suite 14	Gardena	California	(310) 538-2885
Meliora Pharmacy	94301 Warner Avenue Suite G	Fountain Valley	California	(888) 842-5988
Mendocino Coast Pharmacy	350 Cypress Street	Fort Bragg	California	(707) 962-0800
Mexicare Pharmacy	9670 Magnolia Avenue Suite 107	Riverside	California	(951) 588-6727
Mission Medical Pharmacy	27800 Medical Center Road Suite 99	Mission Viejo	California	(949) 364-0122
Mission Plaza Pharmacy	26800 Crown Valley Parkway Suite 185	Mission Viejo	California	(949) 364-9009
Montebello Professional Pharmacy	265 East Beverly Boulevard, Suite B	Montebello	California	(323) 722-1999
Mowry Medical Pharmacy	1999 Mowry Avenue Suite 2A	Fremont	California	(510) 793-5011
Mowry Plaza Pharmacy	668 Mowry Avenue	Fremont	California	(510) 745-9900
MVP Pharmacy	5620 Wilbur Avenue Suite 100	Tarzana	California	(747) 265-6781
Myers Medical Pharmacy	260 Hospital Drive, Suite 111	Ukiah	California	(707) 468-1866
Newport Coast Pharmacy	400 Newport Center Drive	Newport Beach	California	(949) 719-3707
Nogales Pharmacy	18702 Colima Road Suite 103	Rowland Heights	California	(626) 810-2240
North Lake Medical Pharmacy #1	5136 Hill Road 3	Lakeport	California	(707) 263-6192
North Lake Medical Pharmacy #2	347 Lakeport Boulevard	Lakeport	California	(707) 263-1328

Nuevo Pharmacy	75 West Nuevo Road Suite H	Perris	California	(951) 322-4700
Oakdale Pharmacy	5400 Balboa Boulevard Suite 100	Encino	California	(818) 788-0770
Ojai Rexall Drugs	1125 Maricopa Highway	Ojai	California	(805) 646-4361
Olivehurst Drug Store	4897 Olivehurst Avenue	Olivehurst	California	(530) 743-5451
Oxnard Drug	105 West 5th Street	Oxnard	California	(805) 483-2115
Parke Vista Pharmacy	3838 Sherman Drive Suite 1	Riverside	California	(951) 687-4203
Parkview Medical Plaza Pharmacy	3975 Jackson Street Suite 109	Riverside	California	(951) 637-0180
Pearsons Medical Group Pharmacy	1700 North Waterman Avenue	San Bernardino	California	(909) 883-3088
Peninsula Pharmacy	1294 6th Street 100	San Pedro	California	(310) 833-3535
Pharmacy 2000	1646 Westwood Boulevard	Los Angeles	California	(310) 234-9991
Pico Care Pharmacy	6650 Rosemead Boulevard	Pico Rivera	California	(562) 364-7922
Plaza Pharmacy	430 East Avenida de los Arboles	Thousand Oaks	California	(805) 492-2451
Point Loma Cabrillo Drug	955 Catalina Boulevard, Suite A-102	San Diego	California	(619) 630-2710
Point Loma Shelter Island Drug	1105 Rosecrans Street	San Diego	California	(619) 223-7171
Prime Formula Pharmacy	18397 Colima Road	Rowland Heights	California	(626) 581-8555
Primera Care Pharmacy	17500 Foothill Boulevard Suite A-7A	Fontana	California	(909) 222-6944
Pucci's Pharmacy	3257 Folsom Blvd	Sacramento	California	(916) 442-5891
PUENTE HILLS PHARMACY	1850 SOUTH AZUSA AVE STE 101	HACIENDA HEIGHTS	California	(626) 912-3311
Queens Pharmacy	12677 Hesperia Road Suite 180	Victorville	California	(760) 962-1200
Queens Pharmacy	18522 Highway 18 Suite 103	Apple Valley	California	(760) 946-4700
Raincross Pharmacy	4646 Brockton Avenue	Riverside	California	(951) 788-4646
Ramsay Rexall Drug	2246 Newport Boulevard	Costa Mesa	California	(949) 646-7744
Rancho Drugs	17798 Wika Road	Apple Valley	California	(760) 242-4900
Rancho Park Pharmacy	10587 (A) West Pico Boulevard	Los Angeles	California	(310) 475-3541
Regency Medical Pharmacy	1000 Newbury Road Suite 100	Newbury Park	California	(805) 375-4050
Reliance Pharmacy	11333 N.SEPULVEDA BLVD.STE1200	Mission Hills	California	(818) 365-3986
River Oak Pharmacy	1080 West F Street, Suite D	Oakdale	California	(209) 847-2226
Rogers Drug Store	402 H Street	Modesto	California	(209) 522-5229
Royalty Pharmacy	1902 Royalty Drive Suite 110	Pomona	California	(909) 620-8008
Rubio Pharmacy	16550 Ventura Boulevard	Encino	California	(818) 990-5100
Safesave Pharmacy	737 Colusa Avenue	Yuba City	California	(530) 674-3550
Saint Johns Plaza Pharmacy	1301 20th Street Suite 120	Santa Monica	California	(310) 453-6553
Santa Monica Medical Plaza Pharmacy	1260 15th Street Suite 100	Santa Monica	California	(310) 393-6767

Savco Pharmacy	455 O'Conner Drive, Suite 190	San Jose	California	(408) 298-6190
Save More Pharmacy	349 East Main Street Suite 101	Alhambra	California	(626) 282-8633
Sea View Pharmacy	665 Camino de Los Mares Suite 101	San Clemente	California	(949) 496-0123
Sebastopol Family Pharmacy, Inc.	652 Petaluma Avenue Suite 11	Sebastopol	California	(707) 824-1876
Sherman's Apothecary Pharmacy	1212 South Main Street, Suite 101	Salinas	California	(831) 422-5988
Sierra Pharmacy	210 South Grand Avenue Suite 116	Glendora	California	(626) 335-2300
Silverado Pharmacy	1473 Lincoln Avenue	Calistoga	California	(707) 942-5115
Skinnners Pharmacy	905 Deep Valley Drive	Rolling Hills Estates	California	(310) 377-4871
Smiths St Helena Pharmacy	1390 Railroad Avenue	Saint Helena	California	(707) 963-2794
Soledad Pharmacy and Wellness Center	537 Front Street	Soledad	California	(831) 677-6100
SOUTH GATE PHARMACY	8200 LONG BEACH BLVD UNIT D-2	SOUTH GATE	California	(323) 537-2837
Southwood Pharmacy	22220 Palos Verdes Boulevard	Torrance	California	(424) 350-7995
Spectrum Pharmacy	18 Endeavor Suite 100	Irvine	California	(949) 679-3388
Stan's Drug	3001 South Saviers Road	Oxnard	California	(805) 486-2678
SUMI PHARMACIES INC	653 Long Beach Boulevard	Long Beach	California	(562) 437-0678
Sun Pharmacy	2559 South King Road	San Jose	California	(408) 440-2077
Sunshine Center Pharmacy	1166 Old Mission Road	South San Francisco	California	(650) 589-4133
Super Care Pharmacy	24825 Alessandro Blvd Suite 2	Moreno Valley	California	(951) 243-2530
Sutter Pharmacy	470 Plumas Boulevard	Yuba City	California	(530) 821-5110
Tam's Rx Pharmacy	14024 Magnolia Street, Suite A-103	Westminster	California	(714) 892-9808
TEPLOW DRUGS ARX	404 E MAIN ST	BARSTOW	California	(760) 256-2726
The Prescription Center	9730 Wilshire Boulevard Suite 103 and 114	Beverly Hills	California	(310) 274-7113
The Prescription Shop	1215 West Whittier Boulevard	Montebello	California	(323) 728-8127
The Remedy Pharm	23811 Hawthorne Boulevard	Torrance	California	(310) 375-0655
Thu Van Pharmacy	10362 Bolsa Avenue, Suite 108	Westminster	California	(714) 775-0772
Tormed Pharmacy	3440 Lomita Boulevard Suite 149	Torrance	California	(310) 326-7706
Town Center Pharmacy	535 West Acequia	Visalia	California	(559) 734-5893
Town Square Pharmacy, Inc	81709 Doctor Carreon Boulevard Suite E3	Indio	California	(760) 342-4933
Truxtun Pharmacy	5925 Truxtun Avenue Suite B	Bakersfield	California	(661) 324-7979

Truxtun Pharmacy Delano	1228 Jefferson Street	Delano	California	(661) 778-0111
Tuolumne Me-Wuk Indian Health Center Pharmacy	18880 Cherry Valley Boulevard	Tuolumne	California	(209) 928-5407
Tustin Pharmacy	13400 Newport Avenue	Tustin	California	(714) 731-1344
USC Health Center Pharmacy	1150 West Jefferson Boulevard, Suite 150	Los Angeles	California	(213) 821-6100
USC Medical Plaza Pharmacy	1510 San Pablo Street, Suite 144	Los Angeles	California	(323) 442-5770
USC Pharmacy	3601 Trousdale Parkway	Los Angeles	California	(213) 740-2738
USC Verdugo Hills Professional Pharmacy	1808 Verdugo Boulevard Suite 111	Glendale	California	(818) 952-2223
VALLEY CARE PHCY	11441 HEACOCK ST STE D	MORENO VALLEY	California	(951) 200-4592
Ventura County Pharmacy	3350 Loma Vista Road	Ventura	California	(805) 765-6046
Versailles Pharmacy	2801 Encinal Avenue	Alameda	California	(510) 523-4907
Via Lido Drugs	3445 Via Lido	Newport Beach	California	(949) 723-8921
Villa Park Pharmacy	17821 Santiago Boulevard	Villa Park	California	(714) 998-3030
Village Drug Company	225 Main Street	Greenville	California	(530) 284-6618
Vine Discount Pharmacy and Medical Supply	1253 North Vine Street	Los Angeles	California	(323) 957-9446
Vineyard Pharmacy & Gifts	1900 McHenry Avenue	Escalon	California	(209) 838-0511
Vo Pharmacy	12464 East Washington Boulevard	Whittier	California	(562) 646-3339
Wagner Pharmacy	1224 East McFadden Avenue	Santa Ana	California	(714) 547-3590
Watsonville Pharmacy	1433 Freedom Boulevard	Watsonville	California	(831) 728-1818
WellnessRx Pharmacy	5971 University Avenue Suite 304	San Diego	California	(619) 582-1933
West Drug	8530 Westminster Boulevard	Westminster	California	(714) 892-6916
West Pharmacy	18061 Beach Boulevard	Huntington Beach	California	(714) 842-5390
WEST VAL CARE PHCY	5353 BALBOA BLVD	ENCINO	California	(818) 788-2411
Westside Drug	1101 O Street	Firebaugh	California	(559) 659-2159
Westside Medical Pharmacy	11968 Wilshire Blv Suite B	Los Angeles	California	(310) 441-1200
White Memorial Medical Plaza Pharmacy	1701 East Cesar E Chavez Avenue Suite 109	Los Angeles	California	(323) 221-6000
Wilshire Le Doux Medical Pharmacy	8536 Wilshire Boulevard, Suite 101	Beverly Hills	California	(310) 657-4090
Yasmin's Pharmacy	99 North La Cienega Boulevard	Beverly Hills	California	(310) 358-0200
Yee's Prescription Pharmacy	1703 Termino Avenue Suite 101	Long Beach	California	(562) 597-7733
Bayfield Pharmacy	871 County Road 501	Bayfield	Colorado	(970) 884-9133
Boulder Medical Center Pharmacy	2750 Broadway Street	Boulder	Colorado	(303) 440-3111
Byers Pharmacy	568 North Highway 36	Byers	Colorado	(303) 822-9371

ClearSpring Pharmacy	8031 Southpark Circle Suite B	Littleton	Colorado	(303) 707-1500
CLEARSPRING PHARMACY, LTD	201 University Boulevard, Suite 105	Denver	Colorado	(303) 333-2010
The Pharmacy at St Michaels	2914 67th Avenue Suite 101	Greeley	Colorado	(970) 978-4557
Arrow Prescription Center #12	500 Farmington Avenue	Hartford	Connecticut	(860) 522-9289
Beacon Prescriptions	543 West Main Street	New Britain	Connecticut	(860) 225-6487
Beacon Prescriptions	25 Collins Road	Bristol	Connecticut	(860) 589-5587
Beacon Prescriptions	609 North Main Street	Southington	Connecticut	(860) 628-3972
Beacon Prescriptions	875 Foxon Road	East Haven	Connecticut	(203) 467-2600
Beacon Prescriptions South St.	57 South Street	Bristol	Connecticut	(860) 583-1006
Beacon Prescriptions Terryville	241 Main Street	Terryville	Connecticut	(860) 585-5158
Danielson Pharmacy	77 Westcott Road	Danielson	Connecticut	(860) 774-0050
East Rock Pharmacy	10 Fairfield Boulevard Unit C2	Wallingford	Connecticut	(203) 691-9619
Hancocks Pharmacy	840 East Main Street	Meriden	Connecticut	(203) 235-6323
Visels Pharmacy - New Haven, CT	714 Dixwell Avenue	New Haven	Connecticut	(203) 562-6878
Darley Pharmacy	111 Darley Road	Claymont	Delaware	(302) 798-0202
Dover Community Pharmacy	1035 South Governors Avenue	Dover	Delaware	(302) 724-9323
Manor Pharmacy Inc	1412 N Dupont Highway	New Castle	Delaware	(302) 328-3175
1st Choice Pharmacy	2228 U.S. Highway 19 North	Holiday	Florida	(727) 934-1300
A Plus Pharmacy	4750 East Moody Boulevard Suite 107	Bunnell	Florida	(386) 313-6959
A-1 Pharmacy	815-3 South Moody Road	Palatka	Florida	(386) 385-3987
Ace Pharmacy & Discount	1572 West 37th Street	Hialeah	Florida	(305) 558-1499
ACME Pharmacy	1548 East Fowler Avenue	Tampa	Florida	(813) 971-6565
Acquaviva's Pharmacy	1555 Port Malabar Northeast, Suite 101	Palm Bay	Florida	(321) 725-7188
Adonai Pharmacy	620 South Lake Street, Suite 4	Leesburg	Florida	(352) 460-4030
Andres Pharmacy and Discount	7167 Southwest 8th Street	Miami	Florida	(305) 261-2822
Better Life Pharmacy	1590 North McMullen Booth Road Suite K4	Clearwater	Florida	(727) 900-6404
Bradys Pharmacy	6810 Stirling Road	Davie	Florida	(954) 989-0085
Brooksville Drugs INC	80 Ponce De Leon Boulevard	Brooksville	Florida	(352) 796-4975
Brownings Pharmacy	141 East Hibiscus Boulevard	Melbourne	Florida	(321) 723-6520
Cali Pharmacy & Discount	1924-26 West 60th Street	Hialeah	Florida	(305) 558-5055
Cano Pharmacy	8300 West Flagler Street Suite 165	Miami	Florida	(305) 456-3670



Cano Pharmacy	12600 Southwest 120th Street Suite 102	Miami	Florida	(305) 506-1930
Cano Pharmacy 13	4160 North Armenia Avenue Suite C	Tampa	Florida	(813) 733-0990
Cano Pharmacy 5	5190 North West 167th Street Suite 100	Miami Lakes	Florida	(786) 870-1170
Cardenas Pharmacy	2741 Coral Way	Miami	Florida	(305) 529-0003
Care Med Pharmacy LLC	4201 Palm Avenue Suite AA	Hialeah	Florida	(305) 200-3944
Care Rx Pharmacy	1167 East Tennessee Street	Tallahassee	Florida	(850) 577-1890
Careplus Pharmacy	701 West Dr Martin Luther King Jr Boulevard Suite 1	Tampa	Florida	(813) 849-0991
Chans Pharmacy Plus	2092 North University Drive	Pembroke Pines	Florida	(954) 367-3296
Charles Pharmacy	5081 Okeechobee Boulevard	West Palm Beach	Florida	(561) 507-5300
Choice Pharmacy #002	401 South Parsons Avenue Suite C	Brandon	Florida	(813) 685-4707
Choice Pharmacy Inc	5913 North Armenia Avenue	Tampa	Florida	(813) 870-6426
Clinical Care Pharmacy	1400 NW 107th Avenue 3rd Floor, Suite 301	Miami	Florida	(786) 454-9852
Cocoa Beach Discount Pharmacy	291 West Cocoa Beach Causeway	Cocoa Beach	Florida	(321) 799-2030
Community Pharmacy	897 N. Summit Street	Crescent City	Florida	(386) 698-2666
Continental Rx	505 Southwest 8th Street	Miami	Florida	(305) 856-2211
Cornerstone Pharmacy	1028 East Osceola Parkway	Kissimmee	Florida	407-483-7093
CornerstoneRx Pharmacy	1720 South McCall Road Suite J	Englewood	Florida	(941) 263-3331
Cortez Drugs	12116 Cortez Boulevard	Brooksville	Florida	(352) 592-1320
Davis Islands Pharmacy	232 E DAVIS BLVD	Tampa	Florida	(813) 254-1888
Delray Shores Pharmacy	124 Northeast 5th Avenue	Delray Beach	Florida	(561) 272-2124
Duval Pharmacy	2386 Dunn Avenue Suite 117	Jacksonville	Florida	(904) 696-8882
Duval Pharmacy 201	7077 Normandy Boulevard Suite 5	Jacksonville	Florida	(904) 900-7700
E P Medical Equipment Pharmacy	6440 Southwest 117th Avenue	Miami	Florida	(305) 630-9307
Familycare Discount Pharmacy	3633 Cortez Road West Suite B9	Bradenton	Florida	(941) 914-9991
Farmacia Julia Discount	3000 Northwest 7th Street	Miami	Florida	(305) 642-6211
Farmacia Julia Discount #2	3197 Southwest 18th Street	Miami	Florida	(305) 448-6523
Five Points Pharmacy and Wellness	1108 Lake Drive	Cocoa	Florida	(321) 806-3951
Flagler Pharmacy	200 Moody Boulevard	Flagler Beach	Florida	(386) 777-0777
Florida Family Pharmacy	14889 Tamiami Trl	North Port	Florida	(941) 444-2215
Florida Medical Clinic Pharmacy	38045 Market Square	Zephyrhills	Florida	(813) 715-0354
Freedom Pharmacy	3901 East Colonial Drive Suite C	Orlando	Florida	(407) 898-4427
GLS Pharmacy LLC	15680 Southwest 72nd Street	Miami	Florida	(786) 391-3618

GOOD RXS Pharmacy	5221 33rd Street East	Bradenton	Florida	(941) 900-4566
GoodPill Pharmacy, Inc.	17177 Pines Boulevard	Pembroke Pines	Florida	(754) 201-3663
Grace Community Pharmacy	80 Pinnacles Drive Suite 900	Palm Coast	Florida	(386) 263-7370
Groveland Pharmacy	145 East Broad Street	Groveland	Florida	(352) 429-1353
Gulf Gate Pharmacy	2134 Gulf Gate Drive	Sarasota	Florida	(941) 493-6500
Heartland Discount Pharmacy	407 South Parrott Avenue	Okeechobee	Florida	(863) 763-7633
IFB Pharmacy LLC	2488 North University Drive	Pembroke Pines	Florida	(954) 842-2827
Infinity Pharmacy	7551 West Hillsborough Avenue	Tampa	Florida	(813) 462-2777
Iras Discount Pharmacy	4900 Linton Boulevard Suites 21-22	Delray Beach	Florida	(561) 455-0090
Island Family Pharmacy	600 PLANTATION ISLAND DR S UNIT 3	ST AUGUSTINE	Florida	(904) 461-1081
Jorge's Pharmacy	1701 Coral Way	Miami	Florida	(305) 856-1252
J's Pharmacy	6416 Ridge Road	Port Richey	Florida	(727) 847-2211
Kabs Pharmacy	2812 East Bearss Avenue	Tampa	Florida	(813) 988-4000
Key Pharmacy	614 Crandon Boulevard	Key Biscayne	Florida	(305) 361-5445
King Pharmacy & Compounding LLC	31201 US Highway 19 North Suite 1	Palm Harbor	Florida	(727) 772-6868
La Cubana Pharmacy Discount	5965 Southwest 8th Street Suite A	Miami	Florida	(305) 267-6767
Las Villas Pharmacy Discount and Medical Supplies	716 West 29th Street	Hialeah	Florida	(305) 883-7476
Little Road Pharmacy	4211 Little Road Unit #4	New Port Richey	Florida	(727) 372-5222
Lutz Pharmacy	1930 Land O Lakes Boulevard Suite 15	Lutz	Florida	(813) 948-4500
Manatee Discount Pharmacy	1802 59th Street West	Bradenton	Florida	(941) 209-1234
Marquez Pharmacy	5901 West 16th Avenue	Hialeah	Florida	(305) 558-8002
Medical Arts Pharmacy	4417 Bee Ridge Road	Sarasota	Florida	(941) 706-1777
Medical Plaza Pharmacy	201 Northwest 82nd Avenue Suite 101	Plantation	Florida	(954) 474-3887
Medicine Maxx	646 South Dillard Street	Winter Garden	Florida	(407) 656-0081
Medz Direct	1065 Northeast 125th Street Suite 207	Miami	Florida	(786) 347-0365
Merit Pharmacy	2464 North State Road 7	Lauderdale Lakes	Florida	(954) 739-4666
Moultrie Pharmacy	3690 US 1 South	St. Augustine	Florida	(904) 794-1399
My Best Pharmacy	1050 Gateway Boulevard Suite 101	Boynton Beach	Florida	(561) 200-4245
Naples Pharmacy LLC	848 1st Avenue North Suite 120	Naples	Florida	(239) 231-3026
New Life Pharmacy	22041 South Dixie Highway Bsy Suite 22149	Miami	Florida	(305) 960-7176
NewGen Clinical Care Pharmacy llc	7206 Massachusetts Avenue	New Port Richey	Florida	(727) 203-3202

North Port Pharmacy	13221 TAMIAMI TRAIL	NORTH PORT	Florida	(941) 426-1123
One-Stop Pharmacy 101	1101 6th Street Northwest	Winter Haven	Florida	(863) 845-5800
Orlando Pharmacy	2909 North Orange Avenue Suite 112	Orlando	Florida	(407) 898-1331
P & P Pharmacy	8381 Southwest 40th Street	Miami	Florida	(305) 551-0760
Palm Bay Pharmacy	4651 Babcock Street North East Suite 5A	Palm Bay	Florida	(321) 914-0484
PDL Pharmacy	7167 W Flagler Street	Miami	Florida	(305) 266-3705
Perkins Indian River Pharmacy	3721 10th Court	Vero Beach	Florida	(772) 567-2555
Perkins Pharmacy	4015 20th Street	Vero Beach	Florida	(772) 978-6470
Peter's Pharmacy	121 Victoria Commons Boulevard Suite 102	Deland	Florida	(386) 734-8477
PharmacyGO	20041 South Tamiami Trail Suite 13	Estero	Florida	(239) 908-3187
Pharm-Aid LLC	12117 Pembroke Road	Pembroke Pines	Florida	(954) 544-4994
Premier Custom Pharmacy	2000 PGA Boulevard Suite 5507	Palm Beach Gardens	Florida	(561) 691-4991
Prescription Shop of Stuart	622 Colorado Avenue	Stuart	Florida	(772) 287-3443
President Pharmacy	2013 Harding Street	Hollywood	Florida	(954) 923-3839
Prime Rx Pharmacy	10010 Cross Creek Blvd.	Tampa	Florida	(813) 955-7777
Professional Pharmacy Services and Medical Equipment	10993 Southwest 186 Street	Miami	Florida	(305) 253-6634
Promise Pharmacy	31818 US Highway 19	Palm Harbor	Florida	(727) 772-0500
QuickRx@Bartow	1140 East Van Fleet Drive	Bartow	Florida	(863) 537-6910
Rite Care Pharmacy	2215 South 25th Street	Fort Pierce	Florida	(772) 257-6663
Royal Care Pharmacy	5045 Turnpike Feeder Road	Fort Pierce	Florida	772-742-8091
Rx Discount Pharmacy	12620 US Highway 301	Dade City	Florida	(352) 521-0155
Rx Express of Milton	5987 Berryhill Road	Milton	Florida	(850) 623-6337
Rx Express Pharmacy	8986 Ortega Park Drive	Navarre	Florida	(850) 936-6446
Rx Express Pharmacy	3104 West 23rd Street	Panama City	Florida	(850) 215-7455
Sandlake Pharmacy	7300 Sand Lake Commons Boulevard, Suite 225	Orlando	Florida	(407) 351-8002
Santa Rosa Pharmacy	2050 West County Highway 30A Unit M1-106	Santa Rosa Beach	Florida	(850) 622-3313
Sarasota Discount Pharmacy	110 North Lime Avenue	Sarasota	Florida	(941) 444-6888
Script Choice Pharmacy	9740 North 56th Street	Temple Terrace	Florida	(813) 374-9944
Shields Pharmacy	2196 Main Street Suite A	Dunedin	Florida	(727) 648-2680
SIMEDHealth Pharmacy	4343 West Newberry Road Suite 9	Gainesville	Florida	(352) 224-2450
SPEEDY SCRIPTS PHARMACY INC	1115 45th Street Suite 3	West Palm Beach	Florida	(561) 296-3795
St Mary Pharmacy II	30606 US Highway 19 North	Palm Harbor	Florida	(727) 773-9000
St. Mary Pharmacy	1290 West Bay Drive	Largo	Florida	(727) 585-1333

St. Petersburg Pharmacy	6399 38th Avenue North Suite A-5	St. Petersburg	Florida	(727) 201-9500
Starcare Pharmacy	7200 Ridge Road Suite 106	Port Richey	Florida	(727) 312-4888
Sun Discount Pharmacy	3600 S Tuttle AVE	Sarasota	Florida	(941) 556-9622
SunScript Pharmacy	7869 Pines Boulevard	Pembroke Pines	Florida	(954) 362-7645
Super Discount Pharmacy	1423 South Collins Street	Plant City	Florida	(813) 752-1133
The Drug Shoppe, Inc	4060 North Armenia Avenue	Tampa	Florida	(813) 870-3939
The Pharmacy	333 South Plumosa Street	Merritt Island	Florida	(321) 208-8999
Tri-Med Medical Pharmacy	5779 49th Street North, Suite 2	St. Petersburg	Florida	(727) 527-4569
Tru-Valu Drugs of Sanford INC	503 East First Street	Sanford	Florida	(407) 323-6413
Turner Drugs Celebration	1530 Celebration Boulevard, Suite 105	Celebration	Florida	(407) 566-9060
Union Pharmacy and Medical Supplies	6456 West Flagler Street	Miami	Florida	(305) 262-4646
V & T Pharmacy	5051 66th Street North Suite A	St Petersburg	Florida	(727) 258-7288
Vida Pharmacy	7250 West 24th Avenue, Suite 1920	Hialeah	Florida	(305) 822-8234
Village Discount Pharmacy	3990 East State Road 44 Suite 207	Wildwood	Florida	(352) 492-9333
Village Pharmacy	9408 SW 87TH STREET SUITE 105	MIAMI	Florida	(305) 274-8955
Wellness Rx LLC	7640 Northwest 25th Street Suite 105	Miami	Florida	(305) 384-7600
Winships Pharmacy	5643 South East Crooked Oak Avenue Seabranh Square	Hobe Sound	Florida	(772) 324-8381
Winships Prescription Center	721 Northlake Boulevard	North Palm Beach	Florida	(561) 842-2444
WISES PARKWOOD PHARMACY INC	3842 W Newberry RD Suite1G	Gainesville	Florida	(352) 373-3547
Abbeville Discount Drugs	201 West Main Street	Abbeville	Georgia	(229) 467-2221
Adairsville Drug	6000 Joe Frank Harris Parkway	Adairsville	Georgia	(770) 773-3521
Adams Drug Store	408 B 16th Avenue E	Cordele	Georgia	(229) 273-3433
Adams Family Pharmacy	98 Peachtree Street	Cuthbert	Georgia	(229) 732-2077
Adams Family Pharmacy	6381 Hamilton Street	Preston	Georgia	(229) 828-2273
ADD Drug	1695 South Lumpkin Street	Athens	Georgia	(706) 548-2239
Allcare Pharmacy & Healthcare Services	112 South Oxley Drive	Lyons	Georgia	(912) 526-3200
Altama Discount Pharmacy	5711 Altama Avenue suite G	Brunswick	Georgia	(912) 264-2622
Apollo Pharmacy	418 West Broughton Street	SAVANNAH	Georgia	(912) 999-6101
Apollo Pharmacy #2	111 Canal Street Suite 101	Pooler	Georgia	(912) 988-7185

Bainbridge Pharmacy	1420 East Evans Street	Bainbridge	Georgia	(229) 246-7200
Barber's Pharmacy	731 Cameron Drive	Blackshear	Georgia	(912) 449-4444
Barnes Drug Store	200 South Patterson Street	Valdosta	Georgia	(229) 242-1925
Batts Drug Company Inc	115 Commerce Street	Hawkinsville	Georgia	(478) 892-9021
Batts Drug Company Mansfield, LLC	4424 Highway 213	Mansfield	Georgia	(678) 712-7055
Beasley Drug Company	933 Center Street	Conyers	Georgia	(770) 483-7211
Bennett's Hometown Pharmacy	26826 Highway 82	Waynesville	Georgia	(912) 778-3784
Bennett's Hometown Pharmacy	13202 Cleveland Street West, Suite 100	Nahunta	Georgia	(912) 462-3784
Bennett's Hometown Pharmacy	4402 North Second Street Suite C	Folkston	Georgia	(912) 496-3784
Brasstown Professional Pharmacy, Inc.	23B Murphy Highway	Blairsville	Georgia	(706) 745-2303
Brooke's Pharmacy	812 South Park Street Suite 5A	Carrollton	Georgia	(770) 834-9050
Brooklet Drug	102 Parker Avenue South	Brooklet	Georgia	(912) 842-9886
Buchanan Drugs	106 Courthouse Square	Buchanan	Georgia	(770) 646-3570
C & C Pharmacy	621 West Memorial Drive	Dallas	Georgia	(770) 445-2600
Center Drugs	133 Second Avenue Southeast	Cairo	Georgia	(229) 377-2777
Chapman Drug Co Inc	615 North Central Avenue	Hapeville	Georgia	(404) 761-1136
CHAPMAN HEALTHCARE PHARMACY	305 Maple Drive	Vidalia	Georgia	(912) 538-0053
Christians Pharmacy	1032 Main Street	Forest Park	Georgia	(404) 366-4320
City Pharmacy of Zebulon PC	460 Thomaston Street	Zebulon	Georgia	(770) 567-8844
Clark Drug Company	206 West 6th Street	Waynesboro	Georgia	(706) 558-3400
Claxton Hobbs Pharmacy	131 West Taylor Street	Griffin	Georgia	(770) 227-2428
Clinic Pharmacy	58 Big A Road Suite 101	Toccoa	Georgia	(706) 886-2151
Coastal Drug Company	204 Butler Avenue	Midway	Georgia	(912) 884-9255
Coliseum Park Professional Pharmacy	380 Hospital Drive, Suite 175 A	Macon	Georgia	(478) 745-5431
Colony Discount Drugs	502 South Grant Street	Fitzgerald	Georgia	(229) 423-9801
Colquitt Pharmacy	215 West Main Street	Colquitt	Georgia	(229) 600-0524
CONCORD DRUGS 550	550 PEACHTREE ST. NE. STE 1450	ATLANTA	Georgia	(404) 523-4908
Concord Medical Quarters	5555 Peachtree Dunwoody Road Northeast	Atlanta	Georgia	(404) 252-3607
Concord Pharmacy	3890 Johns Creek Parkway South Suite 160	Suwanee	Georgia	(678) 417-0122
CONCORD PHARMACY 2500	2500 HOSPITAL BLVD STE 300	ROSWELL	Georgia	(770) 664-5428
Concord Pharmacy-Q	575 Professional Drive Suite 170	Lawrenceville	Georgia	(770) 338-0971
Conyers Pharmacy	1179 West Avenue	Conyers	Georgia	(770) 929-1414

Crawford-Breazeale Drug Co	125 North Washington Street	Lincolnton	Georgia	(706) 359-3343
Dennard Drugs	794 2nd Street	Soperton	Georgia	(912) 529-4545
Dogwood Pharmacy	1909 US Highway 82 West Suite 11	Tifton	Georgia	(229) 256-2411
Dogwood Pharmacy	501 North Davis Street	Nashville	Georgia	(229) 316-8200
Dykes Pharmacy	129 North Second Street	Cochran	Georgia	(478) 934-6344
Eastman Drugs	1221 Plaza Avenue, Suite B	Eastman	Georgia	(478) 374-6670
Economy Discount Pharmacy	9881 Commerce Street Suite A	Summerville	Georgia	(706) 808-1100
Express Drugs Savannah Pharmacy	824 East De Renne Avenue	Savannah	Georgia	(912) 777-3230
Express Food & Pharmacy	50 Upper Alabama Street Southwest Suite 92	Atlanta	Georgia	(404) 818-0075
Fairmount Drugs	2688 Highway 411 Southeast	Fairmount	Georgia	(706) 337-5541
Fievet Pharmacy	115 East Robert Toombs Avenue	Washington	Georgia	(706) 678-2260
First Choice Primary Care	400 Poplar Street	MACON	Georgia	(478) 787-4266
Five Points Pharmacy	115 Commercial Heights	Fort Valley	Georgia	(478) 822-0555
Folkston Pharmacy	3885 Main Street	Folkston	Georgia	(912) 496-2044
Forest Heights Pharmacy	4439 Country Club Road	Statesboro	Georgia	(912) 489-7979
Friendly City Pharmacy	1202 US Highway 41 North	Tifton	Georgia	(229) 586-8193
Fulghum Drugs	73 PARK AVE SW	Baxley	Georgia	(912) 367-2488
Georgetown Drug Company	1080 King George Boulevard	Savannah	Georgia	(912) 920-1500
Getwell Pharmacy and Drugs	2579 Lawrenceville Highway Suite A1	Decatur	Georgia	(770) 723-9460
Glenn's Corner Pharmacy	631 East Franklin Street	Sylvester	Georgia	(229) 776-3600
Global Pharmacy	926-B Montreal Road Suite 2	Clarkston	Georgia	(404) 299-8255
Golden Isles Pharmacy	3010 Altama Avenue	Brunswick	Georgia	(912) 266-8140
Graves Pharmacy	770 Pine Street, Suite 100	Macon	Georgia	(478) 745-0476
Habersham Drug	638 Historic Highway 441 Suite A	Demorest	Georgia	(706) 754-4128
Hall Drug Co	90 Court Square	Blakely	Georgia	(229) 723-3441
Haney's Drug Corner	623 Dixie Street	Carrollton	Georgia	(770) 834-3393
Hawkinsville Drug Company	153 Commerce Street	Hawkinsville	Georgia	(478) 783-0555
Health Delivery Pharmacy	1326 Eisenhower Drive Building 1	Savannah	Georgia	(912) 200-9250
Hephzibah Pharmacy	4819 Windsor Spring Road	Hephzibah	Georgia	(706) 592-4646
Hinesville Pharmacy	481 Elma G Miles Parkway	Hinesville	Georgia	(912) 876-8125
Hogan's Pharmacy	2704 North Oak Street Suite B-1	Valdosta	Georgia	(229) 244-5353
Hometown Pharmacy	236 West Clinton Street	Gray	Georgia	(478) 986-4827
IHS Pharmacy #3	13762 Highway 80	Jeffersonville	Georgia	(478) 945-3500

IHS Pharmacy & Gifts	150 South Leroy Street	Metter	Georgia	(912) 685-2803
Jennings Mill Drug Company	1360 Caduceus Way Building 400 Suite 105	Watkinsville	Georgia	(706) 621-5996
Jones Prescription Shop	101 Peachtree Street	Jesup	Georgia	(912) 427-8825
Lacey Drug Company	4797 South Main Street	Acworth	Georgia	(770) 974-3131
Laceys Marietta Pharmacy	790 Church Street, Suite 170	Marietta	Georgia	(770) 424-3131
Lane Drug Co.	19427 Hartford Street	Edison	Georgia	(229) 835-2212
Lily's Pharmacy	11670 Jones Bridge Road Suite E	Johns Creek	Georgia	(678) 964-5459
Live Oak Pharmacy	98 Oakland Avenue East	Camilla	Georgia	(229) 336-2255
Ludowici Drugs	11 West Cypress Street	Ludowici	Georgia	(912) 545-2125
Lula Pharmacy and Foothills Gift Shop	6102 Banks Street	Lula	Georgia	(770) 869-3616
Madden's Pharmacy, Inc.	101 College Avenue	Elberton	Georgia	(706) 283-1701
Maddox Drugs	1330 Big A Road	Toccoa	Georgia	(706) 886-3119
McCaysville Drug Center Inc	131 Blue Ridge Drive	McCaysville	Georgia	(706) 492-4126
Medical Arts Pharmacy Inc	650 North Cobb Street	Milledgeville	Georgia	(478) 452-1222
Medical Center Prescription Shop	710 Medical Center Drive	Eastman	Georgia	(478) 374-5514
Medical Park Pharmacy	2406 Bellevue Road	Dublin	Georgia	(478) 272-8065
Medicine Stop	1544 Watson Boulevard	Warner Robins	Georgia	(478) 922-2067
Medi-Save Pharmacy	800 South Slappey Boulevard	Albany	Georgia	(229) 435-1306
MediThrift Pharmacy	324 West Patton Street	Lafayette	Georgia	(706) 638-3114
Mid-City Pharmacy	196 East Main Street	Canton	Georgia	(770) 479-5533
Midtown Pharmacy	2660 Buena Vista Road Suite A	Columbus	Georgia	(706) 596-8871
Misty's Pharmacy	149 Northwest Broad Street	Jesup	Georgia	(912) 427-3726
Morris Drug Company	646 Main Street North	Pearson	Georgia	(912) 422-3631
Mount Vernon Drug Company	115 West Spring Street	Mount Vernon	Georgia	(912) 616-9922
Moye's Drug Store	162 East Railroad Street South East	Pelham	Georgia	(229) 294-4058
Murrayville Pharmacy	5304 Thompson Bridge Road	Murrayville	Georgia	(770) 534-2245
North Columbus Pharmacy	6490 Veterans Parkway Suite B	Columbus	Georgia	(706) 327-5125
Oakland Pharmacy	125 Carlton Drive	Leesburg	Georgia	(229) 814-8443
OCILLA PHARMACY	121 E 4TH ST	OCILLA	Georgia	(229) 468-5929
Pembroke Pharmacy	137 East Bacon Street	Pembroke	Georgia	(912) 653-2772
Phillips Pharmacy	306 West First Street	Vidalia	Georgia	(912) 537-3049
Poly-Plex Pharmacy Inc	2596 Donald Lee Hollowell Parkway Northwest	Atlanta	Georgia	(404) 799-3315
Pooler Pharmacy	990 Pine Barren Road Suite 102	Pooler	Georgia	(912) 348-4420

Powells Northside Pharmacy	440 Charter Boulevard Suite 1107	Macon	Georgia	(478) 474-6767
Powells Pharmacy	4839 Bloomfield Road	Macon	Georgia	(478) 781-1213
Professional Pharmacy	1100 Burleyson Road	Dalton	Georgia	(706) 278-2490
Rhine Drug Company	119 First Street	Rhine	Georgia	(229) 385-5351
Richmond Hill Pharmacy	2409 US Highway 17	Richmond Hill	Georgia	(912) 756-3331
Riggins Pharmacy	12240 Augusta Road	Lavonia	Georgia	(706) 356-8863
Riverside Pharmacy Inc	935 Green Street	Gainesville	Georgia	(770) 532-6253
Rome Community Pharmacy	501 East 2nd Avenue	Rome	Georgia	(706) 622-2063
Ross Drug	127 North Main Street	Sylvania	Georgia	(912) 564-7002
Rx Drug Center	1205 East Shotwell Street	Bainbridge	Georgia	(229) 246-1000
Sanders Drugs	61 Falls Road	Toccoa	Georgia	(706) 297-0111
Sandersville Drug Co.	528 Sparta Road	Sandersville	Georgia	(478) 552-7333
Sawnee Drug Co	2515 Business Drive	Cumming	Georgia	(770) 889-8900
Scotts Pharmacy	845 Curtis Parkway Southeast	Calhoun	Georgia	(706) 625-8311
Smith's Pharmacy	141 Eighth St.	McRae Helena	Georgia	(229) 868-2580
South East Pharmacy	400 Parker Avenue North Suite 500A	Brooklet	Georgia	(912) 842-2040
Southern Drug Co - Jesup	110 Allison Street	Jesup	Georgia	(912) 559-2961
SOUTHERN DRUG CO-DARIEN	1001 North Way	Darien	Georgia	(912) 437-6353
Southern Drug Company	4075 East First Street	Blue Ridge	Georgia	(706) 632-4448
St Simons Drug Company	209 Longview Plaza	St Simons Is	Georgia	(912) 638-8676
SWAN PHARMACY INC	48 North Main Street	Wadley	Georgia	(478) 252-5252
Tallapoosa Drug	2066 US HIGHWAY 78	Tallapoosa	Georgia	(770) 574-2339
The Medicine Cabinet of Ocilla	615 North Irwin Avenue	Ocilla	Georgia	(229) 468-9868
Thrifty Mac Discount Drug	218 South Main Street	Madison	Georgia	(706) 342-4141
Tomlinson Pharmacy	108 Rowe Street	Dublin	Georgia	(478) 272-7722
Towne Pharmacy	6014 Highway 21 South Suite P	Rincon	Georgia	(912) 826-0250
Trumarx Drugs	501 Gordon Avenue	Thomasville	Georgia	(229) 226-8700
Twin City Drug Co	507 South Railroad Avenue	Twin City	Georgia	(478) 763-2151
Unadilla Drug Company	413 2nd Street	Unadilla	Georgia	(478) 627-3041
Valurite Discount Pharmacy	1006 Professional Boulevard	Dalton	Georgia	(706) 217-2700
Villa Rica Drugs	222 West Wilson Street	Villa Rica	Georgia	(770) 456-4663
Walker Pharmacy & Gifts Inc	2425 Northside Drive West	Statesboro	Georgia	(912) 764-6175
Walker Pharmacy Market District	1198 Merchants Way	Statesboro	Georgia	(912) 681-3784



Wauka Mountain Pharmacy	5233 Cleveland Highway	Clermont	Georgia	(770) 983-9556
Waycross Family Pharmacy	1303 Tebeau Street	Waycross	Georgia	(912) 548-0511
Wayne Drug Co	192 North First Street	Jesup	Georgia	(912) 427-4288
West End Pharmacy	824 West Avenue	Cartersville	Georgia	(770) 606-0697
WOODBINE PHARMACY	908 GEORGIA AVE	WOODBINE	Georgia	(912) 576-6998
Wyatt's Pharmacy	10671 Veterans Memorial Highway	Lithia Springs	Georgia	(770) 948-8825
Young Brothers Pharmacy	2 West Main Street	Cartersville	Georgia	(770) 382-4010
Express Med Pharmacy	136 Kayen Chando	Dededo	Guam	(671) 632-8100
Express Med Pharmacy 2 Mangilao	263 Vietnam Veteran's Highway	Mangilao	Guam	(671) 648-3972
Guam Rexall Drugs	646 South Marine Drive	Tamuning	Guam	(671) 646-4827
ITC Pharmacy I	1757 Army Drive Suite 107 Guam Business Center	Dededo	Guam	(671) 646-6395
Mega Drug	255 Farenholt Avenue	Tamuning	Guam	(671) 646-5355
Mega Drug II	330 West Marine Corps Drive	Dededo	Guam	(671) 632-3385
MINUTES RX PHARMACY	The Village Ste 104 Rte 4	SINAJANA	Guam	(671) 472-4780
Perezville Pharmacy	851 Gov Carlos Camacho Road	Barrigada	Guam	(671) 649-9400
Sagan Amot Pharmacy	875 N. Rt. 2 Suite A-106 Point Commercial Center	Agat	Guam	(671) 565-3043
5 Minute Pharmacy	94-216 Farrington Highway, Suite B1-102	Waipahu	Hawaii	(808) 677-5550
5 Minute Pharmacy Ala Moana	725 Kapiolani Boulevard Suite C111	Honolulu	Hawaii	(808) 797-2905
5 Minute Pharmacy Pearl City	98-1247 Kaahumanu Street Suite 220	Aiea	Hawaii	(808) 468-4655
Aiea Medical Pharmacy	99-128 Aiea Heights Drive Suite 103	Aiea	Hawaii	(808) 840-5681
Don Quijote Drugs	801 Kaheka Street	Honolulu	Hawaii	(808) 973-6661
Don Quijote Drugs	94-144 Farrington Highway	Waipahu	Hawaii	(808) 678-6831
Elix Rx	1090 Keolu Drive Suite 112/113	Kailua	Hawaii	(808) 260-9894
KTA Kamuela Pharmacy	65-1158 Mamalahoa Highway	Kamuela	Hawaii	(808) 885-0033
KTA Keauhou Pharmacy	78-6831 Alii Drive	Kailua-Kona	Hawaii	(808) 322-2511
KTA Puainako Pharmacy	50 East Puainako Street	Hilo	Hawaii	(808) 959-8700
KTA Waikoloa Village Pharmacy	68-3916 Paniolo Avenue	Waikoloa	Hawaii	(808) 883-8434
Maui Clinic Pharmacy	53 Puunene Avenue	Kahului	Hawaii	(808) 877-6222
Mauliola Pharmacy	95 Mahalani Street, Room 10	Wailuku	Hawaii	(808) 446-3348
Medipharm Pharmacy	891 Ululani Street Suite 113	Hilo	Hawaii	(808) 969-9163

Medipharm Pharmacy	875 Waimanu Street, Suite 600	Honolulu	Hawaii	(808) 591-6077
Medipharm Pharmacy	1188 Bishop Street, Suite 802	Honolulu	Hawaii	(808) 523-7088
Newtown Square Pharmacy INC	98-1247 Kaahumanu, Suite 110	Aiea	Hawaii	(808) 488-5458
Pharmacare #3	888 South King Street, Suite 100	Honolulu	Hawaii	(808) 840-5640
Pharmacare #5	98-1079 Moanalua Road, Suite 150	Aiea	Hawaii	(808) 840-5660
Pharmacare #6	1319 Punahou Street Tower, Suite 100	Honolulu	Hawaii	(808) 840-5670
Rainbow Pharmacy	431 Seventh Street	Lanai City	Hawaii	(808) 565-9332
Times Pharmacy #1	1772 South King Street	Honolulu	Hawaii	(808) 973-5851
Times Pharmacy #10	47 388 Hui Iwa Street	Kaneohe	Hawaii	(808) 239-3204
Times Pharmacy #11	1425 Liliha Street	Honolulu	Hawaii	(808) 522-5078
Times Pharmacy #12	98 1264 Kaahumanu Street	Pearl City	Hawaii	(808) 483-3078
Times Pharmacy #18	94 615 Kupuohi Street	Waipahu	Hawaii	(808) 677-5999
Times Pharmacy #2	1173 21st Avenue	Honolulu	Hawaii	(808) 733-2031
Times Pharmacy #24	3350 Lower Honoapilani Road	Lahaina	Hawaii	(808) 661-8008
Times Pharmacy #25	1620 North School Street	Honolulu	Hawaii	(808) 853-2268
Times Pharmacy #3	590 Kailua Road	Kailua	Hawaii	(808) 266-2702
Times Pharmacy #4	45 934 Kamehameha Highway	Kaneohe	Hawaii	(808) 233-4601
Times Pharmacy #6	94 766 Farrington Highway	Waipahu	Hawaii	(808) 677-1513
Times Pharmacy #8	1290 South Beretania Street	Honolulu	Hawaii	(808) 522-5071
Times Pharmacy #9	99 115 Aiea Heights Drive	Aiea	Hawaii	(808) 483-3071
CLEARWATER CANYON PHARMACY	13020 US HIGHWAY 12	OROFINO	Idaho	(208) 476-0110
Hells Canyon Pharmacy	523 Thain Road	Lewiston	Idaho	(208) 743-5515
Jacks Pharmacy Inc	103 East College Avenue	St Maries	Idaho	(208) 245-4578
London Drug	6th South Main	Grace	Idaho	(208) 425-3766
Maag Prescription and Medical Supply	333 West Center Street	Pocatello	Idaho	(208) 233-2063
Medicine Man Athol Pharmacy	30585 North Roberts Road	Athol	Idaho	(208) 683-1309
Medicine Man Bonners Ferry Pharmacy	6452 Main Street	Bonners Ferry	Idaho	(208) 267-4021
Medicine Man Hayden Pharmacy	240 West Hayden Avenue	Hayden	Idaho	(208) 772-3311
Medicine Man North Pharmacy	305 West Kathleen Avenue	Coeur D' Alene	Idaho	(208) 765-2268
Medicine Man Prairie Pharmacy	8093 Cornerstone Drive	Hayden	Idaho	(208) 762-9355
Medicine Man Rathdrum Pharmacy	15837 North Westwood Drive	Rathdrum	Idaho	(208) 687-5717

Medicine Man Southwest Pharmacy	805 East Polston Avenue	Post Falls	Idaho	(208) 777-7732
Medicine Man West Pharmacy	802 East Medical Court	Post Falls	Idaho	(208) 773-3566
Mike's Pharmacy	180 South Holmes Avenue	Idaho Falls	Idaho	(208) 525-8700
Rocky Mountain Pharmacy llc	3910 Washington Parkway Suite A	Idaho Falls	Idaho	(208) 528-9658
Sav Mor Drug	139 Main Avenue West	Twin Falls	Idaho	(208) 733-8323
The Prescription Pad	1620 N Whitley Dr	Fruitland	Idaho	(208) 452-7075
Valley Apothecary	201 North Washington Avenue	Ketchum	Idaho	(208) 726-2679
Vic's Family Pharmacy	118 South Midland Boulevard	Nampa	Idaho	(208) 442-1000
Vic's Family Pharmacy	1513 12th Avenue Road	Nampa	Idaho	(208) 465-7000
Alwan Pharmacy and Compounding Center	311 North Western Avenue	Peoria	Illinois	(309) 676-6333
Alwood Pharmacy	211 South 1st Street	Alpha	Illinois	(309) 629-4506
Armitage Pharmacy, Inc.	3650 West Armitage Avenue Suite 100	Chicago	Illinois	(773) 486-8800
Benivex Pharmacy	370 West Indian Trail	Aurora	Illinois	(630) 800-1636
Community Pharmacy of Chicago Ridge	9830 South Ridgeland	Chicago Ridge	Illinois	(708) 229-2100
Crescent Pharmacy	7261 West 87th Street	Bridgeview	Illinois	(708) 598-0505
Curry's Family Pharmacy	1275 North 7th Street	Riverton	Illinois	(217) 629-7001
Dick's Pharmacy	122 S. Walnut St	Arthur	Illinois	(217) 543-2913
Dundee Pharmacy	2750 Dundee Road, Suite 9	Northbrook	Illinois	(847) 480-1000
Elm Plaza Pharmacy	908 North Elm Street, Suite 100	Hinsdale	Illinois	(630) 455-4377
Evergreen Park Pharmacy	2850 West 95th Street, Suite 100	Evergreen Park	Illinois	(708) 423-4700
Hudson Drug Shop	108 North Market Street	Paxton	Illinois	(217) 379-4858
Illini Clinic Pharmacy	855 Illini Drive, Suite 200	Silvis	Illinois	(309) 792-7002
Joliet Professional Pharmacy	209 Springfield Ave	Joliet	Illinois	(815) 725-9314
Kremer Pharmacy	206A North Pearl Street	Teutopolis	Illinois	(217) 857-3000
Mexicare Pharmacy	3200 West 26th Street	Chicago	Illinois	(773) 890-1800
Moreland & Devitt Inc	124 North Congress Street	Rushville	Illinois	(217) 322-3335
Moreland & Devitt Pharmacy	201 South State Street	Beardstown	Illinois	(217) 909-4333
Morton Alwan Pharmacy	419 Maxine Drive	Morton	Illinois	(309) 291-0180
Oakwood Apothecary	17 N HAMILTON ST	SULLIVAN	Illinois	(217) 728-2760
Orion Family Pharmacy LLC	201 11th Avenue	Orion	Illinois	(309) 526-8008
Pearman Pharmacy	116 West Court Street	Paris	Illinois	(217) 465-8455
Plum Street Pharmacy	311 Plum Street	Carmi	Illinois	(618) 382-8400
Polyclinic Pharmacy Inc	707 North Logan Avenue	Danville	Illinois	(217) 446-3784

Prescriptions Plus LTD	753 True Value Drive	Lebanon	Illinois	(618) 537-6202
Princeville Pharmacy	206 East Main	Princeville	Illinois	(309) 385-4955
Scotts Family Pharmacy	220 North Sangamon Avenue	Gibson City	Illinois	(217) 784-8241
Sears Pharmacy	1003 Madison Street	Oak Park	Illinois	(708) 386-6304
St. Jude Pharmacy	301 Madison Street Suite 114	Joliet	Illinois	(815) 900-9000
Tablets Pharmacy Inc	9603 S Pulaski Rd	Evergreen Park	Illinois	(815) 666-1113
The Brown Drug Company	1121 Maine Street	Quincy	Illinois	(217) 228-6400
Tinley Park Pharmacy	18210 South Lagrange Road Suite 101	Tinley Park	Illinois	(708) 995-7290
Victory Pharmacy	1837 River Oaks Drive	Calumet City	Illinois	(708) 801-9626
Vorac Pharmacy	114 S State Street	Geneseo	Illinois	(309) 944-2166
Wear Drug	408 Walnut Street	Carthage	Illinois	(217) 357-9327
Wellcreek Pharmacy - Bethalto	333 West Bethalto Drive Suite B	Bethalto	Illinois	(618) 377-5356
WellCreek Pharmacy-Charleston	1 West Lincoln Avenue	Charleston	Illinois	(217) 512-2816
Xpress Pharmacy	6700 West 95th Street Suite 150	Oak Lawn	Illinois	(708) 598-5000
Cloverdale Drugs	900 North Main Street	Cloverdale	Indiana	(765) 795-4100
Cowan Drugs	112 North Lebanon Street	Lebanon	Indiana	(765) 482-0180
Deville's Rising Sun Pharmacy	223 Main Street	Rising Sun	Indiana	(812) 438-3400
Dillsboro Drug Store	12836 North Street	Dillsboro	Indiana	(812) 432-5684
George's Family Pharmacy	326 South Washington Street Suite 22	Versailles	Indiana	(812) 689-0200
George's Family Pharmacy	124 West Indian Trail Suite C	Milan	Indiana	(812) 654-6251
George's Family Pharmacy	480 Main Street	Brookville	Indiana	(765) 647-6251
George's Family Pharmacy	308 North Meridian Street	Sunman	Indiana	(812) 623-6251
George's Family Pharmacy	24128 State Line Road	Lawrenceburg	Indiana	(812) 637-6251
George's Family Pharmacy, Inc.	1198 State Road 46 East	Batesville	Indiana	(812) 932-6251
George's Family Pharmacy, Inc.	330 East 5th Street	Connersville	Indiana	(765) 825-6251
George's Pharmacy East Side	5317 East 16th Street	Indianapolis	Indiana	(317) 359-8278
JR Pharmacy	2902 Poplar Street	Terre Haute	Indiana	(812) 478-1006
JR Pharmacy LLC 2	15 Southland Shopping Center	Terre Haute	Indiana	(812) 232-6655
JR Pharmacy Poplar LLC	1101 Poplar Street	Terre Haute	Indiana	(812) 235-7373
JR Pharmacy Rockville LLC 4	1330 North Lincoln Road	Rockville	Indiana	(765) 569-6900

Mathes Pharmacy	1621 Charlestown Road	New Albany	Indiana	(812) 944-3612
Medicine Plus	2412 West 16th Street	Bedford	Indiana	(812) 275-3383
MedWorks Pharmacy	1412 Miller Avenue	Shelbyville	Indiana	(317) 421-2020
Paul's Pharmacy	2345 West Franklin Street	Evansville	Indiana	(812) 425-4364
Paul's Pharmacy East	1150 South Green River Road	Evansville	Indiana	(812) 962-3500
Pharmacy 1 Express	730 West 2nd Street	Bloomington	Indiana	(812) 331-7979
Rushville Pharmacy	302 North Main Street	Rushville	Indiana	(765) 932-3328
Seifert Drug	230 South Main Street	Elkhart	Indiana	(574) 295-4333
Seifert Drug #2	100 N Elkhart St	Wakarusa	Indiana	(574) 862-1454
Topeka Pharmacy	101 North Main Street	Topeka	Indiana	(260) 593-2252
Webb's Family Pharmacy	724 Main Street	Rochester	Indiana	(574) 223-2216
Westmoreland Pharmacy	1945 STATE ST	New Albany	Indiana	(812) 944-6500
Westmoreland Pharmacy Jeffersonville	1495 East 10th Street	Jeffersonville	Indiana	(812) 284-6500
Westmoreland Pharmacy Sellersburg	7600 Highway 60 Suite 400	Sellersburg	Indiana	(812) 461-0025
Brehme Drug Inc	220 East Main Street	Manchester	Iowa	(563) 927-3509
Carroll Apothecary Inc	425 W US Highway 30 # 140	Carroll	Iowa	(712) 792-2671
Cherokee Main Street Pharmacy	218 East Main Street	Cherokee	Iowa	(712) 225-2320
Clarks Pharmacy	1946 42nd Street NE	Cedar Rapids	Iowa	(319) 393-3210
Clinic Pharmacy	1115 South Marshall Street	Boone	Iowa	(515) 432-7123
Corner Pharmacy	504 Rocksylvania	Iowa Falls	Iowa	(641) 648-5550
Donlon Pharmacy	201 West Water Street	Decorah	Iowa	(563) 382-3929
Eagle Grove Pharmacy	311 W. Broadway St	Eagle Grove	Iowa	(515) 448-3814
Elizabeth's Pharmacy on Main	52 Main Avenue North	Britt	Iowa	(641) 843-3885
Fay Pharmacy	400 Audubon Street	Adair	Iowa	(641) 742-3440
Fontanelle Drug	401 Washington Street	Fontanelle	Iowa	(641) 745-3221
Holstein Community Pharmacy	108 North Main Street	Holstein	Iowa	(712) 368-0010
Koerner-Whipple Pharmacy	104 First Street Northwest	Hampton	Iowa	(641) 456-2510
Larry's Pharmacy	1310 10th Ave North	Humboldt	Iowa	(515) 332-1627
Mahaska Drug, Inc	205 North E Street	Oskaloosa	Iowa	(641) 673-3439
Main Street Drug Inc.	204 North Main Street	Charles City	Iowa	(641) 228-3519
Medical Associates Pharmacy	120 South Story Street	Boone	Iowa	(515) 432-3460
Mercy Family Pharmacy - Greene	104 East Traer Street	Greene	Iowa	(641) 816-3013
Mercy Family Pharmacy-Clear Lake	1410 6th Avenue South Suite 200	Clear Lake	Iowa	(641) 231-8900
MercyOne FOREST PARK PHARMACY	1010 4th Street Southwest Suite 110	Mason City	Iowa	(641) 428-6100

MercyOne Regency Pharmacy	621 South Illinois Avenue Suite 101	Mason City	Iowa	(641) 428-6940
MercyOne Sheffield Pharmacy	115 Gilman	Sheffield	Iowa	(641) 892-4640
MercyOne Westside Pharmacy	910 North Eisenhower Avenue	Mason City	Iowa	(641) 428-5630
Meyer Pharmacy	110 10th Street Southwest	Waverly	Iowa	(319) 352-3120
One to One Pharmacy	214 5th Street	Kalona	Iowa	(319) 656-3134
Sergeant Bluff Pharmacy	105 Gaul Drive Suite A	Sergeant Bluff	Iowa	(712) 943-1494
Smart Pharmacy #22	616 North 8th Street	Osage	Iowa	(641) 732-5806
South Side Drug	337 Church Street	Ottumwa	Iowa	(641) 682-3467
Tammys Pharmacy Inc	930 Highway 18 West	Garner	Iowa	(641) 923-2649
Taylor Pharmacy	122-124 North 16th Street	Clarinda	Iowa	(712) 542-3522
Valley Drug Store	318 East Erie Street	Missouri Valley	Iowa	(712) 642-2747
Ashley Clinic Pharmacy	505 South Plummer	Chanute	Kansas	(620) 431-2510
B & C Drug Company	702 12TH Street	Belleville	Kansas	(785) 527-2146
Bachman Drug	129 South Fowler	Meade	Kansas	(620) 873-2641
Barrys Drug Center	414 Poyntz Avenue	Manhattan	Kansas	(785) 776-8833
Clark Pharmacy	104 South Main Street	Cimarron	Kansas	(620) 855-2242
Dixon Drug	422 Broadway	Tribune	Kansas	(620) 376-4224
Dixon Drug - Wallace County	107 West 2nd Street	Sharon Springs	Kansas	(785) 852-4219
Doug's Pharmacy	430 Main Street	Rossville	Kansas	(785) 584-6722
Dunnes Pharmacy	2429 Claflin Road	Manhattan	Kansas	(785) 539-2345
Fredonia Pharmacy	628 Madison Street	Fredonia	Kansas	(620) 378-4422
Funk Pharmacy	1020 Elmhurst	Concordia	Kansas	(785) 243-4414
Gibson's Pharmacy	2401 Central Avenue	Dodge City	Kansas	(620) 227-8193
Grant County Drug	219 North Main Street	Ulysses	Kansas	(620) 356-1446
Haag Pharmacy	1400 West 12th Avenue	Emporia	Kansas	(620) 342-1242
Hamilton County Drug	302 East Avenue A	Syracuse	Kansas	(620) 384-7424
HORTON PHARMACY	1903 EUCLID AVE	HORTON	Kansas	(785) 486-3651
Humboldt Pharmacy	204 South Ninth Street	Humboldt	Kansas	(620) 473-2520
Iola Pharmacy	109 East Madison	Iola	Kansas	(620) 365-3176
Kellstrom Pharmacy	1860 Claflin Road	Manhattan	Kansas	(785) 776-1200
Ken's Sunflower Pharmacy	7222 West 80th Street	Overland Park	Kansas	(913) 341-7244
KEX RX	807 MAIN ST.	ATCHISON	Kansas	9133675252
KEX RX	101 SO. 6TH ST.	HIAWATHA	Kansas	7857422125
Kramer Pharmacy	134 S Main Street	Ottawa	Kansas	(785) 242-2055
Moffet Drug	102 South State	Norton	Kansas	(785) 877-2721
Palace Drug Store	460 North Franklin Avenue	Colby	Kansas	(785) 460-7507
Rauch Med Econ Pharmacy	1205 West 8th Street	Coffeyville	Kansas	(620) 251-3533
Silver Creek Pharmacy & Gifts	945 Market Street	La Cygne	Kansas	(913) 757-4744

St Marys Pharmacy	520 West Bertrand Avenue	Saint Marys	Kansas	(785) 437-2967
Stark Professional Pharmacy	5701 West 119th Street Suite 125	Overland Park	Kansas	(913) 345-3800
Stockton Pharmacy	402 Main Street	Stockton	Kansas	(785) 425-7172
Taylor Drug	201 South Summit Street	Arkansas City	Kansas	(620) 442-3500
The Downtown Drug Store	516 East 4th Street	Tonganoxie	Kansas	(913) 369-3800
The Medicine Store	760 Northstar Court	Tonganoxie	Kansas	(913) 369-2100
The Medicine Store	15415 Pinehurst Drive	Basehor	Kansas	(913) 724-3666
Wamego Drug Store	501 Lincoln Avenue	Wamego	Kansas	(785) 456-9292
Ward Drug	142 South Penn Avenue	Oberlin	Kansas	(785) 475-2285
Adair Drug	510 Burkesville Street Suite 1	Columbia	Kentucky	(270) 384-9999
Benton Pharmacy	2606 Main Street	Benton	Kentucky	(270) 527-1409
Berea Drug	402 Richmond Road Suite A	Berea	Kentucky	(859) 986-4521
Betsy Layne Pharmacy Inc	11105 US Highway 23 South	Betsy Layne	Kentucky	(606) 478-9474
Blanks Pharmacy	272 Pike Street	Covington	Kentucky	(859) 261-1313
Boggs Pharmacy	9500 Highway 805	Jenkins	Kentucky	(606) 832-2121
Bowling Family Pharmacy	315 Hospital Drive Suite 6	Barbourville	Kentucky	(606) 546-2210
Burgess Drug Store Inc # 3	2157 South Highway 27	Stearns	Kentucky	(606) 376-9662
Burgess Drug Store Inc #4	1 South Creek Drive Suite 122	Monticello	Kentucky	(606) 348-0016
Burgess Drug Store Inc. #2	19 Medical Loop Suite 2	Whitley City	Kentucky	(606) 376-5043
Calvert City Pharmacy	906 E. 5th Ave.	Calvert City	Kentucky	(270) 395-4350
Care More Pharmacy	151 Dorton-Jenkins Highway	Dorton	Kentucky	(606) 639-2273
Carpenter-Dent Drugs	1088 Veterans Memorial Highway	Scottsville	Kentucky	(270) 237-4446
CDS #10 Pharmacy	1308 Ashley Circle	Bowling Green	Kentucky	(270) 781-5661
Citizens Drugs	13380 Phelps 632 Road	Phelps	Kentucky	(606) 456-3446
Clark Drugs	500 Main Street	Munfordville	Kentucky	(270) 524-3669
Clays Pharmacy	3513 Court Street	Catlettsburg	Kentucky	(606) 865-2025
Clinic Pharmacy	203 North 2nd Street	Central City	Kentucky	(270) 754-4300
Clinic Pharmacy	1210 KY Highway 36 East Suite G6	Cynthiana	Kentucky	(859) 234-2777
Columbia Pharmacy	803 Burkesville Street	Columbia	Kentucky	(270) 384-2118
Commonwealth Pharmacy	5425 North Mayo Trail, Suite 102	Pikeville	Kentucky	(606) 437-0701
Complete Care Pharmacy	572 Morton Boulevard	Hazard	Kentucky	(606) 487-1910
Cull Family Pharmacy	965 Highway 127 North	Owenton	Kentucky	(502) 484-3046
Cynthiana Hometown Pharmacy	1134 US Highway 27 South	Cynthiana	Kentucky	(859) 234-5600
Davis Drugs	250 Lone Oak Road	Paducah	Kentucky	(270) 443-1442
Davis Drugs Lone Oak	2855 Lone Oak Road	Paducah	Kentucky	(270) 554-5099

Draffenville Pharmacy	153 US Highway 68 East	Benton	Kentucky	(270) 527-1404
Eastridge-Phelps Pharmacy Campbellsville	500 N BYPASS RD	Campbellsville	Kentucky	(270) 789-0577
Eastridge-Phelps Pharmacy Greensburg	460 Commerce Dr	Greensburg	Kentucky	(270) 299-2333
Economy Drug Company Inc	180 Town Mountain Road Suite 115	Pikeville	Kentucky	(606) 437-7333
Elkhorn Drug	105 East Elkhorn Street	Elkhorn City	Kentucky	(606) 754-0221
Ely Drug of Bowling Green	4863 Scottsville Road	Bowling Green	Kentucky	(270) 467-5225
Ely Drugs	415 Happy Valley Road	Glasgow	Kentucky	(270) 651-8359
Faith Pharmacy	140 Adams Lane, Suite 500	Pikeville	Kentucky	(606) 509-6337
Family Drug Center	284 Town Mountain Road	Pikeville	Kentucky	(606) 432-5588
Family Pharmacy	412 Central Avenue	South Williamson	Kentucky	(606) 237-7430
Family Pharmacy of Jackson	265 KY Hwy 15 South, Suite 2	Jackson	Kentucky	(606) 666-5519
Frazier's Prater Drug	49 S. Church Street	Salyersville	Kentucky	(606) 349-3135
G & O Pharmacy	2338 Broadway	Paducah	Kentucky	(270) 442-3571
Gibsons Discount Pharmacy	715 East Broadway	Mayfield	Kentucky	(270) 247-7300
Gibson's Pharmacy	1206 Paris Road	Mayfield	Kentucky	(270) 247-1055
Glenn's Apothecary	520 West Gum Street	Marion	Kentucky	(270) 965-4101
Glenn's Prescription Center	119 East Main Street	Salem	Kentucky	(270) 988-3226
Good Neighbor Pharmacy, Danville	60 Cassady Avenue, Suite 3	Danville	Kentucky	(859) 936-1222
Green River Pharmacy	50 DILLON ST	Liberty	Kentucky	(606) 787-2100
Greenville Pharmacy	117 North Main Street	Greenville	Kentucky	(270) 338-3800
H & N Drug Inc	515 Memorial Drive Suite 2	Manchester	Kentucky	(606) 598-5025
HCA Pharmacy & Medical Equipment	1113 West Lexington Avenue	Winchester	Kentucky	(859) 745-4445
Health First Pharmacy	111 South Main Street	Greensburg	Kentucky	(270) 299-2467
Highland Pharmacy	301 Rogers Road	Glasgow	Kentucky	(270) 629-4300
Hometown Pharmacy of Jackson	95 Jackson Heights	Jackson	Kentucky	(606) 666-5500
Irvine Health Care Pharmacy	1325 Richmond Road	Irvine	Kentucky	(606) 723-5446
Jamestown Pharmacy	1417 North Main Street, Suite A	Jamestown	Kentucky	(270) 343-4443
Jay's Pharmacy Inc	400 South Highway 27	Somerset	Kentucky	(606) 678-2784
Jeff's Prescription Shop	2415 Ring Road	Elizabethtown	Kentucky	(270) 765-2157
Kimper Pharmacy	9711 State Highway 194 East	Kimper	Kentucky	(606) 631-3327
King Drug and Home Care	1156 Carter Road	Owensboro	Kentucky	(270) 298-0259
Knight's Pharmacy	191 Glades Road	Berea	Kentucky	(859) 986-0500



Lewis County Primary Care Center	211 Kentucky 59	Vanceburg	Kentucky	(606) 796-2686
Lincoln Parkway Pharmacy	117 Lincoln Drive	Hodgenville	Kentucky	(270) 358-2117
Lone Oak Pharmacy	3535 Lone Oak Road	Paducah	Kentucky	(270) 554-7944
Madison Drug	110 Big Hill Avenue	Richmond	Kentucky	(859) 624-1565
Maysville OB/GYN Family Health Center Pharmacy	927 Kenton Station Drive	Maysville	Kentucky	(606) 759-1189
McDonald Pharmacy	437 James Hannah Drive	South Shore	Kentucky	(606) 932-3614
Med Express Pharmacy	212 South Mayo Trail	Paintsville	Kentucky	(606) 789-1444
Medical Arts Pharmacy	300 South 8th Street	Murray	Kentucky	(270) 753-2011
Medical Center Pharmacy	1010 Medical Center Drive	Powderly	Kentucky	(270) 338-9993
Metcalfe Drugs	115 East Stockton Street	Edmonton	Kentucky	(270) 432-3051
Midtown Pharmacy Express	500 North Main Street	Beaver Dam	Kentucky	(270) 274-9224
Nation's Medicines	3000 Alvey Park Drive West	Owensboro	Kentucky	(270) 926-4080
Nova Pharmacy	1330 South Mayo Trail Suite 102	Pikeville	Kentucky	(606) 432-2274
Optimum Wellness Center	716 Broadway Street	Paintsville	Kentucky	(606) 220-2553
Paducah Pharmacy	225 Medical Center Drive, Suite 100	Paducah	Kentucky	(270) 441-4390
Parkland Drugs	209 North Dixie Highway	Cave City	Kentucky	(270) 773-3152
Parkway Pharmacy	186 Breanna Blvd, Suite 400	Salyersville	Kentucky	(606) 349-4400
Pharmacy Arts	31 Burnley Road	Scottsville	Kentucky	(270) 618-4444
Pharmacy Express	415 South L. Rogers Wells Boulevard	Glasgow	Kentucky	(270) 651-7948
Pikeville Medical Center Outpatient Pharmacy	911 Bypass Road	Pikeville	Kentucky	(606) 218-3576
Professional Care Pharmacy	207 Plummers Lane Ste A	Vanceburg	Kentucky	(606) 796-6100
Professional Pharmacy	419 Town Mountain Road Suite 101	Pikeville	Kentucky	(606) 432-0196
Professional Pharmacy of Somerset	342 Bogle Street	Somerset	Kentucky	(606) 679-1169
Reidland Pharmacy	5433 Reidland Road	Paducah	Kentucky	(270) 898-7313
Rite Value Pharmacy	2673 Highway 644	Louisa	Kentucky	(606) 638-9627
Rite-Value Pharmacy	94 Board Walk Suite 2	Inez	Kentucky	(606) 298-2080
Russell Springs Pharmacy	92 Joe T. Petty Drive, Suite 100	Russell Springs	Kentucky	(270) 866-2778
Save Discount Drugs	716 Madison Avenue	Covington	Kentucky	(859) 431-2857
Shelbyville Pharmacy	182 Frankfort Road	Shelbyville	Kentucky	(502) 437-3008
Smithland Drugs	203 East Adair Street	Smithland	Kentucky	(270) 928-2161
St. Matthews Community Pharmacy	3922 Willis Avenue	Louisville	Kentucky	(502) 690-4462

Stovalls Prescription Shop	202 South Court Street	Scottsville	Kentucky	(270) 237-5402
Strawberry Hills Pharmacy	2670 New Holt Road Suite D	Paducah	Kentucky	(270) 444-7070
Strawberry Hills Pharmacy South Side	3837 Clarks River Road	Paducah	Kentucky	(270) 408-3784
T&T Drugs INC	1331 Clay Street	Henderson	Kentucky	(270) 827-3503
Taylor Pharmacy	109 Fairgrounds Road	Hardinsburg	Kentucky	(270) 756-5222
The Prescription Pad	465 Keene Centre Drive	Nicholasville	Kentucky	(859) 887-2841
Thompson's Pharmacy	1064 North College Street	Harrodsburg	Kentucky	(859) 734-3004
Thrifty Pharmacy	127 East Main Street	Providence	Kentucky	(270) 667-2049
Tompkinsville Drug Company	1513 Edmonton RD	Tompkinsville	Kentucky	(270) 487-6155
Total Care Pharmacy #1	209 South Main Cross Street	Flemingsburg	Kentucky	(606) 845-2101
Total Care Pharmacy #2	118 Clark Street	Flemingsburg	Kentucky	(606) 845-3421
Total Care Pharmacy #3	40 Broadway	Dry Ridge	Kentucky	(859) 823-0200
Total Care Pharmacy #4	700 Violet Road	Crittenden	Kentucky	(859) 428-0900
Total Care Pharmacy #5	1100 West Shelby Street	Falmouth	Kentucky	(859) 654-3232
Total Care Pharmacy #7	206 West Main Street	Morehead	Kentucky	(606) 784-4491
Total Pharmacy Care	533 Hambley Boulevard	Pikeville	Kentucky	(606) 433-0555
Total Pharmacy Care #3	420 NORTH LAKE DRIVE	PRESTONSBURG	Kentucky	(606) 889-8570
Total Pharmacy Care #4	263 KY ROUTE 122	Martin	Kentucky	(606) 949-1555
Total Pharmacy Care of Belfry	20 State Highway 319	Belfry	Kentucky	(606) 237-0555
Town and Country Pharmacy	742A East Main Street	Glasgow	Kentucky	(270) 629-4633
Versailles Independent Pharmacy	166 Frankfort Street	Versailles	Kentucky	(859) 879-0199
Walter's Family Pharmacy	604 South 12th Street	Murray	Kentucky	(270) 753-7688
Weathers Drugs	44 Public Square	Elkton	Kentucky	(270) 265-2155
West Knox Pharmacy, LLC	14161 North US Highway 25 East	Corbin	Kentucky	(606) 258-1111
Yates Pharmacy LLC	432 Hopkinsville Road	Russellville	Kentucky	(270) 726-8451
Ackal's Community Pharmacy	814 Fortune Road, Suite 109	Youngsville	Louisiana	(337) 857-5082
Assumption Pharmacy	120 Washington Street	Napoleonville	Louisiana	(985) 369-6375
Baldwin Drugs	702 Main	Baldwin	Louisiana	(337) 923-4682
Beene's Drug Store	402 East Darrow Street	Tallulah	Louisiana	(318) 574-1351
Bocage Pharmacy Centre	7150 Jefferson Highway Suite 680	Baton Rouge	Louisiana	(225) 364-2847
Book's Pharmacy	1158 Logan Sewell Drive	Vidalia	Louisiana	(318) 414-2616
Boyer's Thrift Pharmacy	1423 Henderson Highway	Henderson	Louisiana	(337) 228-2064
Brinkhaus Thrifty Way Pharmacy	127 Acorn Drive	Sunset	Louisiana	(337) 662-5236
Carl's Thrifty Way Pharmacy	2961 South Union Street	Opelousas	Louisiana	(337) 948-7900

Cassidy's Pharmacy	710 North Main Street	Jennings	Louisiana	(337) 824-1648
Chris' Pharmacy and Gifts	18525 Highway 22	Maurepas	Louisiana	(225) 698-6000
City Pharmacy and Home Medical	1411 Main Street	Jeanerette	Louisiana	(337) 276-4249
Community Pharmacy LLC	2123 Forsythe Avenue	Monroe	Louisiana	(318) 398-2100
Community Pharmacy of Sterlington	200 Scott Drive	Sterlington	Louisiana	(318) 667-0197
Community Pharmacy of Winnsboro	3326 Front Street Suite D	Winnsboro	Louisiana	(318) 435-9681
Cottonport Corner Drug	206 Choupique Lane	Cottonport	Louisiana	(318) 876-2407
D and L Family Pharmacy	3810 Ambassador Caffery Parkway Suite 210	Lafayette	Louisiana	(337) 981-8844
Delcambre Pharmacy	510 Highway 14 West	Delcambre	Louisiana	(337) 685-6851
Don's Pharmasave	134 Rue Medecine	Marksville	Louisiana	(318) 253-8747
Drug Emporium # 210	5819 East Kings Highway	Shreveport	Louisiana	(318) 861-7896
Drug Emporium #220	505 Bertrand	Lafayette	Louisiana	(337) 261-0051
E W Thomsons Drug	213 Depot Street	Delhi	Louisiana	(318) 878-2261
East Jefferson Medical Pharmacy	1623 Williams Boulevard	Kenner	Louisiana	(504) 468-2361
Evangeline Drug Store	10 West Main P.O. Box 370	Ville Platte	Louisiana	(337) 363-3456
Family Drug Store	1710 Johnson Street	Jennings	Louisiana	(337) 824-2800
Farmer's Drugs and Gifts	601 Lafayette St.	Youngsville	Louisiana	(337) 856-5761
Fuseliers Pharmacy	10600 Veterans Memorial Highway	Pine Prairie	Louisiana	(337) 599-2147
Gem Drugs	139 Central Avenue	Reserve	Louisiana	(985) 536-3957
Gem Drugs Gramercy	1635 Highway 3125	Gramercy	Louisiana	(225) 869-3651
Glenn's Family Pharmacy	1615 North Main Street	Opelousas	Louisiana	(337) 948-9827
Gordons Drug Store	2716 Lake Street	Lake Charles	Louisiana	(337) 477-6773
Hardy's Drug Store	123 Fuselier Street	Arnaudville	Louisiana	(337) 754-5231
Hollier's Family Pharmacy	1456 East Bridge Street	Breaux Bridge	Louisiana	(337) 332-5010
iCARE Community Pharmacy & Gifts	2807 Kaliste Saloom Road	Lafayette	Louisiana	(337) 889-3170
J & K Drug	7190 Highway 165 South	Columbia	Louisiana	(318) 649-0825
John's Pharmacy	29148 South Montpelier Avenue	Albany	Louisiana	(225) 567-1921
Ken's Thrifty Way Pharmacy & Home Medical	517 East Prudhomme Street	Opelousas	Louisiana	(337) 942-7551
Landry's Pharmacy	106 Milton Road	Maurice	Louisiana	(337) 898-1015
Lloyd's Remedies	3696 West Main Street	Gray	Louisiana	(985) 872-4547
Lydia Pharmacy	3917 Darnell Road	Lydia	Louisiana	(337) 369-6156
Maple Avenue Pharmacy	1200 West Maple Avenue	Eunice	Louisiana	(337) 457-5216

Mayeaux's Family Pharmacy	911 Main Street	Elton	Louisiana	(337) 584-2256
McDonald Pharmacy	1701 Charter Street	Jackson	Louisiana	(225) 634-2470
Medi-Thrift Drugs	302 Bushley	Harrisonburg	Louisiana	(318) 744-5351
Messinas Pharmacy	15046 Market Street	Baton Rouge	Louisiana	(225) 753-2700
Miller Drugs	209 North Market Street	Opelousas	Louisiana	(337) 942-2636
Miller's Family Pharmacy	119 South 5th Street, Suite B	Iota	Louisiana	(337) 779-2214
Morgans Pharmacy INC	1806 Fourth Street	Jonesville	Louisiana	(318) 339-8532
Neumann's Pharmacy	1009 Johnson Street	Tallulah	Louisiana	(318) 574-1655
Northside Family Pharmacy	850 Cockerham Road	Denham Springs	Louisiana	(225) 664-9520
Old Gretna Pharmacy	500 Lafayette Street	Gretna	Louisiana	(504) 252-9686
Paincourtville Pharmacy	112 Highway 403	Paincourtville	Louisiana	(985) 369-3578
Poret's Thrifty Way Pharmacy	1007 Sycamore St	Cottonport	Louisiana	(318) 876-2104
Rayne Pharmacy	713 Curtis Drive	Rayne	Louisiana	(337) 334-5105
Rays Pharmacy	5822 Monroe Hwy, Suite C	Ball	Louisiana	(318) 640-1174
Reeves Drug Store	307 Carter Street	Vidalia	Louisiana	(318) 336-5112
Rocky's Med Shoppe	133 Cumberland Street	Bogalusa	Louisiana	(985) 732-5874
Russo's Pharmacy	7902 Highway 23	Belle Chasse	Louisiana	(504) 394-4444
Shute's Good Neighbor Pharmacy	205 North Main Street	Opelousas	Louisiana	(337) 942-2611
Soileau's Pharmacy	805 Center Street	New Iberia	Louisiana	(337) 365-6721
Southland Drugs #2	1117 Audubon Avenue	Thibodaux	Louisiana	(985) 447-5852
Stevens Pharmacy	520 South Alexander Avenue Ste 200	Port Allen	Louisiana	(225) 336-4456
Sunset Pharmacy	907 Napoleon Avenue	Sunset	Louisiana	(337) 662-5298
Thrift Clinic Pharmacy on Union	825 North Union Street	Opelousas	Louisiana	(337) 948-4441
Thrifty Way Pharmacy	202 Arthur Avenue	Lake Arthur	Louisiana	(337) 774-2246
Thrifty Way Pharmacy #2	601 South Pine Street	DeRidder	Louisiana	(337) 463-7442
Thrifty Way Pharmacy of Abbeville	2640 North Drive	Abbeville	Louisiana	(337) 893-6304
Thrifty Way Pharmacy of Basile	3131 Stagg Avenue	Basile	Louisiana	(337) 432-6642
Thrifty Way Pharmacy of Kaplan	100 North Cushing Avenue	Kaplan	Louisiana	(337) 643-6440
Thrifty Way Pharmacy of Ville Platte	1011 West Lincoln Road	Ville Platte	Louisiana	(337) 363-6685
Towne Pharmacy	103 East Main Street	Broussard	Louisiana	(337) 839-8880
Walker Pharmacy	29811 Walker South Road	Walker	Louisiana	(225) 243-4852
Washington Thrifty Way Pharmacy	310 North Main Street	Washington	Louisiana	(337) 826-3677
Willard's Thrifty Way Pharmacy	209 South Main Street	Church Point	Louisiana	(337) 684-5401

Williams Family Pharmacy	1058 Tanglewood Drive	Franklinton	Louisiana	(985) 839-7200
Bangor Drug Company	711 Broadway Suite 1	Bangor	Maine	(207) 922-3849
Carroll Drug Store	3 Village Green Way	Southwest Harbor	Maine	(207) 244-5588
City Drug Store	159 Academy Street	Presque Isle	Maine	(207) 764-4424
Hebert Rexall Pharmacy	31 MAIN ST	Van Buren	Maine	(207) 868-2242
Mars Hill Pharmacy Inc	106 Main Street	Mars Hill	Maine	(207) 425-4431
Northern Maine Medical Center Pharmacy	104 Main Street	Madawaska	Maine	(207) 728-7200
Northern Maine Medical Center Pharmacy	194 East Main Street	Fort Kent	Maine	(207) 834-1690
Patten Drug Company	20 Main Street	Patten	Maine	(207) 528-2244
Presque Isle Pharmacy	797 Main Street	Presque Isle	Maine	(207) 760-9100
Seaside Pharmacy	59 School Street	Stonington	Maine	(207) 367-2575
Spruce Mountain Pharmacy Inc.	148 Main Street	Jay	Maine	(207) 897-9080
St. John Valley Pharmacy	182 Market Street Suite 2	Fort Kent	Maine	(207) 834-2880
Accokeek Drug and Health Care Inc	15789 Livingston Road Suite 108	Accokeek	Maryland	(301) 203-7205
AGH Rediscripts Pharmacy	9733 Healthway Drive	Berlin	Maryland	(410) 641-9241
Boonsboro Pharmacy	7628 Old National Pike	Boonsboro	Maryland	(301) 432-5488
Broadneck Pharmacy	269 Peninsula Farm Road	Arnold	Maryland	(410) 544-3733
Brunswick Pharmacy	610 9th Avenue	Brunswick	Maryland	(301) 834-9715
Clear Spring Pharmacy	34 Mulberry Street	Clear Spring	Maryland	(301) 842-2774
Co-Op Pharmacy	121 Center way	Greenbelt	Maryland	(301) 474-4400
Deale Pharmacy	5809 Deale Churchton Road	Deale	Maryland	(410) 867-2455
Drug City Pharmacy	2805 North Point Road	Baltimore	Maryland	(410) 284-2424
Emmitsburg Pharmacy	101 Silo Hill Road	Emmitsburg	Maryland	(301) 447-6226
Family Meds Inc	12114 Old Line Center R-7A	Waldorf	Maryland	(301) 396-9277
Greensboro Pharmacy	102 South Main Street	Greensboro	Maryland	(410) 482-6256
High Street Discount Pharmacy	30 High Street	Waldorf	Maryland	(240) 448-3301
Jarrettsville Pharmacy	3714 Norrisville Road	Jarrettsville	Maryland	(410) 557-7717
Karemore Pharmacy	12085 North Somerset Avenue Suite 5	Princess Anne	Maryland	(410) 651-3980
Karemore Pharmacy #002	817 Snowhill Road Suite 2	Salisbury	Maryland	(410) 341-7474
Lyons Pharmacy	328 Saint John Street	Havre De Grace	Maryland	(410) 939-4545
McDougalls Drug Center	1645 Liberty Road	Sykesville	Maryland	(410) 795-2662
Med-Surg Pharmacy	3037 Marshall Hall Road	Bryans Road	Maryland	(443) 783-3574
Middletown Pharmacy	4317 Old National Pike	Middletown	Maryland	(301) 371-8145
Mt Carmel Pharmacy	111 Mount Carmel Road	Parkton	Maryland	(410) 343-0110
Mt. Airy Pharmacy	1 North Main Street	Mount Airy	Maryland	(301) 831-7111

New Market Pharmacy	11717 Old National Pike	New Market	Maryland	(301) 865-5920
Northern Pharmacy and Med Equipment	6701 Harford Road	Baltimore	Maryland	(410) 254-2055
Pittsville Pharmacy	34205 Old Ocean City Road Unit E	Pittsville	Maryland	(410) 835-8585
Steves Pharmacy	16117 McMullen Highway Southwest	Cumberland	Maryland	(301) 729-2600
Thurmont Pharmacy	58 Water Street	Thurmont	Maryland	(301) 271-2223
Tidewater Drug and Health Care	30170 Three Notch Road Unit B	Charlotte Hall	Maryland	(301) 472-1720
Ultra Care Pharmacy	12619 Wisteria Drive Suite A	Germantown	Maryland	(301) 569-6464
Ultra Care Pharmacy	4419 Falls Road Suite B	Baltimore	Maryland	(410) 878-1031
Ultra Care Pharmacy	10798 Hickory Ridge Road Suite A	Columbia	Maryland	(410) 997-0005
Whitesell Pharmacy	236 North Market Street	Frederick	Maryland	(301) 662-4848
Williamsport Pharmacy	100 E Potomac St	Williamsport	Maryland	(301) 223-4101
Woodbine Pharmacy	710 Lisbon Center Drive Suite D	Woodbine	Maryland	(410) 489-2708
Athol Pharmacy	290 Main Street	Athol	Massachusetts	(978) 830-0427
Ayer Family Pharmacy	13 Park Street	Ayer	Massachusetts	(978) 391-4061
Bouvier Pharmacy Inc	515 Lincoln Street	Marlborough	Massachusetts	(508) 485-0432
Bravo Pharmacy	3158 Washington Street	Jamaica Plain	Massachusetts	(617) 553-2501
Chair City Pharmacy	34 Connors Street	Gardner	Massachusetts	(978) 410-4976
Conlin's Pharmacy	30 Lawrence Street	Methuen	Massachusetts	(978) 552-1700
Dan's Pharmacy	110 Pleasant Street	Nantucket	Massachusetts	(508) 825-9100
EssentialRx	123 Summer Street Suite 365	Worcester	Massachusetts	(508) 363-6602
Hingham Centre Pharmacy	294 Main Street	Hingham	Massachusetts	(781) 749-1277
Margolis Pharmacy	447 Broadway	Chelsea	Massachusetts	(617) 884-3524
MassPack Ltc	50 Central Street	Georgetown	Massachusetts	(351) 207-5132
Nantasket Pharmacy Inc	480 Nantasket Avenue	Hull	Massachusetts	(781) 925-1270
Oldens Pharmacy	101 Pleasant Street	South Weymouth	Massachusetts	(781) 337-0187
Pepperell Family Pharmacy	74 Main Street	Pepperell	Massachusetts	(978) 433-6130
Scituate Pharmacy	384 Gannett Road	Scituate	Massachusetts	(781) 545-1020
Standard Pharmacy	246 East Main Street	Fall River	Massachusetts	(508) 672-6911
Standard Pharmacy @ Healthfirst	387 Quarry Street	Fall River	Massachusetts	(774) 322-1335
Walpole Pharmacy	699 Main Street	Walpole	Massachusetts	(508) 645-8866
Walsh Pharmacy	202 Rock Street	Fall River	Massachusetts	(508) 679-1300
Watch City Pharmacy	923 Main Street	Waltham	Massachusetts	(781) 472-2281
Winchester Pharmacy	568 Main Street	Winchester	Massachusetts	(781) 570-2320
Adams Pharmacy	1373 Dix Highway	Lincoln Park	Michigan	(313) 381-0070
Advanced Care Pharmacy Services	2136 Robinson Road, Suite 2	Jackson	Michigan	(517) 750-2180

Advanced Health Pharmacy	7916 Oakland Drive	Portage	Michigan	(269) 324-1100
Alexander's Drug Store	211 East Main Street	Fennville	Michigan	(269) 561-4411
All Care Pharmacy	7125 Allen Road	Allen Park	Michigan	(313) 386-2273
Alliance Specialty Pharmacy	25301 Van Dyke Avenue	Center Line	Michigan	(248) 230-8044
Anderson Pharmacy	1108 Marquette Avenue	Bay City	Michigan	(989) 684-8905
Ann Arbor Pharmacy LLC	2418 East Stadium Boulevard	Ann Arbor	Michigan	(734) 677-5555
Apothecary Hancock	500 Campus Drive	Hancock	Michigan	(906) 483-1919
Apothecary Houghton	600 MacInnes Drive	Houghton	Michigan	(906) 483-1818
Arbor Lakes Pharmacy	1549 Holmes Road	Ypsilanti	Michigan	(734) 340-6050
Azaal Discount Pharmacy	9834 Conant Street	Hamtramck	Michigan	(313) 872-0021
Azaal Pharmacy II LLC	3120 Carpenter Street Suite 105	Hamtramck	Michigan	(313) 733-8034
Bay Pharmacy	112 South State Street	St Ignace	Michigan	(906) 643-7725
Best Care Pharmacy Plus	31500 Dequindre Road Suite 300	Warren	Michigan	(586) 999-5544
Bobs Drugs	194 North Division Street	Hesperia	Michigan	(231) 854-6605
Brothers 2 Pharmacy	4801 Fenton Road	Flint	Michigan	(810) 820-8685
Brothers Pharmacy	118 West Pierson Road	Flint	Michigan	(810) 785-7770
Bunte's Pharmacy	115 East Main Avenue	Zeeland	Michigan	(616) 772-4685
Cadillac Family Pharmacy	108 North Mitchell	Cadillac	Michigan	(231) 775-8200
Cedar Springs Pharmacy	14111 White Creek Avenue Northeast Suite 12	Cedar Springs	Michigan	(616) 439-2779
Central Lake Pharmacy	2424 North Main Street	Central Lake	Michigan	(231) 544-2929
Clio Community Pharmacy	4180 West Vienna Road Suite 4	Clio	Michigan	(810) 547-7201
Community Pharmacy of Plainwell	533 West Allegan Street	Plainwell	Michigan	(269) 685-5847
Corner Drugs	154 River Street	Elk Rapids	Michigan	(231) 264-8033
Country Drugs	362 State Park Drive	Bay City	Michigan	(989) 684-8251
Country Market Pharmacy # 12	1255 South Main Street	Chelsea	Michigan	(734) 433-0129
Country Market Pharmacy #11	1535 West Maumee Street	Adrian	Michigan	(517) 265-9162
Country Market Pharmacy #66	11301 Brooklyn Road	Brooklyn	Michigan	(517) 592-2475
Dalcoma Specialty Pharmacy	43337 Schoenherr Road	Sterling Heights	Michigan	(586) 697-3877
Delton Family Pharmacy	338 North Grove Street	Delton	Michigan	(269) 623-5250
Dunewood Pharmacy	1445 Sheldon Road Suite 104	Grand Haven	Michigan	(616) 842-5193
Dynamic Care Pharmacy	4119 West 13 Mile Road	Royal Oak	Michigan	(248) 850-1802
Eagle Pharmacy	109 West Main Street	Farwell	Michigan	(989) 588-2900
Family Pharmacy	G-4444 Fenton Road	Flint	Michigan	(810) 235-7995

Freds Pharmacy	808 West Michigan Avenue	Three Rivers	Michigan	(269) 278-2355
Fred's Pharmacy	121 West Prairie Street	Vicksburg	Michigan	(269) 649-0660
Gateway Pharmacy	1048 North McEwan Street	Clare	Michigan	(989) 386-2900
Gilberts Drug Store	212 South State Street	Oscoda	Michigan	(989) 739-7585
Grand Blanc Pharmacy	2227 East Hill Road	Grand Blanc	Michigan	(810) 498-4334
Grand Value Pharmacy	10920 Grand River Avenue	Detroit	Michigan	(313) 931-0010
Hamtramck Pharmacy LLC	9318 Conant Street	Hamtramck	Michigan	(313) 996-5555
Hansens Pharmacy and Variety	326 East Main Street	Edmore	Michigan	(989) 427-5275
Harbor Drug	114 South Huron Avenue	Harbor Beach	Michigan	(989) 315-8605
Harbor Drug #2	2046 Black River Street, Suite 2	Deckerville	Michigan	(810) 376-8070
Harrison Family Pharmacy	182 North Second Street	Harrison	Michigan	(989) 539-2900
HealthPlus Pharmacy of Ann Arbor	4350 Jackson Road Suite 250	Ann Arbor	Michigan	(734) 929-5668
HealthPlus Pharmacy of Brighton	2305 Genoa Business Park, Suite 140	Brighton	Michigan	(810) 229-4420
HealthPlus Pharmacy of Howell	1225 South Latson Road Suite 100	Howell	Michigan	(517) 579-2797
Hemmingsen Drug Store	132 West Michigan Avenue	Marshall	Michigan	(269) 781-3411
Heyden Pharmacy	20201 West 7 Mile Road	Detroit	Michigan	(313) 533-8200
Highland Pharmacy	4000 Highland Road Suite 113	Waterford	Michigan	(248) 977-1394
Hillman Pharmacy	601 North State Street	Hillman	Michigan	(989) 742-3527
Holihans Drug Store	128 North Main Street	Ewart	Michigan	(231) 734-2551
Hudson Pharmacy Inc	325 Railroad Street Suite D	Hudson	Michigan	(517) 448-3111
Jensen's Community Pharmacy	968 East Michigan Avenue	Saline	Michigan	(734) 429-9053
Jill's Genuine Care Pharmacy LLC	23354 Farmington Road	Farmington	Michigan	(248) 987-5940
Kingsley Pharmacy and Compounding Center	114 South Brownson Avenue	Kingsley	Michigan	(231) 263-7701
Kronner Pharmacy	778 West Houghton Lake Drive	Prudenville	Michigan	(989) 366-7611
Layerer's Pharmacy	1100 Columbus Avenue	Bay City	Michigan	(989) 893-7579
LC Family Pharmacy	57 North Morey Road	Lake City	Michigan	(231) 559-0005
Le Fave Pharmacy and Home Medical Equipment	1202 West Chisholm Street	Alpena	Michigan	(989) 354-3189
Luea Family Pharmacy	8021 Miller Road	Swartz Creek	Michigan	(810) 635-3355
Maple Pharmacy	5829 West Maple Road Suite 129	West Bloomfield	Michigan	(248) 757-2503
McBain Family Pharmacy	119 North Roland Street	Mc Bain	Michigan	(231) 825-8175



Medcenter Pharmacy	7210 North Main Street, Suite 102	Clarkston	Michigan	(248) 625-3885
Medical Park Pharmacy	799 Denison Court, 1st Floor	Bloomfield Hills	Michigan	(248) 454-6500
Mesick Pharmacy	112 Mesick Avenue	Mesick	Michigan	(231) 885-1751
Miller Pharmacy	206 North Broadway Street	Union City	Michigan	(517) 741-3604
Millington Pharmacy	8542 State Road	Millington	Michigan	(989) 871-2820
Mission Pharmacy	926 South Mission Street	Mount Pleasant	Michigan	(989) 773-8200
Monroe Pharmacy	2507 Monroe Street	Dearborn	Michigan	(313) 274-9141
Moore Family Pharmacy Allegan	100 Monroe Street, Suite B	Allegan	Michigan	(269) 673-6749
Moore Family Pharmacy Hamilton	3416 Michigan Route-40	Hamilton	Michigan	(269) 751-8482
Moore Family Pharmacy South Haven	08337 M 140 Unit 2	South Haven	Michigan	(269) 637-3222
Munson Community Health Center Pharmacy	550 Munson Avenue Suite G-100	Traverse City	Michigan	(231) 935-8730
Niles Wellcare Pharmacy	70 East Main	Niles	Michigan	(269) 262-4343
Noor Pharmacy	4092 East 14 Mile Road Suite 200	Warren	Michigan	(586) 268-3900
Paul's Pharmacy	803 Lincoln Avenue	Holland	Michigan	(616) 396-5233
Peninsula Pharmacy	1414 West Fair Avenue, Suite 133	Marquette	Michigan	(906) 225-3902
Peninsula Pharmacy Plus	300 North McClellan Avenue	Marquette	Michigan	(906) 225-1450
Pharmacy Solutions	5204 Jackson Road, Suite C	Ann Arbor	Michigan	(734) 821-8000
Professional Pharmacy	9175 Cherry Valley	Caledonia	Michigan	(616) 891-1116
Professional Village Pharmacy	11589 Farmington Road	Livonia	Michigan	(734) 427-2400
River Pharmacy	124 Ames Street	Elk Rapids	Michigan	(231) 264-8165
Rosedale Community Pharmacy	19220 Grand River Avenue	Detroit	Michigan	(313) 531-0100
Royals Pharmacy	20727 Wyoming Street	Ferndale	Michigan	(248) 566-0116
Saline Pharmacy	75 East Bennett Street	Saline	Michigan	(734) 316-2162
Saugatuck Drug Store	201 Butler Street	Saugatuck	Michigan	(269) 857-2300
Schmidt & Sons Pharmacy of Blissfield LLC	177 West Brooke Lane	Blissfield	Michigan	(517) 486-2145
Schmidt & Sons Pharmacy of Tecumseh Inc	120 East Chicago Boulevard	Tecumseh	Michigan	(517) 423-3250
Schmidt And Sons Pharmacy of Clinton Inc	140 West Michigan Avenue	Clinton	Michigan	(517) 456-4150
Sheba Discount Pharmacy	10136 Vernor Highway	Dearborn	Michigan	(313) 841-8820
Shores Specialty Pharmacy	29306 Harper Avenue	Saint Clair Shores	Michigan	(586) 200-1824
Sixth Street Drugs	1020 Sixth Street	Traverse City	Michigan	(231) 946-4570

Southside Pharmacy	1002 Lafayette	Bay City	Michigan	(989) 891-9999
SRX Specialty Care Pharmacy	3412 West 13 Mile Road	Royal Oak	Michigan	(248) 607-3110
St Charles Pharmacy	1008 North Saginaw Street	St Charles	Michigan	(989) 865-9971
Sterling Heights Pharmacy	38924 Dequindre Road	Sterling Heights	Michigan	(586) 983-9740
Sunshine Pharmacy	43009 Hayes Road	Sterling Heights	Michigan	(586) 286-5005
Taylor Discount Drugs	9320 Telegraph Road	Taylor	Michigan	(313) 299-8810
The Beaverton Pharmacy	127 West Brown Street	Beaverton	Michigan	(989) 435-7778
Three Rivers Pharmacy	691 South US Highway 131	Three Rivers	Michigan	(269) 278-6000
TLC Pharmacy	2959 South Telegraph Road	Dearborn	Michigan	(313) 274-0800
Ubly Pharmacy	2031 East Main Street	Ubly	Michigan	(989) 658-3324
Van's Pharmacy	807 Napier Avenue	St. Joseph	Michigan	(269) 983-4802
Village Drug Shop	113 West Grand River Road	Webberville	Michigan	(517) 521-3484
Wackerly Pharmacy	957 West Midland Road	Auburn	Michigan	(989) 662-7773
Ware's Pharmacy	304 South Jefferson Street	Mason	Michigan	(517) 676-9199
Watervliet Pharmacy	317 North Main Street	Watervliet	Michigan	(269) 201-6100
Watkins Pharmacy & Surgical Supply	1391 East Sherman Boulevard	Muskegon	Michigan	(231) 739-7158
We Care Pharmacy Plus	1412 South Lapeer Road	Lake Orion	Michigan	(248) 690-9686
Weick's Pharmacy	71-124th Avenue	Shelbyville	Michigan	(269) 672-7774
Wilcox Pharmacy	140 East Road	Dimondale	Michigan	(517) 646-9274
Yinger Pharmacy Shoppe	1036 North Monroe Street	Monroe	Michigan	(734) 384-7044
Yinger Pharmacy Shoppe	1704 South Custer Road	Monroe	Michigan	(734) 243-5451
Blue Earth Drug	125 South Grove Street Suite 1	Blue Earth	Minnesota	(507) 526-2121
Corner Drug	204 VALLEY GREEN SQUARE	LE SUEUR	Minnesota	(507) 665-3301
K&S Pharmacy	107 Avon Avenue S, Suite 1	Avon	Minnesota	(320) 356-1000
Kemper Corner Drug	323 Jackson Avenue Northwest	Elk River	Minnesota	(763) 441-1353
Kennedy Drug	223 South Lakeshore Drive	Lake City	Minnesota	(651) 345-3411
Mackenthun Beck Pharmacy Inc	851 Market Place Drive	Waconia	Minnesota	(952) 442-4407
Melrose Pharmacy	611 West Main Street	Melrose	Minnesota	(320) 256-7292
Northfield Pharmacy	601 South Water Street	Northfield	Minnesota	(507) 663-0344
PRAIRIE PHARMACY	244 CENTRAL AVE	LONG PRAIRIE	Minnesota	(320) 732-3228
Sterling	700 Division Street South	Northfield	Minnesota	(507) 645-4455
Sterling Drug	410 Hoffman Drive	Owatonna	Minnesota	(507) 451-0240
Sterling Drug	1305 1st Avenue South West	Austin	Minnesota	(507) 433-4586
Sterling Drug #04	400 South State Street 50	Fairmont	Minnesota	(507) 238-2797
Sterling Drug #08	511 10th Street	Worthington	Minnesota	(507) 372-7533
Sterling Drug #19	430 2nd Avenue NW	Faribault	Minnesota	(507) 333-5464
Sterling Drug #20	209 Maine Avenue, Suite 105	Adrian	Minnesota	(507) 483-2332

Sterling Drug #24	115 West Jessie Street	Rushford	Minnesota	(507) 864-2153
Sterling Drug #26	615 West Esch Drive	Caledonia	Minnesota	(507) 725-3328
Sterling Drug #27	44 Main Avenue North	Harmony	Minnesota	(507) 886-2322
Sterling Drug #28	137 West Main Street	Spring Grove	Minnesota	(507) 498-5509
Sterling Drug #29	306 Main Street Suite 103	La Crescent	Minnesota	(507) 895-8784
Trumm Drug (Clinic Pharmacy)	610 30TH Avenue West	Alexandria	Minnesota	(320) 763-3116
Trumm Drug (Glenwood)	7 Fourth Avenue Southeast	Glenwood	Minnesota	(320) 634-4434
Trumm Drug Downtown	600 Fillmore Street	Alexandria	Minnesota	(320) 763-3111
Trumm Drug Elbow Lake	11 Central Avenue South	Elbow Lake	Minnesota	(218) 685-4471
Trumm Drug Parkers Prairie	114 East Soo Street	Parkers Prairie	Minnesota	(218) 338-2661
Anderson's Pharmacy	112 East Main Street	North Carrollton	Mississippi	(662) 237-9294
Booneville Community Pharmacy	206 North Second Street	Booneville	Mississippi	(662) 728-1951
Byhalia Drug Company, LLC	2438 Church Street	Byhalia	Mississippi	(662) 838-3784
Caleb's Hometown Pharmacy	801 Main Street	Collins	Mississippi	(601) 765-5055
City Drug Pharmacy and Gifts	113 Bobo Drive	Crystal Springs	Mississippi	(601) 892-4121
City Drug Store	100 West Washington Street	Hollandale	Mississippi	(662) 827-5561
Cleveland Medical Arts Pharmacy, Inc	810 East Sunflower Road Suite 100D	Cleveland	Mississippi	(662) 843-4214
Condon East Union Pharmacy	1403 East Union	Greenville	Mississippi	(662) 332-0941
Corner Drug Store	101 West Railroad Avenue	Magnolia	Mississippi	(601) 783-2321
Economy Drugs	1053 Howard Avenue	Biloxi	Mississippi	(228) 432-5581
FAIRVIEW PHARMACY & COMPOUNDING	500 KATIE AVE	HATTIESBURG	Mississippi	(601) 544-4871
Freedom Pharmacy	3902 Hardy Street	Hattiesburg	Mississippi	(601) 450-6979
G & P Pharmacy	109 Church Street	Belzoni	Mississippi	(662) 247-2555
Greenwood Drugs	400 West Park Avenue	Greenwood	Mississippi	(662) 477-0700
Guys Pharmacy of Brookhaven	1005 West Congress Street	Brookhaven	Mississippi	(601) 833-6333
Guy's Pharmacy of Crystal Springs	512 West Marion Avenue	Crystal Springs	Mississippi	(601) 647-0030
Guy's Pharmacy of Summit	1121 Highway 98 and 51	Summit	Mississippi	(601) 465-0777
Guy's Pharmacy of Tylertown	3000 Plaza Drive Suite B	Tylertown	Mississippi	(601) 377-1982
Haire Drug Center	805 1st Street	Cleveland	Mississippi	(662) 843-4211
Little's Pharmacy	122 Main Street	Raleigh	Mississippi	(601) 782-4552
Macon Primary Pharmacy	34 Hospital Road	Macon	Mississippi	(662) 788-4398
Magic Mart Pharmacy	903 Highway 82, East Building G	Indianola	Mississippi	(662) 887-4135

McGuffee Drug	102 North Main Street	Mendenhall	Mississippi	(601) 847-2511
Medical Center Pharmacy	312 Marion Avenue	Mc Comb	Mississippi	(601) 684-9602
North Sunflower Medical Center Pharmacy	860 North Oak Avenue	Ruleville	Mississippi	(662) 756-4381
Oak Grove Pharmacy	5039 Old Highway 11 Suite 1	Hattisburg	Mississippi	(601) 264-1198
Okolona Pharmacy	203 South Church Street	Okolona	Mississippi	(662) 447-0300
Park Place Pharmacy	46 Parkway Lane	Petal	Mississippi	(601) 450-3673
Pearsons Discount Drug LLC	101 East Washington Street	Houston	Mississippi	(662) 456-2551
Read Discount Drug	1592 Highway 15 North Suite D	Laurel	Mississippi	(601) 426-3238
Rx Express Pharmacy	7100-H Highway 614	Moss Point	Mississippi	(228) 588-2888
Rx Express Pharmacy of Pascagoula	2952 Market Street	Pascagoula	Mississippi	(228) 762-5664
Sav- Mor Drugs and Gifts	1967 Commerce Street	Grenada	Mississippi	(662) 226-6741
Stepp-Saver Pharmacy	203 North Newberger Avenue	Bruce	Mississippi	(662) 983-4011
Stribling Drugs	430 Beacon Street	Philadelphia	Mississippi	(601) 656-2472
Sumrall Drug Store	1109 Highway 42	Sumrall	Mississippi	(601) 758-4243
TGH Discount Pharmacy	109 West Walnut Street	Charleston	Mississippi	(662) 647-5172
The Pharmacy of Quitman	125 Main Street	Quitman	Mississippi	(601) 776-6282
Wards Pharmacy	122 South Front Street	Ellisville	Mississippi	(601) 477-8587
Wells Pharmacy	725 Sawmill Road	Laurel	Mississippi	(601) 426-2362
Winona Drugs	500 North Applegate Street Suite A	Winona	Mississippi	(662) 535-0800
Yazoo Drugs	730 East 15th Street	Yazoo City	Mississippi	(662) 746-7423
Adrian Kreisler Drug	21 East Main	Adrian	Missouri	(816) 297-8833
Advance Pharmacy	110 South Oak	Advance	Missouri	(573) 722-3562
Beauton Drug	124 North Washington	East Praire	Missouri	(573) 649-3923
Bond Pharmacy	703 West Buchanan	California	Missouri	(573) 796-3145
Brown's Pharmacy	375 Trimmer Lane	Ellington	Missouri	(573) 663-7707
Butler Drug Store	222 East Main Street	Portageville	Missouri	(573) 379-5469
Chaffee Drug Store	211 West Yoakum Avenue	Chaffee	Missouri	(573) 887-3622
Countryside Pharmacy	402 East Price Avenue	Savannah	Missouri	(816) 324-5111
E & S Pharmacy	1105 Walnut Street	Doniphan	Missouri	(573) 996-7157
Eldon Drug Company	101 South Maple Street	Eldon	Missouri	(573) 392-4588
EverCare Pharmacy	1903 East 9th Street	Trenton	Missouri	(660) 359-5700
Flow's Health Mart Pharmacy	1506 E BROADWAY	COLUMBIA	Missouri	(573) 449-5366
Flow's Pharmacy	303 North Keene Street	Columbia	Missouri	(573) 447-8093
Gosney Pharmacy	911 Highway 24/36 East	Monroe City	Missouri	(573) 735-1130
Grand Pharmacy	733 Grand Avenue	Hannibal	Missouri	(573) 221-2792
Harris Pharmacy	1224 First Street	Kennett	Missouri	(573) 888-6006

Hils Pharmacy	907 North Morley Street	Moberly	Missouri	(660) 263-4457
Hometown Pharmacy	452 West Arrow Street	Marshall	Missouri	(660) 236-9400
Hometown Pharmacy	110 Leroux Street	Doniphan	Missouri	(573) 996-4000
Hometown Pharmacy-Chillicothe	601 Locust Street	Chillicothe	Missouri	(660) 646-7455
Hometown Pharmacy-Carrollton	1409 North Jefferson	Carrollton	Missouri	(660) 542-2020
Iman's Pharmacy INC	2360 East 12th Street	Kansas City	Missouri	(816) 569-6310
Jones Drug Store	125 Court Street	Jackson	Missouri	(573) 243-3524
Keller Apothecary	5346 Devonshire Avenue	Saint Louis	Missouri	(314) 352-5201
Key Drugs	910 North Westwood Boulevard	Poplar Bluff	Missouri	(573) 785-8218
Key Drugs at Dexter	1007 West Business US Highway 60	Dexter	Missouri	(573) 614-5900
Key Drugs at Northwest	2210 Barron Road	Poplar Bluff	Missouri	(573) 727-9444
Kilgore's Medical Pharmacy	700 North Providence Road	Columbia	Missouri	(573) 442-0194
Kinkead Pharmacy	105 South Allen Street	Centralia	Missouri	(573) 682-2155
Lakeland Pharmacy	18565 Business 13	Branson West	Missouri	(417) 272-8064
Lakeland Pharmacy #2	1232 Branson Hills Parkway Suite 205	Branson	Missouri	(417) 336-4701
Lakeland Pharmacy #3	104 Cortney Lane	Crane	Missouri	(417) 723-5241
Lakeland Pharmacy #7	110 Bear Dr. Suite 4	Willow Springs	Missouri	(417) 469-9009
Lindenwood Drug	6903 Lansdowne	St. Louis	Missouri	(314) 781-2445
New Madrid Pharmacy	457 Main Street	New Madrid	Missouri	(573) 748-3080
Orchard Hills Pharmacy	3816 W Chestnut Expressway	Springfield	Missouri	(417) 868-8288
Pharmax Pharmacy #1117	1117 Main Street	Imperial	Missouri	(636) 464-1100
Pharmax Pharmacy #1160	116 Walnut Street	Festus	Missouri	(636) 937-7997
Pharmax Pharmacy #1302	610 East High Street	Potosi	Missouri	(573) 438-2189
Pharmax Pharmacy #1343	113 St. Francois Plaza	Leadington	Missouri	(573) 431-5040
Pharmax Pharmacy #1365	60A Nesbit Drive	Bonne Terre	Missouri	(573) 358-3301
Pill Box Pharmacy	304 East Jackson Street	Willard	Missouri	(417) 742-3508
Puxico Drugs	190 East Richardson Avenue	Puxico	Missouri	(573) 222-6206
Quick Med Pharmacy Freeman West	1102 West 32nd Street	Joplin	Missouri	(417) 347-3792
Quick Meds Pharmacy Neosho	336 South Jefferson	Neosho	Missouri	(417) 455-4378
Rogersville Pharmacy	319 South Main Street Suite N	Rogersville	Missouri	(417) 753-7774
Saults Drug Store Inc	505 Court Street	Fulton	Missouri	(573) 642-4186
Schroeder Drugs #1201	540 East Fifth Street	Washington	Missouri	(636) 239-4707
Scott Family Pharmacy	414 West Grand Avenue	Campbell	Missouri	(573) 246-2514

Sherris Pharmacy Services	108 East First Street, Suite A	Grant City	Missouri	(660) 564-3784
Sterling Pharmacy	808 Hunter Avenue Suite 1A	Sikeston	Missouri	(573) 475-1900
Stevenson Family Pharmacy	6201 King Hill Avenue	St. Joseph	Missouri	(816) 238-2424
Town Pharmacy	700 Highway 25 South	Bloomfield	Missouri	(573) 568-2643
Twin City Pharmacy	106 North First Street	Marble Hill	Missouri	(573) 238-4177
Missoula Pharmacy, Inc.	1211 South Reserve Street, Suite 102	Missoula	Montana	(406) 728-5650
Sykes Pharmacy	202 2nd Avenue West	Kalispell	Montana	(406) 257-4806
Sykes Pharmacy Columbia Falls	500 12th Avenue West Suite 1A	Columbia Falls	Montana	(406) 206-7277
Burwell Pharmacy	137 Grand Avenue	Burwell	Nebraska	(308) 346-4747
Campbell Drug	311 Main Street	Oshkosh	Nebraska	(308) 772-3333
Clabaugh Pharmacy	501 Court Street	Beatrice	Nebraska	(402) 223-3591
KEX RX PHARMACY & HOME CARE	120 E 18TH ST	FALLS CITY	Nebraska	(402) 245-2029
Manion's Drug Store	719 Main Street	Creighton	Nebraska	(402) 358-3535
Medicine Man Pharmacy	748 North Main Street	North Bend	Nebraska	(402) 652-3217
Medicine Man Pharmacy	15615 Pacific Street Suite 8	Omaha	Nebraska	(402) 496-9757
Nein Pharmacy	1012 Main Street	Bridgeport	Nebraska	(308) 262-1070
O'Neill Family Pharmacy	317 East Douglas Street	Oneill	Nebraska	(402) 336-2660
OneWorld Pharmacy	4920 South 30th Street Suite 105	Omaha	Nebraska	(402) 502-5832
Steffen Drug	214 North Broadway	Hartington	Nebraska	(402) 254-3549
Sutton Pharmacy	210 North Saunders Avenue	Sutton	Nebraska	(402) 773-4300
ViaRx	825 North 90th Street	Omaha	Nebraska	(402) 614-6363
Weaver Pharmacy	1014 G Street	Geneva	Nebraska	(402) 759-4433
Wells Drug	113 South 4th Street	Albion	Nebraska	(402) 395-2184
Western Drug	806 Illinois	Sidney	Nebraska	(308) 254-2032
Evergreen Drugs	10001 South Eastern Avenue, Suite 105	Henderson	Nevada	(702) 269-1354
Lifefirst Pharmacy	2407 West Charleston Boulevard #110	Las Vegas	Nevada	(702) 646-5433
Refill Pharmacy llc	8536 Del Webb Boulevard	Las Vegas	Nevada	(702) 476-5888
Rex Drug Co	24 North Main Street	Yerington	Nevada	(775) 463-2345
Trinity Pharmacy	2797 South Maryland Parkway Suite 28	Las Vegas	Nevada	(702) 776-8210
Welcome Pharmacy	5115 Spring Mountain Road, Suite 111	Las Vegas	Nevada	(702) 253-9818
Abbot's Drug Store	531 Washington Avenue	Belleville	New Jersey	(973) 759-8181
Allentown Pharmacy	2 South Main Street	Allentown	New Jersey	(609) 259-6121
Allstar Pharmacy	105 Terhune Avenue	Lodi	New Jersey	(973) 473-2243
Angelo Pharmacy	492 Ferry Street	Newark	New Jersey	(973) 589-6530
Anthony's Pharmacy	341 Broad Avenue	Palisades Park	New Jersey	(201) 944-2720

Anthony's Ridgefield Pharmacy	676 Shaler Boulevard	Ridgefield	New Jersey	(201) 945-5503
AR-EX Pharmacy	370 New Brunswick Avenue	Fords	New Jersey	(732) 738-1085
Bayshore Pharmacy	2 Bayshore Plaza	Atlantic Highlands	New Jersey	(732) 291-2900
Bell Pharmacy	1907 Route 27	Edison	New Jersey	(732) 985-1211
Belleville Pharmacy, LLC.	338 Washington Avenue	Belleville	New Jersey	(973) 759-1956
Boro Hall Pharmacy	565 Bound Brook Road	Middlesex	New Jersey	(732) 968-0414
Boyd's Pharmacy of Bordentown	118 Farnsworth Avenue	Bordentown	New Jersey	(609) 298-1811
Boyd's Pharmacy of Florence	306 Broad Street	Florence	New Jersey	(609) 499-0100
Boyd's Pharmacy of Mansfield	23202 Columbus Road Suite E	Columbus	New Jersey	(609) 298-7474
Boyd's Pharmacy of Medford	5-100 Wilkins Station Road	Medford	New Jersey	(609) 975-8197
Boyd's Pharmacy of Pemberton	17 Fort Dix Road	Pemberton	New Jersey	(609) 894-8288
Boyt Drugs	411 Main Street	Metuchen	New Jersey	(732) 548-2125
Buckleys Drug Store	35 East Palisade Avenue	Englewood	New Jersey	(201) 569-1345
Bunting Family Pharmacy	1337-A New Road	Northfield	New Jersey	(609) 484-0026
Butler Pharmacy	2301 Bridge Avenue	Point Pleasant	New Jersey	(732) 892-4488
Camacho Pharmacy	509 Elizabeth Avenue	Elizabeth	New Jersey	(908) 355-1784
Center Pharmacy	1108 Liberty Avenue	Hillside	New Jersey	(908) 354-3169
Centrastate Specialty Script	901 West Main Street Suite 162	Freehold	New Jersey	(732) 414-1977
Clinton Pharmacy	30 Main Street	Clinton	New Jersey	(908) 735-5316
CLOVER PHARMACY	3100 Quakerbridge Road	Mercerville	New Jersey	(609) 588-5445
Colonial Pharmacy	828 Clifton Avenue	Clifton	New Jersey	(973) 473-4000
Colts Neck Pharmacy	420 State Route 34 Suite 309	Colts Neck	New Jersey	(732) 780-5480
Community Pharmacy	1089 Elizabeth Avenue Store 5	Elizabeth	New Jersey	(908) 469-6363
Damiano Pharmacy	270 Parker Avenue	Clifton	New Jersey	(973) 546-6700
Devine's Pharmacy	1949 Oak Tree Road	Edison	New Jersey	(732) 549-7117
Edgewood Pharmacy	62 B Mountain Boulevard	Warren	New Jersey	(908) 754-4400
Episcopo's Mercerville Pharmacy	2427 Nottingham Way	Mercerville	New Jersey	(609) 587-1980
Farmacia San Antonio	2319 Federal Street	Camden	New Jersey	(856) 964-4600
Franklin Pharmacy	557 Englishtown Road, Suite 141	Monroe Twp	New Jersey	(732) 446-5445
Franklyn Pharmacy	204 WARREN AVE	Hohokus	New Jersey	(201) 444-5550
Friendly Pharmacy	570 Raritan Road	Roselle	New Jersey	(908) 587-0020
Future Pharmacy	680 Route 33 E Unit 8	East Windsor	New Jersey	(609) 632-2170
Future Pharmacy	700 Tennent Road Suite 9	Manalapan	New Jersey	(732) 851-7100
Future Pharmacy	979 Route 9 North	Howell	New Jersey	(732) 431-8170
Future Pharmacy II	72 Route 34	Old Bridge	New Jersey	(732) 952-5550

Get Rx Help Pharmacy	688 Westwood Ave Ste 3	River Vale	New Jersey	(201) 666-6100
Goodale Pharmacy	16 North Sussex Street	Dover	New Jersey	(973) 366-0976
Haworth Apothecary	169 Terrace Street	Haworth	New Jersey	(201) 384-7171
Hazlet Pharmacy	2874 Highway 35 South	Hazlet	New Jersey	(732) 264-3310
HB Pharmacy	98 Ridge Road	North Arlington	New Jersey	(201) 997-2010
Heights Specialty Pharmacy	450 Boulevard	Hasbrouck Heights	New Jersey	(201) 288-0404
Heller's Pharmacy	664 Mount Prospect Avenue	Newark	New Jersey	(973) 482-5353
High Touch Pharmacy	344 West Grand Street	Elizabeth	New Jersey	(908) 353-2000
Holland Center Pharmacy	621 Milford Warren Glen Road	Milford	New Jersey	(908) 995-0015
Hopewell Pharmacy	1 West Broad Street	Hopewell	New Jersey	(609) 466-1960
Jerry's Drug & Surgical	455 Broadway	Bayonne	New Jersey	(201) 339-1992
Jersey Drugs	286 Central Avenue	Jersey City	New Jersey	(201) 656-4392
Kennedy Drugs LLC	3196A Kennedy Boulevard	Union City	New Jersey	(201) 402-9111
Kennedy Pharmacy	42 East Laurel Road Suite 1900	Stratford	New Jersey	(856) 346-3535
Levy's Pharmacy & Surgical	299 Stuyvesant Avenue	Lyndhurst	New Jersey	(201) 438-1026
Lipkins Pharmacy	101 New Broadway	Brooklawn	New Jersey	(856) 456-6121
Liss Pharmacy	794 Mount Prospect Avenue	Newark	New Jersey	(973) 483-4749
Little Silver Family Pharmacy	10 Church Street	Little Silver	New Jersey	(732) 741-1121
Madison Pharmacy	66 Main Street	Madison	New Jersey	(973) 377-0075
Madura Pharmacy	115 North Broadway	South Amboy	New Jersey	(732) 721-1732
Main Street Pharmacy	199 Main Street	Orange	New Jersey	(862) 930-2020
Medical Mall Pharmacy	9 Hosptial Drive Suite B3	Toms River	New Jersey	(732) 244-4747
Middle Village Pharmacy	393 Piaget Avenue	Clifton	New Jersey	(973) 478-0600
Middletown Family Pharmacy	877 Main Street	Belford	New Jersey	(732) 471-9100
Midtown Pharmacy	581 Kearny Avenue	Kearny	New Jersey	(201) 991-3454
Newark Pharmacy	635 Market Street Unit 1C	Newark	New Jersey	(973) 993-7510
Newport Pharmacy	165 Erie Street	Jersey City	New Jersey	(201) 963-1903
North Warren Pharmacy and Gift	155 Route 94	Blairstown	New Jersey	(908) 362-5156
Nosh Pharm Pharmacy & Holistic Care	336 Ryders Lane	Milltown	New Jersey	(732) 812-0000
Novecks Pharmacy	7823 BERGENLINE AVE	North Bergen	New Jersey	(201) 869-1235
Olssons Pharmacy	576 Lafayette Avenue	Hawthorne	New Jersey	(973) 427-1700
Palmyra Pharmacy	1 East Broad Street	Palmyra	New Jersey	(856) 786-1615
Paramount Drug	54 East Scott Street	Riverside	New Jersey	(856) 461-0953
Parlin Pharmacy	499 Ernston Road	Parlin	New Jersey	(732) 952-3022
Pascack Pharmacy	124 Broadway	Hillsdale	New Jersey	(201) 664-5500
Pennington Apothecary	6 North Main Street	Pennington	New Jersey	(609) 737-9297
PERFECT CARE PHARMACY	1727 JOHN F KENNEDY BLVD	Jersey City	New Jersey	(201) 984-2585



Pharmacy Town	1560 State Highway 35	Ocean	New Jersey	(732) 493-5100
Pharmacy Value	7012 Park Avenue	Guttenberg	New Jersey	(201) 662-7949
Plumsted Pharmacy	28 Brindletown Road	New Egypt	New Jersey	(609) 758-8829
Pompton Pharmacy	558 Newark - Pompton Turnpike	Pompton Plains	New Jersey	(973) 839-4200
Raritan Valley Pharmacy	1055 Route 202 North	Branchburg	New Jersey	(908) 429-5544
Reading Ridge Pharmacy	8 Reading Road, Suite 206	Flemington	New Jersey	(908) 782-7576
Reef Family Pharmacy	1037 S Route 9	Cape May Court House	New Jersey	(609) 465-0004
Richards Pharmacy	207 Broad Avenue	Palisades Park	New Jersey	(201) 944-0863
Riverview Pharmacy	2405 Hamburg Turnpike Suite C	Wayne	New Jersey	(973) 831-4080
Robinson Drug Shop	2 East Main Street	Mendham	New Jersey	(973) 543-2525
S. Reses Pharmacy	269 West White Horse Pike	Pomona	New Jersey	(609) 965-3600
Scott Drugs	701 Park Avenue	Plainfield	New Jersey	(908) 754-1600
Siegel's Pharmacy	1201 South Broad Street	Trenton	New Jersey	(609) 394-8111
Silverton Pharmacy	1824 Hooper Avenue	Toms River	New Jersey	(732) 255-3121
Skaff's Corner Pharmacy	1112 Saint Georges Avenue	Rahway	New Jersey	(732) 381-4144
Smith Brothers Drug	25 West Main Street	Maple Shade	New Jersey	(856) 779-8300
Springview Pharmacy	4 Elmwood Avenue	Irvington	New Jersey	(973) 372-1300
St Mark Pharmacy	875 Bergen Avenue	Jersey City	New Jersey	(201) 792-9881
St. Georges Family Pharmacy	332 W. St Georges Avenue	Linden	New Jersey	(908) 925-4567
St. Georges Specialty Pharmacy	521 North Wood Avenue	Linden	New Jersey	(908) 925-4566
Tiffany Natural Pharmacy	1115 South Avenue West	Westfield	New Jersey	(908) 233-2200
Trenton Avenue Pharmacy	3803 Ventnor Avenue	Atlantic City	New Jersey	(609) 345-8901
Twin City Pharmacy	1708 Park Avenue	South Plainfield	New Jersey	(908) 755-7696
Union Avenue Legend Pharmacy	433 West Union Avenue	Bound Brook	New Jersey	(732) 356-3113
Valley Pharmacy	75 Washington Valley Road	Bedminster	New Jersey	(908) 658-4900
Valley Pharmacy	791 Hamburg Turnpike	Wayne	New Jersey	(973) 832-7200
Value Mart Pharmacy	314 Main Street	Orange	New Jersey	(973) 676-0866
Van Houten Pharmacy	669 Van Houten Avenue	Clifton	New Jersey	(973) 779-1122
Village Pharmacy	1278 Yardville Allentown Rd	Allentown	New Jersey	(609) 259-2202
West Milford Pharmacy	1495 Union Valley Road	West Milford	New Jersey	(973) 728-1400
WestSide Pharmacy	215 North Hermitage Avenue Suite 9	Trenton	New Jersey	(609) 394-0600
Woodbury Family Pharmacy	160 North Broad Street	Woodbury	New Jersey	(856) 251-1900
Albuquerque City Drug	205 Silver Avenue SW Suite D	Albuquerque	New Mexico	(505) 705-3540
Del Norte Pharmacy of El Dorado	7 Caliente Road Unit A-2	Santa Fe	New Mexico	(505) 216-0665

Del Norte Pharmacy of Las Vegas	615 North Grand Avenue	Las Vegas	New Mexico	(505) 425-6241
Del Norte Pharmacy of Santa Fe	1691 Galisteo	Santa Fe	New Mexico	(505) 988-9797
Fairview Pharmacy	734 North Riverside Drive	Espanola	New Mexico	(505) 753-2209
Farmers Uptown Pharmacy	2800 North Main Street	Roswell	New Mexico	(575) 623-0830
Kare Drug - Aztec	100 Llano Street	Aztec	New Mexico	(505) 334-6411
Kare Drug #4	100 North Church Street, Suite A	Bloomfield	New Mexico	(505) 632-3324
La Tienda Pharmacy	1301 South Canal Street	Carlsbad	New Mexico	(575) 628-0637
Mesilla Valley Pharmacy & Consulting	100 Wyatt Drive Suite B	Las Cruces	New Mexico	(575) 323-2093
Nowell Pharmacy, LLC	122 West Adams	Lovington	New Mexico	(575) 396-4242
Pinon Family Pharmacy	2300 East 30th Street, Suite B-101	Farmington	New Mexico	(505) 327-4826
Roden-Smith Pharmacy	601 East Llano Estacado Boulevard Suite A	Clovis	New Mexico	(575) 762-3848
Route 66 Pharmacy	117 Camino de Vida, Suite 200	Santa Rosa	New Mexico	(575) 472-5666
Sierra Blanca Pharmacy	1206 Mechem Drive	Ruidoso	New Mexico	(575) 258-2456
Southwestern Medical Pharmacy	2402 West Pierce Street, Suite A-1	Carlsbad	New Mexico	(575) 887-6611
90th Street Pharmacy	1262 Madison Avenue	New York	New York	(212) 289-9168
AcariaHealth Pharmacy #12	5 Skyline Drive Suite 240	Hawthorne	New York	(800) 511-5144
Arrochar Pharmacy	121 McClean Avenue	Staten Island	New York	(718) 447-3117
Astoria Chemists	2501 30th Avenue	Astoria	New York	(718) 278-8300
Avenue C Pharmacy	178 Avenue C	New York	New York	(212) 228-0764
BDRN Pharmacy	13 James P Kelly Way Suite F	Middletown	New York	(845) 778-2620
Castle Hill Drugs Inc	674 Castle Hills Avenue	Bronx	New York	(718) 239-5400
Central Valley Pharmacy	228 Route 32, Suite 103	Central Valley	New York	(845) 928-1117
Charlie's Family Pharmacy	3931 Merrick Road	Seaford	New York	(516) 783-7979
Corona Pharmacy Inc	10409A Corona Avenue	Corona	New York	(718) 685-2388
Crystal Run Pharmacy	731 Route 211 East, Suite 108	Middletown	New York	(845) 692-7628
Dale Drug	531 West Merrick Road	Valley Stream	New York	(516) 561-1222
Dongan Hills Pharmacy	1560 Richmond Road	Staten Island	New York	(718) 667-7733
Drug Loft Pharmacy	1408 Madison Avenue	New York	New York	(212) 996-9499
Drug Shoppe Llc	2074 8th Ave	New York	New York	(212) 222-3652
Drug World	55 Chestnut Street	Cold Spring	New York	(845) 265-6352
ELTON PHARMACY	2992 FULTON ST	Brooklyn	New York	(718) 827-8943
Esther Pharmacy	71 South Broadway	Yonkers	New York	(914) 965-2661
Fleetwood Pharmacy	505 Gramatan Avenue	Mount Vernon	New York	(914) 665-5556
Franklin Pharmacy	9431 59th Avenue	Elmhurst	New York	(718) 592-7200

Franklin Square Pharmacy INC	925 Hempstead Turnpike	Franklin Square	New York	(516) 328-7777
Frederick Community Pharmacy	2450 Frederick Douglas Boulevard	New York	New York	(212) 690-5202
Gotham Pharmacy Inc	2258 3rd Avenue	New York	New York	(212) 289-7800
Harlem Rx	102 W 116th Street	New York	New York	(212) 666-8100
Hazard's Pharmacy	290 Main Street	Cornwall	New York	(845) 534-4345
Health Max Pharmacy	80-07 Jamaica Avenue	Woodhaven	New York	(718) 296-0400
Holbrook Pharmacy & Surgical	233 Union Avenue	Holbrook	New York	(631) 585-7092
Hudson Pharmacy	40 Spring Street	Ossining	New York	(914) 941-4476 Ext 121
Hylan Medicine Cabinet	1988 Hylan Boulevard	Staten Island	New York	(718) 667-4300
Ivan Pharmacy	691 Columbus Avenue	New York	New York	(212) 222-4400
J Drugs	1205 Avenue J	Brooklyn	New York	(718) 258-6686
J Drugs II	3402 Avenue N	Brooklyn	New York	(718) 258-5858
J RX Pharmacy	6515 Fresh Pond Road	Ridgewood	New York	(718) 366-0626
J.BIRDS,INC	855 Lexington Avenue	New York	New York	(212) 734-5678
K & K Pharmacy	187 Mill Street	Liberty	New York	(845) 292-3430
Kings Bay Chemists	3610 Nostrand Avenue	Brooklyn	New York	(718) 891-9300
Koblin's Pharmacy	96 Main Street	Nyack	New York	(845) 358-0688
Kruticks Pharmacy	589 Crescent Street	Brooklyn	New York	(718) 277-0573
Lafayette Pharmacy	330 Hillside Avenue	Williston Park	New York	(516) 746-0646
Laurelton Pharmacy	22412 Merrick Boulevard	Laurelton	New York	(718) 977-0700
Lenox Pharmacy	27 Lenox Avenue	New York	New York	(212) 678-9722
Lenox Terrace Drug	20 West 135th Street	New York	New York	(212) 234-2050
Levins Pharmacy	364 Long Beach Road	Oceanside	New York	(516) 766-2288
Lincoln Place Pharmacy	1135 Eastern Parkway	Brooklyn	New York	(718) 756-1717
Main Pharmacy	2350 86th Street	Brooklyn	New York	(718) 372-2144
Medi Center Pharmacy	1262 Boston Road	Bronx	New York	(347) 699-6006
Middletown Pharmacy	149 Wickham Avenue	Middletown	New York	(845) 342-5566
Naples Apothecary Inc	129 South Main Street	Naples	New York	(585) 374-5040
Nevins Drugs	326 Livingston Street	Brooklyn	New York	(718) 422-0100
New Age Pharmacy	2918 Avenue J	Brooklyn	New York	(718) 253-1700
New Ronson Drug	237 Utica Avenue	Brooklyn	New York	(718) 756-7401
Ocean Breeze Pharmacy	1817 Hylan Boulevard	Staten Island	New York	(718) 987-2525
Parkdale Pharmacy	945 Rosedale Road	Valley Stream	New York	(516) 791-6500
Pine Bush Pharmacy	46 MAIN STREET	Pine Bush	New York	(845) 744-4221
Pine Plains Pharmacy	2965 Church Street	Pine Plains	New York	(518) 398-5588
Prescription Center	296 Route 59	Tallman	New York	(845) 368-9700
Prescription Center of Ossining	162 Croton Avenue	Ossining	New York	(914) 941-1661
Queens Drugs & Surgical	146-14 Jamaica Avenue	Jamaica	New York	(718) 297-0099
Queens Drugs & Surgical	80-04 Baxter Avenue	Elmhurst	New York	(718) 457-0099

Resolution Rx Inc	11 East Main Street	Pawling	New York	(845) 855-4125
Ridgewood Pharmacy	389 Onderdonk Avenue	Ridgewood	New York	(718) 381-3622
Ridgewood Pharmacy II	6638 Grand Avenue	Maspeth	New York	(718) 424-8273
Rosebank Pharmacy	500 Tompkins Avenue	Staten Island	New York	(718) 727-0426
Rossi Pharmacy	1891 Eastern Parkway	Brooklyn	New York	(718) 346-2506
Saldo Drugs	384 Graham Avenue	Brooklyn	New York	(718) 389-8015
Schultz Pharmacy	150 West Railroad Avenue	Garnerville	New York	(845) 429-5075
Sound Shore Pharmacy - Retail	12 North 7th Avenue	Mt. Vernon	New York	(914) 371-1167
South Fulton Pharmacy Inc.	301 South Fulton Avenue	Mount Vernon	New York	(914) 667-7772
St. George Pharmacy	99 Stuyvesant Place	Staten Island	New York	(718) 447-0333
Stony Point Pharmacy	69 South Liberty Drive	Stony Point	New York	(845) 942-1373
Super Health Pharmacy	6390 Amboy Road	Staten Island	New York	(718) 967-4600
Tower Drugs	272-68 Grand Central Parkway	Floral Park	New York	(718) 631-9300
Triangle Pharmacy	119-01 Jamaica Avenue	Richmond Hill	New York	(718) 847-9850
TruCare Pharmacy	358 Route 202 North	Pomona	New York	(845) 364-5300
Upper Madison Drugs	1590 Madison Avenue	New York	New York	(212) 427-4382
Vanco Pharmacy	30 Vanderbilt Parkway	Commack	New York	(631) 499-1111
V-Care Pharmacy	59 East Eckerson Road	Spring Valley	New York	(845) 371-2018
Washingtonville Pharmacy	6 Depot Street Suite 105	Washingtonville	New York	(845) 496-8001
West Hempstead Pharmacy	490 Hempstead Avenue	West Hempstead	New York	(516) 292-6161
Adler Pharmacy	3806 A North Church Street	Greensboro	North Carolina	(336) 897-3810
Angier Family Pharmacy, LLC	50 East Depot Street	Angier	North Carolina	(919) 639-0155
Asheville Discount Pharmacy	76 Patton Avenue	Asheville	North Carolina	(828) 258-8511
Avery Pharmacy & Health Care	436 Hospital Drive	Linville	North Carolina	(828) 737-7476
B & B Pharmacy	462 Haywood Road	Asheville	North Carolina	(828) 252-2718
Banner Drug Co	3478 E BROAD STREET	STATESVILLE	North Carolina	(704) 878-6681
Banner Drug Downtown Statesville	307 North Center Street	Statesville	North Carolina	(704) 872-0880
Banner Drug of Harmony	111 West Memorial Highway	Harmony	North Carolina	(704) 546-5885
Banner Drug of Troutman	106 Wagner Street	Troutman	North Carolina	(704) 528-6611
Banner Elk Pharmacy	110 Park Avenue	Banner Elk	North Carolina	(828) 898-4271
Beach Pharmacy of Avon	41934 Highway 12	Avon	North Carolina	(252) 995-3811
Beach Pharmacy of Hatteras	57353 Highway 12, Tams Plaza	Hatteras	North Carolina	(252) 986-2400
Better Life Pharmacy	5621 Atlantic Avenue Suite 103	Raleigh	North Carolina	(919) 891-9555

Boone Drug and Health Care	345 Deerfield Road	Boone	North Carolina	(828) 264-3055
Boone Drug at Greenway	579 Greenway Road Suite 100	Boone	North Carolina	(828) 355-3350
Boone Drug at New Market	245 New Market Center	Boone	North Carolina	(828) 264-9144
Carroll Pharmacy	840 South Brightleaf Boulevard	Smithfield	North Carolina	(919) 934-7164
Center Pharmacy	101 Robeson Street, Suite 107	Fayetteville	North Carolina	(910) 615-1800
Coats Pharmacy Inc	393 North McKinley Street	Coats	North Carolina	(910) 897-8500
Crossroads Pharmacy	7605-B NC Highway 68 North	Oak Ridge	North Carolina	(336) 441-4041 Ext 1
D&D Pharmacy	2903 Central Avenue Suite A	Charlotte	North Carolina	(980) 272-6988
Dempsey's Drug	603 East Washington Street	LaGrange	North Carolina	(252) 582-3600
Drexel Discount Drug LLC	2728 Highway 70 East	Morganton	North Carolina	(828) 433-6777
DrugCare Pharmacy	132 Whitfield Street	Enfield	North Carolina	(252) 445-3414
East Burke Pharmacy, Inc.	300 Main Avenue West	Hildebran	North Carolina	(828) 397-3420
Eastover Drug	3591 Dunn Road	Eastover	North Carolina	(910) 483-4555
Family Pharmacy	2124 Fayetteville Road Suite E	Rockingham	North Carolina	(910) 895-7775
Fayetteville Drugs	1706 Owen Drive	Fayetteville	North Carolina	(910) 568-3488
Galloway Sands Pharmacy	58 Physicians Dr, Ste 5	Supply	North Carolina	(910) 754-7200
Galloway-Sands Pharmacy #2	1513 N. Howe Street, Suite 8	Southport	North Carolina	(910) 454-9090
Gates Pharmacy	364 North South Street	Mount Airy	North Carolina	(336) 789-5050
Gibsonville Pharmacy	220 Burlington Avenue	Gibsonville	North Carolina	(336) 449-5501
Guys Family Pharmacy Inc	817 Randolph Street	Thomasville	North Carolina	(336) 476-5632
Halsey Drug Company	55 South Main Street	Sparta	North Carolina	(336) 372-5599
Hardins Drug	720 South Church Street	Forest City	North Carolina	(828) 245-7274
Hardin's Drug #2	1281 U.S. Highway 221-A	Forest City	North Carolina	(828) 657-5353
Haw River Pharmacy LLC	740 East Main Street	Haw River	North Carolina	(336) 578-0202
Health Park Pharmacy	8300 Health Park Suite 227	Raleigh	North Carolina	(919) 847-7645
Healthridge Pharmacy	3130 US 70 Highway	Black Mountain	North Carolina	(828) 669-9970
Hersey Pharmacy	4711 Hope Valley Road	Durham	North Carolina	(919) 346-4008
Hogan's Pharmacy	815 West Front Street	Lillington	North Carolina	(910) 893-4544
Hoke Pharmacy	300 Medical Pavilion Drive Suite 100	Raeford	North Carolina	(910) 904-8700
Holly Springs Pharmacy	648 Holly Springs Road	Holly Springs	North Carolina	(919) 346-6689
Hospital Drive Pharmacy	409 Altapass Road	Spruce Pine	North Carolina	(828) 765-2025
Island Pharmacy	210 South Highway 64	Manteo	North Carolina	(252) 473-5801
Island Pharmacy	2181-A Old Mountain Road	Statesville	North Carolina	(704) 873-0000

Jefferson Drug Store	418 East Main Street	Jefferson	North Carolina	(336) 246-9492
Josef's Pharmacy	3421 North Roxboro Street	Durham	North Carolina	(919) 680-1540
Josefs Pharmacy-New Bern Ave	2100 New Bern Avenue	Raleigh	North Carolina	(919) 212-2555
Kim's Pharmacy	479 Dellwood Rd	Waynesville	North Carolina	(828) 452-2313
King's Pharmacy	16 Wayne Brooks Lane	Hayesville	North Carolina	(828) 516-9950
King's Pharmacy	30 Peachtree Street	Murphy	North Carolina	(828) 837-7474
Kinston Clinic North Pharmacy	701 Doctors Drive, Suite P	Kinston	North Carolina	(252) 523-3187
LAKESIDE PHARMACY	9615 SHERRILL ESTATES ROAD SUITE B	HUNTERSVILLE	North Carolina	(980) 441-8600
Lakeside Specialty Pharmacy	480 River Highway, Suite A	Mooresville	North Carolina	(704) 360-2029
Mabrys Drug Store	41 West Main Street	Hamlet	North Carolina	(910) 582-1776
Madison Pharmacy and Homecare	125 West Murphy Street	Madison	North Carolina	(336) 548-0049
Main Street Pharmacy	213 West Main Street Suite A	Durham	North Carolina	(919) 688-1368
Market Street Pharmacy	1612 Market Street	Wilmington	North Carolina	(910) 763-0845
Mast Family Drug	418 Dabney Drive	Henderson	North Carolina	(252) 438-4158
Mast Pharmacy	307 West Boulevard	Williamston	North Carolina	(252) 792-1015
McDowell's Pharmacy	1004 Main Street	Scotland Neck	North Carolina	(252) 826-4137
Medical Village Pharmacy	517 Lauchwood Road	Laurinburg	North Carolina	(910) 276-1154
Medicine Center	1402 West Cumberland Street	Dunn	North Carolina	(910) 892-1176
Moose Drug Company	8374 West Franklin Street	Mount Pleasant	North Carolina	(704) 436-9613
Moose Pharmacy of Kannapolis	1113 North Main Street	Kannapolis	North Carolina	(704) 932-9111
Moose Pharmacy of Locust	1750 West Main Street	Locust	North Carolina	(704) 888-2114
Moose Pharmacy of Monroe	215 East Jefferson Street	Monroe	North Carolina	(704) 283-8131
Moose Pharmacy of Mt. Holly	125 West Central Avenue	Mount Holly	North Carolina	(704) 827-2211
Moose Pharmacy of Salisbury	1408 West Innes Street	Salisbury	North Carolina	(704) 636-6340
Moose Professional Pharmacy	270 Copperfield Boulevard Suite 101	Concord	North Carolina	(704) 784-9613
North Main Pharmacy	901 North Main Street	Mount Airy	North Carolina	(336) 756-7855
North Village Pharmacy	1493 North Main Street	Yanceyville	North Carolina	(336) 694-4104
Old Main Pharmacy	407 West 3rd Street	Pembroke	North Carolina	(910) 521-5600
Pike's Pharmacy Inc	2133 Shamrock Drive	Charlotte	North Carolina	(704) 563-2286
Prescriptions Plus	703-1 East King Street	Kings Mountain	North Carolina	(704) 739-4519
Prescriptions Plus	1614 West Franklin Boulevard	Gastonia	North Carolina	(704) 867-3518
Price Pharmacy	110 East Bank Street	Granite Quarry	North Carolina	(704) 279-2579
Price Pharmacy	422 North Highway 29	China Grove	North Carolina	(704) 856-2579

Professional Pharmacy	140 Roxboro Road	Oxford	North Carolina	(919) 693-8555
PSA Clinic Pharmacy	2294 US Highway 70	Swannanoa	North Carolina	(828) 686-3804
QwikMed Pharmacy	204 Westwood Shopping Center	Fayetteville	North Carolina	(910) 676-7570
Red Springs Old Main	300 South Main Street	Red Springs	North Carolina	(910) 227-2425
Rocky Point Pavilion Pharmacy	7910 US Highway 117 Suite 110	Rocky Point	North Carolina	(910) 210-2030
Rowland Old Main Pharmacy	101 South Bond Street	Rowland	North Carolina	(910) 422-3774
Scotland Drug Company	140 South Main Street	Laurinburg	North Carolina	(910) 276-3001
Seashore Drugs	10227 Beach Drive Southwest	Calabash	North Carolina	(910) 579-3200
Spears Pharmacy	405 Becker Drive	Roanoke Rapids	North Carolina	(252) 537-1146
Stedman Drug Center	7445 Clinton Road	Stedman	North Carolina	(910) 323-4555
Sunshine Family Pharmacy	1187 Duck Road	Duck	North Carolina	(252) 715-0170
Tar Heel Drug	316 South Main Street	Graham	North Carolina	(336) 227-2093
The Drug Store	104 North Henry Street	Stoneville	North Carolina	(336) 573-2200
The Pavilion Pharmacy	6387 Ramsey Street, Suite 130	Fayetteville	North Carolina	(910) 615-3900
Thomas Drug Store	609 East Cumberland Street	Dunn	North Carolina	(910) 892-2114
Thomas Drugs	7917 Oak Island Drive	Oak Island	North Carolina	(910) 278-6050
Thomas Drugs	4750 Main Street	Shalotte	North Carolina	(910) 754-4720
Thorne Drug Company	2900 North Main Street	Tarboro	North Carolina	(252) 823-5655
Valley Pharmacy	1638 Owen Drive	Fayetteville	North Carolina	(910) 615-7895
Village Pharmacy	108 South Main Street	Robersonville	North Carolina	(252) 795-3130
Village Pharmacy	5106 Highway 87 South, Suite 100	Fayetteville	North Carolina	(910) 483-3466
Village Pharmacy	14057 US Highway 17 Suite 100	Hampstead	North Carolina	(910) 319-6050
Warrensville Drug Store	5121 North Carolina Highway 88 West	Warrensville	North Carolina	(336) 384-3900
Wayne's Pharmacy	2302 Wayne Memorial Drive	Goldsboro	North Carolina	(919) 735-4034
Your Pharmacy of Lexington	100 West Third Street	Lexington	North Carolina	(336) 249-0322
Bismarck Pharmacy	1325 57th Avenue NorthEast	Bismarck	North Dakota	(701) 415-7013
Hankinson Drug	323 Main Avenue S	Hankinson	North Dakota	(701) 242-7414
PHI Pharmacy	KAGMAN COMMERCIAL BLDG	Saipan	Northern Mariana Islands	(670) 256-0131
PHI Pharmacy #2	1 South Dandan Joeten Commercial Center	Saipan	Northern Mariana Islands	(670) 235-6170
PHI PHARMACY GARAPAN	BRI BUILDING, SUITE 105	SAIPAN	Northern Mariana Islands	(670) 323-5000
A&B Sunset Pharmacy	4201 Sunset Boulevard	Steubenville	Ohio	(740) 264-5711

Adrien Pharmacy	7023 Miami Avenue	Cincinnati	Ohio	(513) 561-7700
Antwerp Pharmacy	109 South Main Street	Antwerp	Ohio	(419) 258-2068
Aries Pharmacy	8200 State Route 366	Russells Point	Ohio	(937) 843-3700
Arlington Pharmacy	106 North Main Street	Arlington	Ohio	(419) 365-5202
Barr's Pharmacy	28 West Main	Xenia	Ohio	(937) 347-1200
Barr's Pharmacy of Blanchester	601 West Main Street	Blanchester	Ohio	(614) 562-6893
Brewster Family Pharmacy	360 North Wabash Avenue	Brewster	Ohio	(330) 767-3436
Buckeye Pharmacy	15549 State Route 170 Suite 1	East Liverpool	Ohio	(330) 382-7726
C & R Pharmacy	204 North Detroit Street	West Liberty	Ohio	(937) 650-3333
Camden Village Pharmacy	75 West Central Avenue	Camden	Ohio	(937) 452-1263
Carlisle Pharmacy	771 Central Avenue	Carlisle	Ohio	(937) 806-8470
Church Square Pharmacy	7905 Euclid Avenue	Cleveland	Ohio	(216) 721-1772
Clark Low Cost Pharmacy	3107 Clark Avenue	Cleveland	Ohio	(216) 651-8685
Cleveland Lowcost Pharmacy	14529 Puritas Avenue	Cleveland	Ohio	(216) 476-1400
Colonial Pharmacy	1915 North Cleveland- Massillon Road	Bath	Ohio	(330) 666-3569
Corner Pharmacy	102 West Main Street	Barnesville	Ohio	(740) 425-2651
Cornersburg Family Discount Drug	3307 Canfield Road	Youngstown	Ohio	(330) 792-7654
Davies Pharmacy #1	2915 West Tuscarawas Street	Canton	Ohio	(330) 454-5151
Day's Miami Heights Pharmacy	7567 Bridgetown Road	Cincinnati	Ohio	(513) 941-4011
Diamond Pharmacy	503 Cadiz Road	Wintersville	Ohio	(740) 264-6500
Downtown Drug of Hillsboro	119 South High Street	Hillsboro	Ohio	(937) 840-0136
Erie Drug	4502 Lewis Avenue	Toledo	Ohio	(419) 476-4322
Ernie's Pharmacy	54 West High Street Suite A	London	Ohio	(740) 852-5131
Fulton Drugs	1657 25th Street Northwest	Canton	Ohio	(330) 456-2476
Garfield Lowcost Pharmacy	5050 Turney Road	Garfield Heights	Ohio	(216) 510-5649
Garrettsville Family Pharmacy	8295 Windham Street	Garrettsville	Ohio	(330) 527-4349
Gerdes Pharmacy	245 Main Street	Conneaut	Ohio	(440) 593-2578
Happy Druggist	26 South Main Street	Mechanicsburg	Ohio	(937) 834-2270
Happy Druggist Pharmacy - KR	5770 Karl Road	Columbus	Ohio	(614) 847-3784
Happy Druggist Pharmacy - WJD	487 West Main Street	West Jefferson	Ohio	(614) 879-8500
Harry's Pharmacy	930 Sheriden Drive Suite C	Carey	Ohio	(419) 396-7977



HealingSprings Pharmacy	2449 Ross Millville Road, Suite 185	Hamilton	Ohio	(513) 863-8000
Henderson Pharmacy Services	186 West Main Street	Chillicothe	Ohio	(740) 702-1181
Herche Bloor Pharmacy	104 East 5th Street	East Liverpool	Ohio	(330) 385-0825
Hicksville Pharmacy and Home Medical	116 East High Street	Hicksville	Ohio	(419) 542-6218
Hoffmans Pharmacy	2323 Lake Avenue	Ashtabula	Ohio	(440) 992-3000
Holzer Family Pharmacy	90 Jackson Pike	Gallipolis	Ohio	(740) 446-5236
Holzer Family Pharmacy	280 Pattonville Road	Jackson	Ohio	(740) 395-8870
Holzer Family Pharmacy Athens	2131 East State Street	Athens	Ohio	(740) 589-3181
Home Town Pharmacy	3899 Indian Ripple Road Suite A	Beavercreek	Ohio	(937) 320-1500
Hursh Bellville Drug	86 Main Street	Bellville	Ohio	(419) 886-2561
Hursh Drugs	90 North Diamond Street	Mansfield	Ohio	(419) 524-0521
IHS Pharmacy-Jamestown	4940 Cottonville Road	Jamestown	Ohio	(937) 675-6500
Kahler Pharmacy	1941 Airport Highway	Toledo	Ohio	(419) 382-2911
Knisley Pharmacy	2535 Western Avenue	Chillicothe	Ohio	(740) 779-6226
Koehler Drug	136 North Sandusky	Upper Sandusky	Ohio	(419) 294-1916
Kratzer's Hometown Pharmacy	179 West Locust Street	Wilmington	Ohio	(937) 382-0081
Kratzer's Hometown Pharmacy Lynchburg	211 S Main St	Lynchburg	Ohio	(937) 579-0212
Kratzer's Hometown Pharmacy Maineville	6647 South State Route 48	Maineville	Ohio	(513) 880-0023
Kratzer's Hometown Pharmacy Middletown	711 South Breiel boulevard	Middletown	Ohio	(513) 217-6222
Marty's Family Discount Drug	2249 Lisbon Street	East Liverpool	Ohio	(330) 386-5521
McFadden Pharmacy	115 East Main Street	Bainbridge	Ohio	(740) 634-3231
Medicine And More	100 Fort Jefferson Avenue	Greenville	Ohio	(937) 547-1642
Medicine Center of Canton	2526 West Tuscarawas Street	Canton	Ohio	(330) 455-5422
Medicine Center Pharmacy	251 East Street	Minerva	Ohio	(330) 868-6200
Medicine Center Pharmacy	700 West Main Street	Louisville	Ohio	(330) 875-5525
Medicine Center Pharmacy	551 West High Avenue	New Philadelphia	Ohio	(330) 339-4466
Miller's Pharmacy & Gifts	101 South Broad Street	Kalida	Ohio	(419) 532-3489
Monroe Pharmacy	4122 Monroe Street	Toledo	Ohio	(419) 473-1531
Morristown Pharmacy	66840 Belmont-Morristown Rd	Belmont	Ohio	(740) 782-1230
My Pharmacy	932 East Sandusky Avenue	Bellefontaine	Ohio	(937) 292-7902
Newton Falls Pharmacy	37 Ridge Road	Newton Falls	Ohio	(330) 872-6400

Okuley's Pharmacy	102 South Main Street	Continental	Ohio	(419) 596-3898
Plain City Druggist	480 South Jefferson Avenue	Plain City	Ohio	(614) 873-0880
Prospect Pharmacy	171 South Main Street	Prospect	Ohio	(740) 494-2663
Richwood Pharmacy	24 West Ottawa Street	Richwood	Ohio	(740) 943-2233
Rings Pharmacy	221 West Main Street	Montpelier	Ohio	(419) 485-5115
Sand Run Pharmacy	40 Sand Run Road	Akron	Ohio	(330) 864-2138
Save Rite Pharmacy	3235 Belmont Street	Bellaire	Ohio	(740) 676-3433
Schwieterman Pharmacy	324 North Main Street	Minster	Ohio	(419) 628-2305
Schwieterman Pharmacy	1302 Defiance Street	Wapakoneta	Ohio	(419) 738-5959
Schwieterman Pharmacy	404 West North Street	Coldwater	Ohio	(419) 678-3435
Schwieterman Pharmacy	2 North Washington Street	New Bremen	Ohio	(419) 629-2336
Schwieterman Pharmacy	1052 East Spring Street	St. Marys	Ohio	(419) 394-3219
Scriptshop Pharmacy	4254 Erie Avenue Southwest	Navarre	Ohio	(330) 879-5626
Sheliga Drug	6025 St. Clair Avenue	Cleveland	Ohio	(216) 431-1035
Speidels Medical Arts Pharmacy	6693 North Chestnut Street	Ravenna	Ohio	(330) 296-6014
St. Elizabeth's Pharmacy	1 Elizabeth Place Suite 1015	Dayton	Ohio	(937) 424-4599
St. Luke's Lowcost Pharmacy	11201 Shaker Boulevard Suite 126	Cleveland	Ohio	(216) 795-4000
Stewart's Pharmacy	1013 Jefferson Street	Greenfield	Ohio	(937) 981-3245
Swisher & Lohse Pharmacy	636 East Main Street	Pomeroy	Ohio	(740) 992-2955
The Drug Store of Perrysburg	580 Craig Drive Unit 12	Perrysburg	Ohio	(419) 873-9100
The Drugstore at O'Bleness	75 Hospital Drive, Suite 130	Athens	Ohio	(740) 566-4690
Town Drug	12459 East US Route 22 3	Sabina	Ohio	(937) 584-2424
TOWNE PHARMACY	283 Cline Ave	Mansfield	Ohio	(419) 756-6032
Towne Pharmacy	849 Smith Road	Ashland	Ohio	(419) 281-4040
Uptown Pharmacy	23 North State Street	Westerville	Ohio	(614) 882-2392
Valley View Pharmacy	11141 State Route 800 Northeast	Magnolia	Ohio	(330) 866-3380
Wexler's Lake Milton Pharmacy	17674 Mahoning Avenue	Lake Milton	Ohio	(330) 654-3792
Windham Pharmacy	9650 East Center Street	Windham	Ohio	(330) 326-3851
Zeigler Pharmacy	159 West Main Street	Wilmington	Ohio	(937) 382-0921
Broken Arrow Family Drug	3359 South Elm Place	Broken Arrow	Oklahoma	(918) 451-3784
Broken Arrow Family Drug North	1030 East Lansing Street	Broken Arrow	Oklahoma	(918) 251-3784
Downtown Pharmacy	219 Dewey Avenue	Poteau	Oklahoma	(918) 647-2113
Ernie's Pharmacy and Health Center	410 SOUTH 32ND STREET	Muskogee	Oklahoma	(918) 683-0611

Fikes Pharmacy	101 East Second	Grandfield	Oklahoma	(580) 479-5696
Harrison Discount Pharmacy	1442 North Harrison	Shawnee	Oklahoma	(405) 273-9906
Heads Pharmacy	501 North West H	Stigler	Oklahoma	(918) 967-8877
Lakeside Pharmacy	605 North Main Street	Eufaula	Oklahoma	(918) 689-9940
Main Street Drug	225 West Main	Wilburton	Oklahoma	(918) 465-9300
Reed Family Pharmacy	814 West Broadway	Ardmore	Oklahoma	(580) 223-7636
Reids Pharmacy	206 South Ash	Nowata	Oklahoma	(918) 273-0433
Rogers Drug Company	326 East Cherokee Street	Wagoner	Oklahoma	(918) 485-2317
Sooner Pharmacy of Oklahoma LLC	815 West Broadway Street	Sulphur	Oklahoma	(580) 622-2200
Stroud Drug	406 West Main	Stroud	Oklahoma	(918) 968-2323
Thrifty Pharmacy	10904 - L.N. May Avenue	Oklahoma City	Oklahoma	(405) 751-2852
Thrifty Pharmacy-Edmond	230 South Santa Fe Avenue	Edmond	Oklahoma	(405) 715-4405
United Discount Pharmacy #2	5420 N Portland	Oklahoma City	Oklahoma	(405) 947-6828
Westminster Family Drug	10911 Northeast 23rd Street	Nicoma Park	Oklahoma	(405) 769-8585
Ashland Drug	53 North Second Street	Ashland	Oregon	(541) 482-3366
Bowman's Hillsdale Pharmacy	6256 Southwest Capitol Highway	Portland	Oregon	(503) 244-7582
Broadway Pharmacy	2790 Broadway Avenue	North Bend	Oregon	(541) 449-9190
Gold Hill Pharmacy	808 Second Avenue	Gold Hill	Oregon	(541) 855-1544
Gordon's Pharmacy and Gifts	314 S. Main Street	Canyonville	Oregon	(541) 839-4452
Harrisburg Pharmacy	230 North 3rd Street Suite 106	Harrisburg	Oregon	(541) 995-9711
Lone Pine Drug	3528 Lone Pine Road #2	Medford	Oregon	(541) 973-2367
Malheur Drug	198 A Street West	Vale	Oregon	(541) 473-3333
Sempert's Drug	735 Spruce Street	Myrtle Point	Oregon	(541) 572-5010
Stayton Pharmacy	102 Martin Drive, Suite A	Stayton	Oregon	(503) 769-2616
Abington Pharmacy	1460 Old York Road	Abington	Pennsylvania	(215) 884-2767
Adams-Cumberland Pharmacy	3463 Biglerville Road	Biglerville	Pennsylvania	(717) 486-8606
ALBERTS PHARMACY INC.	201 South Main Street Suite 2	Pittston	Pennsylvania	(570) 299-5150
Alexa Pharmacy	919 Tyson Avenue	Philadelphia	Pennsylvania	(215) 437-7573
Andrew Browns Drug Store Inc	1502 Pittston Avenue	Scranton	Pennsylvania	(570) 346-7319
Appleby Drug Store	133 E Shirley St	Mount Union	Pennsylvania	(814) 542-4412
Asti's South Hills Pharmacy	250 Mt Lebanon Boulevard	Pittsburgh	Pennsylvania	(412) 561-2347
Bechtels Pharmacy	302 Main Street	Slatington	Pennsylvania	(610) 767-4121
Bell Pharmacy	2045 Fairview Avenue	Easton	Pennsylvania	(610) 258-2311
Big Spring Pharmacy	91 South High Street	Newville	Pennsylvania	(717) 776-0288
Boothwyn Pharmacy	221 Gale Lane	Kenneth Square	Pennsylvania	(800) 476-7496

Brandywine Pharmacy	2503 Conestoga Avenue	Honey Brook	Pennsylvania	(610) 273-3900
Brundages Waymart Pharmacy	238 Belmont Street	Waymart	Pennsylvania	(570) 488-7979
Care Options Rx LLC	940 Oak Oval	Mechanicsburg	Pennsylvania	(717) 796-3611
Charlie's Pharmacy	2235 Veterans Highway	Levittown	Pennsylvania	(215) 269-7000
Custom Care Pharmacy	57 South Front Street	Milton	Pennsylvania	(570) 246-5700
Davis Pharmacy	4523 Baltimore Avenue	Philadelphia	Pennsylvania	(215) 222-3349
Deluxe Pharmacy	8749 Frankford Avenue	Philadelphia	Pennsylvania	(215) 941-7689
Dougs Family Pharmacy	101 Darby Square	Elverson	Pennsylvania	(610) 286-0496
Ellis Prescription Pharmacy	2441 West Brown Street	Philadelphia	Pennsylvania	(215) 765-1903
Esterbrook Pharmacy	301 South 7th Avenue, Suite 145	West Reading	Pennsylvania	(610) 376-6542
Express Care Pharmacy	1727 West Liberty Street Unit 2	Allentown	Pennsylvania	(610) 351-2273
Exton Pharmacy at Marchwood	1 Marchwood Road	Exton	Pennsylvania	(610) 363-9444
Famcare Pharmacy	1429 Burgettstown Plaza	Burgettstown	Pennsylvania	(724) 947-7000
Family Pharmacy of Archbald	4 Kelly St # 1 Kennedy Plaza	Archbald	Pennsylvania	(570) 876-3312
Family Pharmacy of Carbondale Inc	70 North Church Street	Carbondale	Pennsylvania	(570) 281-6300
Family Pharmacy of Jessup	128 Constitution Avenue	Jessup	Pennsylvania	(570) 383-7311
Family Pharmacy of Olyphant	110 Delaware Avenue	Olyphant	Pennsylvania	(570) 487-4447
Family Prescription Counter	335 Main Street	Duryea	Pennsylvania	(570) 457-6789
First National Pharmacy	143 North First Street	Lehighton	Pennsylvania	(610) 377-0450
Ganse Apothecary Retail	355 West King Street	Lancaster	Pennsylvania	(717) 394-5671
Gateway Pharmacy	165 Nutt Road	Phoenixville	Pennsylvania	(610) 933-2609
Gaughns Drug Store	348 Pennsylvania Avenue West	Warren	Pennsylvania	(814) 723-2840
Harris Pharmacy	511 East Street	Doylestown	Pennsylvania	(215) 345-4800
Heights Terrace Pharmacy	475 South Poplar Street	Hazleton	Pennsylvania	(570) 454-8748
Holly Pharmacy	31 North Baltimore Avenue	Mt. Holly Springs	Pennsylvania	(717) 486-5321
Hopkins Pharmacy	7700 Ridge Avenue	Philadelphia	Pennsylvania	(215) 483-0900
Horsham Square Pharmacy	575 Horsham Road Unit C20	Horsham	Pennsylvania	(215) 674-5050
Katz Pharmacy	2 East Eagle Road	Havertown	Pennsylvania	(610) 446-4040
Lifestream Pharmacy	847 EASTON ROAD SUITE 2775	WARRINGTON	Pennsylvania	(215) 491-0999
Lords Valley Village Pharmacy Inc	658 Route 739, Suite 5	Hawley	Pennsylvania	(570) 775-9555
Marcus Hook Pharmacy	46 East 10th Street	Marcus Hook	Pennsylvania	(610) 485-7750
Marple Pharmacy	2070 Sproul Road	Broomall	Pennsylvania	(610) 356-6491

Mauch Chunk Pharmacy	1204 North Street	Jim Thorpe	Pennsylvania	(570) 325-5020
Max-Well Pharmacy Services	375 West Street Road	Warminster	Pennsylvania	(215) 956-9280
Medmart Pharmacy	2618-A Memorial Boulevard	Connellsville	Pennsylvania	(724) 628-7500
Morrison's Pharmacy	6113 Ridge Avenue	Philadelphia	Pennsylvania	(215) 482-2697
Neighborhood Pharmacy	5701 Chestnut Street	Philadelphia	Pennsylvania	(215) 307-3609
Newhard Pharmacy	1001 Main Street	Northampton	Pennsylvania	(610) 262-6721
Paoli Pharmacy Inc	1564 East Lancaster Avenue	Paoli	Pennsylvania	(610) 644-3880
Parvin's Pharmacy	30 North Bryn Mawr Avenue	Bryn Mawr	Pennsylvania	(610) 525-0443
Pepper Pharmacy	195-197 East Plumstead Avenue	Lansdowne	Pennsylvania	(610) 626-4941
Port Allegany Pharmacy	54-56 North Main Street	Port Allegany	Pennsylvania	(814) 642-2871
Porter's Prescription Pharmacy	935 Beaver Grade Road	Coraopolis	Pennsylvania	(412) 264-2230
Professional Pharmacy of Pennsburg/Red Hill	931 Main Street	Pennsburg	Pennsylvania	(215) 679-9700
Quality Care Pharmacy	1 Sprint Drive	Carlisle	Pennsylvania	(717) 249-5691
Quik-Stop Pharmacy	3506 East Lincoln Highway	Thorndale	Pennsylvania	(610) 384-6100
Rann Pharmacy	377 Main Street	Harleysville	Pennsylvania	(215) 256-4146
Red Cross Pharmacy	420 Main Street	Forest City	Pennsylvania	(570) 785-5400
Riccio Family Pharmacy	2217 Bristol Pike, Suite 2	Bensalem	Pennsylvania	(215) 639-6680
Rios Pharmacy	35 South Morton Avenue	Morton	Pennsylvania	(610) 543-1858
RiteChoice Pharmacy at 11th Street	850 North 11th Street Floor 1 Room 148	Philadelphia	Pennsylvania	(215) 769-2155
Robert T Henry Pharmacy	54 East King Street	Shippensburg	Pennsylvania	(717) 532-5812
Shafer's Pharmacy	11 Center Street	Tamaqua	Pennsylvania	(570) 668-0290
Sheehans Pharmacy	79 East Carey Street	Plains	Pennsylvania	(570) 823-3151
Smith's Pharmacy	841 East Hunting Park Avenue	Philadelphia	Pennsylvania	(215) 537-3000
Smith's Pharmacy	133 West Hunting Park Avenue Suite 200	Philadelphia	Pennsylvania	(215) 324-5100
Southern Chester County Pharmacy	1011 West Baltimore Pike Suite 109	West Grove	Pennsylvania	(610) 869-3200
Springfield Pharmacy	1154 Baltimore Pike	Springfield	Pennsylvania	(610) 544-4645
St. Clare Pharmacy	1203 Langhorne Newtown Road	Langhorne	Pennsylvania	(215) 710-7427
Standard Drug Store	322 South Hancock Street	McAdoo	Pennsylvania	(570) 929-1130
Stephens Pharmacy	1101 Main Street	Honesdale	Pennsylvania	(570) 253-7770
Summit Health Pharmacy Inc	3400 Edgmont Avenue	Brookhaven	Pennsylvania	(610) 872-5418
Upper Darby Pharmacy	119 Long Lane	Upper Darby	Pennsylvania	(610) 352-3010
Village Pharmacy at Spring House	1121 North Bethlehem Pike, Suite 40	Spring House	Pennsylvania	(215) 646-1691
West Perry Pharmacy	1102 Montour Road	Loysville	Pennsylvania	(717) 789-3093

West Reading Drug Store	538 Penn Avenue	West Reading	Pennsylvania	(610) 375-4366
Westbrook Park Pharmacy	244 West Baltimore	Clifton Heights	Pennsylvania	(610) 626-2949
Woodlyn Pharmacy	1301 Jefferson Avenue	Woodlyn	Pennsylvania	(610) 833-5600
Yorke Pharmacy	5524 New Falls Road	Levittown	Pennsylvania	(215) 945-5700
Farmacia Borinquen Towers	1484 AVE FD ROOSEVELT STE 19	San Juan	Puerto Rico	(787) 783-4510
Farmacia Caribe	Carr #3KM 26.3	Rio Grande	Puerto Rico	(787) 888-1888
Farmacia Caribe	Centro Comercial Villas De Rio Grande	Rio Grande	Puerto Rico	(787) 887-3060
Farmacia Caribe II	Calle K #HH17Y18, URB Alturas De Rio Grande	Rio Grande	Puerto Rico	(787) 887-4444
Farmacia Caridad #1	2nd Nivel Plaza Del Carmen Mall	Caguas	Puerto Rico	(787) 787-7733
Farmacia Caridad #2	Urb. Los Angeles, Ave Las Flores WD-22	Carolina	Puerto Rico	(787) 787-7733
Farmacia Caridad #3	Centro Comercial, Plaza Las Vegas	Vega Baja	Puerto Rico	(787) 778-3399
Farmacia Caridad #4	Bo. Hato Tejas, Car. 862 Km 1.9 Bayamon	Bayamon	Puerto Rico	(787) 778-3399
Farmacia Caridad #5	UR. Villa Carolina #21, Calle 615 Bloque 297	Carolina	Puerto Rico	(787) 752-9644
Farmacia Caridad #6	Victory Shopping Center, PR-167 KM 2.6	Bayamon	Puerto Rico	(787) 740-4000
Farmacia Caridad #7	Camino Alejandrino, Carr. 838 Km 3.4, Bo. Monacillos	San Juan	Puerto Rico	(787) 740-7000
Farmacia Carraizo	Carretera 844 KM 5.6	Trujillo Alto	Puerto Rico	(787) 760-2650
Farmacia De Todos	Calle San Jose #4	Gurabo	Puerto Rico	(787) 737-3355
Farmacia Diaz	Carretera 152 KM 2.8	Barranquitas	Puerto Rico	(787) 857-7954
Farmacia Farmahorros	Local 101 Centro Comercial Villa Del Carmen	Cidra	Puerto Rico	(787) 739-3522
Farmacia Fatima	Ave Domenech #224	San Juan	Puerto Rico	(787) 753-0794
Farmacia Guayabal	Carr. 149 K 63.8, Bo. Guayabal	Juana Diaz	Puerto Rico	(787) 837-5445
Farmacia Guayabal #2	Carr. #1 KM 113.60 Bo Cintrona	Juana Diaz	Puerto Rico	(787) 260-3804
Farmacia Ivette	Ave Esmeralda Centro, Com Ponce De Leon	Guaynabo	Puerto Rico	(787) 720-4035
Farmacia La Candelaria	Calle Concordia #4 Bajos	Lajas	Puerto Rico	(787) 899-1585
Farmacia La Concepcion	Comercio #9	Yauco	Puerto Rico	(787) 856-0233
Farmacia Los Maestros	Calle Muniz Souffront #459, Urb. Los Maestros	San Juan	Puerto Rico	(787) 765-8811
Farmacia Luis #4	1501 Ponce De Leon	Santurce	Puerto Rico	(787) 722-1590
Farmacia Magda	UU48 CALLE 37 Santa Juanita	Bayamon	Puerto Rico	(787) 786-0755
Farmacia Martin	Calle Ruiz Belvis # 22	San German	Puerto Rico	(787) 892-1122
Farmacia Monte Verde	Carr 174 KM 10.2 La Morenita, Guaraguao	Bayamon	Puerto Rico	(787) 780-7383

Farmacia Nueva	Calle Munoz Rivera #16	Camuy	Puerto Rico	(787) 820-6892
Farmacia Orocovis	Calle 4 de Julio #17	Orocovis	Puerto Rico	(787) 867-2450
Farmacia Profesional	22 Barbosa St	Adjuntas	Puerto Rico	(787) 829-3305
Farmacia Quinonez	418 Munoz Rivera Street	Penuelas	Puerto Rico	(787) 836-1042
Farmacia Sagrado Corazon	Edificio Dora Paganelli Avenida Vicente Quilinchini Local C	Sabana Grande	Puerto Rico	(787) 873-7676
Farmacia San Agustin	#9 Calle Concepcion Sutie#2 Esq Calle Sol	San German	Puerto Rico	(787) 892-1164
Farmacia San Carlos	Urb San Carlos Calle A #3	Aguadilla	Puerto Rico	(787) 891-1830
Farmacia San Rafael	Calle San Justo 165	Quebradillas	Puerto Rico	(787) 895-2121
Farmacia SiempreAbierta	370 Domenech Ave	San Juan	Puerto Rico	(787) 764-3360
FARMACIA SUGGEILY	4 7 CALLE 4 BO BELGICA	GUANICA	Puerto Rico	(787) 821-1105
Farmacia Villas De Castro	Urb Villas De Castro, Calle 2 A-18	Caguas	Puerto Rico	(787) 746-0962
Genesis Pharmacy	Carretera 3 KM 123	Patillas	Puerto Rico	(787) 839-4461
Isabela Farma Express	1-350 G Noel Estrada, PO Box 1127	Isabela	Puerto Rico	(787) 872-1930
Islote Drug	Carr 681 KM 4.3 Barrio Islote	Arecibo	Puerto Rico	(787) 815-2345
Pharmamax La Candelaria	Carr 116 0.5 la javilla	Lajas	Puerto Rico	(787) 808-1585
Pharmamax Mayaguez	Carr #2 KM 156.7	Mayaguez	Puerto Rico	(787) 805-4000
Su Farmacia Amiga	Avenida Las Americas BU-1 Residencial Bairoa	Caguas	Puerto Rico	(787) 743-6434
Super Farmacia Comandate	Calle Carmen Hernandez #932, San Juan Urb El Comandate	San Juan	Puerto Rico	(787) 752-0315
Super Farmacia Lizette	Calle Guillermo Esteves #103	Jayuya	Puerto Rico	(787) 828-0755
Super Farmacia Paco	Carr 662 Calle Marginal Bo. Santana	Arecibo	Puerto Rico	(787) 881-7872
Aynor Family Pharmacy	240 8th Avenue	Aynor	South Carolina	(843) 358-2000
Black River Pharmacy	32A North Williamsburg County Highway	Kingstree	South Carolina	(843) 355-5656
Blythewood Pharmacy and Home Medical Equipment	710-C University Village Drive	Blythewood	South Carolina	(803) 786-8110
Brunson's Pharmacy	12 North Brooks Street	Manning	South Carolina	(803) 435-2511
Chapin Pharmacy	138 A Amicks Ferry Road	Chapin	South Carolina	(803) 345-1114
Corner Drug Store	205 West Cedar Rock Street	Pickens	South Carolina	(864) 878-6357
Delta of Charleston	320 East Bay Street Suite A	Charleston	South Carolina	(843) 937-0960
Delta of Daniel Island	901 Island Park Dr. Ste 103	Daniel Island	South Carolina	(843) 471-2870
Delta of Elloree	2611 Cleveland Street	Elloree	South Carolina	(803) 897-2131
Delta of Eutawville	226 Porcher Avenue	Eutawville	South Carolina	(803) 492-9201
Delta of Moncks Corner	402 East Main Street	Moncks Corner	South Carolina	(843) 761-5255
Delta Pharmacy & Medical Supply	1400 Palm Boulevard	Isle of Palms	South Carolina	(843) 885-8008

Delta Pharmacy & Medical Supply	6251 Highway 162	Hollywood	South Carolina	(843) 564-5720
Dillon Community Pharmacy	200 West Harrison Street Suite A	Dillon	South Carolina	(843) 774-4749
Dillon Family Pharmacy	603 North 6th Avenue	Dillon	South Carolina	(843) 774-1816
Dottie's Pharmacy	325 Folly Road Suite 101	Charleston	South Carolina	(843) 501-9500
Ehrhardt Pharmacy	12930 Broxton Bridge Road	Ehrhardt	South Carolina	(803) 267-2121
Elgin Pharmacy	1107 Ross Street	Elgin	South Carolina	(803) 438-5735
Family Pharmacy	333 Newberry street Northwest	Aiken	South Carolina	(803) 649-1776
Family Pharmacy South Aiken	110 Price Avenue	Aiken	South Carolina	(803) 648-1776
Fowler's Pharmacy	1908 Laurens Road	Greenville	South Carolina	(864) 288-5920
Gaston Family Pharmacy	1118 Mack Street	Gaston	South Carolina	(803) 939-8489
Giant Discount Pharmacy	6611 Savannah Highway	Neeses	South Carolina	(803) 247-2135
Harleyville Drug	108 West Main Street	Harleyville	South Carolina	(843) 462-7646
Herold's Pharmacy	2057 Charlie Hall Boulevard Suite C	Charleston	South Carolina	(843) 637-3037
Lake Murray Drug Company	105 Snapdragon Court Suite A	Chapin	South Carolina	(803) 345-9999
Lake Murray Drug Company of Irmo	2 Palmetto Wood Parkway Suite 100	Irmo	South Carolina	(803) 212-9999
Lake Wylie Pharmacy	221 Latitude Lane Suite 109	Lake Wylie	South Carolina	(803) 831-2044
Landy's Pharmacy	110A Clemson Road	Columbia	South Carolina	(803) 567-3107
Lee's Inlet Apothecary and Gifts	3579 Highway 17 Business	Murrells Inlet	South Carolina	(843) 651-7979
Medicine Mart Pharmacy	1300 Sunset Boulevard	West Columbia	South Carolina	(803) 791-7043
Medicine Mart Pharmacy	1401 Main Street	Conway	South Carolina	(843) 248-4609
Pawleys Island Pharmacy of Litchfield	115 Willbrook Boulevard Unit A	Pawleys Island	South Carolina	(843) 314-0498
Peak Pharmacy	22 River Street	Peak	South Carolina	(803) 345-1707
Pickwick Pharmacy	3219 Augusta Road	Greenville	South Carolina	(864) 277-4180
Prescriptions Plus	311-C Chesnee Highway	Gaffney	South Carolina	(864) 649-5371
Prosperity Drug Company	101 North Main Street	Prosperity	South Carolina	(803) 364-2310
R & J Drugs	4633 Savannah Highway	North	South Carolina	(803) 247-2133
Rileys Drugs Inc	1207 West Main Street	Lexington	South Carolina	(803) 359-2587
Santee Drug Center	3931 Byrnes Drive Suite D	Saint Stephen	South Carolina	(843) 567-3291
Seashore Drugs	1304 Highway 17 North	Little River	South Carolina	(843) 281-9797
South End Pharmacy	1401 Albright Road	Rock Hill	South Carolina	(803) 366-3784
Stuckey Pharmacy	207 South Main Street	Hemingway	South Carolina	(843) 558-1010
Sweetgrass Pharmacy and Compounding	1952 Long Grove Drive Suite 5	Mt Pleasant	South Carolina	(843) 654-4013



Sweetgrass Pharmacy Carolina Park	3485 Park Avenue Boulevard	Mt Pleasant	South Carolina	(843) 800-7007
Tega Cay Pharmacy	1741 Gold Hill Road Suite 106	Fort Mill	South Carolina	(803) 547-6100
Tidewater Pharmacy-Mt Pleasant	421 Johnnie Dodds Boulevard	Mount Pleasant	South Carolina	(843) 375-6310
Wannamaker Drug	107 West Boulevard	Chesterfield	South Carolina	(843) 623-2999
Wannamaker Drug	700 CHESTERFIELD HWY	Cheraw	South Carolina	(843) 537-3221
Waterway Pharmacy	3373 Highway 9 East	Little River	South Carolina	(843) 734-0612
Westbury Pharmacy	701 North Parler Avenue	Saint George	South Carolina	(843) 563-9384
Yorkville Pharmacy	822 B East Liberty Street	York	South Carolina	(803) 628-7934
Bien Pharmacy	301 Flynn Drive Suite 2	Milbank	South Dakota	(605) 432-5781
Haisch Pharmacy	303 East 5th Street	Canton	South Dakota	(605) 987-2661
Lynn's Dakotamart Pharmacy - Belle Fourche	600 National Street	Belle Fourche	South Dakota	(605) 892-2666
Lynn's Dakotamart Pharmacy- Pierre	120 West Sioux Avenue	Pierre	South Dakota	(605) 224-7396
Lynns Dakotamart Pharmacy-Hot Springs	501 South 6th Street	Hot Springs	South Dakota	(605) 745-3110
Yankton Medical Clinic Pharmacy	1104 West 8th Street	Yankton	South Dakota	(605) 665-2929
Advanced Rx Pharmacy 060	1410 Donelson Pike Suite B6	Nashville	Tennessee	(615) 866-6292
Apothecare Pharmacy	1006 Main St	Wartburg	Tennessee	(423) 346-7800
Apple Discount Drug	520 Clinch Avenue	Clinton	Tennessee	(865) 457-0300
Bakers Family Pharmacy	200 West Main street	Jackson	Tennessee	(731) 265-6555
Belew Drug Choto	1616 Choto Markets Way	Knoxville	Tennessee	(865) 766-4424
Belew Drugs	2021 North Broadway St	Knoxville	Tennessee	(865) 525-4189
Belew Drugs Asheville Highway	8622 Asheville Highway	Knoxville	Tennessee	(865) 933-3441
Belew Drugs Washington Pike	5908 Washington Pike Suite 102	Knoxville	Tennessee	(865) 525-4967
Bennett's Pharmacy	1201 Dinah Shore Boulevard	Winchester	Tennessee	(931) 967-2777
Campbell's Hometown Pharmacy	272 Highway 11 E	Bulls Gap	Tennessee	(423) 235-6263
City Drug	1612 East Lamar Alexander Parkway	Maryville	Tennessee	(865) 982-7162
City Drug	630 RB Wilson Drive	Huntingdon	Tennessee	(731) 986-2228
Crescent Center Drugs	228 North Fairmont Avenue	Morristown	Tennessee	(423) 586-6263
Dannys Drugs	20029 Alberta Avenue	Oneida	Tennessee	(423) 569-8652
Dayton Drug and Wellness	6985 Rhea County Highway	Dayton	Tennessee	(423) 775-5511
DOWN HOME PHARMACY LLC AP	1034 Main Street	Bean Station	Tennessee	(865) 993-4074
East Tennessee Discount Drug	524 Andrew Johnson Highway	Strawberry Plains	Tennessee	(865) 933-4149
Family Pharmacy	6 Hospital Drive	Lexington	Tennessee	(731) 968-6979

Family Pharmacy Milan	6078 South 1st Street	Milan	Tennessee	(731) 238-3800
Family Pharmacy Scotts Hill	10091 Highway 100	Scotts Hill	Tennessee	(731) 549-2887
Hamilton Discount Pharmacy	6851 Shallowford Road	Chattanooga	Tennessee	(423) 892-5955
Hassler's Drug	401 Front Street	Spring City	Tennessee	(423) 365-9202
Howards Pharmacy	3336 West Andrew Johnson Highway	Morristown	Tennessee	(423) 581-8436
JABOS PHARMACY, INC.	602 East Broadway	Newport	Tennessee	(423) 623-3088
Jeff Co Drug Center	127 West Meeting Street	Dandridge	Tennessee	(865) 397-2868
John Smith Professional Pharmacy	100 Lantana Road, Suite 201	Crossville	Tennessee	(931) 484-1434
Lafayette Pharmacy	526 Highway 52 Bypass West	Lafayette	Tennessee	(615) 666-4444
Lowe's Pharmacy	1536 East Broadway	Maryville	Tennessee	(865) 982-3020
Mac's Edgemoor Pharmacy	643 Edgemoor Road	Powell	Tennessee	(865) 945-3333
Mac's Pharmacy	2419 Washington Pike	Knoxville	Tennessee	(865) 524-3453
Mac's Pharmacy Oak Ridge	45 New York Avenue	Oak Ridge	Tennessee	(865) 298-8657
MARKS FAMILY PHARMACY	205 East 3rd Ave	Oneida	Tennessee	(423) 569-7800
McGees Prescription Shop	842 Union Street	Shelbyville	Tennessee	(931) 684-7936
McMinnville Drug Center	1500 Sparta Road	McMinnville	Tennessee	(931) 473-4471
Morristown Pharmacy	925 West 4th North Street	Morristown	Tennessee	(423) 587-4949
Mountain City Pharmacy	1641 South Shady Street	Mountain City	Tennessee	(423) 727-0038
Munsey Pharmacy	106 Administration Road	Oak Ridge	Tennessee	(865) 483-8429
Nunally Drug store	226 Main Street	Baxter	Tennessee	(931) 858-3714
Olde Towne Pharmacy	102 West Jackson Boulevard	Jonesborough	Tennessee	(423) 753-4446
Patton Pharmacy	264 Market Boulevard	Collierville	Tennessee	(901) 854-9484
Phipps Pharmacy #1	205 B Hospital Drive	Mckenzie	Tennessee	(731) 352-0820
Phipps Pharmacy #4	19 Hughes Drive	Jackson	Tennessee	(731) 668-9072
Phipps Pharmacy, Huntingdon	20190 Main Street, East	Huntingdon	Tennessee	(731) 535-3522
Preferred Pharmacy Sevierville	1024 Middle Creek Road Suite 1	Sevierville	Tennessee	(865) 366-1770
Riggs Drug	502 West Central Avenue	La Follette	Tennessee	(423) 562-5235
Riggs Drug Jacksboro	2636 Jacksboro Pike	Jackboro	Tennessee	(423) 566-1967
River City Pharmacy	5564 Little Debbie Parkway Suite 102	Ooltewah	Tennessee	(423) 521-7279
Roark's Pharmacy	19118 Alberta Street	Oneida	Tennessee	(423) 569-9000
Rocky Top Pharmacy	702 Grove Street	Loudon	Tennessee	(865) 657-3500
Southland Pharmacy	482 Interstate Drive Suite K	Manchester	Tennessee	(931) 563-0008
Stop-N-Go Discount Pharmacy	3984 Ringgold Road	East Ridge	Tennessee	(423) 468-7161

Terry's Pharmacy Inc	310 East Central Avenue	La Follette	Tennessee	(423) 562-4928
Terry's Pharmacy Jacksboro	2715 Jacksboro Pike	Jacksboro	Tennessee	(423) 563-7455
The Drug Store at South Pittsburg	335 South Cedar Avenue	South Pittsburg	Tennessee	(423) 837-6855
Thrifty Med Plus Pharmacy	5032 Ooltewah Ringgold Road	Ooltewah	Tennessee	(423) 396-6963
Tinsley Bible Drug Co Inc	1224 Gay Street	Dandridge	Tennessee	(865) 397-3444
Tullahoma Drug Store INC	100 Westside Drive	Tullahoma	Tennessee	(931) 455-5409
University of Tennessee Medical Center	1924 Alcoa Highway Suite NP 100	Knoxville	Tennessee	(865) 305-7420
US Pharmacy 001	440 Saint Andrews Drive	Murfreesboro	Tennessee	(615) 295-2301
Val-U-Pharmacy	2811 West Market Street	Johnson City	Tennessee	(423) 928-8004
Wilsons Sav-Mor Drugs	265 East Main Street	Newport	Tennessee	(423) 623-3456
Addis Pharmacy	3305 South Mayhill Road Suite 101	Denton	Texas	(940) 382-0079
Alamo City Pharmacy	3338 Oakwell Court #106	San Antonio	Texas	(210) 598-2695
AM Pharmacy	10401 Anderson Mill Road Suite112B	Austin	Texas	(512) 270-4899
Auro Pharmacy	1139 West Braker Lane Suite 102	Austin	Texas	(512) 206-3150
B & B Pharmacy	300 North Ballard	Pampa	Texas	(806) 665-5788
Bay Pharmacy	7407 W FM 2147	Horseshoe Bay	Texas	(830) 598-1900
Beach Street Pharmacy	7630 North Beach Street Suite 170	Fort Worth	Texas	(817) 427-8774
Best Discount Pharmacy	2316 34th Street	Lubbock	Texas	(806) 795-4353
Bi-Wize Pharmacy	902 Main Street	Friona	Texas	(806) 250-2270
Boomtown Drug	514 South Oklahoma Cutoff	Burkburnett	Texas	(940) 569-5600
BrightMed Pharmacy	9630 Clarewood Drive Suite A-3	Houston	Texas	(713) 772-7700
Brookshire Bros. Pharmacy of Kirbyville	1005 South Margaret	Kirbyville	Texas	(409) 423-2248
Care Rx Pharmacy	4501 Hale Avenue Suite 1	Harlingen	Texas	(956) 365-4677
CareFirst Pharmacy	1600 West Louisiana Street Suite 700	McKinney	Texas	(214) 842-8445
Catching's Prescriptions LTD	1900 South Coulter Street Suite F	Amarillo	Texas	(806) 355-2924
Celina Drug	701 North Preston Road Suite 210	Celina	Texas	(972) 382-2832
Center Pharmacy	105 North Smith Street	Pleasanton	Texas	(830) 569-2512
Circle Drug Pharmacy	3211 Robinson Drive	Waco	Texas	(254) 662-0774
City Drug	232 E JEFFERSON	Van Alstyne	Texas	(903) 482-5279
City Drug Store	104 East Belknap	Jacksboro	Texas	(940) 567-5576
Clear Lake Professional Building Pharmacy	251 Medical Center Boulevard, Suite 100	Webster	Texas	(281) 332-2496
Clearfork Pharmacy	1130 FM 1189 Suite 109	Millsap	Texas	(817) 609-4992

Cleburne Drug	310 N RIDGEWAY	Cleburne	Texas	(817) 645-2415
Cobb's Pharmacy	510 Houston Street	George West	Texas	(361) 449-2631
Collingsworth Pharmacy	1016 16TH Street	Wellington	Texas	(806) 447-1184
Comfort Pharmacy	404 Highway 27	Comfort	Texas	(830) 995-3300
Craig Pharmacy	1863 Troup Highway	Tyler	Texas	(903) 595-3737
Cub Drug Inc	116 East Main Street	Olney	Texas	(940) 564-5551
Cypress Pharmacy	17330 Spring Cypress Road, Suite 160	Cypress	Texas	(281) 213-3490
Davila Pharmacy	1423 Guadalupe Street Suite 108	San Antonio	Texas	(210) 226-5293
Davis City Pharmacy	111 Trinity Avenue	Weatherford	Texas	(817) 594-3851
Davy Crockett Drug Inc	107 South Fourth Street	Crockett	Texas	(936) 544-2275
De Leon Pharmacy	309 South Texas Street	De Leon	Texas	(254) 893-2666
Diamond Pharmacy #1	100 South East 17th Avenue	Mineral Wells	Texas	(940) 325-2541
Dorado Pharmacy	4060 Faudree Road Suite 101	Odessa	Texas	(432) 614-6828
Dripping Springs Pharmacy	100 Commons Road, Suite 1	Dripping Springs	Texas	(512) 894-0285
Drug Emporium # 200	2321 West Loop 281	Longview	Texas	(903) 297-0966
Drug Emporium # 230	4210 Southwest 45th Street	Amarillo	Texas	(806) 358-6228
Drug Emporium # 251	2550 Barrow Street	Abilene	Texas	(325) 698-0242
Drug Emporium # 262	5109 82nd Street	Lubbock	Texas	(806) 794-0018
Drug Emporium # 273	5900 Bosque Boulevard	Waco	Texas	(254) 772-0011
Drug Emporium # 284	5614 South Broadway	Tyler	Texas	(903) 534-9766
Duffey Drug	311 North Center Street	Franklin	Texas	(979) 828-3536
Dyer Drug Store	133 McKinney Street	Farmersville	Texas	(972) 782-6262
East Austin Medicine Shop	1909 E 38th 1/2 St Ste C2	Austin	Texas	(512) 643-0999
Economy Drug	511 East Garland Street	Grand Saline	Texas	(903) 962-3900
Edgewood Pharmacy	186 S Friendswood Dr	Friendswood	Texas	(281) 993-4779
El Campo Professional Pharmacy	1264 North Mechanic Street	El Campo	Texas	(979) 543-2761
Elgin Medicine Shop	199 Highway 290 East Suite A	Elgin	Texas	(512) 285-6308
English Pharmacy	2600 10th Street	Wichita Falls	Texas	(940) 723-6060
Evans Prescription Pharmacy	310 North Dotsy Avenue	Odessa	Texas	(432) 337-2361
Express Care Pharmacy	3648 Old Denton Road Suite 104	Carrollton	Texas	(214) 800-5526
Family Pharmacy of Pottsboro	563 W FM 120	Pottsboro	Texas	(903) 786-2006
Fiesta MLK Pharmacy	3230 Martin Luther King	Dallas	Texas	(214) 421-1067
Frisco Pharmacy	14550 State Highway 121 Suite 150	Frisco	Texas	(469) 305-7058
Gail's Pharmacy	810 Woodrow Wilson Ray Circle	Bridgeport	Texas	(940) 683-4011
Gibbs Drug Store	216 Clay Street	Nocona	Texas	(940) 825-3226

Gibson Prescription Pharmacy	600 South Palestine Street Suite 100	Athens	Texas	(903) 675-7069
Grapevine Drug RX	1115 West Northwest Highway Suite H	Grapevine	Texas	(817) 481-5780
Green Cross Pharmacy	1305 Airport Freeway Ste 110	Bedford	Texas	(817) 354-7771
Greenbriar Pharmacy	250 East FM 2449	Ponder	Texas	(940) 479-0111
Guardian Angel Pharmacy	1537 North Zaragoza Road Suite 1A	El Paso	Texas	(915) 850-0713
Hale Center Clinical Pharmacy	601 Avenue G	Hale Center	Texas	(806) 839-2466
Hansford Hospital Pharmacy	710 South Roland Street	Spearman	Texas	(806) 659-2226
Hawk Pharmacy	120 West Park	Iowa Park	Texas	(940) 592-4191
Healthville Pharmacy	7215 Mcpherson Rd	Laredo	Texas	(956) 701-3349
Henrietta Pharmacy	124 North Bridge	Henrietta	Texas	(940) 538-4361
Hereford Pharmacy	809 South 25 Mile Avenue	Hereford	Texas	(806) 364-3400
Heritage Pharmacy	3529 Heritage Trace Parkway Suite 141	Keller	Texas	(817) 741-7100
Hibbs Pharmacy	1415 Avenue G	Bay City	Texas	(979) 245-5501
Highland Drug	504 East Avenue Unit E	Alpine	Texas	(432) 837-3931
Hillcrest Pharmacy	1015 Hillcrest Drive, Suite B	Vernon	Texas	(940) 552-5414
Hodges & Sargent Pharmacy	210 South Key Avenue	Lampasas	Texas	(512) 556-3392
Hometown Pharmacy	201 East Commerce	Fairfield	Texas	(903) 389-2541
Hometown Pharmacy	2800 Highway 22 West	Corsicana	Texas	(903) 872-3784
Hometown Pharmacy	310 Charlie Drive	Whitesboro	Texas	(903) 564-1234
Hometown Pharmacy	1201 Olive Street	Gainesville	Texas	(940) 668-7384
Hometown Pharmacy	101 Medical Drive	Palestine	Texas	(903) 729-3100
Hylands Pharmacy LLC	108 West Oklahoma Avenue	Wheeler	Texas	(806) 826-5561
Inwood Pharmacy	13300 Hargrave, Suite 180	Houston	Texas	(281) 664-8829
Jordan Pharmacy	1332 Highway 16 South	Graham	Texas	(940) 549-1011
K & K Pharmacy	1411 West American Blvd	Muleshoe	Texas	(806) 272-7511
Katy Medical Complex Pharmacy	21700 Kingsland, Suite 105	Katy	Texas	(281) 829-6497
King's Daughters Pharmacy	1905 South West H K Dodgen Loop Suite 101	Temple	Texas	(254) 778-1731
KK's Pharmacy #251	980 North Walnut Creek Drive #118	Mansfield	Texas	(817) 453-5700
KK's Pharmacy #51	2480 W Illinois Avenue	Dallas	Texas	(214) 337-7770
Kraege Drug Store	113 East Main Street	Yorktown	Texas	(361) 564-2216
Lake Worth Pharmacy	4701 BOAT CLUB RD SUITE 115	Fort Worth	Texas	(817) 237-7877
Lamar Plaza Drug Store	1509 South Lamar Boulevard	Austin	Texas	(512) 442-6777
Legacy Pharmacy	1307 8th Avenue	Fort Worth	Texas	(817) 924-3200
Leonard Pharmacy	122 West Collins Street	Leonard	Texas	(903) 587-3363
Lindberg Pharmacy	5203 South McColl Road	Edinburg	Texas	(956) 687-6204

Lone Star Pharmacy	1395 Sattler Road Suite 8	Canyon Lake	Texas	(830) 964-3615
Lone Star Pharmacy	4111 FM 1764 Suite F	Santa Fe	Texas	(409) 925-9995
Love Oak Pharmacy	805 West Main Street	Eastland	Texas	(254) 629-1791
Luna's Friendly Pharmacy	2176 East Garrison Street Suite D	Eagle Pass	Texas	(830) 752-6088
Lynn's La Vega Pharmacy	2401 E Waco Drive	Waco	Texas	(254) 799-4949
Lynn's Pharmacy Hewitt	511 North Hewitt Drive Suite 1	Hewitt	Texas	(254) 666-5000
Magnolia Pharmacy	18230 FM 1488, Suite 100	Magnolia	Texas	(281) 356-9089
Malakoff Pharmacy	409 West Royall Boulevard	Malakoff	Texas	(903) 489-1909
Maloney Prescription Pharmacy	1405 Hailey Street	Sweetwater	Texas	(325) 236-6394
Martin Tipton Pharmacy LLC	1501 South Tyler Street	Amarillo	Texas	(806) 373-2812
Maxwell Pharmacy	626 North Highway 155	Frankston	Texas	(903) 876-2323
McKinney Pharmacy	1601 West University Drive	McKinney	Texas	(972) 562-8700
Meadowbrook Pharmacy	6624 Meadowbrook Drive	Fort Worth	Texas	(817) 451-6900
Medcenter Pharmacy	1419 East Bustamante Street	Laredo	Texas	(956) 791-1991
Medi Pro International Pharmacy	11811 Fallbrook Dr	Houston	Texas	(281) 277-0111
Medical Arts Pharmacy	2102 Pecos Street	San Angelo	Texas	(325) 949-4636
Medical Plaza Pharmacy	615 North Third Street, Suite 1	Longview	Texas	(903) 757-3477
Medical Plaza Pharmacy at Clear Lake	250 Blossom Street, Suite 110	Webster	Texas	(281) 332-2213
Medicine Chest Pharmacy	814 Montgomery Road	Graham	Texas	(940) 549-8360
Medicine Man Pharmacy Brazoria	102 A San Bernard Street	Brazoria	Texas	(979) 798-4800
Medi-Park Pharmacy	1920 Medi-Park Drive	Amarillo	Texas	(806) 359-5496
Meridian Pharmacy	1151 N. Buckner Blvd.	Dallas	Texas	(214) 333-1600
Mid Valley Pharmacy	400 E EXPRESSWAY 83	Mercedes	Texas	(956) 565-4111
Monahans Pharmacy	801 East 4th Street	Monahans	Texas	(432) 943-4212
Moore Than Medicine	105 Southwest 2nd Street	Tulia	Texas	(806) 995-3551
Moores Pharmacy	200 South Rachal Street	Sinton	Texas	(361) 364-1416
MS Pharmacy	27721 Tomball Parkway Suite 400	Tomball	Texas	(832) 698-4522
Muecke Prescription Shoppe	2808 7th Street	Bay City	Texas	(979) 244-1772
Neighborhood Pharmacy	116 North Main Avenue	Big Lake	Texas	(325) 716-1800
Neighborhood Pharmacy	801 North Main Street Suite F	Andrews	Texas	(432) 523-7000
Norman's Pharmacy	2105 South Day Street	Brenham	Texas	(979) 836-5264
NuCare Pharmacy	6050 Lake Worth Boulevard	Lake Worth	Texas	(817) 238-7773

Ochoa's Pharmacy Central	1002 South 10TH Avenue Suite A	Edinburg	Texas	(956) 381-0967
Ochoa's Pharmacy South	301 Conquest Boulevard	Edinburg	Texas	(956) 318-5159
OLD CORNER DRUG	200 North Main Street	West	Texas	(254) 826-5122
Overton Pharmacy	104 West Henderson Street	Overton	Texas	(903) 834-0154
Palacios Prescription Shoppe	321 Main Street	Palacios	Texas	(361) 972-3608
Palmer Pharmacy Plus	2731 West Northwest Highway Suite 105	Dallas	Texas	(214) 765-9238
Parker's City Pharmacy	1005 East Court Street	Seguin	Texas	(830) 379-1450
Parks Drug	1926 West Morton	Denison	Texas	(903) 465-0048
Payne Family Pharmacy	200 South Main Street	Floydada	Texas	(806) 983-5111
PCF Pharmacy	2615 Strawberry Road	Pasadena	Texas	(713) 947-6767
Pediatric Pharmacy	3435 South Alameda Street	Corpus Christi	Texas	(361) 855-3811
Pelzel's Hometown Pharmacy	1340 North Highway 377, Suite 100	Pilot Point	Texas	(940) 686-0123
Peoples Pharmacy #1	4018 North Lamar Boulevard	Austin	Texas	(512) 459-9090
Peoples Pharmacy #2	3801 B South Lamar Boulevard	Austin	Texas	(512) 444-8866
Peoples Pharmacy #3	4201 Westbank Drive	Austin	Texas	(512) 327-8877
Peoples Pharmacy #4	13860 North Highway 183 Suite C	Austin	Texas	(512) 219-9499
Perrone Legend Pharmacy	3921 Benbrook Highway	Fort Worth	Texas	(817) 738-2135
Pharmacy Plus #1	600 Main Street	Teague	Texas	(254) 739-2585
Pharmacy Plus #10	10412 China Spring Highway Suite A	Waco	Texas	(254) 836-5255
Pharmacy Plus #2	209 North Ellis Street	Groesbeck	Texas	(254) 729-3375
Pharmacy Plus #4	635 North Robinson Drive	Robinson	Texas	(254) 662-4444
Pharmacy Plus #6	1207 North Loop 340	Lacy Lakeview	Texas	(254) 867-6700
Pharmacy Plus #7	420 South Denton Tap Road Suite 110	Coppell	Texas	(972) 462-9400
Pharmacy Plus #9	721 East Southlake Boulevard, Suite 180	Southlake	Texas	(817) 410-1000
Pharmcare	1834 Broadway Street Suite 106	Pearland	Texas	(281) 996-7500
Pipeline Pharmacy	328 East Pipeline Road	Hurst	Texas	(817) 494-3606
Plano Pharmacy	5933 Dallas Parkway Suite 300	Plano	Texas	(972) 403-9000
Popular Pharmacy	5326 East US Highway 83 Suite A # 5	Rio Grande City	Texas	(956) 317-1112
Porter Drug	1522 Main Street	Petersburg	Texas	(806) 667-2231
Porter Pharmacy	308 West Larissa Street	Jacksonville	Texas	(903) 586-9804
Powers Pharmacy No 1 Inc	702 West Houston Street	Linden	Texas	(903) 756-7923
Prescription Shop Inc	909 East Holland Avenue	Alpine	Texas	(432) 837-3498

Primemed Pharmacy	1387 George Dieter Ste A-104	El Paso	Texas	(915) 595-1300
Pro Health Pharmacy	5804 Coit Road Suite 100	Plano	Texas	(469) 931-2253
Quality Care Pharmacy	2300 West FM 544 Suite 130	Wylie	Texas	(972) 442-5333
Ray Pharmacy	220 Zeid Boulevard	Henderson	Texas	(903) 657-2588
Red's Pharmacy, LLC	3102 Garrett Drive	Perryton	Texas	(806) 435-3759
RGV Hometown Pharmacy	608 East Harrison Avenue	Harlingen	Texas	(956) 496-2093
Richard's Pharmacy	1112 East Griffin Parkway Suite B	Mission	Texas	(956) 581-4200
Richard's Pharmacy	605 N Main Street Suite E	Donna	Texas	(956) 464-4131
Richard's Pharmacy	4630 South Closner Boulevard	Edinburg	Texas	(956) 289-1880
Richard's Pharmacy	3509 East Main Avenue Suite 102	Alton	Texas	(956) 584-7772
Richies Specialty Pharmacy	12820 Highway 105 West	Conroe	Texas	(936) 588-6337
Ridgmar Pharmacy	2524 Mall Circle	Fort Worth	Texas	(817) 737-7377
Robinson Family Pharmacy	213 North Pinecrest Drive	Atlanta	Texas	(903) 796-1730
Rodger's Pharmacy	1909 Grand Avenue	Liberty	Texas	(936) 776-5228
Rogers Pharmacy #1	4402 North Laurent Street	Victoria	Texas	(361) 578-3521
Rogers Pharmacy #2	2700 Citizens Plaza, Suite 106	Victoria	Texas	(361) 582-0503
Rogers Pharmacy #3	512 East Rio Grande	Victoria	Texas	(361) 572-0226
Rogers Pharmacy #4	6502 Nursery Drive, Suite 102	Victoria	Texas	(361) 572-3106
Rogers Pharmacy #5	8621 North Navarro Street	Victoria	Texas	(361) 573-1888
Rogers Pharmacy #6	1013 South Wells Building B	Edna	Texas	(361) 782-7822
S & J Argyle Pharmacy	101 Old Town Boulevard Suite 102	Argyle	Texas	(940) 464-4500
S&J Pharmacy	801 West Chapman Drive Suite 100	Sanger	Texas	(940) 458-4448
San Augustine Drug Co.	104 East Columbia	San Augustine	Texas	(936) 275-3401
Savon Drugs	123 Leveridge	East Bernard	Texas	(979) 335-4810
Schulz and Wroten Pharmacy	122 North Washington St	Beeville	Texas	(361) 358-1150
Shavano Oaks Pharmacy	3603 Paesanos Parkway, Suite 102	San Antonio	Texas	(210) 448-9080
Shavano Oaks Pharmacy @ Westover Hills	3903 Wiseman Boulevard Suite 313	San Antonio	Texas	(210) 441-4501
South San Medical Building Pharmacy	919 South West Military Drive Suite 105	San Antonio	Texas	(210) 922-1816
Southern Star Pharmacy	14444 W Beltwood Pkwy Suite 150	Farmers Branch	Texas	(972) 677-7891
Southside Pharmacy	7700 Main Street, Suite 100	Houston	Texas	(713) 660-8890
Spence's Medical Center Pharmacy	215 Oak Drive South Suite M	Lake Jackson	Texas	(979) 297-1776



Spence's Medical Center Pharmacy	2301 East Mulberry	Angleton	Texas	(979) 849-9391
Spring Green Pharmacy	1443 FM 1463 Road Suite 650	Katy	Texas	(281) 942-4330
Stockton Pharmacy	616 W Dickinson Boulevard	Fort Stockton	Texas	(432) 336-2200
Strong-Hurt Pharmacy	111 East Main Street	Henderson	Texas	(903) 657-3587
Sullivan Pharmacy	1140 Grand Avenue	Bacliff	Texas	(281) 339-4577
Super Value Pharmacy	720 North Industrial Boulevard	Eules	Texas	(817) 283-5308
Texas Professional Pharmacy-Magnolia	18602 FM 1488 STE 700	Magnolia	Texas	(281) 356-2216
Texas Star Pharmacy	3033 W Parker Road Suite 100	Plano	Texas	(972) 519-8475
The Drug Store	19 County Road 4114 Suite 1	Pittsburg	Texas	(903) 708-7500
The Med-Shop Pharmacy	111 East 2nd Street	Hughes Springs	Texas	(903) 639-3508
Thornhill's Pharmacy	600 8th Street	Shallowater	Texas	(806) 832-0300
Thurman's Pro-Med Pharmacy	402 North Madison Avenue	Mount Pleasant	Texas	(903) 572-6337
Thurman's Pro-Med Pharmacy Morris County	201 Main Street	Naples	Texas	(903) 897-0011
Tomball Pharmacy	28455 Tomball Parkway	Tomball	Texas	(832) 843-7105
Total Pharmacy Ennis	2046 Forest Lane Suite 140	Garland	Texas	(972) 276-7071
Town and Country Drug	2745 North Grandview	Odessa	Texas	(432) 366-2868
Trail Creek Pharmacy	2700 Tibbets Drive Suite 200	Bedford	Texas	(817) 684-9464
Tyler Rx Pharmacy	2415 East 5th Street	Tyler	Texas	(903) 593-1400
Valu-Rite Pharmacy	709 Woodrow Wilson Ray Circle	Bridgeport	Texas	(940) 683-2950
Village Drug	902 11th Street	Ozona	Texas	(325) 392-2666
Village Pharmacy	112 S. Alamo St	Refugio	Texas	(361) 526-4243
Vina Pharmacy	11207 North Lamar Boulevard Suite A	Austin	Texas	(512) 977-8844
VIP Pharmacy	1891 Lee Trevino Suite 200	El Paso	Texas	(915) 629-2020
Wecare Pharmacy	14823 Southwest Freeway Suite B	Sugar Land	Texas	(281) 783-8300
Whisenhunt's City Pharmacy	102 Main Street	Hooks	Texas	(903) 547-2782
Whitewright Pharmacy	2065 Beasley Blvd, Suite 200	Whitewright	Texas	(903) 364-5537
Wilson Drug	118 West 4th Street	Hearne	Texas	(979) 279-2173
Yoakum Discount Pharmacy	1200 Carl Ramert Drive Suite A	Yoakum	Texas	(361) 293-6881
Yoakum Discount Pharmacy	210 Nelson Street, Suite E	Yoakum	Texas	(361) 741-7455
Your Rx Pharmacy	2637 Ira E Woods Avenue Suite 200	Grapevine	Texas	(817) 416-2222
Amphex Pharmacy, LLC	3920 S 1100 E Ste 315	Salt Lake City	Utah	(801) 341-1300

Apothecary Shoppe	82 South 1100 East, Suite 104	Salt Lake City	Utah	(801) 521-6353
Central Valley Community Pharmacy	152 West 1500 North	Nephi	Utah	(435) 623-3700
Family Plaza Pharmacy	3570 West 9000 South, Suite 150	West Jordan	Utah	(801) 569-0175
Island View Pharmacy	2038 West 1900 South	Syracuse	Utah	(801) 773-7899
Mears Pharmacy	1050 Shepard Lane Suite 1	Farmington	Utah	(801) 447-9484
Medical Center Pharmacy	1050 East South Temple	Salt Lake City	Utah	(801) 350-8140
MountainWest Apothecary	1551 Renaissance Towne Drive Suite 104	Bountiful	Utah	(801) 295-6979
North View Pharmacy	2121 North Robbins Drive	Layton	Utah	(801) 773-5666
Pinnacle Peak Pharmacy	317 East 100 North Suite 4	Price	Utah	(435) 637-6337
Ridge View Pharmacy	3443 W 5600 South	Roy	Utah	(801) 825-6400
Salem Hills Pharmacy	118 North Main Street	Salem	Utah	(801) 723-0570
Salmon Pharmacy	865 N 980 W	Orem	Utah	(801) 225-2150
Sky View Pharmacy	1750 East 3100 North	Layton	Utah	(385) 405-2252
Tibbitts Family Pharmacy	2940 North Church Street, Suite 201	Layton	Utah	(801) 771-0363
University Pharmacy	1320 East 200 South	Salt Lake City	Utah	(801) 582-7624
Walker Drug	290 South Main Street	Moab	Utah	(435) 259-5959
Drug Farm Pharmacy	2-4 Estate Thomas 9 St.   9000 Lockhart Garden	St Thomas	Virgin Islands	(340) 776-7098
Carlin Springs Pharmacy	611 South Carlin Springs Road Suite 105	Arlington	Virginia	(703) 379-4000
Claypool Hill Pharmacy	12252 Governor George C Peery hwy	Pounding Mill	Virginia	(276) 963-3502
Colonial Pharmacy	7510 Mechanicsville Pike	Mechanicsville	Virginia	(804) 746-7997
Cornerstone Pharmacy	205 Kilbourne Avenue	Appalachia	Virginia	(276) 565-3434
Dans Wellness Pharmacy	418 Garrisonville Road Suite 100	Stafford	Virginia	(540) 657-0006
Denbigh Pharmacy	13349 Warwick Boulevard	Newport News	Virginia	(757) 877-0253
Elkton Family Pharmacy	111 South Stuart Avenue	Elkton	Virginia	(540) 298-9090
Family Drug	1755 Lovers Gap Road	Vansant	Virginia	(276) 597-2419
Family Drug Center	517 West Front Street	Coeburn	Virginia	(276) 395-2257
Family Drug Center	110 West Main Street Suite 1	Lebanon	Virginia	(276) 889-1919
Fishersville Family Pharmacy	16 Gosnell Xing Ste 101	Staunton	Virginia	(540) 324-8042
Fork Union Pharmacy	4316B James Madison Highway	Fork Union	Virginia	(434) 842-3208
Greene Pharmacy	331 Main Street	Stanardsville	Virginia	(434) 985-3424
Hancock Lambert Pharmacy	342 Main Street	Clintwood	Virginia	(276) 926-6707
Haysi Drug Center	23906 Dickenson Highway	Haysi	Virginia	(276) 865-5135
Hidenwood Pharmacy, Inc	35 Hidenwood Shopping Center	Newport News	Virginia	(757) 595-1151

Hometown Pharmacy	196 Amelon Square	Madison Heights	Virginia	(434) 929-1000
Hometown Pharmacy	199 Old Courthouse Road	Appomattox	Virginia	(434) 352-3784
Hopewell Drug	2508 Gray Street	Hopewell	Virginia	(804) 458-3784
Jefferson Good Neighbor Pharmacy	194 B Turkeysag Trail	Palmyra	Virginia	(434) 589-7902
Jones & Counts Pharmacy	251 Main Street	Haysi	Virginia	(276) 865-5560
Lantz's Pharmacy & Gifts	5015 Main Street	Stephens City	Virginia	(540) 869-1660
Lawrence Pharmacy	1156 North George Washington Highway	Chesapeake	Virginia	(757) 487-3458
Lee Davis Pharmacy	7016 Lee Park Rd Suite 400	Mechanicsville	Virginia	(804) 730-9200
Loudoun Community Pharmacy	19415 Deerfield Avenue Suite 116	Lansdowne	Virginia	(833) 999-1002
Madison Drug Company Inc	114 North Main Street	Madison	Virginia	(540) 948-4400
Marshall's Drug Store	50 Cross Street	Urbanna	Virginia	(804) 758-5344
McGuire Park Pharmacy	2106 East Main Street	Richmond	Virginia	(804) 344-4444
Medical Arts Pharmacy	1101 Sam Perry Boulevard Suite 120	Fredericksburg	Virginia	(540) 740-1425
Medical Park Pharmacy	1503 Slate Creek Road	Grundy	Virginia	(276) 935-6455
Montpelier Pharmacy	17128 Mountain Road	Montpelier	Virginia	(804) 883-6363
Olde Virginia Pharmacy	1592 Fincastle Street TPKE	Tazewell	Virginia	(276) 988-7977
Orange Pharmacy	130 West Main Street	Orange	Virginia	(540) 661-5006
Remington Drug Co	207 East Main Street	Remington	Virginia	(540) 439-3247
Scottsville Pharmacy	295B East Main Street	Scottsville	Virginia	(434) 286-6009
Smith's Pharmacy	111 South Broad Street	Kenbridge	Virginia	(434) 676-2266
Stuarts Draft Family Pharmacy	2929 Stuarts Draft Highway Suite 101	Stuarts Draft	Virginia	(540) 337-3776
Top Notch Family Pharmacy	943 Preston Avenue	Charlottesville	Virginia	(434) 995-5595
True Blue Pharmacy Inc	12235 Grapefield Road Suite 1	Bastian	Virginia	(276) 688-2424
Valley Pharmacy	351 Valley Health Way Suite 210	Front Royal	Virginia	(540) 635-0736
Valley Pharmacy	190 Campus Boulevard Suite 110	Winchester	Virginia	(540) 536-8899
Walnut Hill Pharmacy	1950 South Sycamore Street	Petersburg	Virginia	(804) 733-7711
Westbury Apothecary	8903 Three Chopt Road	Henrico	Virginia	(804) 285-3428
Westwood Pharmacy	5823 Patterson Avenue	Richmond	Virginia	(804) 288-1933
Wildcat Pharmacy	11231 Indian Creek Road	Pound	Virginia	(276) 796-2200
Your Gordonsville Pharmacy	400 Gordon Avenue Ste D	Gordonsville	Virginia	(540) 832-0000
Acts Pharmacy and Healthcare Services	1901 South Union Avenue Building B Suite 2011	Tacoma	Washington	(253) 272-0324
Akers United Drug	406 North Park Street	Chewelah	Washington	(509) 935-8441
Davenport Good Neighbor Pharmacy	525 Morgan Street	Davenport	Washington	(509) 725-1151

Edmonds Pharmacy	7631 212th Street Southwest Suite D100	Edmonds	Washington	(425) 977-4880
Fairway Drug	1758 Front Street, Suite 106	Lynden	Washington	(360) 354-1226
Family Pharmacy	7315 212th Street Southwest Suite 100	Edmonds	Washington	(425) 778-7778
Ferndale Pharmacy	2057 Alder Street	Ferndale	Washington	(360) 325-4310
Hart and Dilatush Pharmacy	601 West Riverside Suite 140	Spokane	Washington	(509) 624-2111
Kelley-Ross Pharmacy at the Polyclinic	904 7th Avenue Suite 103	Seattle	Washington	(206) 324-6990
Lakeside Pharmacy	1117 Main Street	Oroville	Washington	(509) 476-4747
Laketown Pharmacy	1550 S Pioneer Way Ste 105	Moses Lake	Washington	(509) 765-8891
Neil's Pharmacy	512 West Franklin	Shelton	Washington	(360) 426-3327
Pharm A Save Monroe	17788 147th Street Southeast	Monroe	Washington	(360) 794-4641
Rx Pharmacy	800 Swift Boulevard Suite 140	Richland	Washington	(509) 713-7444
Sumas Drug	1143 Cherry Street	Sumas	Washington	(360) 988-2681
Tallmans Pharmacy	4 West Main Street	Walla Walla	Washington	(509) 525-1010
Tekoa Pharmacy	124 North Crosby Street	Tekoa	Washington	(509) 284-4205
Tri-Area Pharmacy	93 Oak Bay Road	Port Hadlock	Washington	(360) 379-9800
Union Center Pharmacy	2324 EASTLAKE AVE E, Suite 405	Seattle	Washington	(206) 441-9174
Valley Drug	208 East Main Street	Everson	Washington	(360) 966-3481
Whitestone Pharmacy	316 South Whitcomb Avenue	Tonasket	Washington	(509) 486-9120
Whole Health Pharmacy	800 South Pearl Street Suite 1	Ellensburg	Washington	(509) 925-6800
Bison Rx Inc	20442 Charleston Road	Buffalo	West Virginia	(304) 937-3000
Cox Family Pharmacy	2012 Garfield Avenue Suite C	Parkersburg	West Virginia	(304) 893-9100
Cox Family Pharmacy	1212 Garfield Avenue Suite 102	Parkersburg	West Virginia	(304) 865-7600
Four Seasons Pharmacy	300 Morrison Drive	Princeton	West Virginia	(304) 487-0015
Goodykoontz Drug Store Inc	2924 East Cumberland Road	Bluefield	West Virginia	(304) 325-7121
Hurley Drug Company Inc	210 Logan Street	Williamson	West Virginia	(304) 235-3535
laeger Pharmacy	4381 Coal Heritage Road, US Route 52	laeger	West Virginia	(304) 938-2819
J & B Drugstore	352 Main Street	Grantsville	West Virginia	(304) 354-7737
Main Street Pharmacy	435 West Main Street Suite 1	Oak Hill	West Virginia	(304) 465-7200
Med Rx	620 National Rd Suite 400	Wheeling	West Virginia	(304) 232-4984
Moundsville Pharmacy	118 North Lafayette Avenue	Moundsville	West Virginia	(304) 845-0390
New Haven Pharmacy	307 5TH ST	NEW HAVEN	West Virginia	(304) 882-2005
New Martinsville Pharmacy	155 North Street	New Martinville	West Virginia	(304) 455-2171
Patterson's Drug Store	134 South Queen Street	Martinsburg	West Virginia	(304) 267-8903

Pine Grove Pharmacy	13030 Shortline Hwy	Pine Grove	West Virginia	(304) 889-3131
Riverside Pharmacy	22 Larry Joe Harless Drive	Gilbert	West Virginia	(304) 664-3343
Rxbytel Pharmacy #1	425 Washington Street West	Charleston	West Virginia	(304) 342-6001
Shepherdstown Pharmacy	7670 Martinsburg Pike Suite 2	Shepherdstown	West Virginia	(304) 876-9966
Sistersville Pharmacy	312 Diamond Street	Sistersville	West Virginia	(304) 652-3711
South Fork Pharmacy	732 North Main St	Moorefield	West Virginia	(304) 530-1044
Spring Mills Pharmacy	5759 Williamsport Pike Suite 105	Matinsburg	West Virginia	(681) 242-3997
Waterfront Family Pharmacy	215 Don Knotts Boulevard Suite 120	Morgantown	West Virginia	(304) 225-7979
Brownstone Rx	114 West Bayfield Street	Washburn	Wisconsin	(715) 373-5588
Crivitz Pharmacy	710 Main Avenue	Crivitz	Wisconsin	(715) 854-7425
Gwidt Pharmacy	203 East Westgor Avenue	Wittenberg	Wisconsin	(715) 253-2164
Heike Pharmacy	213 West Main Street	Durand	Wisconsin	(715) 672-5202
Infinity Pharmacy	2700 South 60th Street	Milwaukee	Wisconsin	(414) 988-0008
Luck Pharmacy	132 South Main Street	Luck	Wisconsin	(715) 472-2122
Manitowoc Pharmacies	919 South 8th Street	Manitowoc	Wisconsin	(920) 684-6789
Nicolet Pharmacy	15481 Commercial Road	Lakewood	Wisconsin	(715) 276-3646
Oconto Falls Pharmacy	323 East Highland Drive	Oconto Falls	Wisconsin	(920) 848-3721
Oconto Pharmacy	1008 Main Street	Oconto	Wisconsin	(920) 834-4455
Peshtigo Pharmacy	220 French Street	Peshtigo	Wisconsin	(715) 582-4237
Pulaski Pharmacy	121 North Saint Augustine Street	Pulaski	Wisconsin	(920) 822-3011
Sniteman Pharmacy	N3708 River Ave STE A	Neillsville	Wisconsin	(715) 743-3500
The Apothecary	1470 Webb Street	Cumberland	Wisconsin	(715) 822-2424
Tomahawk Pharmacy	844 North 4th Street	Tomahawk	Wisconsin	(715) 453-6600
Yellow River Pharmacy	7438 Main Street West	Webster	Wisconsin	(715) 866-8644
Medical Hill Pharmacy	407 South Medical Arts Court, Suite A	Gillette	Wyoming	(307) 685-2899
Palace Pharmacy	1255 Main St	Lander	Wyoming	(307) 332-2270
Powell Drug	140 North Bent Street	Powell	Wyoming	(307) 754-2031
Ricker Pharmacy	1801 Big Horn Avenue	Worland	Wyoming	(307) 347-2281
Shatto's Frontier Drug	1202 East Richards Street	Douglas	Wyoming	(307) 358-5077
South Street Pharmacy	1456 South Street	Wheatland	Wyoming	(307) 322-2486
Vicklund Pharmacy	610 South 6th Street	Thermopolis	Wyoming	(307) 864-2369

## FRANCHISEES THAT LEFT THE SYSTEM

Account Name	Business Street Address	Business Address City	Business Address State	Business Phone
Ponders Mountain Pharmacy	29812 Alabama Highway 71	Bryant	Alabama	(256) 597-4070
Express Meds	1800 Alabama Highway 157 Suite 101	Cullman	Alabama	(256) 255-1142
Adams Drugs Deatsville	2175 B Highway 31 N	Deatsville	Alabama	(334) 351-9550
Massey Drugs	3501 Cloverdale Road	Florence	Alabama	(256) 718-3500
Massey Drugs Northwood	1702 North Wood Avenue	Florence	Alabama	(256) 767-3100
North Jefferson Pharmacy	341 Walker Chapel Plaza Suite 109	Fultondale	Alabama	(205) 502-1010
Patterson Pharmacy	7513 Patterson Drive	Leeds	Alabama	(205) 699-5113
Livingston Drug	108 Lafayette Street	Livingston	Alabama	(205) 652-9595
Adams Drugs - Millbrook	185 Ashton Plaza Street	Millbrook	Alabama	(334) 386-3501
Springhill Pharmacy	3715 Dauphin Street, Suite 1E	Mobile	Alabama	(251) 410-3870
Adams Drugs - Copperfield	7200 Copperfield Drive Suite A	Montgomery	Alabama	(334) 386-9370
Adams Drugs - East	35 Mitchell Drive	Montgomery	Alabama	(334) 272-0802
Adams Drugs Chantilly Corner	9168 Eastchase Parkway	Montgomery	Alabama	(334) 386-7068
Adams Drugs Perry Hill Place	1633 Perry Hill Rd	Montgomery	Alabama	(334) 386-8813
Adams Drugs South	3016 McGehee Road	Montgomery	Alabama	(334) 281-1671
Adams Drug-Vaughn Road	8189 Vaughn Road	Montgomery	Alabama	(334) 277-4800
Adams Street Drug	934 Adams Avenue	Montgomery	Alabama	(334) 264-3496
Adams Drugs - Prattville	103 South Memorial Drive	Prattville	Alabama	(334) 358-5353
Lowry Drugs and Gifts	3705 Highway 431 Suite B	Roanoke	Alabama	(334) 863-6337
Family Health Pharmacy	55298 Highway 17	Sulligent	Alabama	(205) 698-9770
Adams Drugs - Wetumpka	5268 US Highway 231	Wetumpka	Alabama	(334) 567-5136
York Drug	583 Fourth Avenue	York	Alabama	(205) 725-8118
Bernie's Pharmacy	4100 Lake Otis Parkway Suite 200	Anchorage	Alaska	(907) 562-2138
Alaska Family Pharmacy	248.1 Mile Parks Highway	Healy	Alaska	(907) 683-3636
Our Doctor's Pharmacy	3190 East Meridian Park Loop Suite 110	Wasilla	Alaska	(907) 376-5700
Atkins Family Pharmacy	1601 B North Church	Atkins	Arkansas	(479) 641-7878
Bearden Pharmacy	26 NW 1st Street	Bearden	Arkansas	(870) 687-3174
Birch Tree Communities, Inc.	1718 Old Hot Springs Highway	Benton	Arkansas	(501) 303-1634

Collier Drug - Bentonville	2900 Medical Center Parkway, Suite 120	Bentonville	Arkansas	(479) 846-8300
Getwell Rx	123 South 2nd Street	Cabot	Arkansas	(501) 422-6800
Mitchell's Park Street Pharmacy	526 Park St. PO Box 569	Calico Rock	Arkansas	(870) 297-8107
Collier Drug-Centerton	991 West Centerton Boulevard	Centerton	Arkansas	(479) 795-8199
Polk Pharmacy	333 Madison Street	Clarendon	Arkansas	(870) 747-3304 Ext 50195
American Home Pharmacy	129 Bone Street	Clinton	Arkansas	(501) 745-4266
Cate Pharmacy	500 North Missouri	Corning	Arkansas	(870) 857-6766
Goodman Drug Company	1109 West Main Street	Corning	Arkansas	(870) 857-0551
Medic Pharmacy	347 West Oak Street	El Dorado	Arkansas	(870) 862-4931
Collier Drug-Elkins	2491 North Center Street	Elkins	Arkansas	(479) 442-6060
Smith Drug & Company	133 East Van Buren	Eureka Springs	Arkansas	(479) 253-6000
Collier Drug-Farmington	197 East Main Street	Farmington	Arkansas	(479) 267-4303
Collier Drug-North Hills	3380 North Futrall Drive Suite 2	Fayetteville	Arkansas	(479) 443-9200
Forrest City Family Pharmacy	2307 North Washington Street	Forrest City	Arkansas	(870) 581-9029
TruCare Pharmacy	7206 HIGHWAY 271 S	FORT SMITH	Arkansas	(479) 922-2253
Anderson's Discount Pharmacy	700 Lexington Avenue	Ft. Smith	Arkansas	(479) 782-2881
Greenbrier Pharmacy	61A South Broadway Street	Greenbrier	Arkansas	(501) 402-4906
Hampton Medical Pharmacy	344 South Lee Street	Hampton	Arkansas	(870) 798-4247
Hector Pharmacy	11167 SR 27	Hector	Arkansas	(479) 284-2011
Collier Compounding	5203 Willow Creek Dr. Suite 2	Johnson	Arkansas	(479) 935-4336
Collier Drug-Willow Creek	5201 Willow Creek Drive	Johnson	Arkansas	(479) 521-7876
Camp's Medical Pharmacy	4109 E Johnson Ave Ste A	Jonesboro	Arkansas	(870) 910-5550
Pat't Super V Drugstore	1000 A East Matthews	Jonesboro	Arkansas	(870) 972-6470
Southern Pharmacy of Arkansas	3001 Apache Drive	Jonesboro	Arkansas	(870) 972-1751
Stones Pharmacy	417 East Matthews Avenue	Jonesboro	Arkansas	(870) 935-5538
Southern Pharmacy of Arkansas	803 Highway 18, Suite B	Lake City	Arkansas	(870) 237-8010
Southern Pharmacy of Arkansas	109 South Main	Leachville	Arkansas	(870) 539-6831
Southern Pharmacy of Arkansas	730 Greenwood Avenue, Suite A	Lepanto	Arkansas	(870) 475-2617
City Pharmacy	1801 Broadway	Little Rock	Arkansas	(501) 374-6565
Freiderica Pharmacy and Compounding	400 West Capitol, Suite 100 B	Little Rock	Arkansas	(501) 374-2207

Market Place Pharmacy of Little Rock	11316 Huron Lane	Little Rock	Arkansas	(501) 225-5056
The Drug Store Inc	11121 North Rodney Parham Road Suite 42B	Little Rock	Arkansas	(501) 223-2636
Lackie Drug Store	719 North Center Street	Lonoke	Arkansas	(501) 676-6566
Wagner Pharmacy	3644 West State Highway 18	Manila	Arkansas	(870) 561-1500
MedRelief Pharmacy	2895 State Highway 77 South Suite 3	Marion	Arkansas	(870) 739-1700
Southern Pharmacy Of Arkansas	203 Newsome Dr Ste A	Marked Tree	Arkansas	(870) 358-2135
Mayflower Family Pharmacy	616B Highway 365	Mayflower	Arkansas	(501) 470-9898
Corner Drug Store	830 East Main Street	Melbourne	Arkansas	(870) 368-7171
Southern Pharmacy of Arkansas	214 West Drew Avenue	Monette	Arkansas	(870) 486-2111
Medi-Quik Pharmacy	442 North Main Street	Mulberry	Arkansas	(479) 997-8033
Darling Pharmacy	1303 McLain Street	Newport	Arkansas	(870) 523-5888
The Pill Peddler Pharmacy	1741 S US Highway 61	Osceola	Arkansas	(870) 563-0777
Burns Drug Store	615 West Commercial Street	Ozark	Arkansas	(479) 667-3131
Drug Room Inc	1700 West 42nd Avenue	Pine Bluff	Arkansas	(870) 536-3980
Med Center Pharmacy	2901 Medical Center Drive	Pocahontas	Arkansas	(870) 892-4495
Pottsville Pharmacy	7146 River Rd	Pottsville	Arkansas	(479) 498-4130
Collier Drug-Prairie Grove	801 East Douglas Street	Prairie Grove	Arkansas	(479) 846-2195
Stanley Pharmacy	2007 West Beebe Capps Expressway	Searcy	Arkansas	(501) 305-1000
Jepson Drug and Gifts	623 South Mount Olive Street	Siloam Springs	Arkansas	(479) 524-4311
Community Pharmacy of Springdale	400 West Emma Avenue	Springdale	Arkansas	(479) 750-2220
Buerkle Drug Company	202 South Main Street	Stuttgart	Arkansas	(870) 673-3784
Coker Hampton Drug Co	218 South Main Street	Stuttgart	Arkansas	(870) 673-2691
Dean's Pharmacy # 2	102 E 22nd St	Stuttgart	Arkansas	(870) 672-4790
Collier Drug-Har-Ber	171 North Maestri Road Suite 3	Tontitown	Arkansas	(479) 361-5727
Hudson Pharmacy	1609 East Main	Van Buren	Arkansas	(479) 474-1193
Rogers Pharmacy	221 Southwest 2nd Street	Walnut Ridge	Arkansas	(870) 886-5700
Woodlands Pharmacy	7197 Sheridan Rd., Suite 109	White Hall	Arkansas	(870) 247-3900
Wynne Apothecary	411 South Falls Boulevard	Wynne	Arkansas	(870) 238-8511
Kramers Pharmacy	29525 Canwood Street	Agoura Hills	California	(818) 706-8099
Payless Pharmacy	1118 South Garfield Avenue, Suite 101	Alhambra	California	(626) 457-8878



Medical Arts Rexall Pharmacy	1120 West La Palma Suite 1	Anaheim	California	(714) 776-2800
RE Community Pharmacy	2571 West La Palma Avenue Suite A	Anaheim	California	(714) 576-5878
Spectrum Pharmacy	1236 North Magnolia Avenue	Anaheim	California	(714) 826-6246
Queens Pharmacy	18522 Highway 18, Suite 103	Apple Valley	California	(760) 946-4700
Rancho Drugs	17798 Wika Road	Apple Valley	California	(760) 242-4900
Arcadia Center Pharmacy	631 West Duarte Road	Arcadia	California	(626) 446-3300
Hinas Mercy Southwest	500 Old River Road, Suite 125	Bakersfield	California	(661) 663-0977
Ming & H Drugs	1717 Ming Avenue	Bakersfield	California	(661) 831-4050
PEOPLE'S PHARMACY	5913 NILES ST STE 2	BAKERSFIELD	California	(661) 493-0408
People's Pharmacy #2	2019 21st Street Suite B	Bakersfield	California	(661) 843-7270
People's Pharmacy #3	4813 Coffee Road Suite 300	Bakersfield	California	(661) 679-7363
Teplow Drugs -SF	404 East Main Street	Barstow	California	(760) 256-2726
Total Care Pharmacy	1657 E 6th Street	Beaumont	California	(951) 769-3105
Olympic Blvd Pharmacy	8950 West Olympic Boulevard, Suites 103 and 104	Beverly Hills	California	(310) 274-8080
Procure Pharmacy	18671 Valley Boulevard Unit B	Bloomington	California	(909) 990-3000
Valley Medical Pharmacy	630 Main Street	Brawley	California	(760) 344-6303
White Cross Pharmacy	602 Main Street	Brawley	California	(760) 344-3131
Carmel Drug Store	3 NW Ocean Avenue	Carmel	California	(831) 624-3819
Ceres Drug Store	2929 4th Street	Ceres	California	(209) 537-0718
Gill Pharmacy	2600 Mitchell Road Suite G	Ceres	California	(209) 537-4455
Grandview Pharmacy	13768 Roswell Avenue, Suite 111	Chino	California	(909) 548-6186
Kirin Pharmacy	3110 Chino Avenue Suite 100	Chino Hills	California	(909) 548-0404
Loyalty Pharmacy	327 Trinity Avenue	Chowchilla	California	(559) 715-4516
Script Life Pharmacy	255 West Herndon Avenue, Suite 101	Clovis	California	
Coles Village Pharmacy	223 East Third Street	Corona	California	(951) 444-7057
Vista Drug	821 West 19th Street	Costa Mesa	California	(949) 642-4500
White Front Pharmacy	1175 Baker Street Suite A-6	Costa Mesa	California	(714) 540-2882
Loyalty Pharmacy 2	16385 Schendel Avenue Suite K	Delhi	California	(209) 600-4417
Downey Plaza Pharmacy	11480 Brookshire Avenue, Suite 102	Downey	California	(562) 861-5010
Pacific Pharmacy	11525 Brookshire Avenue, Suite 100	Downey	California	(562) 862-1302

Zweber Apothecary	11411 Brookshire Avenue, Suite 107	Downey	California	(562) 923-1256
Zweber Apothecary #3	10800 South Paramount Boulevard, Suite 101	Downey	California	(562) 861-1203
Sav-now Pharmacy	9814 Garvey Avenue, Suite 24	El Monte	California	(626) 579-1270
Escondido Pharmacy & DME	909 East Valley Parkway	Escondido	California	(760) 480-1081
Express Pharmacy	1111 East Washington Avenue Suit C	Escondido	California	(760) 755-7880
*Cloney's Red Cross Pharmacy	525 5th Street	Eureka	California	(707) 443-1614
Cloneys Long Term Care Pharmacy	525 5th Street Suite B	Eureka	California	(707) 443-8452
Cloney's Prescription Pharmacy	2515 Harrison Avenue	Eureka	California	(707) 443-7086
VILLAGE PHARMACY	587 E ELDER ST STE C	FALLBROOK	California	(760) 645-3021
Forestville Pharmacy	6652 Front Street	Forestville	California	(707) 887-2260
Mendocino Coast Pharmacy	350 Cypress Street	Fort Bragg	California	(707) 962-0800
Tao Wellness Pharmacy	16931 Bushard Street	Fountain Valley	California	(714) 593-5654
Capsule Pharmacy	2557 Mowry Avenue Suite 11	Fremont	California	(510) 896-8121
Care Rx Pharmacy	302 East Bullard Avenue	Fresno	California	(559) 261-9888
Manor Drug	5795 North First Street	Fresno	California	(559) 431-4142
Mymed Pharmacy	7141 North Cedar Avenue, Suite 104	Fresno	California	(559) 325-6633
Sunny Hills Pharmacy	1907 Sunny Crest Drive	Fullerton	California	(714) 871-8190
Grove Harbor Medical Center Pharmacy	12555 Garden Grove Boulevard Suite 102	Garden Grove	California	(714) 636-0593
Saigon Pharmacy	14384 Brookhurst Street	Garden Grove	California	(714) 531-1740
VN Drugs	13075 Harbor Boulevard	Garden Grove	California	(714) 638-2888
VN Drugs	13075 Harbor Boulevard	Garden Grove	California	(714) 638-2888
Gardena Professional Pharmacy	1045 West Redondo Beach, Suite 140	Gardena	California	(310) 532-0222
986 Pharmacy #8007	1809 Verdugo Blvd Suite 110	Glendale	California	(818) 928-1304
Trinity Pharmacy	1335 South Grand Avenue	Glendora	California	(626) 335-2700
Hacienda Heights Pharmacy	17170 Colima Road Suite F	Hacienda Heights	California	(626) 839-8900
Teds Drugs	27453 Hesperian Boulevard	Hayward	California	(510) 782-6494
Corner Drug Store	2087 East Florida Avenue	Hemet	California	(951) 658-7207
Coyote Valley Pharmacy	18990 Coyote Valley Road Suite 2	Hidden Valley Lake	California	(707) 227-7146
986 Pharmacy #8005	2670 East Gage Avenue Unit 10A	Huntington Park	California	(323) 749-6500

Healthy Family Pharmacy	7932 Seville Avenue	Huntington Park	California	(323) 582-5286
Med Center Pharmacy	4950 Barranca Parkway Suite 102	Irvine	California	(949) 857-2141
Kelseyville Pharmacy	3720 Main Street	Kelseyville	California	(707) 227-7146
Grossmont Pharmacy	5565 Grossmont Center Drive Suite 150	La Mesa	California	(619) 462-2400
Grossmont Pharmacy	5565 Grossmont Center Drive Suite 150	La Mesa	California	(619) 462-2400
986 Specialty Pharmacy #1 Inc	1647 North Hacienda Boulevard	La Puente	California	(626) 850-5318
986 Pharmacy	2143 Foothill Boulevard	La Verne	California	(909) 596-6168
Laguna Drug	239 Broadway Street	Laguna Beach	California	(949) 715-9202
Rite Price Pharmacy	23653 El Toro Road Suite A	Lake Forest	California	(949) 586-7780
North Lake Medical Pharmacy #1	5136 Hill Road East	Lakeport	California	(707) 263-6192
North Lake Medical Pharmacy #2	347 Lakeport Boulevard	Lakeport	California	(707) 263-1328
Leo's Lakeside Pharmacy	9943 Maine Avenue	Lakeside	California	(619) 443-1013
Live Oak Pharmacy	9970 Live Oak Boulevard	Live Oak	California	(530) 695-5100
AA Pharmacy	625 West College Street Suite 101	Los Angeles	California	(213) 680-9616
Atlantic Pharmacy	5119 East Beverly Boulevard	Los Angeles	California	(323) 264-5060
Bravo Pharmacy	7316 Compton Avenue	Los Angeles	California	(323) 586-9828
Columbus Pharmacy	861 North Broadway	Los Angeles	California	(213) 622-2777
Discount Medical Pharmacy	2716 Griffith Park Boulevard	Los Angeles	California	(323) 661-8366
Eddie's Pharmacy	8408 Beverly Boulevard	Los Angeles	California	(310) 358-2400
Horton & Converse Pharmacy	11600 Wilshire Boulevard	Los Angeles	California	(310) 478-0801
Horton & Converse Pharmacy	9201 Sunset Boulevard	Los Angeles	California	(323) 272-0488
Horton & Converse Pharmacy	10250 Santa Monica Boulevard	Los Angeles	California	(310) 557-2332
Horton & Converse Pharmacy	8631 West 3rd Street Suite 315E	Los Angeles	California	(310) 659-6111
Marco's Farmacia	4762 East Whittier Boulevard	Los Angeles	California	(323) 269-7958
Sun Drug	1803 Hillhurst Avenue	Los Angeles	California	(323) 663-8017
WEST VAL CARE PHARMACY	2121 W 6TH ST	LOS ANGELES	California	(213) 483-1100
Westside Pharmacy	11504 Santa Monica Boulevard	Los Angeles	California	(310) 479-0200
BK Pharmacy Corp	1129 West Forth Street, Suite A	Madera	California	(559) 675-1688
Madera Medical Pharmacy	402 South Madera Avenue, Suite A	Madera	California	(559) 674-8553

New Life Pharmacy	483 East Almond Avenue Suite 102	Madera	California	(559) 674-4511
Lisa Family Pharmacy	14137 Lakeridge Court	Magalia	California	(530) 873-0460
Marina del Rey Pharmacy	4558 South Admiralty Way	Marina del Rey	California	(310) 823-5311
Peach Tree Pharmacy	5730 Packard Avenue Suite 620	Marysville	California	(530) 741-9800
*Cloney's McKinleyville Pharmacy	1567 City Center Road	McKinleyville	California	(707) 840-9923
Mendocino Village Pharmacy	10501 Lansing Street	Mendocino	California	(707) 937-4800
Mendocino Village Pharmacy	10501 Lansing Street	Mendocino	California	(707) 937-4800
Valley Prescription and Compounding Pharmacy	330 East 13th Street	Merced	California	(209) 722-5765
Cal Med Pharmacy	24031 Marguerite Parkway Suite A	Mission Viejo	California	(949) 586-1700
MONTCLAIR PHARMACY	5404 MORENO ST STE F	MONTCLAIR	California	(909) 920-0100
Monte Vista Pharmacy	9635 Monte Vista Avenue Suite 202	Montclair	California	(909) 624-9633
986 Pharmacy	701 South Atlantic Boulevard Suite 168	Monterey Park	California	(702) 477-0311
Kang Kang Pharmacy	329 North Garfield Avenue	Monterey Park	California	(626) 280-8833
Yan Yan Pharmacy	228 North Garfield Avenue Suite 101	Monterey Park	California	(626) 572-7261
Procure Pharmacy	25405 Hancock Avenue 100	Murrieta	California	(951) 304-2038
Family Drug	1805 Old Sonoma Road	Napa	California	(707) 363-1607
Newark Haller's Pharmacy	6170 Thornton Avenue	Newark	California	(510) 797-4333
Lyons Pharmacy & Compounding Lab	23206 Lyons Avenue Suite 112	Newhall	California	(661) 777-7770
Pharmco Drugs	2844 Hamner Avenue	Norco	California	(951) 734-1668
Pharmco Drugs	2844 Hamner Avenue	Norco	California	(951) 734-1668
Superior Pharmacy	11755 Victory Boulevard Suite 100-A	North Hollywood	California	(818) 980-9888
Gemmels Compounding Pharmacy	143 North Euclid Avenue	Ontario	California	(909) 986-1129
Coachella Valley Pharmacy	77932 Country Club Drive Suite 2-2	Palm Desert	California	(760) 223-7188
White Cross Pharmacy #1	1717 East Vista Chino Drive Suite B-2	Palm Springs	California	(760) 322-6700
Maximart Pharmacy	240 Cambridge Avenue	Palo Alto	California	(650) 327-3922
Lisa Family Pharmacy	5954 Clark Road	Paradise	California	(530) 762-0057
Ararat Pharmacy	1717 East Walnut Street	Pasadena	California	(626) 798-6789
Fairmont Pharmacy	50 Bellefontaine Street Suite 103	Pasadena	California	(626) 793-1188
Pleasant Valley Pharmacy	11260 Pleasant Valley Road	Penn Valley	California	(530) 432-3921
Pine Cone Drug	19660 State Highway 88	Pine Grove	California	(209) 296-8777

Stoneridge Professional Pharmacy	5720 Stoneridge Mall Road, Suite 150	Pleasanton	California	(925) 463-2248
Farmacia Pomona	1749 North Garey Avenue	Pomona	California	(909) 326-1526
Royalty Pharmacy	1902 Royalty Drive Suite 110	Pomona	California	(909) 620-8008
Western University Pharmacy	795 East 2nd Street, Suite 1	Pomona	California	(909) 706-3730
Cucamonga Pharmacy	9349 Foothill Boulevard Suite A	Rancho Cucamonga	California	(909) 987-2518
DK Pharmacy	10431 Lemon Avenue, Suite G	Rancho Cucamonga	California	(909) 493-1500
Beeman's Redlands Pharmacy	255 Terracina Boulevard Suite 103	Redlands	California	(909) 792-2300
Victory Tampa Medical Pharmacy	19300 Vanowen Street	Reseda	California	(818) 345-6111
North Rialto Drug	531 East Foothill Boulevard	Rialto	California	(909) 875-2131
CARE PLUS PHARMACY	4990 ARLINGTON AVE STE A	RIVERSIDE	California	(951) 324-1610
986 Pharmacy	8054 GARVEY AVE STE 101	Rosemead	California	(626) 988-0106
Dong Tam Pharmacy	3163 San Gabriel Boulevard Suite 103	Rosemead	California	(626) 572-2929
Payless Pharmacy	8841 Valley Boulevard	Rosemead	California	(626) 287-2889
Payless Pharmacy III	3109 Del Mar Avenue	Rosemead	California	(626) 288-2878
Watsons Pharmacy & Home Health	8622 Garvey Avenue Suite 102	Rosemead	California	(626) 280-2223
A & O Clinic Pharmacy	610 East Romie Lane, Suite 1	Salinas	California	(831) 758-0976
A & O Specialty Pharmacy	536 Abbott Street	Salinas	California	(831) 769-0458
Kelly's Drug Store	64 East Saint Charles Street	San Andreas	California	(209) 754-3595
Jacks Drug Store	121 Tunstead Avenue	San Anselmo	California	(415) 454-1451
Don's Drugs	1222 West 5th Street	San Bernardino	California	(909) 884-0128
Alvarado Community Pharmacy	6367 ALVARADO COURT STE 109	SAN DIEGO	California	(619) 287-7697
Carmel Valley Pharmacy	12750 Carmel Country Road Suite A101	San Diego	California	(858) 481-4990
Via Verde Prescription Shoppe	1152 Via Verde Avenue	San Dimas	California	(909) 599-3444
San Jacinto Rexall Pharmacy	100 East Main Street	San Jacinto	California	(951) 654-9393
Bay Pharmacy	1661 Burdette Avenue, Suite A	San Jose	California	(408) 223-0180
Linda Rx Pharmacy	1569 Lexann Avenue, Suite 130	San Jose	California	(408) 270-2828
Los Alamitos Pharmacy	115 North Jackson Avenue, Suite 103	San Jose	California	(408) 259-1000

McKee Medical Pharmacy	2350 McKee Road, Suite A3	San Jose	California	(408) 923-8871
Tully Medical Clinic Pharmacy	1693 Flanigan Drive, Suite 104	San Jose	California	(408) 274-6698
Medical Arts Pharmacy	13847 East 14th Street Suite 103	San Leandro	California	(510) 357-1881
QUALITY-CARE PHARMACY	727 W SAN MARCOS BOULEVARD STE 113	SAN MARCOS	California	(760) 74-4595
Marin Medical Pharmacy	750 Las Gallinas Avenue, Suite 104	San Rafael	California	(415) 479-1930
Mi Farmacia San Ysidro	4630 Border Village Road Suite K-L	San Ysidro	California	(619) 428-3760
DiaCare Pharmacy	2212 East 4th Street Suite 102	Santa Ana	California	(714) 541-8150
South Main Aloha Pharmacy	618 South Main Street	Santa Ana	California	(714) 676-2078
Griffith Drugs	11721 Telegraph Road Unit I	Santa Fe Springs	California	(562) 949-1003
Horton & Converse Pharmacy	2001 Santa Monica Boulevard	Santa Monica	California	(310) 829-3401
SMC Pharmacy	1908 Santa Monica Boulevard, Suite 4	Santa Monica	California	(310) 315-9999
St John's Medical Plaza Pharmacy	1301 20th Street Suite 120	Santa Monica	California	(310) 453-6553
All Care Pharmacy	8790 Cuyamaca Street Suite B	Santee	California	(619) 449-0908
Sebastopol Family Pharmacy, Inc.	652 Petaluma Avenue Suite I1	Sebastopol	California	(707) 824-1876
Maxsons Drugs	14070 Ventura Boulevard	Sherman Oaks	California	(818) 789-0301
Michael's Pharmacy	4955 Van Nuys Boulevard	Sherman Oaks	California	(818) 905-0669
Fair Oaks Pharmacy	1526 Mission Street	South Pasadena	California	(626) 799-1414
Angkor Pharmacy	4555 North Pershing Avenue Suite 7	Stockton	California	(209) 473-4706
BJRX Pharmacy	1801 East March Lane, Suite B-280	Stockton	California	(209) 474-2888
FIRSTCARE PHARMACY	18555 VENTURA BLVD SUITE A	TARZANA	California	(818) 213-1000
986 Pharmacy	9612 Las Tunas Drive	Temple City	California	(626) 309-5052
Carson Pharmacy	21720 South Vermont Avenue Suite 101	Torrance	California	(310) 328-0982
CONCIERGE PHARMACY	23215 HAWTHONE BLVD STE B	TORRANCE	California	(310) 299-4999
Tormed Pharmacy	3440 Lomita Boulevard Suite 149	Torrance	California	(310) 326-7706
Foothills Drug Store	1906 Vista Del Lago Drive Suite G	Valley Springs	California	(209) 920-3299

986 Pharmacy #8006	6521 Van Nuys Boulevard.	Van Nuys	California	(818) 933-2010
Queens Pharmacy	12677 Hesperia Road, Suite 180	Victorville	California	(760) 962-1200
Your Drug Store	12370 Hesperia Road, Suite 7	Victorville	California	(760) 843-7299
Hillcrest Pharmacy North	1988 Hacienda Drive	Vista	California	(760) 295-2625
QD Pharmacy	112 La Casa Via Suite 100	Walnut Creek	California	(925) 939-6312
ScriptWorks - A Professional Pharmacy	480 North Wiget Lane	Walnut Creek	California	(925) 934-4400
Kilimanjaro Pharmacy	2345 Highway 46, Suite A	Wasco	California	(661) 240-5661
Better Value Pharmacy	2707 East Valley Boulevard Suite 100	West Covina	California	(626) 960-4723
Better Value Pharmacy	2707 East Valley Boulevard Suite 110	West Covina	California	(626) 960-4723
EZCARE PHARMACY	1535 W MERCED AVE SUITE 100	WEST COVINA	California	(626) 587-0400
Easycare Pharmacy	7320 Woodlake Avenue Suite 100	West Hills	California	(818) 927-1000
PRIMECARE PHARMACY	32144 Agoura Road Unit 101	Westlake Village	California	(818) 964-1000
Aloha Pharmacy	15611 Brookhurst Street	Westminster	California	(714) 839-1267
Kim An Pharmacy	15550 Brookhurst Street	Westminster	California	(714) 839-5888
Vo Pharmacy	12464 East Washington Boulevard	Whittier	California	(562) 646-3339
Willow Creek Pharmacy	39050 Highway 299	Willow Creek	California	(530) 629-3144
Eagle Drug	101 Main Street	Winters	California	(530) 795-4123
SUTTER PHARMACY	470 Plumas, Suite 103	Yuba City	California	(530) 821-5110
Berthoud Drug	330 Mountain Avenue	Berthoud	Colorado	(970) 532-2034
Berthoud Drug	330 Mountain Avenue	Berthoud	Colorado	(970) 532-2034
Mercy Pharmacy	2200 South Federal Boulevard Unit 3	Denver	Colorado	(720) 923-6892
Apotheca	129 W COLORADO AVE	Telluride	Colorado	(970) 728-0488
888 Pharmacy, INC.	5092 West 92nd Avenue Suite D8	Westminster	Colorado	(720) 617-7600
Connecticut Pharmacy of Madison LLC	200 Post Road Unit 9	Madison	Connecticut	(203) 421-2132
Connecticut Pharmacy Medical Supply	664 Main Avenue Unit B101	Norwalk	Connecticut	(203) 518-1146
Willimantic Pharmacy	972 Main Street	Willimantic	Connecticut	(860) 423-9600
Beacon Prescription	294 Main Street	Winsted	Connecticut	(860) 738-2506
Seaford Pharmacy	613 West Stein Highway	Seaford	Delaware	(302) 629-3737
Dupont Circle Pharmacy	1506 21st Street NorthWest Suite 100	Washington	District of Columbia	(202) 818-8070

His Grace Pharmacy	600 East Altamonte Drive, Suite 1400	Altamonte Springs	Florida	(407) 790-4863
ECKERDS PHARMACY #104	264 APOLLO BEACH BLVD	APOLLO BEACH	Florida	(813) 606-4577
Doctors Choice Pharmacy #2	7239 State Road 52	Bayonet Point	Florida	(727) 697-1090
A Plus Pharmacy	123 J Harvey Ethridge Street	Bonifay	Florida	(850) 547-5596
Eckerds Pharmacy	5139 Manatee Avenue West	Bradenton	Florida	(941) 538-7122
Lakewood Ranch Pharmacy	6310 Health Park Way Suite 130	Bradenton	Florida	(941) 907-1500
Xubex Community Pharmacy	500 State Road 436 Suite 1010	Casselberry	Florida	(407) 624-5088
Inspire Pharmacy	2019 Gulf To Bay Boulevard	Clearwater	Florida	(727) 441-6900
Lincourt Pharmacy	501 South Lincoln Avenue, Suite 10	Clearwater	Florida	(727) 447-4248
Webb's Square Pharmacy	2200 South Boulevard West	Davenport	Florida	(863) 421-9200
Placida Rx LLC	2828 South McCall Road Unit 218	Englewood	Florida	(941) 214-5498
Caremart Pharmacy	960 Northeast 62nd Street	Fort Lauderdale	Florida	(954) 229-0582
Grandmas Country Pharmacy Inc	11386 East Highway 316	Fort McCoy	Florida	(352) 236-0407
Fast & Friendly Pharmacy	13 West Broadway Street	Fort Meade	Florida	(863) 622-2087
Sunrise Rx Pharmacy	2336 Cleveland Avenue	Fort Myers	Florida	(239) 288-7450
Speedy Scripts II Pharmacy	2323 Northwest 19th Street Suite 6	Ft. Lauderdale	Florida	(954) 535-0318
Barnes Healthcare of Gainesville	1700 Northwest 80th Boulevard	Gainesville	Florida	(352) 333-2525
Wises Pharmacy	708 SW 4th Avenue	Gainesville	Florida	(352) 376-8286
Physician Family Pharmacy	5869 Lake Worth Road	Greenacres	Florida	(561) 501-1864
Gulf Breeze Apothecary	1177 Gulf Breeze Parkway	Gulf Breeze	Florida	(850) 677-9340
Care Med Pharmacy Group	4201 Palm Avenue Suite AA	Hialeah	Florida	(305) 200-3944
Las Villas Pharmacy Discount and Medical Supplies	716 West 29th Street	Hialeah	Florida	(305) 883-7476
Hollywood Discount Pharmacy	1150 North 35th Avenue Suite 105	Hollywood	Florida	(954) 989-6300
Cobalt Pharmacy, Inc.	7135 State Road 52 Suite 103	Hudson	Florida	(727) 378-3598
B&W Rexall Drugs	214 US Highway 41 South	Inverness	Florida	(352) 726-1021
Duval Pharmacy	2386 Dunn Avenue Suite 117	Jacksonville	Florida	(904) 696-8882
Jax Pharmacy	9323 Lem Turner Road	Jacksonville	Florida	(904) 222-8490



Marietta Pharmacy	8299 West Beaver Street Suite 5	Jacksonville	Florida	(904) 999-4884
Coastline Pharmacy LLC	2107 South US Highway 1	Jupiter	Florida	(561) 781-0013
Ira's Pharmacy	6338 Lantana Road Suite 52 & 53	Lake Worth	Florida	(561) 353-1292
FamilyCare Discount Pharmacy	1228 West Daughtery Road	Lakeland	Florida	(863) 272-6391
Doctor's Choice Pharmacy	11152 Starkey Road	Largo	Florida	(727) 498-8600
Lauderdale Pharmacy	4000 North State Road 7 Suite 103	Lauderdale Lakes	Florida	(954) 530-7171
Express Pharmacy	1450 East North Boulevard, Suite 1	Leesburg	Florida	(352) 460-0542
RX 2 You Inc	5598 8th Street West Unit 1	Lehigh Acres	Florida	(239) 215-4144
Striderite Pharmacy	7326 Royal Palm Blvd	Margate	Florida	(954) 317-3688
Black & White Pharmacy	1003 West Flagler Street	Miami	Florida	(407) 513-3010
BTV Pharmacy	1495 Northwest 54th Street	Miami	Florida	(305) 751-7882
Great Care Pharmacy #2	2505 Northwest 54th Street	Miami	Florida	(305) 636-2994
LifeSaver Pharmacy INC	11735 Southwest 147th Avenue Unit 5	Miami	Florida	(305) 385-0059
My Family Pharmacy & Discount	8410 West Flagler Street Suite 105B	Miami	Florida	(305) 200-5973
Village Pharmacy	9408 SW 87TH STREET SUITE 105	MIAMI	Florida	(305) 274-8955
Medplus Pharmacy	1545 Branan Field Road Suite 12	Middleburg	Florida	(904) 214-3105
Xpresso Pharmacy	6305B Miramar Parkway	Miramar	Florida	(954) 534-9779
Fast & Friendly Pharmacy	601 US Highway 27	Moore Haven	Florida	(863) 946-0006
SW Pharmacy	306 9th Street North	Naples	Florida	(239) 288-2929
USRx Pharmacy	11121 Health Park Boulevard Suite 700	Naples	Florida	(239) 216-8000
MediLink Pharmacy	5812 State Road 54	New Port Richey	Florida	(727) 846-1300
Rowan Discount Pharmacy	4140 Rowan Road	New Port Richey	Florida	(727) 372-1070
Town Pharmacy	14826 Tamiami Trail	North Port	Florida	(941) 429-7766
First Community Pharmacy	2775 Old Winter Garden Road	Ocoee	Florida	(407) 656-0641
Accardi Clinical Pharmacy	2583 South Volusia Avenue, Suite 100	Orange City	Florida	(386) 774-5800
Sunlife Pharmacy	3420 Tampa Road	Palm Harbor	Florida	(727) 491-8300
ECKERDS PHARMACY #102	907 10TH STREET EAST	PALMETTO	Florida	(941) 404-4121
El Jardin Pharmacy	259 North University Drive	Pembroke Pines	Florida	(305) 818-9511

Simfarose Pharmacy	10016 Pines Boulevard	Pembroke Pines	Florida	(954) 435-7200
HP Pharmacy	8730 49th Street North Suite #1	Pinellas Park	Florida	(727) 954-8857
Eco Pharmacy	801 South University Drive Suite C134	Plantation	Florida	(954) 990-5846
Medical III Pharmacy	4100 South Hospital Drive, Suite 101	Plantation	Florida	(954) 583-4100
Prescription Pad Pharmacy	333 Northwest 70th Avenue Suite 102	Plantation	Florida	(954) 791-2000
Pompano Pharmacy	60 Northeast 1st Street	Pompano Beach	Florida	(954) 943-3111
Embassy Pharmacy	9320 US Highway 19 North	Port Richey	Florida	(727) 842-3400
J's Pharmacy	6416 Ridge Road	Port Richey	Florida	(727) 847-2211
Medilink Pharmacy	11618 US Highway 19	Port Richey	Florida	(727) 819-8200
Family Drug Mart	7135 North US Hwy 1	Port Saint John	Florida	(321) 631-0300
Bayshore Pharmacy	1026 SouthWest Bayshore Boulevard	Port Saint Lucie	Florida	(772) 344-0410
Ridge Manor Pharmacy	34490 Cortez Boulevard	Ridge Manor	Florida	(352) 437-6851
Rockledge Discount Pharmacy	3650 Murrell Road Suite 120	Rockledge	Florida	(321) 735-4991
Bee Ridge Pharmacy	4086 Bee Ridge Road	Sarasota	Florida	(941) 378-0008
Sun Discount Pharmacy	3600 S Tuttle AVE	Sarasota	Florida	(941) 556-9622 Ext 0
SCRIPTS PHARMACY	4910 34 TH ST S	ST PETERSBURG	Florida	(727) 864-6383
Aviva Care Pharmacy LLC	2053 North University Drive	Sunrise	Florida	(954) 451-5578
Prescription Depot	8225 North Pine Island Road	Tamarac	Florida	(954) 773-2450
Advanced Rx Pharmacy 063	5315 Avion Park Drive Suite 120	Tampa	Florida	(727) 209-5722
Carrollwood Pharmacy	11775 North Dale Mabry Hwy	Tampa	Florida	(813) 961-8798
Logos Pharmacy	7543 W Waters ave	Tampa	Florida	(813) 886-2800
University Pain Management Center Pharmacy	3220 Cove Bend Drive	Tampa	Florida	(813) 615-0742
V & T Pharmacy	4040 West Waters Avenue, Suite 105	Tampa	Florida	(813) 443-4732
Medlab Pharmacy	7300 West McNab Road Suite 112	Tarmarac	Florida	(954) 400-0560
Sun Pharmacy of Venice	1214 East Venice Avenue Suite C	Venice	Florida	(941) 584-2080
Perkins Pharmacy	4015 20th Street	Vero Beach	Florida	(772) 978-6470
Eckerds Pharmacy	518 South 6th Avenue	Wauchula	Florida	(863) 774-3536
United Pharmacy	39514 Haverhill Road N #120	West Palm Beach	Florida	(561) 616-9000

Wells Specialty Pharmacy	3796 Howell Branch Road	Winter Park	Florida	(407) 671-8070
Medi Save Pharmacy	800 South Slappey Drive	Albany	Georgia	(229) 435-1306
Scott's Pharmacy	2205 East Oglethorpe Boulevard	Albany	Georgia	(229) 483-7908
The Prescription Shoppe	1807 Ledo Road	Albany	Georgia	(229) 434-1414
Arlington Rexall Drugs	84 Maxwell Street Southeast	Arlington	Georgia	(229) 725-4212
Athens Pharmacy	1086 Baxter Street	Athens	Georgia	(706) 850-5553
Hawthorne Drug Co	975-A Hawthorne Avenue	Athens	Georgia	(706) 548-5227
Barnes Healthcare Services	2030 Powers Ferry Road, Suite 325	Atlanta	Georgia	(678) 627-0077
Express Food & Pharmacy	2111 Campbellton Road Southwest	Atlanta	Georgia	(404) 755-4232
Express Pharmacy	296 Northside Drive Southwest	Atlanta	Georgia	(404) 549-7762
Market Pharmacy	209 Edgewood Avenue	Atlanta	Georgia	(770) 630-4037
Paylow Pharmacy	1180 Fairburn Road Southwest, Suite 500	Atlanta	Georgia	(404) 349-9940
Bennetts Hometown Pharmacy	3150 West Highway 84	Blackshear	Georgia	(912) 449-1400
Blackshear Drug Co	3487 US Highway 84	Blackshear	Georgia	(912) 449-6616
PIERCE FAMILY HEALTH MART PHARMACY	3150 Hwy 84 West	Blackshear	Georgia	(912) 449-1400
Bowdon Pharmacy	301 West College Street	Bowdon	Georgia	(770) 258-3366
Lovvorn Drug Company	404 Alabama Avenue	Bremen	Georgia	(770) 537-8889
Sherwood's Drug Shop, Inc.	4700 Nelson Brogdon Boulevard Suite 190	Buford	Georgia	(770) 945-9526
Calhoun Prescriptions	1100 Red Bud Road	Calhoun	Georgia	(706) 629-1001
Marketplace Pharmacy	9205 Lavonia Road	Carnesville	Georgia	(706) 384-2085
Turner Pharmacy	821 Dixie Street	Carrollton	Georgia	(770) 832-7076
Bradford Drugstore, Inc.	500 North Main Street	Cedartown	Georgia	(770) 748-3100
Cannon Drugs	357 Lee And Gordon Mill Road	Chickamauga	Georgia	(706) 956-5318
Clayton Pharmacy	100 South Main Street	Clayton	Georgia	(706) 782-3211
Woody's Pharmacy	5226 Dahlonga Highway	Clermont	Georgia	(770) 983-3510
Community Health Pharmacy	2100 Comer Avenue	Columbus	Georgia	
Open Gate Pharmacy #3	1714 Manchester Express Way	Columbus	Georgia	(706) 225-0022
Open Gate Pharmacy 1	2051 10th Avenue	Columbus	Georgia	(706) 323-0306
Open Gate Pharmacy 2	1807 C South Lumpkin Road	Columbus	Georgia	(706) 940-0365
The Medical Center Outpatient Pharmacy	710 Center Street	Columbus	Georgia	(706) 571-1992

Thomas Drugs	4105-C Buena Vista Road	Columbus	Georgia	(706) 569-8680
Rockdale Pharmacy	405 Sigman Road Northwest Suite B	Conyers	Georgia	(770) 648-7868
Arnold Drug Company	639 Irvin Street	Cornelia	Georgia	(706) 778-4918
Express Food & Pharmacy	3685 Braselton Highway Suite 101/102	Dacula	Georgia	(678) 889-2131
S & W Pharmacy	1710 Cleveland Highway	Dalton	Georgia	(706) 259-9787
McKinney's Apothecary	225 East Ponce De Leon Avenue, Suite 140	Decatur	Georgia	(404) 378-5408
Total Pharmacy +	2136 Candler Road	Decatur	Georgia	(404) 458-3108
Apothecary Shoppe Pharmacy	6126 Prestley Mill Road	Douglasville	Georgia	(770) 949-7977
Village Pharmacy	3697 Highway 5 Suite 6	Douglasville	Georgia	
Williams Pharmacy	8697 Hospital Drive Suite 201	Douglasville	Georgia	(678) 695-7927
GILL DRUGS	54 E OGLETHORPE ST	ELLAVILLE	Georgia	(229) 937-2002
Jones Pharmacy	575 North Glynn Street	Fayetteville	Georgia	(770) 461-3911
Citizens Pharmacy	5325 Atlanta Highway	Flowery Branch	Georgia	(770) 967-3324
Trustee Drugs INC	381 Forest Parkway Suite A	Forrest Park	Georgia	(404) 366-9088
Franklin Pharmacy	271 East Court Square	Franklin	Georgia	(706) 675-3376
Grantville Pharmacy	16 Main Street Unit 1	Grantville	Georgia	(770) 583-9973
SCOTTIE DISCOUNT DRUGS	20 N FOREST AVE	HARTWELL	Georgia	(706) 376-5026
Prestige Pharmacy	6375 McGinnis Ferry Road Suite 102	Johns Creek	Georgia	(678) 869-6000
Gwinnett Drugs	905 Parkside Walk Lane Suite 108	Lawrenceville	Georgia	(770) 995-5911
Salveo Integrative Pharmacy	311 Gwinnett Drive Suite 250	Lawrenceville	Georgia	(404) 585-5445
Medical Arts Pharmacy	1193 Forsyth Street	Macon	Georgia	(478) 746-8331
Mike's Medical Pharmacy	1377 Pio Nono Avenue	Macon	Georgia	(478) 742-1486
METTER PHARMACY	705 S LEWIS ST	METTER	Georgia	(912) 685-6337
NeighborCare Pharmacy	3 Short Street	Monticello	Georgia	(762) 435-7019
Marks Discount Drugs	10172 Main Street North	Nahunta	Georgia	(912) 462-6386
Coweta Pharmacy	101 Greison Trail Suite A	Newnan	Georgia	(678) 673-6860
Lee Goodrum Eastside Pharmacy	134 Millard Farmer Industrial Boulevard	Newnan	Georgia	(770) 251-4808
Lee Goodrum Pharmacy	40 Hospital Road	Newnan	Georgia	(770) 253-1121
Lee King Pharmacy	18 Cavender Street	Newnan	Georgia	(770) 253-1622
Express Pharmacy	3330 Peachtree Corners Circle Suite G	Norcross	Georgia	(770) 864-5645
Woody's Pharmacy	130 Longbranch Road	Pahlonoga	Georgia	(706) 867-9493
Carters Pharmacy Inc	1017 US Highway 80 East Suite 10	Pooler	Georgia	(912) 748-1414
Lee and Pickels Drugstore	302 East Screven Street	Quitman	Georgia	(229) 263-4061

SCOTTIE DISCOUNT DRUGS	699 COOK ST	ROYSTON	Georgia	(706) 245-6479
Medical Center Pharmacy	4700 Waters Avenue	Savannah	Georgia	(912) 350-6337
MLK Pharmacy	718 Martin Luther King Boulevard Suite A	Savannah	Georgia	(912) 662-0300
Senoia Drug Co Inc	7285 Highway 16 East Suite A	Senoia	Georgia	(770) 727-3060
Prestige Pharmacy	1551 Janmar Road Suite B	Snellville	Georgia	(470) 735-4700
SNELL'S PHARMACY	2295 OAK ROAD	SNELLVILLE	Georgia	(770) 972-0700
Webster's Pharmacy	12707 Broad Street	Sparta	Georgia	(706) 444-5296
Hudson Bridge Pharmacy	1110 Eagles Landing Parkway	Stockbridge	Georgia	(770) 474-0842
Taylorville Pharmacy	105 Church Street	Taylorville	Georgia	(770) 684-9060
Temple Pharmacy	285 Sage Street	Temple	Georgia	(770) 562-3268
Eulonia Pharmacy INC	15268 US Highway 17	Townsend	Georgia	(912) 832-6194
Lee and Pickels Drugs - Troupeville	19664 Valdosta Highway Suite A	Valdosta	Georgia	(229) 588-4080
City Drug Store	1704 Meadows Lane	Vidalia	Georgia	(912) 537-4147
The Apothecary Shoppe Pharmacy	712 Dallas Highway	Villa Rica	Georgia	(770) 459-9499
Brownings Pharmacy	1919 Alice Street	Waycross	Georgia	(912) 283-5504
Evergreen Pharmacy & Supplies	520 Route 8 Suite 105	Maite	Guam	(671) 478-3837
Pharmacare #2	91-2139 Fort Weaver Road, Suite 106	Ewa Beach	Hawaii	(808) 840-5630
Pharmacare #2	91-2139 Fort Weaver Road, Suite 106	Ewa Beach	Hawaii	(808) 840-5630
5 Minute Pharmacy Kalihi	916 Gulick Avenue Suite A	Honolulu	Hawaii	(808) 845-5550
5 Minute Pharmacy kkv	2229 North School Street Suite 101	Honolulu	Hawaii	(808) 600-3368
Pharmacare #1	2228 Liliha Street, Suite 100	Honolulu	Hawaii	(808) 840-5620
Northshore Pharmacy	2460 Oka Street	Kilauea	Hawaii	(808) 828-1844
Makawao Town Pharmacy	1120 Makawao Avenue	Makawao	Hawaii	(808) 573-9966
Pharmacare No. 8	86-032 Farrington Highway Suite 101	Waianae	Hawaii	(808) 628-2800
Wailea Pharmacy	34 Wailea Gateway Place A103	Wailea	Hawaii	(808) 879-3456
Medicine Man Pharmacy	1114 Ironwood Drive	Coeur D'Alene	Idaho	(208) 666-2502
Rathdrum Drug	16438 N HIGHWAY 41	Rathdrum	Idaho	(208) 687-0731
Falls Drug and Hardware	23 North Bridge Street	Saint Anthony	Idaho	(208) 624-3202
Medicine Man Sandpoint	624 Larch Street	Sandpoint	Idaho	(208) 597-7466
Kremer Pharmacy Altamont	5 East Cumberland Road Suite 3	Altamont	Illinois	(217) 857-3000
Keefer's Pharmacy	2012 E NORTHWEST HWY	Arlington Heights	Illinois	(847) 255-3220

Crescent Pharmacy	7261 W. 87th St.	Bridgeview	Illinois	(708) 598-0505
Sherman's Pharmacy	91 Knoxville Avenue	Brimfield	Illinois	(309) 446-3292
Burbank Pharmacy LLC	4817 West 83rd Street Suite 2	Burbank	Illinois	(708) 581-4110
Premier Family Pharmacy	5600 West 87th Street Suite B	Burbank	Illinois	(708) 952-0000
47th Street Pharmacy	1837 West 47th Street	Chicago	Illinois	(773) 847-6160
Armitage Pharmacy, Inc.	3650 West Armitage Avenue Suite 100	Chicago	Illinois	(773) 486-8800
Capsule Pharmacy	661 North Wells Street	Chicago	Illinois	(312) 589-7620
Central Drugs	6400 West 63rd Street	Chicago	Illinois	(773) 586-5555
Custom Med Plus	4312 N Pulaski Rd	Chicago	Illinois	(773) 249-9100
Drug Center Pharmacy	845 W Wilson Ave Ste 130	Chicago	Illinois	(773) 681-0080
Katsaros Pharmacy	1521 East 53rd Street	Chicago	Illinois	(773) 288-8700
Max Care Pharmacy	2810 West Devon Avenue	Chicago	Illinois	(773) 508-9999
Roseland Pharmacy	104 West 111th Street	Chicago	Illinois	(773) 660-8606
Rosens Morseview Pharmacy	2955 West Devon Avenue	Chicago	Illinois	(773) 743-7585
Coal City Pharmacy	175 South Boadway Street	Coal City	Illinois	(815) 634-2391
Balsam Pharmacy	1167 East Algonquin Road Sutie 2	Des Plaines	Illinois	(847) 257-7448
Medicate Pharmacy	100 North 8th Street, Suite 100	East St. Louis	Illinois	(618) 875-1000
Medicine Stop of Elgin	860 Summit St Ste 112	Elgin	Illinois	(847) 742-7740
Evergreen Park Pharmacy	2850 West 95th Street, Suite 100	Evergreen Park	Illinois	(708) 423-4700
Medicate Pharmacy Inc	2166 Madison Avenue	Granite City	Illinois	(618) 451-2000
Garfield Pharmacy	3150 West Higgins Road Suite 125	Hoffman Estates	Illinois	(847) 278-7597
Forest Hill Pharmacy	9050 West 81st Street	Justice	Illinois	(708) 594-3000
JW Pharmacy and DME	5101 South Willow Springs Road	La Grange	Illinois	(708) 588-0300
Petranek's Pharmacy	426 North Milwaukee Avenue	Libertyville	Illinois	(847) 362-2005
Brandt Pharmacy	101 North State Street	Marengo	Illinois	(815) 568-7242
Barcus Pharmacy	4708 West 103rd Street	Oak Lawn	Illinois	(708) 425-2400
Crescent Pharmacy #2	4647 West 103rd Street Suite 1LA	Oak Lawn	Illinois	(708) 576-8373
Xpress Pharmacy	6700 West 95th Street Suite 150	Oak Lawn	Illinois	(708) 598-5000
Segreti Pharmacy	6144 West Roosevelt Road	Oak Park	Illinois	(708) 383-6757
Hills Drug	15300 West Avenue, Suite 123	Orland Park	Illinois	(708) 226-9840
The Pharmacy Stop	113 W. Michigan	Ottawa	Illinois	(815) 434-5355

The Pharmacy Stop Medical Center	1614 East Norris Drive	Ottawa	Illinois	(815) 433-4666
Hills Drugs	7600 West College Drive Suite 1	Palos Hills	Illinois	(708) 448-4141
Paris Clinic Pharmacy	719 East Court Street	Paris	Illinois	(217) 465-4114
Princeville Pharmacy	206 East Main	Princeville	Illinois	(309) 385-4955
Streator Drugs	109 East Main Street	Streator	Illinois	(815) 672-2968
Medicate Central Pharmacy	1833 Kings Highway	Washington Park	Illinois	(618) 874-3000
Webb's Family Pharmacy	100 East Rochester Street	Akron	Indiana	(574) 893-4413
Crossroads Care Pharmacy	209 East Pat Rady Way Suite B	Bainbridge	Indiana	(765) 522-4300
Crowder's Drug Store	631 East 16th Street	Bedford	Indiana	(812) 275-5949
Cooper Drugs	830 Main Street	Charlestown	Indiana	(812) 256-2500
Paul's Pharmacy East	1150 South Green River Road	Evansville	Indiana	(812) 962-3500
GARST RX	325 S MAIN ST	FORTVILLE	Indiana	(317) 485-5555
Mathes Pharmacy 2 Inc	1044 North Luther Road	Georgetown	Indiana	(812) 923-8845
Herbst Pharmacy	710 West Main Street	Greentown	Indiana	(765) 628-3446
Dr Aziz	7320 East 82nd Street	Indianapolis	Indiana	(317) 842-5771
Herbst Apothecary Inc	201 North Dixon Road	Kokomo	Indiana	(765) 457-1191
Herbst Pharmacy	2330 South Dixon Road	Kokomo	Indiana	(765) 455-5418
Deville's Lawrenceburg Pharmacy	401 West Eads Parkway Suite 180	Lawrenceburg	Indiana	(812) 537-1798
Cowan Drugs	112 North Lebanon Street	Lebanon	Indiana	(765) 482-0180
Parkside Pharmacy	1639 North Lebanon Street	Lebanon	Indiana	(765) 482-1600
Community Surgery Center Pharmacy	801 Mac Arthur Boulevard	Munster	Indiana	(219) 836-2480
Webb's Family Pharmacy	103 North Heeter Street	North Manchester	Indiana	(260) 982-1000
Phillip Drugs	631 E Main Street	Richmond	Indiana	(765) 966-5544
Phillips Drugs	1390 National Road West	Richmond	Indiana	(765) 966-5546
Phillips Drugs East	1626 East Main Street	Richmond	Indiana	(765) 966-2225
CUSTOM PLUS PHARMACY	482 W NAVAJO ST STE A	WEST LAFAYETTE	Indiana	(765) 463-2600
Sumpter Pharmacy	628 Nile Kinnick Drive South Suite 1	Adel	Iowa	(515) 993-1119
Amana Society Pharmacy	507 39th Avenue	Amana	Iowa	
CR Care Pharmacy	3100 E Avenue Northwest Suite 102	Cedar Rapids	Iowa	(319) 200-1188
Owl Pharmacy	213 North 13th Street	Centerville	Iowa	(641) 437-4864
Community Pharmacy	215 13th Avenue Southwest	Clarion	Iowa	(515) 532-2801

Cresco Family Pharmacy	235 8th Avenue West	Cresco	Iowa	(563) 547-6666
Sterling	303 Second Avenue Southwest	Cresco	Iowa	(563) 547-5111
Donlon Pharmacy	201 West Water Street	Decorah	Iowa	(563) 382-3929
North Scott Pharmacy	225 East LeClaire Road	Eldridge	Iowa	(563) 285-2001
Estherville Drug	522 Central Avenue	Estherville	Iowa	(712) 362-3154
PEXTON PHARMACY	1812 CHATBURN PLAZA	HARLAN	Iowa	(712) 755-2101
LEHAN PHARMACY	317 MAIN STREET P O BOX 157	MINDEN	Iowa	(712) 483-2884
TRAPP PHARMACY	204 N CEDAR STREET	Abilene	Kansas	(785) 263-4550
Irwin-Potter Drug	202 West Main Street	Anthony	Kansas	(620) 842-5119
Currier Drug	416 State Street	Atwood	Kansas	(785) 626-3214
Cooper Drug Store	509 State Street	Augusta	Kansas	(316) 775-2289
Hilgers Family Pharmacy	1630 North Ohio Street	Augusta	Kansas	(316) 262-2001
Wolkar Drug, Inc.	2303 Military	Baxter Springs	Kansas	(620) 856-5555
CALDWELL PHARMACY	7 N MAIN ST	CALDWELL	Kansas	(620) 845-6916
Cherryvale Pharmacy	116 N Maple Street Suite B	Cherryvale	Kansas	(620) 336-2144
CLEARWATER PHARMACY	130 E ROSS STE 111	CLEARWATER	Kansas	(620) 584-3784
Prescription Shoppe	601 West 11th Street	Coffeyville	Kansas	(620) 251-1620
Freeman Pharmacy	100 East Spring Ave.	Conway Springs	Kansas	(620) 456-2220
Medical Center Pharmacy	2020 Central Ave.	Dodge City	Kansas	(620) 227-8506
CORNER DRUG & GIFT, INC.	823 MORGAN AVENUE	DOWNS	Kansas	(785) 454-6614
Seitz Drug Company Inc	206 North Douglas Avenue	Ellsworth	Kansas	(785) 472-3212
Four States Pharmacy	1605 Highway K-66 Suite B	Galena	Kansas	(620) 783-1636
Mathis Drug Store	400 West Street John	Girard	Kansas	(620) 724-4313
Medical Park Pharmacy	1309 POLK	GREAT BEND	Kansas	(620) 792-1221
KAYS PHARMACY	2 WEST MAIN STREET	HERINGTON	Kansas	(785) 258-3703
Medical Pharmacy PA	1100 Columbine Drive Suite A	Holton	Kansas	(785) 364-2114
Mahanna Pharmacy	833 Main Street	Hoxie	Kansas	(785) 675-3461
Iola Pharmacy Clinic	1408 East Street	Iola	Kansas	(620) 365-6848
Hodgeman County Pharmacy	519 Main Street	Jetmore	Kansas	(620) 357-8305
KOLLHOFF PHARMACY	407 SOUTH WASHINGTON	JUNCTION CITY	Kansas	(785) 238-1000
KIOWA PRESCRIPTIONS PLUS	530 MAIN ST	KIOWA	Kansas	(620) 825-4782
Silver Creek Pharmacy & Gifts	945 Market Street	La Cygne	Kansas	(913) 757-4744
Lakin Drug	610 Oloughlin Street	Lakin	Kansas	(620) 355-8101
Reed Pharmacy	326 West 14th Street	Larned	Kansas	(620) 285-6286
Vohs Pharmacy	100 West Crestview Suite 120	Louisburg	Kansas	(913) 837-3784
LYONS PHARMACY	921 W MAIN ST	LYONS	Kansas	(620) 509-2169
Kellstrom Pharmacy	1860 Claflin Road	Manhattan	Kansas	(785) 776-1200



Mankato Professional Pharmacy	125 North Commercial	Mankato	Kansas	(785) 378-3183
CK Pharmacy - McPherson	200 North Main Street	MC Pherson	Kansas	(620) 241-0022
Hibbard's Prescriptions Plus	126 N MAIN ST	Medicine Lodge	Kansas	(620) 886-5161
Minneola Pharmacy, Inc.	131 Main Street	Minneola	Kansas	(620) 885-4544
CK Pharmacy - Moundridge	200 East Pack	Moundridge	Kansas	(620) 345-8650
SCHROEDER DRUGS	535 MARKET STREET	OSAGE CITY	Kansas	(785) 528-4322
Oswego Drug Store	413 Commercial	Oswego	Kansas	(620) 795-2233
Rockers Pharmacy	304 Baptiste Drive	Paola	Kansas	(913) 294-2715
CK PHARMACY - PEABODY	126 WALNUT	PEABODY	Kansas	(620) 983-2162
Pleasanton Drug Company	11240 Tucker Road	Pleasanton	Kansas	(913) 352-8500
Gatlin Pharmacy	420 Country Club Road	Pratt	Kansas	(620) 672-7447
Ray's Pharmacy	414 Main Street	Quinter	Kansas	(785) 754-3312
Gregwire Drug Store	714 North Main Street	Russell	Kansas	(785) 483-3301
Sabetha Family Pharmacy	1118 Main Street	Sabetha	Kansas	(785) 284-3432
B & K Prescription Shop	601 E Iron	Salina	Kansas	(785)827-4455
SEDAN PHARMACY	129 E MAIN	SEDAN	Kansas	(620) 725-3262
Krien Pharmacy Inc	105 West Washington Street	St Francis	Kansas	(785) 332-2177
STAFFORD COUNTY DRUG	329A N US HIGHWAY 281	ST JOHN	Kansas	(620) 377-5633
Reed Pharmacy	118 South Broadway	Sterling	Kansas	(620) 278-2110
Jayhawk Pharmacy and Patient Supply	2860 Southwest Mission Woods Drive	Topeka	Kansas	(785) 228-9700
Tallgrass Pharmacy	601 SouthWest Corporate View	Topeka	Kansas	(785) 271-8000
VALLEY FALLS PHARMACY	320 BROADWAY ST	VALLEY FALLS	Kansas	(785) 945-3711
Cleland Pharmacy	202 South First Street	Wakeeney	Kansas	(785) 743-6321
HEALTH CENTER PHARMACY INC	722 WHEAT ROAD	WINFIELD	Kansas	(620) 221-7850
Shearer Drug	127 Foothills Avenue	Albany	Kentucky	(606) 387-6616
MedCare Pharmacy & Home Medical	Highway 51-165 Walnut	Arlington	Kentucky	(270) 655-6151
Crume Drug Store	111 West Flaget Street	Bardstown	Kentucky	(502) 348-3938
Clinic Pharmacy South	3959 US Highway 431 South	Beechmont	Kentucky	(270) 476-3600
Booneville Discount Drugs	478 Ky 11 North	Booneville	Kentucky	(606) 593-0382
Alford's Pharmacy & Drive-Thru	210 South Main Street Suite 100	Brownsville	Kentucky	(270) 597-1044
Morgan's Medicine, PLLC	360 Keen Street Suite 100	Burkesville	Kentucky	(270) 864-2222
Hometown Pharmacy	325 East Broadway Street	Campbellsville	Kentucky	(270) 789-4663
Cave City Prescription Center	101 South Dixie Highway	Cave City	Kentucky	(270) 773-2252
Clinic Pharmacy	203 North 2nd Street	Central City	Kentucky	(270) 754-4300

Stephanie's Down Home Pharmacy	1220 Master Street Suite 5	Corbin	Kentucky	(606) 261-7877
Crofton Pharmacy	110 East Main Street	Crofton	Kentucky	(270) 424-8965
Weathers Drugs	44 Public Square	Elkton	Kentucky	(270) 265-2155
Stultz Pharmacy	2420 Argillite Road	Flatwoods	Kentucky	(606) 834-1052
Franklin Pharmacy	810 North Main Street	Franklin	Kentucky	(270) 813-1101
Town and Country Pharmacy	742A East Main Street	Glasgow	Kentucky	(270) 629-4633
Stultz Pharmacy	1615 Ashland Road	Greenup	Kentucky	(606) 473-7346
Greenville Pharmacy	117 North Main Street	Greenville	Kentucky	(270) 338-3800
Hanson Pharmacy and Wellness Center	7455 Hanson Road	Hanson	Kentucky	(270) 322-1234
Donell's Pharmacy	26 Woodland Hills	Harlan	Kentucky	(606) 573-4550
MedCare Pharmacy & Home Medical	2009 South 7th Street	Hickman	Kentucky	(270) 236-2588
Estill Clinic Pharmacy	275 North Court Street	Irvine	Kentucky	(606) 723-0044
East Kentucky Drug Inc	160 Conn Street Suite 2	Ivel	Kentucky	(606) 478-3784
Sutton Drugs	234 Broadway	Lacenter	Kentucky	(270) 665-5192
C & C Pharmacy	3122 Mapleleaf Drive	Lexington	Kentucky	(859) 263-1220
Plaza Drug of London	731 North Laurel Road	London	Kentucky	(606) 657-5245
Madisonville Pharmacy, Inc.	200 Clinic Drive Suite 101	Madisonville	Kentucky	(270) 824-2264
Manchester Down Home Pharmacy	500 Richmond Road	Manchester	Kentucky	(606) 599-3500
Duncan Clinic Pharmacy	1111 Medical Center Circle	Mayfield	Kentucky	(270) 247-7000
Duncan Prescription Center	315 West Broadway Street	Mayfield	Kentucky	(270) 247-3345
Carrington Drug	506 North Maysville Road	Mt Sterling	Kentucky	(859) 498-3464
CONNECTCARERX	1000 South 12th Street Suite A	Murray	Kentucky	(270) 767-6960
Stallard Pharmacy	972 Highway 317	Neon	Kentucky	(606) 855-4429
Emory Centre Pharmacy	527 Emory Drive Suite 106	Owensboro	Kentucky	(270) 684-0649
Johns Creek Drug Center	6162 Zebulon Highway	Pikeville	Kentucky	(606) 631-9137
Valley Discount Pharmacy	6758 U.S. Highway 23 South, Suite 7	Pikeville	Kentucky	(606) 639-2415
Richmond Drug	1071 Berea Road	Richmond	Kentucky	
Yates Pharmacy LLC	432 Hopkinsville Road	Russellville	Kentucky	(270) 726-8451
West Somerset Pharmacy Inc	647 West Hwy 80	Somerset	Kentucky	(606) 677-1922
Corner Drug Store of Sturgis	424 North Adams	Sturgis	Kentucky	(270) 333-5344
Woodford Family Pharmacy	453 Lexington Road	Versailles	Kentucky	(859) 879-3784
Pine Mountain Pharmacy Inc	421 Highway 119 North	Whitesburg	Kentucky	(606) 633-5003
WHITESVILLE DRUG	10053 MAIN ST	WHITESVILLE	Kentucky	(270) 233-4166
MedCare Pharmacy & Home Medical	409 Court Street	Wickliffe	Kentucky	(270) 335-3172

Clark County Pharmacy	716 Boone Avenue	Winchester	Kentucky	(859) 744-3350
Corner Drug	4 N. Highland Street Suite B	Winchester	Kentucky	(859) 744-6844
The Pill Box	4740 Jackson Street	Alexandria	Louisiana	(318) 448-2445
The Pill Box Pharmacy #003	403 Bolton Avenue	Alexandria	Louisiana	(318) 528-8765
Daniel Pharmacy	710 East Main Street	Brusly	Louisiana	(225) 749-2020
New Parrino Drug Store	208 Southwest Main Street	Bunkie	Louisiana	(318) 346-7204
Central Drug Store	13565 Hooper Road	Central	Louisiana	(225) 262-6200
E W Thomsons Drug	213 Depot Street	Delhi	Louisiana	(318) 878-2261
Farmerville Drug	208 Boots Drive	Farmerville	Louisiana	(318) 368-9711
Landry's Pharmacy	416 North Burnside Avenue	Gonzales	Louisiana	(225) 647-3583
Carr Drugs #2	91 Westbank Expressway Suite 550	Gretna	Louisiana	(504) 366-1200
Claiborne Pharmacy	833 West Main Street	Homer	Louisiana	(318) 927-3523
Cannon's Discount Pharmacy	13351 East Alessi Road	Independence	Louisiana	(985) 878-5555
Honey Cutt Drug Store	2835 East Oak Street P.O. Box 1350	Jena	Louisiana	(318) 992-4574
iCARE Pharmacy - Johnston St, LLC	2039 Johnston Street	Lafayette	Louisiana	(337) 233-4782
Jefferson Drug Store	620 Jefferson Boulevard	Lafayette	Louisiana	(337) 234-1428
Ken's Thrifty Way Pharmacy & Home Medical	333 Heymann Boulevard	Lafayette	Louisiana	(337) 266-4621
Minsky Drug Store	405 Lake Street	Lake Providence	Louisiana	(318) 559-2400
Robichaux's Pharmacy	616 Crescent Avenue	Lockport	Louisiana	(985) 532-9140
Dave's Pharmacy Inc	1220 BARATARIA BLVD.	MARRERO	Louisiana	
Folse Pharmacy	4000 4th Street	Marrero	Louisiana	(504) 341-2711
Carr Drugs	3500 Holiday Drive	New Orleans	Louisiana	(504) 367-5724
Phil's Pharmacy	805 West 7th Ave	Oberlin	Louisiana	(337) 639-4367
Walker Brothers Drug	200 East Palmetto Avenue	Plain Dealing	Louisiana	(318) 326-4759
Jagneaux's Thrifty Way	17695 Highway 190	Port Barre	Louisiana	(337) 585-2382
Prescription Shoppe Pharmacy	104 West Line Avenue	Ruston	Louisiana	(318) 255-7363
North Desoto Drug	316 Plantation Hill Blvd Ste A	Stonewall	Louisiana	(318) 775-4371
Blake's Southside Pharmacy	808 South Chataignier Rd.	Ville Platte	Louisiana	(337) 363-7497
E. W. Moore & Son Pharmacy	337 Main Street P.O. Box 614	Bingham	Maine	(207) 672-3312
Frontier Pharmacy	153 Bennett Drive	Caribou	Maine	(207) 493-7771
WESTERN MAINE PHARMACY INC	238 MAIN ST	KINGFIELD	Maine	2072658020
City Drug Store	159 Academy Street	Presque Isle	Maine	(207) 764-4424
Terrapin Pharmacy	13 Lincoln Crt	Annapolis	Maryland	(443) 837-0200

Kayes Aid Pharmacy	6913 Belair Road	Baltimore	Maryland	(410) 665-5192
Merritt Star Pharmacy	1576 Merritt Boulevard Suite 12	Baltimore	Maryland	(410) 284-7979
Northern Pharmacy at Overlea	7618 Belair Road	Baltimore	Maryland	(410) 661-1655
Harford Pharmacy	1510 Conowingo Road	Bel Air	Maryland	(410) 838-0990
MacPhail Pharmacy	615 West Macphail Road Suite103	Bel Air	Maryland	(410) 638-7367
MacPhail Pharmacy at Upper Chesapeake	510 Upper Chesapeake Drive Suite 414	Bel Air	Maryland	(443) 643-3190
Shore Discount Pharmacy	909 Washington Street	Cambridge	Maryland	(410) 228-0900
Friendship Pharmacy	5530 Wisconsin Avenue Suite 100	Chevy Chase	Maryland	(301) 657-3050
Colora Pharmacy	2527 Jacob Tome Memorial Highway	Colora	Maryland	(410) 658-2237
Frederick Community Pharmacy	190 Thomas Johnson Drive Unit Suite 3	Frederick	Maryland	(240) 422-8433
Allied Pharmacy	15200 Shady Grove Road Suite 101	Rockville	Maryland	(301) 527-0370
Mt Hermon Discount Pharmacy	1207 Mt. Hermon Rd	Salisbury	Maryland	(410) 749-5900
Blue Hills Pharmacy	340 Wood Road Suite 205	Braintree	Massachusetts	(781) 843-8500
Fitchburg Family Pharmacy, Inc.	326 Nichols Road	Fitchburg	Massachusetts	(978) 878-8461
Gardner Family Pharmacy Inc	175 Connors Street	Gardner	Massachusetts	(978) 730-8393
Center Pharmacy	242 State Street	Granby	Massachusetts	(413) 467-7022
Leominster Family Pharmacy, Inc.	843 Central Street	Leominster	Massachusetts	(978) 728-4429
Flag Pharmacy	7 Willow Street	Lynn	Massachusetts	(781) 599-5900
Natick Family Pharmacy Inc	67 Union Street Unit 1-1	Natick	Massachusetts	(508) 720-4937
Williamsburg Pharmacy	49 Main Street	Williamsburg	Massachusetts	(413) 268-3387
Addison Pharmacy	100 West Main Street	Addison	Michigan	(517) 467-7120
Allegan Community Pharmacy	115 Locust Street	Allegan	Michigan	(269) 673-4188
Family Health Care - Baldwin	1615 Michigan Avenue	Baldwin	Michigan	(231) 745-5024
Pattie Drug of Baldwin	868 Michigan Avenue	Baldwin	Michigan	(231) 745-4697
HealthSmart Pharmacy	10824 Belleville Road	Belleville	Michigan	
Cobbs Street Pharmacy	520 Cobbs Street	Cadillac	Michigan	(231) 876-6740
Carson Apothecary Shoppe	245 South Second Street	Carson City	Michigan	(989) 584-3272
Dearborn Heights Pharmacy	25524 Ford Road	Dearborn Heights	Michigan	(313) 724-1111
Mcare Pharmacy	23800 Ford Road	Dearborn Heights	Michigan	(313) 914-4102
Davis Cut Rate Drugs	14033-39 West McNichols	Detroit	Michigan	(313) 861-9300
Fraser Drug	7350 Grand River	Detroit	Michigan	(313) 895-0357

Empire Pharmacy	9975 West Ottawa Avenue	Empire	Michigan	(231) 213-1115
LaBrenz Pharmacy	1606 Woodside Avenue	Essexville	Michigan	(989) 892-5491
Taylor Prescriptions	32316 Grand River Avenue	Farmington	Michigan	(248) 474-8290
B & C Pharmacy	223 Silver Lake Road	Fenton	Michigan	(810) 629-4002
B&C's Pharmacy	223 West Silver Lake Road	Fenton	Michigan	(810) 629-4002
Baba Pharmacy LLC	2629 West Pierson Road	Flint	Michigan	
Diplomat Specialty Pharmacy	G-3320 Beecher Road	Flint	Michigan	(810) 732-8720
Family Pharmacy	G-4444 Fenton Road	Flint	Michigan	(810) 235-7995
Corner Drug	401 Main Street	Frankfort	Michigan	(231) 352-4471
Sparrow Pharmacy Plus #4	1015 CHARLEVOIX DR	Grand Ledge	Michigan	(517) 627-1670
Woodpointe Pharmacy	2500 East Beltline Ave SE, Suite O	Grand Rapids	Michigan	(616) 949-4499
Family Health Care Pharmacy	11 North Maple Street	Grant	Michigan	(231) 834-1567
Mack's Discount Pharmacy	20746 MACK AVE	Grosse Pointe Woods	Michigan	(313) 640-9766
Hemlock Pharmacy	132 Hemlock Plaza Drive	Hemlock	Michigan	(989) 301-0250
Skip's Pharmacy of Michigan	700 Michigan Avenue	Holland	Michigan	(616) 392-8507
Hudson Pharmacy	325 Railroad Street	Hudson	Michigan	(517) 448-3111
Park Street Pharmacy	512 North Park Street	Kalamazoo	Michigan	(269) 381-1888
Sparrow Pharmacy Plus #11	1200 East Michigan Avenue, Suite 310	Lansing	Michigan	(517) 364-5380
Sparrow Pharmacy Plus #7	2909 East Grand River Avenue Suite 101	Lansing	Michigan	(517) 364-8640
Baldwin Rd Pharmacy	944 Baldwin Road Suite B	Lapeer	Michigan	(810) 245-9600
Snyder's Lincoln Pharmacy	301 2nd St.	Lincoln	Michigan	(989) 736-6895
Midland Sabourin's Pharmacy	314 West Wackerly	Midland	Michigan	(989) 839-2402
Mike Pharmacy	213 West Main Street	Morenci	Michigan	(517) 458-2261
New Hudson Discount Pharmacy	56270 Grand River	New Hudson	Michigan	(248) 486-0720
New Hudson Family Pharmacy	56270 Grand River Avenue PO BOX 218	New Hudson	Michigan	(248) 486-0720
Denny's Pharmacy	410 North State Street	Otisville	Michigan	(810) 374-6500
R & R Prescription Services	560 West Mitchell Street, Suite 200	Petoskey	Michigan	(231) 487-2147
Downs Pharmacy	316 South 4th Avenue	Saginaw	Michigan	(989) 758-6000
Shelby Family Pharmacy	48887 Hayes Road	Shelby Township	Michigan	(586) 461-2900
D & C Pharmacy	18706 Eureka Road	Southgate	Michigan	(734) 250-8600
Healthway Pharmacy	1008 North Saginaw Street	St. Charles	Michigan	(989) 865-9971
Sparrow Clinton Pharmacy	901 South Oakland Street	St. Johns	Michigan	(989) 224-8155
Richard Gillespie Pharmacy	2020 Washington	St. Joseph	Michigan	(269) 983-5181

Medical Commons Pharmacy	1613 East Chicago Road	Sturgis	Michigan	(269) 659-0820
Bay Shore Pharmacy	93 A 4th Street	Suttons Bay	Michigan	(231) 271-6111
Luea Pharmacy	8021 Miller Road	Swartz Creek	Michigan	(810) 635-3355
Munson Community Health Center Pharmacy	550 Munson Avenue Suite G-100	Traverse City	Michigan	(231) 935-8730
Petertyl Drug	111 East Front Street	Traverse City	Michigan	
Sixth Street Drugs	1020 Sixth Street	Traverse City	Michigan	(231) 946-4570
Miller Pharmacy	206 North Broadway Street	Union City	Michigan	(517) 741-3604
Watervliet Pharmacy	317 North Main Street	Watervliet	Michigan	(269) 201-6100
Village Drug Shop	113 West Grand River Road	Webberville	Michigan	(517) 521-3484
Family Health Care Pharmacy	1035 East Wilcox Avenue	White Cloud	Michigan	(231) 689-6677
White Pigeon Pharmacy	410 East Chicago Road	White Pigeon	Michigan	(269) 464-2384
Sparrow Pharmacy Plus #2	129 South Putman Street	Williamston	Michigan	(517) 655-2420
Sterling Drug #16	25 Division Street E	Buffalo	Minnesota	(763) 682-1911
CANBY DRUG	130 ST OLAF AVE N	CANBY	Minnesota	(507) 223-5955
CASEY DRUG	121 W LAKE ST	CHISHOLM	Minnesota	(218) 254-3318
Jon's Drug	318 Grant Avenue	Eveleth	Minnesota	(218) 744-2774
Sterling Drug #14	1399 South Frontage Road	Hastings	Minnesota	(651) 437-9608
Guertin Pharmacy	21 Century Avenue South	Maplewood	Minnesota	(651) 735-8781
Spring Park Pharmacy	4689 Shoreline Drive Suite 100	Spring Park	Minnesota	(952) 471-3784
Watertown Pharmacy	204 Lewis Avenue South Suite 101	Watertown	Minnesota	(952) 955-2153
Currie's Family Care Pharmacy	314 Highway 145 North	Aberdeen	Mississippi	(662) 369-7775
METTESAVE	595 HWY 6E	BATESVILLE	Mississippi	(662) 563-4557
Booneville Community Pharmacy	206 North Second Street	Booneville	Mississippi	(662) 728-1951
Byhalia Drug Company, LLC	2438 Church Street	Byhalia	Mississippi	(662) 838-3784
Friendship Pharmacy	5532 Highway 15 Suite 1	Ecru	Mississippi	(662) 488-0317
Flora Pharmacy LLC	740 Highway 49 North Suite U	Flora	Mississippi	(601) 401-5060
Marty's Pharmacy & Compounding Center	1042 River Oaks Drive	Flowood	Mississippi	(601) 932-2027
Diket's Professional Drugs Inc	240 South 13th Avenue	Laurel	Mississippi	(601) 425-2527
Dan's Discount Drugs	403 South Church Ave	Louisville	Mississippi	(662) 773-7847
South West Discount Pharmacy	1220 La Salle Street	Mc Comb	Mississippi	(601) 684-4541
Guys Innovative Pharmacy	312 B Marion Avenue	McComb	Mississippi	(601) 684-4127
Hudson Pharmacy	422 East Broad Street	Monticello	Mississippi	(601) 587-4011
Lovelace Drugs	801 Washington Avenue	Ocean Springs	Mississippi	(228) 818-5111

Little's Pharmacy	122 Main Street	Raleigh	Mississippi	(601) 782-4552
Hollis Discount Pharmacy	1008 City Avenue North	Ripley	Mississippi	(662) 837-7323
Battlefield Discount Drugs	3040 Indiana Ave	Vicksburg	Mississippi	(601) 636-3374
Wilson's Pharmacy	101 Pine Avenue	Wiggins	Mississippi	(601) 928-4446
Alton Drug Store	201 State Hwy 19	Alton	Missouri	(417) 778-7000
Kreisler Country Pharmacy	121 West 4th Street	Appleton City	Missouri	(660) 476-2142
Summers Pharmacy - Boonville	800 Main Street	Boonville	Missouri	(660) 882-5208
Broadway Pharmacy	710 Broadway	Cape Girardeau	Missouri	(573) 335-8207
Broadway Specialty Pharmacy	706 Broadway Street	Cape Girardeau	Missouri	(573) 335-8207
Park Pharmacy	37 Doctors Park Suite 2	Cape Girardeau	Missouri	(573) 334-4432
CJ PHARMACY	102 S MAIN	CARL JUNCTION	Missouri	(417) 649-7021
Hayden Pharmacy	1200 Ward Avenue	Caruthersville	Missouri	(573) 333-4606
Cole Camp Pharmacy	106 South Maple Street	Cole Camp	Missouri	(660) 668-4646
D AND H DRUG STORE	1001 W BROADWAY	COLUMBIA	Missouri	(573) 442-6105
D AND H DRUG STORE	1814 PARIS RD	COLUMBIA	Missouri	(573) 443-2451
Drexel Pharmacy	203 East Main Street	Drexel	Missouri	(816) 657-2448
Drexel Pharmacy	203 East Main Street	Drexel	Missouri	(816) 657-2448
Grand Pharmacy	733 Grand Avenue	Hannibal	Missouri	(573) 221-2792
Grand Pharmacy	733 Grand Avenue	Hannibal	Missouri	(573) 221-2792
Horst Pharmacy	2705 East Jackson Boulevard	Jackson	Missouri	(573) 243-8173
Pronto Pharmacy #4	1227 East 32 Street Unit 6	Joplin	Missouri	(417) 781-8383
Spalitto's Pharmacy	3801 Independence Avenue	Kansas City	Missouri	(816) 231-4717
Semo Drugs of Kennett	1300 First Street	Kennett	Missouri	(573) 888-8880
Laurie Family Pharmacy	154 South Main	Laurie	Missouri	(573) 207-0805
Joes Pharmacy	489 South Jefferson Avenue	Lebanon	Missouri	(417) 532-7128
The Medicine Shoppe	1405 NE Douglas Rd	Lee's Summit	Missouri	(816) 524-8444
Scotland County Pharmacy	445 East Grand Avenue	Memphis	Missouri	(660) 465-2400
Kribbs Family Pharmacy	319 West Reed Street	Moberly	Missouri	(660) 263-8020
Bruner Pharmacy	321 East Broadway Street	Monett	Missouri	(417) 235-3139
Lawrence Drug	5540 North Farmer Branch Road	Ozark	Missouri	(417) 485-8555
Hometown Pharmacy - Peculiar	501 Schug Avenue	Peculiar	Missouri	(816) 425-2900
Pleasant Hill Drug	1905 North 7 Highway	Pleasant Hill	Missouri	(816) 540-4000
Letassy Pharmacy	1014 West Pine Street	Poplar Bluff	Missouri	(573) 785-8421
Physician's Park Pharmacy	225 Physician's Park Drive Suite 100	Poplar Bluff	Missouri	(573) 778-9238
Evercare Pharmacy	21748 US Highway 65	Princeton	Missouri	(660) 748-4048

YORK & CO. PHCY	104 West McClurg Avenue	Richland	Missouri	(573) 765-3321
Apothecary Pharmacy	1517 Saint Joseph Avenue	Saint Joseph	Missouri	(816) 279-2590
Medical Center Pharmacy	1700 South Ingram Avenue	Sedalia	Missouri	(660) 826-2626
Plaza West Pharmacy	3330 West 10th Street	Sedalia	Missouri	(660) 827-0000
Downtown Drug	122 West Washington Street	Seymour	Missouri	(417) 935-9003
Benders Prescription Shop	3829 Frederick Avenue	St. Joseph	Missouri	(816) 279-1668
Davidson Drug	200 Warmfork Road	Thayer	Missouri	(417) 264-7115
ONE TO ONE PHARMACY	121 S 16TH ST	UNIONVILLE	Missouri	(660) 947-2480
Kismet	941 Midland Boulevard	University City	Missouri	(314) 390-1616
Clinic Pharmacy	901 Kidwell Drive	Versailles	Missouri	(573) 378-4661
Versailles Pharmacy	700 West Clay Road	Versailles	Missouri	(573) 378-5000
Iron County Drug Store	1 Viburnum Center Road Suite B	Viburnum	Missouri	(573) 244-3784
Boring Rexall Drug	161 West Main Street	Warsaw	Missouri	(660) 438-5162
Pronto Pharmacy #5	501 South Madison Avenue Suite S	Webb City	Missouri	(417) 673-2200
Dave's Pharmacy	223 Box Butte Avenue	Alliance	Nebraska	(308) 762-4811
Deines Pharmacy	910 East Court Street	Beatrice	Nebraska	(402) 223-4779
Holcomb Pharmacy PC	540 South 8th Avenue	Broken Bow	Nebraska	(308) 872-5231
Western Drug of Chappell	650 2nd Street	Chappell	Nebraska	(308) 874-2200
KUBAT PHARMACY, LLC	350 West 23rd Street	Fremont	Nebraska	(402) 727-4044
Dave's Pharmacy	508 Niobrara	Hemingford	Nebraska	(308) 487-5212
VALLEY PHARMACY INC	211 W 33RD ST	KEARNEY	Nebraska	(308) 234-3300
Louderback Drug	201 South Main Street	Madison	Nebraska	(402) 454-2525
Farrell's Pharmacy	120 West B Street	McCook	Nebraska	(308) 345-1781
Wanek Pharmacy	410 Main Street	Neligh	Nebraska	(402) 887-5426
KUBAT PHARMACY, LLC	2401 North Street	Omaha	Nebraska	(402) 731-4333
KUBAT PHARMACY, LLC	4924 Center Street	Omaha	Nebraska	(402) 558-8888 Ext 40255
ViaRx	825 North 90th Street	Omaha	Nebraska	(402) 614-6363
Osmond Pharmacy	322 State Street	Osmond	Nebraska	(402) 748-3708
Sutton Pharmacy	210 North Saunders Avenue	Sutton	Nebraska	(402) 773-4300
Hasselbalch Pharmacy	143 South 3rd Street	Tecumseh	Nebraska	(402) 335-3303
Tilden Pharmacy	103 East 2nd Street	Tilden	Nebraska	(402) 368-5385
Green Valley Pharmacy	2245 North Green Valley Parkway	Henderson	Nevada	(702) 565-3374
986 Specialty Pharmacy #2	241 North Buffalo Drive Suite 150	Las Vegas	Nevada	(702) 909-4072
Belmont Pharmacy	3050 East Bonanza Road Suite 160	Las Vegas	Nevada	(702) 778-8087
Credo Pharmacy	8995 W Flamingo Rd. Ste 120	Las Vegas	Nevada	(702) 800-4000



Partell Specialty Pharmacy East	5835 South Eastern Avenue Suite 101	Las Vegas	Nevada	(702) 791-3800
Lovelock Pharmacy	325 11th Street Suite 2	Lovelock	Nevada	(775) 273-1700
Silver Stage Pharmacy	1250 Nevada Street Suite 2	Silver Springs	Nevada	(775) 909-4855
Panther Valley Pharmacy	Route 517 Village Square Mall	Allamuchy	New Jersey	(908) 852-8818
Andover Apothecary	4 Lenape Road	Andover	New Jersey	(973) 786-5300
Hudacko's Pharmacy	861 Broadway	Bayonne	New Jersey	(201) 436-4488
Kaplers Pharmacy	1 South Bay Avenue	Beach Haven	New Jersey	(609) 492-9221
FAR HILLS PHARMACY	405 RT 202 -MAIN ST	BEDMINSTER	New Jersey	(908) 234-1101
Good Health Pharmacy	530 Joralemon St.	Belleville	New Jersey	(973) 759-2761
Belmar Town Pharmacy	911 Main Street	Belmar	New Jersey	(732) 280-1600
Preston Drugs & Surgicals	127 Hawkins Place	Boonton	New Jersey	(973) 334-3460
Baywood Pharmacy	336 Drum Point Road	Brick	New Jersey	(732) 477-0600
Woodruffs Drugs	30 North Laurel Street	Bridgeton	New Jersey	(856) 451-6755
Georgies Outpatient Pharmacy	6 Earlin Avenue Suite 130	Browns Mills	New Jersey	(908) 925-4566
Power's Pharmacy	558 Lakehurst Road Units J & K	Browns Mills	New Jersey	(609) 893-4700
Medicine Express Pharmacy	1005 Sunset Road	Burlington	New Jersey	(609) 386-3630
Bell Pharmacy	1201 Haddon Avenue	Camden	New Jersey	(856) 963-4742
Doganieros Pharmacy	1552 Mt Ephraim Ave	Camden	New Jersey	(856) 966-4400
Farmacia San Antonio	2317 Federal Street	Camden	New Jersey	(856) 964-4600
Hometown Pharmacy	2940 Yorkship Square	Camden	New Jersey	(856) 541-2990
Liberty Drug and Surgical	195 Main Street	Chatham	New Jersey	(973) 635-6200
Lambert's Pharmacy	1601 North Kings Highway	Cherry Hill	New Jersey	(856) 428-5888
Valley Pharmacy	377 Valley Road	Clifton	New Jersey	(973) 278-8876
Devines Pharmacy	374 North Avenue	Dunellen	New Jersey	(732) 968-0003
Loving Care Pharmacy	1653 Lincoln Highway	Edison	New Jersey	(732) 832-2862
Buckleys Drug Store	35 East Palisade Avenue	Englewood	New Jersey	(201) 569-1345
HomeCare Rx Inc	695 US HWY 46	Fairfield	New Jersey	(877) 920-2090
Medicine To Go Pharmacies	528 West Lacey Road	Forked River	New Jersey	(609) 242-1400
Pharmacy Value	7012 Park Avenue	Guttenberg	New Jersey	(201) 662-7949
Pharmacy Plus & Surgical Supplies	57 Linden Street	Hackensack	New Jersey	(201) 968-5260
Olden Pharmacy	930 South Olden Avenue	Hamilton	New Jersey	(609) 586-6661
Pharmacy Plus & Surgical Supplies	236 Harrison Ave.	Harrison	New Jersey	(973) 900-9275
Melcons Pharmacy	207 Diamond Bridge Avenue	Hawthorne	New Jersey	(973) 427-1234
Saiff Drugs	325 Raritan Avenue	Highland Park	New Jersey	(732) 545-0687
Medicine Man Pharmacy & Compounding	511 Washington Street	Hoboken	New Jersey	(201) 942-9777
Holmdel Village Pharmacy	969 Holmdel Road	Holmdel	New Jersey	(732) 946-8700

Iselin Pharmacy	1186 Green Street	Iselin	New Jersey	(732) 283-1111
Pharmaplus Pharmacy	10 South New Prospect Road	Jackson	New Jersey	(732) 370-4777
Noble Pharmacy	47 Tonnelle Avenue	Jersey City	New Jersey	(201) 604-5813
Pomarico Pharmacy	239 Old Bergen Road	Jersey City	New Jersey	(201) 434-8062
Keansburg Drugs	199 Main Street	Keansburg	New Jersey	(732) 787-1414
Hoffman Pharmacy	1 Laurence Parkway	Laurence Harbor	New Jersey	(732) 566-3304
Southwood Rita Pharmacy	937 South Wood Avenue	Linden	New Jersey	(908) 862-4444
Super Health Pharmacy	651 North Stiles Street	Linden	New Jersey	(908) 718-5459
Ace Pharmacy	186 Broadway	Long Branch	New Jersey	(732) 222-1481
Homestead Pharmacy	601 Broadway	Long Branch	New Jersey	(732) 222-5400
Medicine Solutions Pharmacy	255 East Bay Avenue	Manahawkin	New Jersey	(609) 994-3588
Stafford Pharmacy	24 Nautilus Drive, Suite 1	Manahawkin	New Jersey	(609) 597-9625
Smith Brothers Drugs	25 West Main Street	Maple Shade	New Jersey	(856) 779-8300
Pharmacy Emporium	460 County Road 520	Marlboro	New Jersey	(732) 526-4450
Harry's Pharmacy	1 Eves Drive Suite 101	Marlton	New Jersey	(856) 983-1600
Village Pharmacy	38 Tuckahoe Road	Marmora	New Jersey	(609) 390-9594
Park Plaza Pharmacy	343 State Route 34	Matawan	New Jersey	(732) 290-9111
MILLTOWN PHARMACY	21 N MAIN ST	MILLTOWN	New Jersey	(732) 828-0080
Quick Mart Pharmacy	100 Ryders Lane	Milltown	New Jersey	(732) 745-7222
Grove Pharmacy	123 Grove Street	Montclair	New Jersey	(973) 744-5550
Parke Warner Pharmacy	1201 Corlies Avenue	Neptune	New Jersey	(732) 774-3475
Olshin's Pharmacy	114 Congress Street	Newark	New Jersey	(973) 344-9000
Olshin's Pharmacy	114 Congress Street	Newark	New Jersey	(973) 344-9000
PHARMACEUTICAL PRESCRIPTION SERVICE, LLC	155 JEFFERSON ST	NEWARK	New Jersey	(973) 491-9000
North Brunswick Pharmacy	1825 Route 130	North Brunswick	New Jersey	(732) 940-9940
Pharmacy Town	1560 State Highway 35	Ocean	New Jersey	(732) 493-5100
Jays Pharmacy	223 Kinderkamack Road	Oradell	New Jersey	(201) 262-1800
Quick Mart Pharmacy	777 Washington Road	Parlin	New Jersey	(732) 238-4022
Troy Hills Pharmacy	280 US Highway 46 Suite 282	Parsippany	New Jersey	(973) 528-7878
Pharmacy Plus & Surgical Supplies	625 Main Avenue	Passaic	New Jersey	(973) 471-9100
Cortese Pharmacy	222 Union Avenue	Paterson	New Jersey	(973) 942-7329
Farmicas Del Pueblo	992-994 Madison Avenue	Paterson	New Jersey	(973) 523-0500
Pharmacy Plus & Surgical Supplies	900 Main Street	Paterson	New Jersey	(862) 257-9990
Pitman Pharmacy	39 South Broadway	Pitman	New Jersey	(856) 589-2392
Rapps Pharmacy	611 Park Avenue	Plainfield	New Jersey	(908) 756-0008
Stephen Reses Pharmacy	269 W. Whitehorse Pike	Pomona	New Jersey	(609) 965-3600

Skaff's Corner Pharmacy	1112 Saint Georges Avenue	Rahway	New Jersey	(732) 381-4144
Roselle Park Rita Pharmacy	200 Chestnut Street	Roselle Park	New Jersey	(908) 245-1396
Navrexa Pharmacy	609 Berlin Cross Keys Rd Suite D1	Sicklerville	New Jersey	(856) 818-4040
Mandells Clinical Pharmacy	7 Cedar Grove Lane	Somerset	New Jersey	(732) 907-6780
Somerset Park Pharmacy	900 Easton Avenue Suite 26	Somerset	New Jersey	(732) 846-6666
Peter Pan Pharmacy	2125 Park Avenue	South Plainfield	New Jersey	(908) 754-7607
Kennedy Pharmacy	42 East Laurel Road, Suite 1900	Stratford	New Jersey	(856) 346-3535
Baker's Pharmacy	38-42 Main Street	Sussex	New Jersey	(973) 875-4141
Alfors' Pharmacy	1572 Route 206	Tabernacle	New Jersey	
HC Good Neighbor Pharmacy	1071 Route 37 West, Unit 10	Toms River	New Jersey	(732) 503-4111
Medical Mall Pharmacy	9 Hosptial Drive Suite B3	Toms River	New Jersey	(732) 244-4747
Mule Road Pharmacy	600 Mule Road, Suite 2	Toms River	New Jersey	(732) 244-3737
Rapps Pharmacy West	10 Southard Street	Trenton	New Jersey	(609) 341-1990
Vizzoni's Pharmacy	1616 South Broad Street	Trenton	New Jersey	(609) 394-5784
Hernando's Hometown Pharmacy	741 East Landis Avenue Unit B	Vineland	New Jersey	(856) 691-3784
Central Pharmacy	335 60TH STREET	WEST NEW YORK	New Jersey	(201) 854-1829
West Trenton Pharmacy	618 Bear Tavern Road	West Trenton	New Jersey	(609) 882-3131
EZ Pharmacy	550 East Lisa Drive Suite C	Chaparral	New Mexico	(575) 824-5242
Mesa Pharmacy	1279 South 2nd Street	Raton	New Mexico	(575) 245-6372
Primm Drug	700 North Union	Roswell	New Mexico	(575) 622-6571
Mesa Pharmacy	308 Colbert Avenue	Springer	New Mexico	(575) 483-2288
Bestcare Pharmacy Tucumcari	511 South 2nd Street	Tucumcari	New Mexico	(575) 461-1200
First Health Pharmacy	1229 Franklin Avenue	Bronx	New York	(347) 597-7999
SimfaRose Pharmacy	765 767 Morris Park Avenue	Bronx	New York	(718) 823-6378
Sirisha Pharmacy	2901 White Plains Road	Bronx	New York	(718) 881-7958
Star Drug	57 East Kingsbridge Road	Bronx	New York	(718) 295-4444
Throggs Neck Pharmacy	3569 East Tremont Avenue	Bronx	New York	(718) 823-6353
Top Value Pharmacy	3811 Dyre Avenue	Bronx	New York	(718) 325-1355
59 St Pharmacy	5816 4th Avenue	Brooklyn	New York	
Adelphi Drug Store	3350 Fulton Street	Brooklyn	New York	(718) 827-9034
BBRx Pharmacy	6013 7th Avenue Unit B	Brooklyn	New York	(718) 439-0502
Clarkson Pharmacy	524 Clarkson Avenue	Brooklyn	New York	(718) 774-1656
Lowens Pharmacy	6902 3rd Avenue	Brooklyn	New York	(718) 238-2444
Mellor's Drug Store	3343 Fulton Street	Brooklyn	New York	(718) 277-5371
Norwood Care Pharmacy	3138 Fulton Street	Brooklyn	New York	(718) 827-1000

Rossi Pharmacy	1891 Eastern Parkway	Brooklyn	New York	(718) 346-2506
S Bros Pharmacy	176 Lee Avenue	Brooklyn	New York	(718) 855-3070
Schultz Pharmacy	150 West Railroad Avenue	Garnerville	New York	(845) 429-5075
Miller's Drug Store	10 Broadway	Haverstraw	New York	(845) 429-2400
Titan Pharmacy	26 WALL STREET	HUNTINGTON	New York	(516) 802-3844
Variety Drugs	169-33 137th Avenue	Jamaica	New York	(718) 723-2100
Weinstein Pharmacy	101 Katonah Avenue	Katonah	New York	(914) 232-5166
Catskill Pharmacy	6401 Route 209	Kerhonkson	New York	(845) 626-0900
Kings Park Pharmacy	64 Indian Head Road	Kings Park	New York	(631) 663-3800
Clarkstown Pharmacy II, LLC	174 South Main Street	New City	New York	(845) 634-6100
Sound Shore Pharmacy - Outpatient	16 Guion Place	New Rochelle	New York	(914) 632-5000
Columbus Avenue Pharmacy	916 Columbus Avenue	New York	New York	(212) 663-7440
Dyckman Pharmacy	199 DYCKMAN STREET	NEW YORK	New York	(212) 567-1331
Farmacia San Rafael	1479 ST NICHOLAS AVENUE	NEW YORK	New York	(212) 923-4190
Halpern Pharmacy	331 East 23rd Street	New York	New York	(212) 683-0148
Healthsource Pharmacy	120 East 34th Sreet	New York	New York	(212) 481-6600
Healthsource Pharmacy	1000 First Avenue	New York	New York	(212) 310-0111
Healthsource Pharmacy	1302 2nd Avenue	New York	New York	(212) 794-8700
I & S Pharmacy	1994 Third Avenue	New York	New York	(212) 427-7123
San Nicholas Pharmacy	1265 St. Nicholas Avenue	New York	New York	(212) 781-4214
Alexander Pharmacy	222 Alexander Street Suite 2700	Rochester	New York	(585) 262-3760
Rockville Centre Pharmacy	30 Hempstead Avenue Suite 156	Rockville Centre	New York	(516) 764-6161
Ryan Medical Pharmacy	2000 North Village Avenue Suite 107	Rockville Centre	New York	(516) 362-2422
Wilmont Pharmacy	199 Brook Street	Scarsdale	New York	(914) 725-1827
Forest Pharmacy	2236 Forest Avenue Suite 5	Staten Island	New York	(718) 447-5900
U & I Pharmacy	5236 West Seneca Street	Vernon	New York	(315) 829-4035
Hometown Healthcare, Inc.	601 19th Street	Watervliet	New York	(518) 273-1402
Clarkstown Pharmacy Inc	719 West Nyack Road Suite 3	West Nyack	New York	(845) 358-3588
Hopkins Drugs	6319 Roosevelt Avenue	Woodside	New York	(718) 429-2140
Asheboro Drug	306 White Oak Street	Asheboro	North Carolina	(336) 625-5111
Village Pharmacy	625 Chestnut Ridge Parkway	Blowing Rock	North Carolina	(828) 295-3482
Boone Drug at King Street	202 West King Street	Boone	North Carolina	(828) 264-8929
Cashiers Valley Pharmacy	52 Cashiers Shopping Center Highway 64 East	Cashiers	North Carolina	(828) 743-3114
UNC Hospitals & Pharmacy	102 Mason Farm Rd	Chapel Hill	North Carolina	(984) 974-5705
Dilworth Drug	1300-B East Boulevard	Charlotte	North Carolina	(704) 910-4288

Crossnore Drug Store	4263 Linville Falls Highway	Crossnore	North Carolina	(828) 733-2486
Durham Pharmacy	5826 Fayetteville Road Suite 105	Durh	North Carolina	(919) 224-1234
Carolina Behavioral Care Pharmacy	4102 Ben Franklin Boulevard	Durham	North Carolina	(919) 972-7719
DrugCare Pharmacy	132 Whitfield Street	Enfield	North Carolina	(252) 445-3414
Smart Pharmacy	10 West Palmer Street	Franklin	North Carolina	(828) 369-3784
Adams Farm Pharmacy	5710 West Gate City Boulevard Suite Z	Greensboro	North Carolina	(336) 632-4141
Friendly Pharmacy	3712-G Lawndale Drive	Greensboro	North Carolina	(336) 790-7343
Medical Arts Pharmacy of Lenoir	328 Mulberry Street Southwest	Lenoir	North Carolina	(828) 758-2356
Avery Pharmacy & Health Care	436 Hospital Drive	Linville	North Carolina	(828) 737-7476
Down East Pharmacy	1904 Martin Luther King Boulevard	New Bern	North Carolina	(252) 672-4440
Carolina Behavioral Care Pharmacy	289 Olmstead Boulevard Suite 1	Pinehurst	North Carolina	(910) 295-6007
Health Park Pharmacy	8300 Health Park Suite 227	Raleigh	North Carolina	(919) 847-7645
North State Pharmacy	3434 Edwards Mill Road Suite 100	Raleigh	North Carolina	(984) 444-6135
WELLNESS PHARMACY AND COMPOUNDING CENTER	2601 BLUE RIDGE RD	RALEIGH	North Carolina	(919) 964-5656
Red Springs Drug	114 South Main Street	Red Springs	North Carolina	(910) 843-4431
ALMANDS DISCOUNT #0003	1329 TARBORO ST	ROCKY MOUNT	North Carolina	(252) 446-0014
Rocky Mount Medical Park Pharm	901 North Winstead Avenue Suite 100	Rocky Mount	North Carolina	(252) 443-7979
Rocky Point Pavilion Pharmacy	7910 US Highway 117 Suite 110	Rocky Point	North Carolina	(910) 210-2030
Home Town Pharmacy	101 South Vance Street	Sanford	North Carolina	(919) 292-1423
Halsey Drug Company	55 South Main Street	Sparta	North Carolina	(336) 372-5599
Coopers Pharmacy	3353 US Highway 1	Vass	North Carolina	(910) 245-4672
The Village Apothecary	7305 North Carolina Highway 22	Whispering Pines	North Carolina	(910) 949-3700
Market Street Pharmacy	1612 Market Street	Wilmington	North Carolina	(910) 763-0845
Pittman's Pharmacy	305 West Granville Street	Windsor	North Carolina	(252) 794-3431
DAKOTA PHARMACY OF BISMARCK INC	705 E MAIN AVE	BISMARCK	North Dakota	(701) 255-1881
HERITAGE PHARMACY	401 NORTH 9TH STREET	BISMARCK	North Dakota	(701) 530-6050
HERITAGE PHARMACY GATEWAY MALL INC	2700 STATE STREET SUITE F12	BISMARCK	North Dakota	7015305800
HORIZON PHARMACY	4535 NORTHERN SKY DRIVE SUITE 3	BISMARCK	North Dakota	(701) 712-3030

Dakota Clinic Pharmacy	1702 South University Drive	Fargo	North Dakota	(701) 364-3450
West Acres Pharmacy	3902 13th Avenue South, Suite 3706	Fargo	North Dakota	(701) 282-0285
The Drugstore at OU	2 Health Center Drive	Athens	Ohio	(740) 593-4738
Fulton Drugs	1657 25th Street Northwest	Canton	Ohio	(330) 456-2476
Harry's Pharmacy	101 East Findlay Street	Carey	Ohio	(419) 396-7977
Schwieterman Pharmacy	510 East Market Street	Celina	Ohio	(419) 586-8875
Roselawn Pharmacy	7601 Reading Road	Cincinnati	Ohio	(513) 761-1212
Clinic Pharmacy	1000 East Broad Street	Columbus	Ohio	(614) 252-4348
FRANKLINTON PHARMACY	867 West Town Street Suite 103-104	Columbus	Ohio	(614) 725-1340
Maxcare Rx Pharmacy	1057 Bethel Road	Columbus	Ohio	(614) 725-3335
St. Elizabeth Pharmacy	One Elizabeth Place Suite 1015	Dayton	Ohio	(937) 424-4599
Stewart's Pharmacy	1013 Jefferson Street	Greenfield	Ohio	(937) 981-3245
Kratzer's Hometown Pharmacy Lebanon	118 West Main Street Suite D	Lebanon	Ohio	(513) 228-1800
King's Pharmacy	7043 Yankee Road	LibertyTownship	Ohio	(513) 804-3266
Danner Drugs	202 West Main Street	Loudonville	Ohio	(419) 994-3221
Essentra Pharmacy	73 Sportmans Drive Suite B	Marengo	Ohio	(419) 253-0632
Daves Pharmacy	411 West 5TH Street	Marysville	Ohio	(937) 644-1322
Great Lakes Pharmacy	9500 Mentor Avenue Suite 110	Mentor	Ohio	(440) 352-2500
Mingo Pharmacy	116 Mclister Avenue	Mingo Junction	Ohio	(740) 535-8068
Schwieterman Pharmacy	324 North Main Street	Minster	Ohio	(419) 628-2305
Davies Drugs	6046 Whipple Avenue Northeast	North Canton	Ohio	(330) 305-9075
Saint Paris Pharmacy	122 South Springfield Street	Saint Paris	Ohio	(937) 663-6001
J.H. Lease Drug Company	229 North Ellsworth Avenue	Salem	Ohio	(330) 337-8727
Ross Park Pharmacy	One Ross Park Boulevard	Steubenville	Ohio	(740) 283-7272
Ross Park Pharmacy West	4100 Johnson Road, Suite 105	Steubenville	Ohio	(740) 264-8222
Kahler Pharmacy	1941 Airport Highway	Toledo	Ohio	(419) 382-2911
Ryan Pharmacy and Orthopedic Supply	3340 Dorr Street	Toledo	Ohio	(419) 531-2836
Shaffer Pharmacy	3900 Sun Forest Court	Toledo	Ohio	(419) 473-0891
Toronto Apothecary	1361 Franklin Street	Toronto	Ohio	(740) 537-2600
Stultz Pharmacy of Wheelersburg, Inc	8991 Ohio River Road	Wheelersburg	Ohio	(740) 981-3334
HOLDER DRUG	513 BARNES	ALVA	Oklahoma	(580) 327-3332

FAMILY PHARMACY	2311 W WILLOW RD	ENID	Oklahoma	(999) 999-9999
FAMILY PHARMACY #3	221 S 30TH ST	ENID	Oklahoma	(999) 999-9999
Family Pharmacy (Dielrx, LLC)	915 E Owen K Garriot RD	Enid	Oklahoma	(580) 233-4244
Spoonful Pharmacy	105 East Industrial Road Suite B	Guthrie	Oklahoma	(405) 282-0661
Clinic Pharmacy	1210 North Lelia	Guymon	Oklahoma	(580) 338-3339
HERITAGE PHARMACY II	529 N MAIN ST	HENNESSEY	Oklahoma	(405) 853-7200
Laporte Pharmacy	103 S Main St	Hennessey	Oklahoma	(405) 853-2557
DENNIS' EXPRESS PHARMACY	308 S. Main St.	KINGFISHER	Oklahoma	(405) 375-5400
Muldrow Pharmacy	710 East Shawntel Smith Boulevard	Muldrow	Oklahoma	(918) 427-3243
Newkirk Pharmacy	716 South Highway 77 Suite A	Newkirk	Oklahoma	(580) 362-2556
Specialty Pharmacy	9402 N May Ave, Ste D	Oklahoma City	Oklahoma	(405) 749-0600
BINTZ PHARMACY	2701 N 14TH STREET	PONCA CITY	Oklahoma	(580) 765-3055
ERICS PHARMACY	3306 N KICKAPOO AVE	SHAWNEE	Oklahoma	(405) 275-9640
Central Drug	722 South Main Street	Stillwater	Oklahoma	(405) 372-6120
Omni Pharmacy	8066 South Memorial Drive	Tulsa	Oklahoma	(918) 994-5555
OWL DRUG AND THE GIFT HOUSE	418 West Cherokee St	WAGONER	Oklahoma	(918) 485-2722
West Main Pharmacy	2355 West Main Street	Medford	Oregon	(541) 772-2330
Medicap Pharmacy	424 Main Street	Nyssa	Oregon	(541) 372-2222
Paulsen's Pharmacy	4246 Northeast Sandy Boulevard	Portland	Oregon	(503) 287-1163
Aston Pharmacy Home Health Center	10 Scheivert Avenue	Ashton	Pennsylvania	(610) 494-1445
Spartan Pharmacy	3400 South Park Road Unit 1	Bethel Park	Pennsylvania	(412) 831-1333
Youngs Pharmacy	3708 Freemansburg Avenue	Bethlehem	Pennsylvania	(610) 866-4552
Evergreen Pharmacy II	702 DeKalb Pike	Blue Bell	Pennsylvania	(610) 616-0608
Spartan Pharmacy	3520 Clairton Boulevard	Brentwood	Pennsylvania	(412) 440-5888
CHAMBERS' APOTHECARY	278 LINCOLN WAY E	CHAMBERSBURG	Pennsylvania	(717) 263-0747
Chester Discount Pharmacy	3107 West 9th Street	Chester	Pennsylvania	(484) 768-6167
Pleasant Hills Apothecary	25 Gill Hall Road	Clairton	Pennsylvania	(412) 653-7566
Hopewell Road Pharmacy	1199 Horseshoe Pike	Downingtown	Pennsylvania	(610) 269-0002
Depietro's Pharmacy	617 3rd Street	Dunmore	Pennsylvania	(570) 209-7440
Depietro's Pharmacy	617 3rd Street	Dunmore	Pennsylvania	(570) 209-7440
Yorktown Pharmacy	8110 Old York Road Suite B	Elkins Park	Pennsylvania	(267) 282-0070
Honey Brook Pharmacy	35 Village Square	Honey Brook	Pennsylvania	(610) 273-7300
Savemart Pharmacy	241 West Roseville Road	Lancaster	Pennsylvania	(717) 569-0825
Lansdale Rx Pharmacy	1801 N BROAD ST STE 14	Lansdale	Pennsylvania	(215) 855-7500

MacDonalds Pharmacy	105 S 3Rd St	McConnellsburg	Pennsylvania	(717)485-3622
Murray Overhill Pharmacy	32 West State Street	Media	Pennsylvania	(610) 566-2345
FB THOMAS DRUG STORE	327 MAIN ST	MEYERSDALE	Pennsylvania	(814) 634-8614
Family Pharmacy of Moscow	330 North Main Street Suite 202	Moscow	Pennsylvania	(570) 843-6369
Appleby Drug Store	133 E Shirley St	Mount Union	Pennsylvania	(814) 542-4412
Pharmacy Of Norristown	420 West Marshall Street	Norristown	Pennsylvania	(484) 231-1014
Evergreen Pharmacy	1222 Welsh Road Suite C1	North Wales	Pennsylvania	(215) 393-0902
Cure Discount Pharmacy	2310 North Broad Street Space A	Philadelphia	Pennsylvania	(215) 223-5700
Fishtown Pharmacy	1802 Frankford Avenue	Philadelphia	Pennsylvania	(267) 687-7562
Healing Pharmacy	109 West Cheltenham Avenue	Philadelphia	Pennsylvania	(267) 297-6482
Mayfair Drug Store	7522 Frankford Avenue	Philadelphia	Pennsylvania	(215) 338-2626
Philadelphian Pharmacy	2401 Pennsylvania Avenue	Philadelphia	Pennsylvania	(215) 232-0533
Ridge Discount Pharmacy	1406 A Ridge Avenue	Philadelphia	Pennsylvania	(267) 519-3387
Grattan's Pharmacy	230 North Front Street	Philipsburg	Pennsylvania	(814) 342-2020
Kevin's Shop N Save Pharmacy	700 Castle Shannon Boulevard	Pittsburgh	Pennsylvania	(412) 561-2417
Spartan Pharmacy	3526 Brownsville Road	Pittsburgh	Pennsylvania	(412) 884-4400
STANTON NEGLEY DRUG COMPANY	804 N NEGLEY AVENUE	PITTSBURGH	Pennsylvania	(412) 661-3315
Waltmire Pharmacy	1435 Spring Garden Avenue	Pittsburgh	Pennsylvania	(412) 323-1801
Pottstown Discount Pharmacy	1501 East High Street	Pottstown	Pennsylvania	(484) 644-3120
Berks Discount Pharmacy	500 Penn Street Suite B	Reading	Pennsylvania	(610) 373-1800
Sellersville Pharmacy	218 South Main Street	Sellersville	Pennsylvania	(215) 257-9077
Max-well Pharmacy Services	375 West Street Road	Warminster	Pennsylvania	(215) 956-9280
Max-well Pharmacy Services	375 West Street Road	Warminster	Pennsylvania	(215) 956-9280
Warrington Rx Pharmacy	1335 Easton Road	Warrington	Pennsylvania	(267) 488-1215
Farmacia Jenny	Munoz Rivera Esq San Joaquin	Adjuntas	Puerto Rico	(787) 829-2480
Farmacia Jayni	Carr 189 KM 2.2	Caguas	Puerto Rico	(787) 745-9567
Farmacia Vazquez	Calle Jose de Diego #54 Este	Cayey	Puerto Rico	(787) 263-2444
Super Farmacia Bella Vista	Carretera 149 KM 18.0 Bo Pesas PMB 441	Ciales	Puerto Rico	(787) 871-2305
Farmacia Padua	Calle Guillermo Esteves #63	Jayuya	Puerto Rico	(787) 828-4265
Farmacia Borinquen	Calle Dr Barreras #16 Esq Corchado	Juncos	Puerto Rico	(787) 734-5591
Farmacia Lourdes	Carretera 123 #14	Ponce	Puerto Rico	(787) 842-1314



Farmacia Quebradillas	Calle Socorro #155	Quebradillas	Puerto Rico	(787) 895-6006
Farmacia Nueva Borinquen	Ave Borinquen 2039, Barrio Obrero Santurce	San Juan	Puerto Rico	(787) 726-7558
Farmacia Reyes 3	1320 San Alfonso Avenue	San Juan	Puerto Rico	(787) 782-6403
Farmacia Americana	Calle Loiza #1854, Esq. Las Flores 101	Santurce	Puerto Rico	(787) 728-6095
Family Pharmacy	333 Newberry street Northwest	Aiken	South Carolina	(803) 649-1776
TLC Medical Centre	190 Crepe Myrtle Court	Aiken	South Carolina	(803) 648-7800
Reynolds Drug Store Inc	7 South Morgan Avenue	Andrews	South Carolina	(843) 264-5454
Daniels Pharmacy of Barnwell	178 Wren Street	Barnwell	South Carolina	(803) 259-1234
IRON CITY PHARMACY, MEDICINE SHOPPE 2041	301 W CHEROKEE ST STE B	BLACKSBURG	South Carolina	(864) 761-4566
Daniels Pharmacy of Blackville	19354 Solomon Blatt Avenue North	Blackville	South Carolina	(803) 284-3372
Dottie's Pharmacy	325 Folly Road Suite 101	Charleston	South Carolina	(843) 501-9500
Patrick Square Pharmacy	143 Thomas Green Boulevard	Clemson	South Carolina	(864) 999-2900
Fleetwood Pharmacy	121 Fleetwood Drive	Easley	South Carolina	(864) 442-5192
Kelly's Family Pharmacy	704 Brushy Creek Road	Easley	South Carolina	(864) 343-0540
First Choice Pharmacy	1005 Grove Road	Greenville	South Carolina	(864) 370-7857
Irmo Drug	1009 Lake Murray Blvd, Suite B	Irmo	South Carolina	(803) 749-7485
Medi Home Pharmacy	2 Palmetto Wood Parkway Suite 100	Irmo	South Carolina	(877) 936-1045
Wall Drugs of Johnsonville	239 Stuckey Street	Johnsonville	South Carolina	(843) 386-6135
Fleetwood Pharmacy Of Laurens	100 Fleming Street Suite D	Laurens	South Carolina	(864) 416-4927
Apothecare Pharmacy	134 East Columbia Avenue	Leesville	South Carolina	(803) 532-7222
South Lake Drug	1856 S LAKE DR STE K	Lexington	South Carolina	(803) 399-7701
Waterway Pharmacy	3373 Highway 9 East	Little River	South Carolina	(843) 734-0612
Family Pharmacy	206 North Cambridge Street	Ninety Six	South Carolina	(864) 543-2852
Pawley's Island Pharmacy	9710 Ocean Highway 17, Unit 1	Pawleys Island	South Carolina	(843) 235-4666
SMITH DRUG STORE NO.1	142 E MAIN ST	SPARTANBURG	South Carolina	(864) 583-4521
Tyler Brothers Prescription Shophe	123 A Earle Street South	Wagener	South Carolina	(803) 218-9030
HIOTTS PHARMACY	373 WASHINGTON ST	WALTERBORO	South Carolina	(843) 549-7222
Pine Ridge Pharmacy	634 A Pine Ridge Drive	West Columbia	South Carolina	(803) 955-3404
Triangle Pharmacy	1239 D Avenue	West Columbia	South Carolina	(803) 794-4840
True Pharmacy	1628 Charleston Highway	West Columbia	South Carolina	(803) 849-1777
Down Home Pharmacy	1034 Main Street	Bean Station	Tennessee	(865) 993-4074
Brainerd Pharmacy	3602 Brainerd Road	Chattanooga	Tennessee	(423) 305-1858

Hamilton Discount Pharmacy	6851 Shallowford Road	Chattanooga	Tennessee	(423) 892-5955
Max Discount Pharmacy	4531 Highway 58 Suite 105	Chattanooga	Tennessee	(423) 803-5990
Church Hill Drug Store	104 East Main Blvd.	Church Hill	Tennessee	(423) 357-7441
Town & Country Drugs and Home Medical	1051 South Riverside Drive	Clarksville	Tennessee	(931) 645-2494
PHD Pharmacy	110 Keith Street Southwest Suite 1 & 2	Cleveland	Tennessee	(423) 614-6650
Stop-N-Go Discount Pharmacy	3984 Ringgold Road	East Ridge	Tennessee	(423) 468-7161
Quality Drug Store	632 Main Street	Friendship	Tennessee	(731) 677-2155
Hampton Pharmacy	339 Highway 321	Hampton	Tennessee	(423) 725-2327
HIXSON PHARMACY	5508 HIXSON PHARMACY SUITE 1	HIXSON	Tennessee	(423) 498-5900
Murphy's Sav-mor Pharmacy	1403 Russell Avenue	Jefferson City	Tennessee	(865) 475-3836
Murphy's Sav-mor Pharmacy	1403 Russell Avenue	Jefferson City	Tennessee	(865) 475-3836
Blankenship Pharmacy	222 East Watauga Avenue	Johnson City	Tennessee	(423) 926-4801
Val-U-Pharmacy	2811 West Market Street	Johnson City	Tennessee	(423) 928-8004
Brookside Discount Pharmacy	1901 Brookside Drive	Kingsport	Tennessee	(423) 246-2424
P & S Pharmacy	613 Watauga Street	Kingsport	Tennessee	(423) 246-8351
Longs Drug Store	4604 Kingston Pike	Knoxville	Tennessee	(865) 588-0581
Pharmacy And Surgical Supplies	4120 Asheville Highway	Knoxville	Tennessee	(865) 951-1935
Lafayette Pharmacy	526 Highway 52 Bypass West	Lafayette	Tennessee	(615) 666-4444
Okie's Pharmacy	4221 Maynardville Highway	Maynardville	Tennessee	(865) 992-9455
Crescent Center Drugs	228 North Fairmont Avenue	Morristown	Tennessee	(423) 586-6263
Morristown Pharmacy	925 West 4th North Street	Morristown	Tennessee	(423) 587-4949
Harding Pharmacy	4120 Nolensville Pike	Nashville	Tennessee	(615) 760-5670
Munsey Pharmacy	106 Administration Road	Oak Ridge	Tennessee	(865) 483-8429
James McCoy's Drug Store	839 Judge Ely Boulevard	Abilene	Texas	(325) 677-2300
James McCoy's Drug Store South	1725 Antilley Road	Abilene	Texas	(325) 676-8900
Aledo Medicine Store	621 North FM 1187	Aledo	Texas	(817) 441-2702
Allen Family Drug	317 North Central Expressway	Allen	Texas	(972) 390-9888
Alvarado Pharmacy	601 N PARKWAY DR, STE A	Alvarado	Texas	(817) 783-2727
ADC Pharmacy	6700 West 9th Avenue	Amarillo	Texas	(806) 358-0331
Medical Square Pharmacy	1215 South Coulter Street Suite 101	Amarillo	Texas	(806) 350-7451

Anson Plaza Pharmacy	1150 West Court Plaza	Anson	Texas	(325) 823-3203
Bowen Pharmacy	2417 West Pleasant Ridge Road	Arlington	Texas	(817) 918-4900
Matlock Pharmacy	3360 Matlock Road Suite 100	Arlington	Texas	(817) 557-3900
Remcare Pharmacy	306 East Randol Mill Road Suite 500	Arlington	Texas	(817) 422-9635
Sullivan Pharmacy	1140 Grand Avenue	Bacliff	Texas	(281) 339-4577
Bells Family Drug	103 West Bells Boulevard	Bells	Texas	(903) 965-7383
Blanco Pharmacy & Wellness	316 Pecan Street	Blanco	Texas	(830) 833-4815
Bonham Family Drug	100 East Sam Rayburn Drive	Bonham	Texas	(903) 583-7325
Boyd Medicine Store	417 West Rock Island Avenue	Boyd	Texas	(940) 433-8056
Los Ebanos Pharmacy	1134 Los Ebanos Boulevard Suite A	Brownsville	Texas	(956) 542-8542
Jacobs Family Pharmacy	2701 Austin Avenue	Brownwood	Texas	(325) 646-1100
Village Foods	3030 East 29th Street Suite 100	Bryan	Texas	(979) 846-8199
Best Value West Pharmacy	124 West Renfro	Burleson	Texas	(817) 295-6128
Ron's Apothecary Shop	117 West Renfro Street	Burleson	Texas	(817) 295-2273
Pharm House Drug - Carrizo Springs, LLC.	314 North 5th Street	Carrizo Springs	Texas	(830) 876-2516
Carrollton Pharmacy	3044 Old Denton Road Suite 305	Carrollton	Texas	(972) 810-0078
PeopleFirst Pharmacy #2	2501 Hebron Parkway, Suite 100A	Carrollton	Texas	(972) 300-4130
Calvary Pharmacy	329 North Highway 67 Suite 150	Cedar Hill	Texas	(972) 637-4324
Sage Pharmacy	2500 South Lakeline Boulevard Suite 202	Cedar Park	Texas	(512) 628-1090
Childress Outpost Pharmacy	805 Highway 83 North	Childress	Texas	(940) 937-9030
Clarendon Outpost	619 West 2nd Street	Clarendon	Texas	(806) 874-5202
Corner Drug	100 Trice Street	Claude	Texas	(806) 731-4825
Best Value Royce's Pharmacy	502 North Main	Cleburne	Texas	(817) 645-2445
The Medicine Place #2	2250 Chestnut Street	Colorado City	Texas	(325) 728-3489
Pharm House Drug - Conroe LLC	690 South Loop 336 West Suite 100	Conroe	Texas	(936) 539-4900
Providence Care Pharmacy	4613 South Staples Suite E	Corpus Christi	Texas	(361) 991-0251
Crandall Pharmacy	1317 Highway 175, Suite 1000	Crandall	Texas	(972) 427-6442
Pharm House Drug - Crystal City, LLC.	224 East Zavala Street	Crystal City	Texas	(830) 374-3436
Elam Road Pharmacy	9209 Elam Road, Suite 105	Dallas	Texas	(214) 391-6363

Globe Pharmacy	2223 Singleton Boulevard Ste 116B	Dallas	Texas	(972) 290-0862
M & M Pharmacy	8150 Brookriver Drive Suite 107	Dallas	Texas	(469) 547-2419
Medly Pharmacy	5626 Maple Avenue Suite 140	Dallas	Texas	(972) 238-7940
Pharmacy and Surgical Supplies	10300 Scyene Road Suite 102	Dallas	Texas	(469) 283-8878
REDBIRD PHARMACY	1251 E RED BIRD LN STE 120	DALLAS	Texas	(972) 982-2970
Salud Pharmacy #1	10466 South Central Expressway	Dallas	Texas	(972) 283-0730
Salud Pharmacy #2	611 West Jefferson Boulevard	Dallas	Texas	(214) 946-3886
Total Pharmacy	3690 W WHEATLAND Rd Ste 140	Dallas	Texas	(972) 283-5757
Best Value Renshaw Drug	800-A Medical Center Drive	Decatur	Texas	(940) 627-5343
Allen Pharmacy	1612 Scripture Street	Denton	Texas	(940) 484-0100
Community Pharmacy	4400 Teasley Lane Suite 100	Denton	Texas	(940) 382-1618
Drug Emporium # 101	824 Weset University Drive	Denton	Texas	(940) 387-0350
Dimmit Pharmacy	201 North West 2nd Street	Dimmit	Texas	(806) 647-3151
Best Value Dublin Pharmacy	604 North Patrick Street	Dublin	Texas	(254) 445-3679
Prudential Pharmacy	777 East Wheatland Road, Suite 100	Duncanville	Texas	(972) 709-4500
El Paso Pain Center Pharmacy	3215 Gateway Boulevard West Suite A	El Paso	Texas	(915) 500-6078
Hometown Drug	718 West Lampasas	Ennis	Texas	(972) 875-6798
Super Value Pharmacy	720 North Industrial Boulevard	Eules	Texas	(817) 283-5308
Fabens Pharmacy	1420 Fabens Road Suite B	Fabens	Texas	(915) 764-2739
Southern Star Pharmacy	14444 W Beltwood Pkwy Suite 150	Farmers Branch	Texas	(972) 677-7891
U S Drug Mart #4	103 South Main	Ferris	Texas	(972) 544-3660
Best Value Country Day Pharmacy	6020 Harris Parkway	Fort Worth	Texas	(817) 738-0722
Best Value Ridglea Drug	5932 Lovell Avenue	Fort Worth	Texas	(817) 737-6655
Family Pharmacy	6249 Granbury Road	Fort Worth	Texas	(817) 887-9990
Hulen Pharmacy	6249 Granbury Road	Fort Worth	Texas	(346) 357-3482
New Care Pharmacy	900 Jerome Street Suite 100	Fort Worth	Texas	(817) 924-7000
Vickery Pharmacy	5750 West Vickery Boulevard Suite 110	Fort Worth	Texas	(817) 731-5222
Duffey Drug Company	311 North Center Street	Franklin	Texas	(979) 828-3536

FriscoRx Pharmacy	7227 West Main St Suite #201	Frisco	Texas	(469) 888-4190
Heritage Pharmacy	2636 West Walnut Street, Suite 300	Garland	Texas	(214) 703-9000
Pharmax Pharmacy	3504 West Walnut Street	Garland	Texas	(972) 487-2252
Ridgewood Pharmacy	119 West Kingsley Road Suite 122	Garland	Texas	(469) 814-0218
Cobb's Pharmacy	510 Houston Street	George West	Texas	(361) 449-2631
The Med-Shop Pharmacy	825 US Highway 271 North	Gilmer	Texas	(903) 680-2600
Best Value Medical Center Pharmacy	1100 Bluebonnet	Glen Rose	Texas	(254) 897-9917
Goliad Pharmacy and Gifts	208 South Commercial	Goliad	Texas	(361) 645-3261
Best Value Ron's Pharmacy	420 West Pearl	Granbury	Texas	(817) 573-1143
Lake Ridge Pharmacy	4927 Lake Ridge Parkway Suite 180	Grand Prairie	Texas	(972) 522-7606
Lakepointe Pharmacy #3	2715 Osler Drive	Grand Prairie	Texas	(469) 733-1033
Muniz Rio Grande Pharmacy	1117 South Commerce	Harlingen	Texas	(956) 423-1753
Small Fry's Pharmacy	321 South 21st Street	Harlingen	Texas	(956) 423-1200
The Drug Store	100 South Avenue E	Haskell	Texas	(940) 864-2673
Red Door Pharmacy and Gifts	2488 Avondale Haslet Road Suite 168	Haslet	Texas	(817) 259-2636
Best Value Hico Pharmacy	West 1st and Walnut	Hico	Texas	(254) 796-4271
1960 Pharmacy	724 CYPRESS CREEK PKWY,STE100	Houston	Texas	(281) 893-6000
Biocare Pharmacy	10603 Bellaire Boulevard, Suite B114	Houston	Texas	(281) 530-5800
Hulen Pharmacy	12303 Westheimer Road Suite D	Houston	Texas	(346) 357-3482
Med Solution Pharmacy	10680 Jones Road Suite 500	Houston	Texas	(281) 890-9922
Southend Pharmacy	415 Westheimer Road Suite 102-103	Houston	Texas	(281) 498-1450
Village Family Pharmacy	9055 Katy Fwy, Ste 101	Houston	Texas	(713) 373-3300
GT Vaughans Pharmacy LLC.	200 N Magnolia	Hubbard	Texas	(254) 576-2241
The Med-Shop Pharmacy	111 East 2nd Street	Hughes Springs	Texas	(903) 639-3508
Driscoll Pharmacy	816 Frontage Road	Idalou	Texas	(806) 892-2561
Boardwalk Pharmacy	6161 North State Hwy 161	Irving	Texas	(972) 812-7559
Pharmacy Plus #8	825 West Royal Lane Suite 110	Irving	Texas	(972) 539-3624
Best Value Dan's Pharmacy	3521-B SW Wilshire Boulevard	Joshua	Texas	(817) 484-3267
Justin Family Pharmacy	120 W. Fourth	Justin	Texas	(940) 648-2222
Katy Pharmacy I	20005 Katy Freeway	Katy	Texas	(281) 578-1515
Village Medical Pharmacy #2	28120 Katy Freeway Suite 110	Katy	Texas	(713) 373-3300

S & R Drug	1606 South Margaret	Kirbyville	Texas	(409) 423-2215
Pharm House Drug - Kountze LLC	800 South Pine Street	Kountze	Texas	(409) 246-3492
Pharm House Drug - La Vernia, LLC.	13857 Highway 87 Suite 100	La Vernia	Texas	(830) 779-2219
Pharm House Drug - LaGrange LLC	110 East Travis Street	LaGrange	Texas	(979) 968-5835
ECKERDS PHARMACY	120 CIRCLE WAY STREET SUITE 7F	LAKE JACKSON	Texas	(979) 341-9811
Hodges and Sargent Pharmacy	210 South Key Avenue	Lampasas	Texas	(512) 556-3392
Community Care Pharmacy	1301 FM 407 Justin Road, Suite 212	Lewisville	Texas	(972) 317-5599
Little Elm Pharmacy	800 West Eldorado Parkway, Suite 100	Little Elm	Texas	(972) 294-2877
Louis Morgan Drug #1	1900 South High Street	Longview	Texas	(903) 758-8286
Louis Morgan Drugs #4	110 Johnston Street	Longview	Texas	(903) 758-6164
RAFF & HALL FAMILY PARK AP	3404 Interstate 27	Lubbock	Texas	(806) 744-8477
Thornhill's Pharmacy	6823 82nd Street Suite 600	Lubbock	Texas	(806) 368-8400
Abeldt's Gaslight Pharmacy	200 Gaslight Boulevard	Lufkin	Texas	(936) 639-2346
Manor Pharmacy	14008 Shadow Glen Boulevard Suite 102	Manor	Texas	(512) 642-8000
Shatiff Pharmacy	2771 East Broad Street Suite 219	Mansfield	Texas	(817) 225-4136
PRESCRIPTION SHOP MARFA	105-2 East Oak Street	MARFA	Texas	(432) 729-4244
MCCAMEY PHARMACY	111 EAST 5TH STREET	MCCAMEY	Texas	(432) 652-4220
Fibi Pharmacy	1411 North Custer Road Suite 600	McKinney	Texas	(469) 907-1153
McKinney Pharmacy	1601 West University Drive	McKinney	Texas	(972) 562-8700
Memphis Drug	506 West Noel Street	Memphis	Texas	(806) 259-5067
Provide Rx	2208 North Loop 250 West #101	Midland	Texas	(432) 689-3355
U S Drug Mart #3	540 George Hopper Road	Midlothian	Texas	(972) 775-1180
Best Value Waddy Pharmacy	106 SW 6TH AVE	Mineral Wells	Texas	(940) 325-0734
Monahans Pharmacy	801 East 4th Street	Monahans	Texas	(432) 943-4212
Lakeside Pharmacy	16955 Walden Road, Suite 100	Montgomery	Texas	(936) 448-6337
Pharm House Drug - Needville, LLC.	13500 Highway 36	Needville	Texas	(979) 793-5534
Comal Drug	544 North Union Street	New Braunfels	Texas	(830) 625-2421
Golder Pharmacy	319 North Golder	Odessa	Texas	(432) 337-7311
Westex Pharmacy	601 East 7th Street	Odessa	Texas	(432) 299-2995
Village Drug	902 11th Street	Ozona	Texas	(325) 392-2666

Paris Apothecary	707 Lamar Avenue, Suites A&B	Paris	Texas	(903) 785-4208
Grand Avenue Pharmacy	1615 Grand Avenue Parkway Suite 104	Pflugerville	Texas	(512) 377-1999
PARKER DRUGS	114 QUITMAN ST.	PITTSBURG	Texas	(903) 856-3626
Americare Rx Pharmacy Inc	4010 W 15th Street Suite 60	Plano	Texas	
Texas Rx Pharmacy	6020 West Parker Road Suite 270	Plano	Texas	(972) 378-4107
Medicine Man Pharmacy- Port Lavaca	1202 North Virginia Street	Port Lavaca	Texas	(361) 482-0345
Scott's Quitman Pharmacy	310 East Goode Street Suite E	Quitman	Texas	(903) 763-9600
Watson's City Drug	192 South 7th Street	Raymondville	Texas	(956) 689-2161
Best Value Rhome Pharmacy	400 South Main Street	Rhome	Texas	(817) 638-5561
Texan Pharmacy	7201 Wyoming Spring Drive Suite 300	Round Rock	Texas	(732) 318-9628
Chapman Pharmacy	108 East 5th Street	Rusk	Texas	(903) 683-2422
Angelo Pharmacy	2910 Sherwood Way Suite 100	San Angelo	Texas	(325) 716-4499
Medical Center Pharmacy	1342 Fair Avenue	San Antonio	Texas	(210) 534-5457
Medicine Man Pharmacy	13250 Highway 6	Santa Fe	Texas	(409) 927-1979
JC'S TrueCare Pharmacy	11011 Highway 150	Shepherd	Texas	(936) 628-2099
Pharm House Drug - Sonora, LLC	417 US Highway 277 North	Sonora	Texas	(325) 387-2541
Bluejay Pharmacy LLC	17819 Stuebner Airline Road Suite 2	Spring	Texas	(281) 251-0904
Tanglewood Pharmacy	2445-A Northwest Loop	Stephenville	Texas	(254) 968-7657
Pharm House Drug - Sweeny, LLC.	200 North Main Street	Sweeny	Texas	(979) 459-2220
The Medicine Place	1410 Lamar Street	Sweetwater	Texas	(325) 236-6809
Taft Pharmacy	213 Meyers	Taft	Texas	(361) 528-2012
Pharm House Drug - Trinity LLC	507 South Robb Street Suite B	Trinity	Texas	(936) 594-3593
Family First Pharmacy	16623-A Old Jacksonville Highway	Tyler	Texas	(903) 561-2822
Castle Hills Pharmacy	3412 Sam Houston Drive	Victoria	Texas	(361) 575-6328
Pharmacy Plus #5	3308 Hillcrest Drive	Waco	Texas	(254) 756-5383
Best Value Hometown Pharmacy	1702 Santa Fe Drive	Weatherford	Texas	(817) 594-3435
Collingsworth Pharmacy	1016 16th Street	Wellington	Texas	(806) 447-1184
Barrachina Pharmacy	2004 East Expressway 83 Suite 2	Weslaco	Texas	(956) 405-3089
Health Plus Pharmacy	910 E 8th St STE 11	Weslaco	Texas	(956) 424-3535
Sander Pharmacy	916 East Sixth Street	Weslaco	Texas	(956) 968-4528
Harvest Drug & Gift	4426 Kell Boulevard	Wichita Falls	Texas	(940) 692-7081
Park Plaza Pharmacy	1900 9th Street	Wichita Falls	Texas	(940) 322-5492

Trott's Call Field Drug	4122 Call Field Road	Wichita Falls	Texas	(940) 692-1234
Scotts Pharmacy	211 East Coke Road	Winnsboro	Texas	(903) 342-3669
Quality Care Pharmacy and Compounding II	2300 West FM 544 Suite 130	Wylie	Texas	(972) 442-5333
Mountainwest Apothecary	1551 South Renaissance Towne Drive Suite 104	Bountiful	Utah	(801) 295-6979
Anderson Drug	1 North Main Street	Ephraim	Utah	(435) 283-4444
12th Street Pharmacy	698 East 12th Street	Ogden	Utah	(801) 621-2154
Utah Valley Pharmacy	1534 South State Street	Orem	Utah	(801) 224-3932
Medical Center Pharmacy	1050 East South Temple	Salt Lake City	Utah	(801) 350-8140
Medical Plaza Pharmacy	1060 East 100 South Suite L-2	Salt Lake City	Utah	(801) 539-0231
Spanish Fork Community Pharmacy	375 West Center Street	Spanish Fork	Utah	(801) 960-6688
Joule Wellness Pharmacy	1028 South Walter Reed Drive	Arlington	Virginia	(571) 699-3593
Family Drug Inc	14 East 27th Street North	Big Stone Gap	Virginia	(276) 523-1713
Main Street Pharmacy	301 South Main Street Suite 107	Blacksburg	Virginia	(540) 605-7721
Spencers Drug Store Inc	100 North Main Street	Blackstone	Virginia	(434) 292-3132
The Pharmacy of Culpeper	261 Southgate Shopping Center	Culpeper	Virginia	(540) 825-0003
Staywell Pharmacy	7596 Gardner Park Dr	Gainesville	Virginia	(571) 486-1818
Glade Pharmacy	33472 Lee Highway	Glade Spring	Virginia	(276) 429-2004
Buchanan Pharmacy Associates	1520 Slate Creek Road	Grundy	Virginia	(276) 935-2323
Loudoun Family Pharmacy	19415 Deerfield Avenue Suite 116	Leesburg	Virginia	(571) 291-2896
Baileys Drug Store	117 West Main Street	Louisa	Virginia	(540) 967-0223
Hometown Pharmacy	196 Amelon Square	Madison Heights	Virginia	(434) 929-1000
Coastal Pharmacy	6160 Kempsville Circle Suite 104A	Norfolk	Virginia	(757) 800-1601
Community Pharmacy & Medical Supply	2900 Tyler Road	Radford	Virginia	(540) 639-1647
Henrico Pharmacy	8705 West Broad Street	Richmond	Virginia	(804) 239-1990
Westwood Pharmacy	5823 Patterson Avenue	Richmond	Virginia	(804) 288-1933
Carilion Medical Center Pharmacy	2001 Crystal Spring Avenue Southwest, Suite 110	Roanoke	Virginia	(540) 853-0905
Hills Crouch Pharmacy	7535 Williamson Road Northwest	Roanoke	Virginia	(540) 366-3179
Fishersville Family Pharmacy	16 Gosnell Crossing Suite 101	Staunton	Virginia	(540) 324-8042
Bennett's Creek Pharmacy	3219 Bridge Road	Suffolk	Virginia	(757) 483-6966



Barrs Pharmacy Inc	201 Virginia Beach Boulevard	Virginia Beach	Virginia	(757) 428-1211
Fishburne Pharmacy	436 South Linden Avenue	Waynesboro	Virginia	(540) 949-8211
Olde Towne Pharmacy Inc	4854 Longhill Road	Williamsburg	Virginia	(757) 220-8764
Express Pharmacy	1690 Old Bridge Road	Woodbridge	Virginia	(703) 494-8000
Bainbridge Island Community Pharmacy	124 Winslow Way W	Bainbridge Island	Washington	(206) 780-7809
Doane's Valley Pharmacy	119 Cottage Avenue	Cashmere	Washington	(509) 782-2717
Cle Elum Pharmacy	115 West First Street	Cle Elum	Washington	(509) 852-0123
Kirks Pharmacy	104 Mashell Avenue	Eatonville	Washington	(360) 832-3121
Franciscan Pharmacy - Federal Way	34503 9th Avenue South Suite 110	Federal Way	Washington	(253) 944-4040
Franciscan Pharmacy - St Anthony	11511 Canterwood Boulevard Northwest Suite 220	Gig Harbor	Washington	(253) 530-2066
Ostroms Drug & Gifts	6414 Northeast Bothell Way	Kenmore	Washington	(425) 486-7711
Franciscan Pharmacy St. Clare	11315 Bridgeport Way Southwest Suite A1087	Lakewood	Washington	(253) 985-6290
Omak Pharmacy	903 Engh Road, Suite A	Omak	Washington	(509) 422-1500
Kirks Pharmacy at Puyallup	618 So Meridian	Puyallup	Washington	(253) 848-2011
Kirks Pharmacy at Sunrise Inc	11212 Sunrise Boulevard East, Suite 204	Puyallup	Washington	(253) 770-3408
Park's Pharmacy	401 Northeast Ravenna Boulevard	Seattle	Washington	(206) 527-3010
Cost Less Prescriptions	5431 Pacific Avenue	Tacoma	Washington	(253) 474-9493
Franciscan Pharmacy Tacoma	1608 South J Street	Tacoma	Washington	(253) 274-7650
Puget Sound Pharmacy	1112 6TH AVE, SUITE 101	Tacoma	Washington	(253) 272-1107
Horizon Pharmacy	633 West 1st Street	Wapato	Washington	(509) 584-0300
Bypass Pharmacy #2	725 Ritter Drive Floor 1	Beaver	West Virginia	(304) 252-3000
Beckley Pharmacy	105 Anwar Fatima Lane	Beckley	West Virginia	(681) 207-7008
Beckley Pharmacy	455 Stanaford Road	Beckley	West Virginia	(304) 252-1200
Bypass Pharmacy	104 South Eisenhower Drive	Beckley	West Virginia	(304) 256-2006
Bypass Pharmacy #3	1802 Harper Road	Beckley	West Virginia	(304) 252-1111
The Pharmacy	15041 MacCorkle Avenue	Cabin Creek	West Virginia	(304) 595-9500
Reed's Pharmacy 5	2830 Northwestern Pike	Capon Bridge	West Virginia	(304) 856-2901
MED A SAVE PHARMACY	1405 BONNIE VIEW TER	KEYSER	West Virginia	(304) 788-6010
Main Street Pharmacy	435 West Main Street Suite 1	Oak Hill	West Virginia	(304) 465-7200
Oak Hill Hometown Pharmacy	819 East Main Street	Oak Hill	West Virginia	(304) 465-0222

Oak Hill Hometown Pharmacy	819 East Main Street	Oak Hill	West Virginia	(304) 465-0222
Cox Family Pharmacy	110 Gihon Vlg	Parkersburg	West Virginia	(304) 485-4501
Poca Valu-Rite Pharmacy	119C Main Street	Poca	West Virginia	(304) 755-1500
Ravenswood Drug	408 Washington Street	Ravenswood	West Virginia	(304) 440-4410
LAMBERT DRUG STORE	22630 NORTHWESTERN PIKE	ROMNEY	West Virginia	(304) 822-1000
Lester Square Pharmacy	837 Robert C. Byrd Drive	Sophia	West Virginia	(304) 683-2111
Lester Square Pharmacy	837 Robert C. Byrd Drive	Sophia	West Virginia	(304) 683-2111
Bee Well Pharmacy	4501 Maccorkle Avenue Suite 101	South Charleston	West Virginia	(304) 766-8484
Bee Well Pharmacy	4501 Maccorkle Avenue Suite 101	South Charleston	West Virginia	(304) 766-8484
Bypass Pharmacy #4	5151 MacCorkle Avenue Southwest	South Charleston	West Virginia	(304) 766-0900
Crandon Pharmacy	101 North Lake Avenue	Crandon	Wisconsin	(715) 478-3313
Laona Pharmacy	4876 Mill Street	Laona	Wisconsin	(715) 674-2635
Omro Pharmacy	328 East Main Street	Omro	Wisconsin	(920) 685-5041
Schultz Pharmacy	220 North Main Street	Oshkosh	Wisconsin	(920) 233-2151
Eannelli Pharmacy	405 Water Street	Prairie Du Sac	Wisconsin	(608) 643-3396
Glander Prescription Plus	3529 Superior Avenue	Sheboygan	Wisconsin	(920) 459-2755
Yellow River Pharmacy	7438 Main Street West	Webster	Wisconsin	(715) 866-8644
DALY DRUG	3215 8TH ST SOUTH	WISCONSIN RAPIDS	Wisconsin	7154233400

**EXHIBIT E  
FINANCIAL STATEMENTS  
AND AB GUARANTY**

*FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA*

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## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of AmerisourceBergen Corporation

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of AmerisourceBergen Corporation and subsidiaries (the Company) as of September 30, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended September 30, 2021, 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, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2021, 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 Public Company Accounting Oversight Board (United States) (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 disclosures to which they relate.

#### *Legal Matters and Contingencies - Opioid Lawsuits*

*Description of  
the Matter*

As discussed in Note 14 of the consolidated financial statements, the Company is involved in a significant number of lawsuits with counties, municipalities, and other governmental entities in a majority of U.S. states and Puerto Rico, as well as numerous states and tribes relating to the distribution of prescription opioid pain medications ("opioid litigation"). 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. The Company has recognized a \$6.7 billion liability related to the opioid litigation as of September 30, 2021 and has disclosed that it is unable to estimate the range of possible loss in excess of the amount accrued. In connection with this liability, the Company recognized 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 based in part upon the final terms and conditions of the settlement agreements. The Company used significant judgment in measuring the amount of income tax benefit that qualified for recognition and may ultimately be deductible for U.S. federal and state purposes.

Auditing management's determination of the measurement of the opioid litigation liability and disclosures is highly subjective and requires significant judgment. For instance, auditing management's judgments related to the opioid litigation is challenging due to the significant judgment applied in determining the magnitude of the liability and whether a range of possible loss in excess of the amount accrued is reasonably estimable, based upon the proposed or final settlement agreements. In addition, auditing management's estimate of the amount of income tax benefit related to the Company's uncertain tax position that qualified for recognition is challenging because the assumptions and estimates require significant judgment as they are based upon settlement terms and documentation, including provisions related to deductibility, that have not been finalized.

*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 valuation, presentation and disclosure of the opioid litigation liability and related uncertain tax position. This included testing controls related to the Company's process for identification, recognition, measurement 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 inspected management's review of correspondence from external legal counsel, the proposed or final settlement agreements, statements made by the Company, and communications with the plaintiffs to determine the accuracy of the opioid litigation liability and the related financial statement footnote disclosures.

To test the Company's opioid litigation liability, our substantive audit procedures included, among others, testing the measurement of the opioid litigation contingencies by inspecting the proposed or final settlement agreements and agreeing key terms to management's reserve calculation and assumptions. We inspected responses to inquiry letters sent to both internal and external legal counsel, held discussions with internal legal counsel to confirm our understanding of the settlement discussions, and obtained written representations from executives of the Company. In addition, we also evaluated the adequacy of the Company's financial statement disclosures.

We involved our tax subject matter professionals in assessing the technical merits and measurement of the Company's tax position related to the opioid litigation liability. We examined the Company's analysis and evaluated the underlying facts upon which the tax position was based. We used our knowledge of historical settlement activity to evaluate the Company's measurement of the uncertain tax position associated with the opioid litigation. This included evaluating third-party evidence obtained from the Company's external income tax advisors. 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.

***Other Legal Matters and Contingencies***

*Description of  
the Matter*

As discussed in Note 14 of the consolidated financial statements, in addition to the opioid litigation addressed above, the Company is involved in government subpoenas, civil investigative demands, derivative actions, and other disputes. 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. The Company also performs an assessment of the materiality of legal contingencies where a loss is either reasonably possible or it is reasonably possible that an exposure to loss exists in excess of the amount accrued. If it is reasonably possible that such a loss or an additional loss may have been incurred and the effect on the consolidated financial statements is material, the Company discloses the nature of the loss contingency and an estimate of the possible loss or range of loss or a statement that such an estimate cannot be made within the notes to the consolidated financial statements.

Auditing management's determination of whether a loss for a legal contingency is probable and reasonably estimable, reasonably possible or remote, and the related measurement and disclosures, is highly subjective and requires significant judgment. For instance, auditing management's judgments was challenging due to the significant judgment applied in determining the likelihood of resolution of the matters through settlement or litigation.

*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, valuation, presentation and disclosure of legal contingencies. This included testing controls related to the Company's process for identification, recognition, measurement and disclosure of legal contingencies. For example, we tested controls over management's review of correspondence from external legal counsel, historical legal settlements executed by the Company and those executed by other defendants, actions and statements made by the Company, and communications with the plaintiffs to determine the completeness and accuracy of legal contingencies and the related financial statement footnote disclosures. We also tested controls over management's assessment of the likelihood of the resolution of the matters through settlement or litigation.

To test the Company's legal contingencies, our substantive audit procedures included, among others, testing the completeness of the legal 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 counsel to confirm our understanding of the allegations, 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 outstanding legal contingencies at the balance sheet date.

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, and for those legal contingencies for which the Company has determined that a loss is either probable or reasonably possible, but the Company is unable to estimate the range of loss, and is therefore required to be disclosed, we evaluated the method of measuring the amounts of the recorded and disclosed contingencies. 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, direct discussions with internal legal counsel, inspection of court rulings, and inspection of settlement agreements. We also obtained written representations from executives of the Company.

***Accounting for certain acquired intangible assets associated with acquisition of Alliance Healthcare***

*Description of  
the Matter*

As discussed in Note 2 to the consolidated financial statements, on June 1, 2021, the Company acquired the majority of Walgreens Boots Alliance, Inc.'s ("WBA") Alliance Healthcare businesses ("Alliance Healthcare"), for \$6,934 million in cash and other consideration, subject to certain purchase price adjustments (the "Transaction"). The Transaction was accounted for as a business combination. As part of the allocation of the purchase price, the Company estimated the fair value of finite-lived intangible assets to be \$3,735 million, comprised of trade names and customer relationships.

Auditing the Company's accounting for its acquisition of Alliance Healthcare was complex due to the estimation uncertainty in determining the fair value of certain customer relationship intangible assets. The estimation uncertainty was primarily due to the sensitivity of the respective assets' fair value to underlying assumptions about the future performance of Alliance Healthcare and other related valuation assumptions. The significant assumptions used to estimate the value of these assets included discount rates and certain assumptions that form the

basis of the forecasted results including customer attrition rate and EBITDA margin. These assumptions are forward looking and could be affected by future economic and market conditions.

*How We  
Addressed the  
Matter in Our  
Audit*

We tested the Company's controls over its accounting for acquisitions, including controls over management's review of the significant assumptions described above.

To test the estimated fair value of these intangible assets, we performed audit procedures that included, among others, evaluating the Company's use of the selected valuation model, testing the significant assumptions used in the model and testing the completeness and accuracy of the underlying data. For example, we compared certain assumptions to current market and economic trends, to historical results of the acquired business, to assumptions derived from the results of guideline companies within the industry, and to internal communications and analysis. Our valuation specialists assisted with the evaluation of the valuation model selected and the significant assumptions above, including the customer attrition rate and discount rate.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1985.

Philadelphia, Pennsylvania

November 23, 2021

**AMERISOURCEBERGEN CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**

(in thousands, except share and per share data)	September 30,	
	2021	2020
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 2,547,142	\$ 4,597,746
Accounts receivable, less allowances for returns and credit losses: 2021 — \$1,356,684; 2020 — \$1,417,308	18,167,175	13,846,301
Inventories	15,368,352	12,589,278
Right to recover assets	1,271,557	1,344,649
Income tax receivable	221,875	488,428
Prepaid expenses and other	853,600	189,300
Assets held for sale	372,908	—
Total current assets	38,802,609	33,055,702
Property and equipment, net	2,162,961	1,484,808
Goodwill	9,030,531	6,706,719
Other intangible assets	5,256,927	1,886,107
Deferred income taxes	290,791	361,640
Other assets	1,793,986	779,854
<b>TOTAL ASSETS</b>	<b>\$ 57,337,805</b>	<b>\$ 44,274,830</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>		
Current liabilities:		
Accounts payable	\$ 38,009,954	\$ 31,705,055
Accrued expenses and other	2,856,405	1,646,763
Short-term debt	300,213	501,259
Liabilities held for sale	192,069	—
Total current liabilities	41,358,641	33,853,077
Long-term debt	6,383,711	3,618,261
Accrued income taxes	281,070	284,845
Deferred income taxes	1,685,296	686,485
Other liabilities	1,082,723	472,855
Accrued litigation liability	5,961,953	6,198,943
Commitments and contingencies (Note 14)		
Stockholders' equity (deficit):		
Common stock, \$0.01 par value — authorized, issued, and outstanding: 2021 — 600,000,000 shares, 290,722,533 shares and 208,089,298 shares; 2020 — 600,000,000 shares, 287,790,479 shares and 204,226,465 shares	2,907	2,878
Additional paid-in capital	5,465,104	5,081,776
Retained earnings	1,670,513	518,335
Accumulated other comprehensive loss	(445,442)	(108,830)
Treasury stock, at cost: 2021 — 82,633,235 shares; 2020 — 83,564,014 shares	(6,469,728)	(6,513,083)
Total AmerisourceBergen Corporation stockholders' equity (deficit)	223,354	(1,018,924)
Noncontrolling interests	361,057	179,288
Total equity (deficit)	584,411	(839,636)
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)</b>	<b>\$ 57,337,805</b>	<b>\$ 44,274,830</b>

See notes to consolidated financial statements.



**AMERISOURCEBERGEN CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

(in thousands, except per share data)	Fiscal Year Ended September 30,		
	2021	2020	2019
Revenue	\$ 213,988,843	\$ 189,893,926	\$ 179,589,121
Cost of goods sold	207,045,615	184,702,042	174,450,809
Gross profit	6,943,228	5,191,884	5,138,312
Operating expenses:			
Distribution, selling, and administrative	3,594,251	2,767,217	2,663,508
Depreciation	326,824	280,187	294,965
Amortization	178,348	110,875	167,442
Employee severance, litigation, and other	471,911	6,807,307	330,474
Goodwill impairment	6,373	—	—
Impairment of assets	11,324	361,652	570,000
Operating income (loss)	2,354,197	(5,135,354)	1,111,923
Other income	(41,736)	(1,581)	(12,952)
Interest expense, net	174,074	137,883	157,769
Loss on early retirement of debt	—	22,175	—
Income (loss) before income taxes	2,221,859	(5,293,831)	967,106
Income tax expense (benefit)	677,251	(1,894,273)	112,971
Net income (loss)	1,544,608	(3,399,558)	854,135
Net (income) loss attributable to noncontrolling interests	(4,676)	(9,158)	1,230
Net income (loss) attributable to AmerisourceBergen Corporation	\$ 1,539,932	\$ (3,408,716)	\$ 855,365
Earnings per share:			
Basic	\$ 7.48	\$ (16.65)	\$ 4.07
Diluted	\$ 7.39	\$ (16.65)	\$ 4.04
Weighted average common shares outstanding:			
Basic	205,919	204,783	210,165
Diluted	208,465	204,783	211,840

See notes to consolidated financial statements.

**AMERISOURCEBERGEN CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Net income (loss)	\$ 1,544,608	\$ (3,399,558)	\$ 854,135
Other comprehensive loss:			
Foreign currency translation adjustments	(334,522)	(7,872)	(32,957)
Other, net	10	(1,074)	(271)
Total other comprehensive loss	(334,512)	(8,946)	(33,228)
Total comprehensive income (loss)	1,210,096	(3,408,504)	820,907
Comprehensive (income) loss attributable to noncontrolling interests	(6,776)	2,923	1,746
Comprehensive income (loss) income attributable to AmerisourceBergen Corporation	\$ 1,203,320	\$ (3,405,581)	\$ 822,653

See notes to consolidated financial statements.

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**AMERISOURCEBERGEN CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

(in thousands, except per share data)	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Non-controlling Interest	Total
September 30, 2018	\$ 2,836	\$ 4,715,473	\$ 3,720,582	\$ (79,253)	\$ (5,426,814)	\$ 117,137	\$ 3,049,961
Adoption of ASC 606 (Note 1)	—	—	(1,482)	—	—	(1,102)	(2,584)
Net income (loss)	—	—	855,365	—	—	(1,230)	854,135
Other comprehensive loss	—	—	—	(32,712)	—	(516)	(33,228)
Cash dividends, \$1.60 per share	—	—	(338,974)	—	—	—	(338,974)
Exercises of stock options	15	76,219	—	—	—	—	76,234
Share-based compensation expense	—	58,874	—	—	—	—	58,874
Purchases of common stock	—	—	—	—	(664,803)	—	(664,803)
Employee tax withholdings related to restricted share vesting	—	—	—	—	(5,987)	—	(5,987)
Other	2	(424)	—	—	—	—	(422)
September 30, 2019	2,853	4,850,142	4,235,491	(111,965)	(6,097,604)	114,289	2,993,206
Adoption of ASC 842, net of tax (Note 1)	—	—	35,138	—	—	—	35,138
Net (loss) income	—	—	(3,408,716)	—	—	9,158	(3,399,558)
Other comprehensive income (loss)	—	—	—	3,135	—	(12,081)	(8,946)
Cash dividends, \$1.66 per share	—	—	(343,578)	—	—	—	(343,578)
Exercises of stock options	21	159,512	—	—	—	—	159,533
Share-based compensation expense	—	74,411	—	—	—	—	74,411
Purchases of common stock	—	—	—	—	(405,692)	—	(405,692)
Profarma retail equity offering	—	(1,567)	—	—	—	67,922	66,355
Employee tax withholdings related to restricted share vesting	—	—	—	—	(9,787)	—	(9,787)
Other	4	(722)	—	—	—	—	(718)
September 30, 2020	2,878	5,081,776	518,335	(108,830)	(6,513,083)	179,288	(839,636)
Adoption of ASC 326, net of tax (Note 1)	—	—	(21,106)	—	—	(2,988)	(24,094)
Net income	—	—	1,539,932	—	—	4,676	1,544,608
Other comprehensive (loss) income	—	—	—	(336,612)	—	2,100	(334,512)
Cash dividends, \$1.76 per share	—	—	(366,648)	—	—	—	(366,648)
Exercises of stock options	23	198,727	—	—	—	—	198,750
Share-based compensation expense	—	99,594	—	—	—	—	99,594
Purchases of common stock	—	—	—	—	(82,150)	—	(82,150)
Employee tax withholdings related to restricted share vesting	—	—	—	—	(23,547)	—	(23,547)
Equity consideration issued for acquisition of Alliance Healthcare (Note 2)	—	86,089	—	—	149,052	—	235,141
Acquisition of Alliance Healthcare (Note 2)	—	—	—	—	—	178,264	178,264
Other	6	(1,082)	—	—	—	(283)	(1,359)
September 30, 2021	<u>\$ 2,907</u>	<u>\$ 5,465,104</u>	<u>\$ 1,670,513</u>	<u>\$ (445,442)</u>	<u>\$ (6,469,728)</u>	<u>\$ 361,057</u>	<u>\$ 584,411</u>

See notes to consolidated financial statements.

**AMERISOURCEBERGEN CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOW**

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
<b>OPERATING ACTIVITIES</b>			
Net income (loss)	\$ 1,544,608	\$ (3,399,558)	\$ 854,135
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation, including amounts charged to cost of goods sold	326,713	290,744	321,102
Amortization, including amounts charged to interest expense	188,073	117,269	176,410
Provision for credit losses	12,101	11,912	25,196
Provision (benefit) for deferred income taxes	334,866	(1,544,971)	28,537
Share-based compensation expense	99,594	74,411	58,874
LIFO (credit) expense	(203,028)	7,422	(22,544)
Impairment of assets	31,697	361,652	570,000
Gain on sale of equity investment	—	—	(13,692)
Gain on remeasurement of equity investment	(64,721)	—	—
Loss on early retirement of debt	—	22,175	—
Other, net	29,361	(3,044)	(23,193)
Changes in operating assets and liabilities, excluding the effects of acquisitions and divestitures:			
Accounts receivable	(930,078)	(1,628,991)	(1,241,890)
Inventories	(1,116,344)	(1,621,143)	(167,990)
Income tax receivable	266,552	(482,569)	(2,834)
Prepaid expenses and other assets	141,057	28,050	(3,899)
Accounts payable	2,049,167	3,300,832	1,561,048
Income taxes payable	(54,880)	(3,289)	(13,353)
Accrued expenses	372,078	524,021	239,688
Long-term accrued litigation liability	(236,990)	6,198,943	—
Other liabilities	(123,240)	(46,826)	(1,572)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>2,666,586</b>	<b>2,207,040</b>	<b>2,344,023</b>
<b>INVESTING ACTIVITIES</b>			
Capital expenditures	(438,217)	(369,677)	(310,222)
Cost of acquired companies, net of cash acquired	(5,563,040)	—	(63,951)
Cost of equity investments	(162,620)	(56,080)	—
Proceeds on sale of property and equipment	14,439	36,364	1,295
Other, net	7,861	9,522	(2,954)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b>(6,141,577)</b>	<b>(379,871)</b>	<b>(375,832)</b>
<b>FINANCING ACTIVITIES</b>			
Senior notes and other loan borrowings	3,166,980	599,480	506,948
Senior notes and other loan repayments	(835,313)	(598,452)	(510,863)
Borrowings under revolving and securitization credit facilities	4,968,815	116,946	640,126
Repayments under revolving and securitization credit facilities	(5,083,930)	(149,980)	(769,284)
Payment of premium on early retirement of debt	—	(21,448)	—
Purchases of common stock	(82,150)	(420,449)	(674,031)
Exercises of stock options	198,750	159,533	76,234
Cash dividends on common stock	(366,648)	(343,578)	(338,974)
Profarma retail equity offering	—	66,355	—
Tax withholdings related to restricted share vesting	(23,547)	(9,787)	(5,987)
Other, net	9,892	(2,237)	(10,682)
<b>NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES</b>	<b>1,952,849</b>	<b>(603,617)</b>	<b>(1,086,513)</b>
EFFECT OF EXCHANGE RATE CHANGES ON CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(3,725)	—	—
<b>(DECREASE) INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, INCLUDING CASH CLASSIFIED WITHIN ASSETS HELD FOR SALE</b>	<b>(1,525,867)</b>	<b>1,223,552</b>	<b>881,678</b>
LESS: INCREASE IN CASH CLASSIFIED WITHIN ASSETS HELD FOR SALE	(1,751)	—	—
<b>(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	<b>(1,527,618)</b>	<b>1,223,552</b>	<b>881,678</b>
Cash, cash equivalents, and restricted cash at beginning of year	4,597,746	3,374,194	2,492,516
<b>CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF YEAR</b>	<b>\$ 3,070,128</b>	<b>\$ 4,597,746</b>	<b>\$ 3,374,194</b>

See notes to consolidated financial statements.

**AMERISOURCEBERGEN CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**September 30, 2021**

**Note 1. Summary of Significant Accounting Policies**

AmerisourceBergen Corporation and its subsidiaries, including less-than-wholly-owned subsidiaries in which AmerisourceBergen Corporation 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***

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02" or Accounting Standards Codification ("ASC") 842). ASU 2016-02 aims to increase transparency and comparability across organizations by requiring lease assets and lease liabilities to be recognized on the balance sheet as well as key information to be disclosed regarding lease arrangements. ASU 2016-02 was effective for annual reporting periods beginning after December 15, 2018 and interim periods within those fiscal years.

The Company adopted ASC 842 as of October 1, 2019 and adopted it using the modified retrospective approach. The Company elected the transition package of practical expedients provided within the amended guidance, which eliminated the requirements to reassess lease identification, lease classification, and initial direct costs for leases that commenced before the effective date. The Company also elected to combine lease and non-lease components and to exclude short-term leases from its consolidated balance sheets. The Company did not elect the hindsight practical expedient in determining the lease term.

In connection with the adoption of ASC 842, the Company recognized operating lease liabilities of \$562.1 million, right-of-use ("ROU") assets of \$526.3 million, and a \$35.1 million, net of tax of \$9.6 million, cumulative adjustment to retained earnings. The Company's lease liabilities were based on the present value of the remaining minimum lease commitments using the Company's incremental borrowing rates as of October 1, 2019, and the Company's ROU assets were based upon the operating lease liabilities adjusted for prepaid and deferred rents. The cumulative adjustment to retained earnings was primarily the result of derecognizing assets of \$266.0 million in Property and Equipment, Net and \$324.8 million of financing obligations in Long-Term Financing Obligation and Accrued Expenses and Other, all of which was associated with leased assets where the Company was deemed the owner of the leased assets for accounting purposes. The Company finalized the impact that the amended lease guidance had on its systems, processes, and internal controls. The adoption of ASC 842 did not have a material impact on the Company's results of operations or cash flows.

For the Company's lease policy, refer to the "Leases" section of Note 1.

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" ("ASU 2016-13"). ASU 2016-13 requires financial assets measured at amortized cost to be presented at the net amount expected to be collected. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectibility of the reported amounts. An entity must use judgment in determining the relevant information and estimation methods that are appropriate in its circumstances. ASU 2016-13 was effective for annual reporting periods beginning after December 15, 2019, including interim periods within those fiscal years, and a modified retrospective approach was required, with a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance was effective.

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The Company adopted ASU 2016-13 as of October 1, 2020. In connection with the adoption of ASU 2016-13, the Company recognized a \$21.1 million, net of tax of \$6.1 million, cumulative adjustment to retained earnings.

For the Company's credit loss policy, refer to the "Concentrations of Credit Risk and Allowance for Credit Losses" section of Note 1.

**Recently Issued Accounting Pronouncements Not Yet Adopted**

In December 2019, the FASB issued ASU No. 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes" ("ASU 2019-12"). ASU 2019-12 removes certain exceptions to the general principles in ASC 740 in order to reduce the cost and complexity of its application. ASU 2019-12 is effective for annual reporting periods beginning after December 15, 2020, including interim periods within those fiscal years, with certain amendments applied on a modified retrospective basis, with a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption, and others prospectively. The Company is currently evaluating the impact of adopting this new accounting guidance.

As of September 30, 2021, there were no other recently issued accounting standards that may have a material impact on the Company's financial position, results of operations, or cash flows upon their adoption.

**Business Combinations**

The assets acquired and liabilities assumed from the acquired business are recorded at fair value, with the residual of the purchase price recorded as goodwill. The results of operations of the acquired businesses are included in the Company's operating results from the dates 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's Alliance Healthcare (see Note 2) business 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. Separately, the Company paid into escrow \$288.4 million related to a proposed opioid-related legal settlement (see Note 14), which is included in restricted cash as of September 30, 2021.

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:

<b>(amounts in thousands)</b>	<b>September 30, 2021</b>	<b>September 30, 2020</b>
Cash and cash equivalents	\$ 2,547,142	\$ 4,597,746
Restricted cash (included in Prepaid Expenses and Other)	462,986	—
Restricted cash (included in Other Assets)	60,000	—
<b>Cash, cash equivalents, and restricted cash</b>	<b>\$ 3,070,128</b>	<b>\$ 4,597,746</b>

**Concentrations of Credit Risk and Allowance for Credit Losses**

The Company sells its inventories to a large 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 the fiscal year ended September 30, 2021, Walgreens Boots Alliance, Inc. ("WBA"), accounted for approximately 31% of revenue and represented approximately 38% of accounts receivable, net of incentives, as of September 30, 2021. Express Scripts, Inc., the Company's second largest customer in the fiscal year ended September 30, 2021, accounted for approximately 12% of revenue and represented approximately 6% of accounts receivable as of September 30, 2021. 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. Each of the Company's business units 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 the fiscal years ended September 30, 2021, 2020, and 2019, 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 14.

*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 15).

### ***Derivative Financial Instruments***

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.

### ***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, 2021, the Company's reporting units include Pharmaceutical Distribution Services, Profarma Distribuidora de Produtos Farmacêuticos S.A. ("Profarma"), AmerisourceBergen Consulting Services ("ABCS"), World Courier, MWI Animal Health ("MWI"), and Alliance Healthcare.

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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 a qualitative impairment assessment of goodwill and indefinite-lived intangible assets in the fourth quarter of fiscal 2021, with the exception of its testing of goodwill in the ABCS and Profarma reporting units. The Company elected to perform a qualitative impairment assessment of goodwill and indefinite-lived intangible assets in the fourth quarter of fiscal 2020, with the exception of its testing of goodwill and indefinite-lived intangibles in the MWI and Profarma reporting units. The Company elected to perform a qualitative impairment assessment of goodwill and indefinite-lived intangible assets in the fourth quarter of fiscal 2019, with the exception of its testing of goodwill in the Profarma reporting unit.

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.

When performing a quantitative impairment assessment, the Company utilizes an income-based approach to value its reporting units, with the exception of the Profarma reporting unit, the fair value of which is based upon its publicly-traded stock price, plus an estimated control premium. The income-based 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 a number of assumptions and estimates concerning future levels of revenue growth, operating margins, depreciation, amortization, 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 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 test 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. The Company believes the relief from royalty method 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 tests relating to goodwill and indefinite-lived intangible assets in the fourth quarter of the fiscal years ended September 30, 2021, 2020, and 2019. The Company recorded a goodwill impairment of \$6.4 million in its Profarma reporting unit in connection with its fiscal 2021 annual impairment test (see Note 6). No indefinite-lived intangible asset impairments were recorded in the fiscal years ended September 30, 2021, 2020, and 2019 and no goodwill impairments were recorded in the fiscal years ended September 30, 2020 and 2019.

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.

After U.S. Food and Drug Administration ("FDA") inspections of PharMEDium Healthcare Holdings, Inc.'s ("PharMEDium") compounding facilities, the Company voluntarily suspended production activities in December 2017 at its largest compounding facility located in Memphis, Tennessee pending execution of certain remedial measures.

As a result of the suspension of production activities at PharMEDium's compounding facility located in Memphis, Tennessee and the regulatory matters, the Company performed a recoverability assessment of PharMEDium's long-lived assets and recorded a \$570.0 million impairment loss in the quarter ended March 31, 2019 for the amount that the carrying value of the PharMEDium asset group exceeded its fair value. Prior to the impairment, the carrying value of the asset group was \$792 million. The fair value of the asset group was \$222 million as of March 31, 2019.

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As a result of the continued suspension of the production activities at PharMEDium's compounding facility located in Memphis, Tennessee, certain regulatory matters, ongoing operational challenges, and lower-than-expected operating results, the Company updated its recoverability assessment of PharMEDium's long-lived assets as of December 31, 2019. The recoverability assessment was based upon comparing PharMEDium's forecasted undiscounted cash flows to the carrying value of its asset group. Using forecasted undiscounted cash flows that were based on the weighted average of multiple strategic alternatives, the Company concluded that the carrying value of the PharMEDium long-lived asset group was not recoverable as of December 31, 2019 and recorded an impairment loss of \$138.0 million in the three months ended December 31, 2019. The Company allocated \$123.2 million of the impairment to finite-lived intangibles, \$11.6 million of the impairment to property and equipment, and \$3.2 million to ROU assets.

In January 2020, the Company decided to permanently exit the PharMEDium compounding business, and, as a result, the Company ceased all commercial and administrative operations related to this business in fiscal 2020. The decision to permanently exit the PharMEDium business was due to a number of factors including, but not limited to, ongoing operational, regulatory, and commercial challenges, such as PharMEDium's decision in January 2020 to suspend production at the compounding facility in New Jersey pending facility upgrades related to the air handling and filtration systems. In connection with the decision to exit the PharMEDium business, the Company recorded an impairment of PharMEDium's assets of \$223.7 million in the three months ended March 31, 2020, which included impairments of the remaining finite-lived intangible assets and the majority of the remaining tangible assets.

### ***Held for Sale***

Assets and liabilities to be disposed of by sale ("disposal groups") are reclassified into assets and liabilities held for sale on the Company's Consolidated Balance Sheet. The reclassification occurs when an agreement to sell exists, or management has committed to a plan to sell the assets within one year. Disposal groups are measured at the lower of carrying value or fair value less costs to sell and are not depreciated or amortized. When the net realizable value of a disposal group increases during a period, a gain can be recognized to the extent that it does not increase the value of the disposal group beyond its original carrying value when the disposal group was reclassified as held for sale. The fair value of a disposal group, less any costs to sell, is assessed each reporting period it remains classified as held for sale and any remeasurement to the lower of carrying value or fair value less costs to sell is reported as an adjustment to the carrying value of the disposal group.

### ***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 66% and 70% of the Company's inventories as of September 30, 2021 and 2020, 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 \$1,316.2 million and \$1,519.2 million higher than the amounts reported as of September 30, 2021 and 2020, respectively. The Company recorded LIFO credits of \$203.0 million and \$22.5 million in the fiscal years ended September 30, 2021 and 2019, respectively, and LIFO expense of \$7.4 million in the fiscal year ended September 30, 2020. 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.

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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 presents 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 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 or 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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### ***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 16 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.

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, 2021 and 2020, the Company's accrual for estimated customer sales returns was \$1,271.6 million and \$1,344.7 million, respectively.

### ***Share-Based Compensation***

The Company accounts for the compensation cost of all share-based payments at fair value. The Company estimates the fair value of option grants using a binomial option pricing model. 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 and in cash flows from operations in the Consolidated Statements of Cash Flows.

### ***Shipping and Handling Costs***

Shipping and handling costs include all costs to warehouse, pick, pack, and deliver inventory to customers. These costs, which were \$809.3 million, \$665.3 million, and \$619.7 million for the fiscal years ended September 30, 2021, 2020, and 2019, respectively, are included in Distribution, Selling, and Administrative in the Company's Consolidated Statements of Operations.

### ***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.

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**Note 2. Acquisition and Assets and Liabilities Held for Sale**

***Acquisition***

On June 1, 2021, the Company acquired a majority of Walgreens Boots Alliance, Inc.'s ("WBA") Alliance Healthcare businesses ("Alliance Healthcare") for \$6,602.0 million in cash, subject to certain purchase price adjustments, \$229.1 million of the Company's common stock (2 million shares at the Company's June 1, 2021 opening stock price of \$114.54 per share), \$96.9 million of estimated accrued consideration, and \$6.1 million of other equity consideration. The net cash payment was \$5,536.7 million, as the Company acquired \$922.0 million of cash and cash equivalents and \$143.3 million of restricted cash. The shares issued were from the Company's treasury stock on a first-in, first-out basis and were originally purchased for \$149.1 million. The Company funded the cash purchase price through a combination of cash on hand and new debt financing (see Note 7). The acquisition expands the Company's reach and solutions in pharmaceutical distribution and adds to the Company's depth and breadth of global manufacturer services.

The purchase price has been allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of the acquisition in the table that follows. The allocation as of September 30, 2021 is pending the finalization of the third-party appraisals of intangible assets and the corresponding deferred taxes, as well as the finalization of working capital and related account balances. There were no measurement period adjustments recorded to the previously-reported opening balance sheet that would have had a material impact on the Company's previously-reported results of operations had those adjustments been recorded in the previous reporting period. There can be no assurance that the estimated amounts recorded will represent the final purchase price allocation.

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(in thousands)

<b>Consideration</b>	
Cash	\$ 6,602,020
Equity (2 million shares of AmerisourceBergen Corporation common stock)	229,080
Estimated accrued consideration	96,851
Other equity consideration	6,061
Fair value of total consideration	<u>\$ 6,934,012</u>
<b>Recognized amounts of identifiable assets acquired and liabilities assumed</b>	
Cash and cash equivalents	\$ 921,995
Accounts receivable	3,703,895
Inventories	1,649,855
Prepaid expenses and other	381,926
Property and equipment	634,220
Goodwill	2,469,152
Other intangible assets	3,735,000
Other assets	550,855
Total assets acquired	<u>14,046,898</u>
Accounts payable	(4,618,807)
Accrued expenses and other	(765,463)
Short-term debt	(353,420)
Deferred income taxes	(791,600)
Other liabilities	(405,332)
Total liabilities assumed	<u>(6,934,622)</u>
Net assets acquired	<u>7,112,276</u>
Noncontrolling interest	(178,264)
Equity consideration	(235,141)
Estimated accrued consideration	(96,851)
Cash acquired, including restricted cash of \$143,308 included in Prepaid Expenses and Other	<u>(1,065,303)</u>
Net cash paid	<u>\$ 5,536,717</u>

The estimated fair value of the intangible assets acquired of \$3.7 billion and the estimated useful lives are as follows:

(in thousands, except useful lives)	Fair Value	Weighted-Average Useful Life
Customer relationships	\$ 3,327,000	18
Trade names	408,000	11
Total	<u>\$ 3,735,000</u>	

Goodwill resulting from this acquisition is not expected to be deductible for income tax purposes.

The fair value of the \$178.3 million noncontrolling interest in Alliance Healthcare Egypt, a 50%-owned subsidiary, was estimated by applying income and market-based approaches. This fair value measurement is based on inputs that are not observable in the market and; therefore, represents a fair value measurement categorized within Level 3 of the fair value hierarchy.

The Company incurred \$90.9 million of acquisition-related costs in connection with this acquisition. These costs are included in Employee Severance, Litigation, and Other in the Company's Statements of Operations for the twelve months ended September 30, 2021.

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The Company's consolidated results of operations since the acquisition date include Alliance Healthcare revenue of \$7.4 billion and pretax earnings of \$69.5 million. Alliance Healthcare's results of operations are included in Other within the Company's business segment information (see Note 16).

On August 13, 2021, the Company filed in a Current Report on Form 8-K/A unaudited condensed combined pro forma financial statements combining the historical consolidated financial statements of the Company and Alliance Healthcare, as adjusted to give effect to the acquisition of Alliance Healthcare.

See Part I. Other Information-Item 1A. Risk Factors beginning on page 11 of this Annual Report on Form 10-K for additional risk factors related to our strategic transactions with WBA.

***Assets and Liabilities Held for Sale***

The Company recently entered into agreements to sell two of its non-core subsidiaries. In connection with entering into these agreements, the Company concluded that both disposal groups met the held for sale criteria and classified their assets and liabilities as held for sale as of September 30, 2021. One disposal group is included within the Pharmaceutical Distribution Services reportable segment and the other disposal group is included within Other.

The Company expects to complete the sales of the disposal groups within twelve months of September 30, 2021. In connection with the held for sale classification, the Company recorded an \$11.3 million loss on the remeasurement of the disposal group held for sale in the Pharmaceutical Distribution Services segment to fair value less cost to sell in Impairment of Assets on its Consolidated Statement of Operations for the fiscal year ended September 30, 2021.

Total assets and liabilities of the combined disposal groups held for sale on the September 30, 2021 Consolidated Balance Sheet are comprised of the following:

<b>(in thousands)</b>	
Cash and cash equivalents	\$ 1,751
Accounts receivable, less allowance for credit losses	182,077
Inventories	123,424
Prepaid expenses and other	11,258
Property and equipment	3,084
Goodwill	31,903
Other intangible assets	22,923
Other assets	7,812
Loss on the remeasurement of a disposal group held for sale to fair value less cost to sell	(11,324)
Total assets held for sale	\$ 372,908
Accounts payable	\$ 173,104
Accrued expenses and other	7,234
Short-term debt	4,225
Long-term debt	50
Deferred income taxes	5,857
Other liabilities	1,599
Total liabilities held for sale	\$ 192,069

**Note 3. Variable Interest Entity**

The Company has substantial governance rights over Profarma, which 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:

<u>(in thousands)</u>	<u>September 30, 2021</u>	<u>September 30, 2020</u>
Cash and cash equivalents	\$ 33,699	\$ 96,983
Accounts receivables, net	148,485	120,486
Inventories	168,229	144,059
Prepaid expenses and other	62,545	52,885
Property and equipment, net	31,920	23,584
Goodwill	75,936	82,309
Other intangible assets	70,840	73,543
Other long-term assets	74,177	53,513
Total assets	<u>\$ 665,831</u>	<u>\$ 647,362</u>
Accounts payable	\$ 162,768	\$ 141,147
Accrued expenses and other	38,477	34,415
Short-term debt	64,215	98,399
Long-term debt	52,613	44,144
Deferred income taxes	37,041	38,854
Other long-term liabilities	57,945	43,413
Total liabilities	<u>\$ 413,059</u>	<u>\$ 400,372</u>

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.

***Profarma Retail Equity Offering***

In August 2020, Profarma received \$66.4 million through an equity offering of its retail business. The equity offering decreased Profarma's voting ownership interest in the retail business from 100% to 53.5%. Profarma continues to consolidate the operating results of the retail business in its consolidated financial statements.

**Note 4. Property and Equipment**

The following table summarizes the Company's property and equipment balances for the periods indicated:

<u>(in thousands)</u>	<u>September 30, 2021</u>	<u>September 30, 2020</u>
Property and equipment, at cost:		
Land	\$ 129,944	\$ 39,572
Buildings and improvements	838,615	586,551
Machinery, equipment, and other	3,113,132	2,618,354
Total property and equipment	<u>4,081,691</u>	<u>3,244,477</u>
Less accumulated depreciation	(1,918,730)	(1,759,669)
Property and equipment, net	<u>\$ 2,162,961</u>	<u>\$ 1,484,808</u>

**Note 5. Income Taxes**

The following table summarizes the Company's income (loss) before income taxes for the periods indicated:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Domestic	\$ 1,495,899	\$ (5,961,269)	\$ 336,150
Foreign	725,960	667,438	630,956
Total	\$ 2,221,859	\$ (5,293,831)	\$ 967,106

The components of the Company's consolidated income tax expense (benefit) are summarized in the following table for the periods indicated:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Current provision (benefit):			
Federal	\$ 184,375	\$ (473,751)	\$ (12,801)
State and local	30,659	30,236	15,246
Foreign	127,351	94,213	81,989
Total current provision (benefit)	342,385	(349,302)	84,434
Deferred provision (benefit):			
Federal	111,428	(914,613)	61,819
State and local	47,516	(264,409)	(31,086)
Foreign	175,922	(365,949)	(2,196)
Total deferred provision (benefit)	334,866	(1,544,971)	28,537
Provision (benefit) for income taxes	\$ 677,251	\$ (1,894,273)	\$ 112,971

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,		
	2021	2020	2019
Statutory U.S. federal income tax rate	21.0%	21.0%	21.0%
State and local income tax rate, net of federal tax benefit	2.8	(0.5)	2.4
Foreign tax rate differential	(0.5)	1.0	(6.7)
Litigation settlements and accruals (see Note 14)	0.8	(6.2)	0.1
Tax law changes <sup>1</sup>	7.3	6.8	(3.6)
PharMEDium worthless stock deduction	(1.1)	12.4	—
CARES Act	—	1.2	—
Other, net	0.2	0.1	(1.5)
Effective income tax rate	30.5%	35.8%	11.7%

<sup>1</sup> Tax law changes include 5.7% related to UK Tax Reform and 1.6% related to Swiss Tax Reform in fiscal 2021, 6.8% in fiscal 2020 related to Swiss Tax Reform, and (3.6)% in fiscal 2019 related to U.S. Tax reform.

**United Kingdom Tax Reform**

The United Kingdom ("UK") government delivered a Spring Budget in March 2021 that set out a plan to provide continuing support for jobs and businesses as the UK recovers from the COVID-19 pandemic. The UK government Finance Act 2021 includes a provision to increase the corporate tax rate from 19% to 25% beginning on April 1, 2023. As a result, the Company recognized a deferred tax expense of \$127.6 million to increase its deferred tax liabilities for the change in the tax rate in the fiscal year ended September 30, 2021.



### ***The Coronavirus Aid, Relief, and Economic Security Act***

The Coronavirus Aid, Relief, and Economic Security ("CARES") Act became law on March 27, 2020. The CARES Act was a response to the market volatility and instability resulting from the coronavirus pandemic and included provisions to support businesses in the form of loans, grants, and tax changes, among other types of relief that were not previously available under the U.S. Tax Cuts and Jobs Act of 2017 (the "2017 Tax Act"). The CARES Act provided the Company relief through adjustments to net operating loss rules and the acceleration of available refunds for alternative minimum tax credit carryforwards.

### ***PharMEDium***

As discussed in Note 1, the Company decided in January 2020 to shut down and permanently exit the PharMEDium compounding business. Following the decision to exit PharMEDium and in connection with the permanent shutdown of this business, PharMEDium underwent a voluntary change in tax status, which resulted in the Company recognizing a worthless stock ordinary income tax deduction of approximately \$2.4 billion and, in turn, yielded a tax benefit of approximately \$655 million. The estimated tax benefit was higher than it would have been prior to the enactment of the CARES Act as the net operating losses resulting from the worthless stock deduction could now be carried back to years with higher statutory tax rates.

In addition to the PharMEDium worthless stock deduction, the Company recognized other discrete tax benefits primarily resulting from the CARES Act. In the aggregate, the Company recognized discrete tax benefits of \$720.6 million in the fiscal year ended September 30, 2020.

The Company's September 30, 2021 Consolidated Balance Sheet includes a current income tax receivable balance of \$221.9 million primarily resulting from the recognition of the above discrete tax benefits.

### ***Swiss Tax Reform***

In August 2020, the Canton of Bern enacted tax reforms to comply with requirements imposed by earlier Swiss federal tax reforms, which were retroactively effective as of January 1, 2020. A key provision of the Swiss federal tax reforms was the elimination of cantonal preferential tax regimes, which had the effect of increasing overall tax rates on Swiss income. To phase in the tax rate increase, the canton of Bern granted a tax ruling to the Company that effectively reduces the Company's Swiss tax rate for a period of 10 years.

As a result of the aforementioned Swiss tax law change and ruling, the Company recorded a deferred tax asset in the fiscal year ended September 30, 2020 that is expected to be realized over the following 10 years. As of September 30, 2021, the deferred tax asset of \$488.2 million was reduced by a \$204.6 million valuation allowance for the amount that more likely than not will not be realized.

In November 2020, the Canton of Bern approved its Budget 2021, which called for lowering its corporate income tax rate applicable to the Company's Swiss operations effective October 1, 2020. As a result, the Company recognized a deferred tax expense to reduce its Swiss deferred tax asset for the change in tax rate.

### ***Opioid Legal Accrual***

In the fiscal year ended September 30, 2020, the Company recorded a \$6.6 billion legal accrual in connection with a proposed global opioid settlement, as well as other opioid-related litigation. In the fiscal year ended September 30, 2021, the Company recorded an additional \$147.7 million accrual in connection with the negotiation of the proposed settlement agreement and related obligations and other opioid-related litigation (see Note 14). The Company's September 30, 2021 Consolidated Balance Sheet includes a net deferred tax asset of \$1.1 billion in connection with the total expense accrued.

### ***U.S. Tax Reform: Tax Cuts and Jobs Act***

On December 22, 2017, the 2017 Tax Act was signed into law. The 2017 Tax Act included a broad range of tax reform provisions affecting businesses, including lower corporate tax rates, changes in business deductions, and new international tax provisions. The impact of the 2017 Tax Act was primarily included in the Company's fiscal 2018 Consolidated Statement of Operations. The Company completed the accounting for the effects of the 2017 Tax Act in the fiscal quarter ended December 31, 2018 and recognized an income tax benefit of \$37.0 million related to a decrease in its foreign earnings and profits through December 31, 2017 (the "transition tax"). The Company expects to pay \$175.6 million related to the transition tax, which is net of overpayments and tax credits, over a six-year period that commenced in January 2021.

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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,	
	2021	2020
Inventories	\$ 1,388,913	\$ 1,309,815
Property and equipment	167,974	94,521
Goodwill and other intangible assets	1,409,296	613,123
Right-of-use assets	249,920	113,220
Other	57,450	1,888
Gross deferred tax liabilities	3,273,553	2,132,567
Net operating loss and tax credit carryforwards	(389,724)	(263,171)
Allowance for credit losses	(27,569)	(20,051)
Accrued expenses	(13,411)	(21,284)
Accrued litigation liability	(1,082,845)	(1,078,555)
Employee and retiree benefits	(26,196)	(13,891)
Goodwill and other intangible assets	(488,235)	(582,406)
Lease liabilities	(263,278)	(121,182)
Share-based compensation	(37,466)	(38,914)
Other	(88,855)	(79,916)
Gross deferred tax assets	(2,417,579)	(2,219,370)
Valuation allowance for deferred tax assets	538,531	411,648
Deferred tax assets, net of valuation allowance	(1,879,048)	(1,807,722)
Net deferred tax liabilities	\$ 1,394,505	\$ 324,845

As of September 30, 2021, the Company had \$5.0 million of potential tax benefits from federal net operating loss carryforwards, which expire in 1 to 16 years, \$184.0 million of potential tax benefits from state net operating loss carryforwards and \$217.0 million of potential tax benefits from foreign net operating loss carryforwards, which have varying expiration dates. The Company had \$4.9 million of tax credit carryforwards and \$2.1 million in 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 the fiscal year ended September 30, 2021 and 2020, the Company increased the valuation allowance on deferred tax assets by \$126.9 million and \$212.0 million, respectively. The increase in the valuation allowance in the fiscal year ended September 30, 2021 was primarily due to the valuation allowance established in connection with purchase accounting associated with Alliance Healthcare acquisition. The increase in the valuation allowance in the fiscal year ended September 30, 2020 was primarily due to the valuation allowance established in connection with the deferred tax asset established in connection with Swiss Tax Reform (see above).

In the fiscal years ended September 30, 2021, 2020, and 2019 tax benefits of \$8.2 million, \$3.9 million and \$7.9 million, respectively, related to the exercise of employee stock options and lapses of restricted stock units were recorded in Income Tax Expense (Benefit) in the Company's Consolidated Statements of Operations. The tax benefits recognized in the fiscal years ended September 30, 2021, 2020, and 2019 are not necessarily indicative of amounts that may arise in future periods.

Income tax payments, net of refunds, were \$93.5 million, \$139.4 million, and \$117.7 million in the fiscal years ended September 30, 2021, 2020, and 2019, respectively.

Cumulative undistributed earnings of international subsidiaries were \$3.2 billion as of September 30, 2021, \$2.0 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 a U.S. federal income tax audit for fiscal years 2019 and 2018 and certain state and local income tax audits for various years. With few exceptions, the Company is no longer subject to U.S. federal, state

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and local, or foreign income tax examinations by tax authorities for years before 2018. The Company believes it has adequate tax reserves to cover potential federal, state or foreign tax exposures.

As of September 30, 2021 and 2020, 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 \$522.8 million and \$498.3 million, respectively (\$467.9 million and \$455.5 million, net of federal tax benefit, respectively). If recognized in the fiscal years ended September 30, 2021 and 2020, \$449.7 million and \$437.2 million, respectively, of these benefits would have reduced income tax expense and the effective tax rate. As of September 30, 2021 and 2020, included in the unrecognized tax benefits are \$22.4 million and \$19.9 million of interest and penalties, respectively, which the Company records in Income Tax Expense (Benefit) 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,		
	2021	2020	2019
Unrecognized tax benefits at beginning of period	\$ 478,351	\$ 105,657	\$ 98,124
Additions of tax positions of the current year	20,515	385,797	18,819
Additions to tax positions of the prior years	17,022	5,599	751
Reductions of tax positions of the prior years	—	(6,480)	(10,317)
Settlements with taxing authorities	—	—	—
Expiration of statutes of limitations	(15,489)	(12,222)	(1,720)
Unrecognized tax benefits at end of period	\$ 500,399	\$ 478,351	\$ 105,657

Included in the additions of unrecognized tax benefits in the fiscal year ended September 30, 2020 is \$371.5 million for an unrecognized tax benefit related to the \$6.6 billion legal accrual for litigation related to the proposed global opioid settlement, as well as other opioid-related litigation, as disclosed in Note 14. As of September 30, 2021, a settlement has not been reached, and, therefore, the Company applied significant judgment in estimating the ultimate amount of the opioid litigation settlement that would be deductible for U.S. federal and state purposes. In estimating the amount that would ultimately be deductible, the Company considered prior U.S. tax case law, the amount and character of the damages sought in the opioid litigation, the inherent uncertainty related to litigation of this nature and magnitude, and other relevant factors. While the Company believes that its estimate of the uncertain tax benefit appropriately reflects these considerations, it is reasonably possible that the unrecognized tax benefit recorded as of September 30, 2021 may be revised in future periods as the settlement with the various plaintiffs is finalized. 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 \$12.4 million.

**Note 6. Goodwill and Other Intangible Assets**

The following is a summary of the changes in the carrying value of goodwill, by reportable segment, for the fiscal years ended September 30, 2021 and 2020:

(in thousands)	Pharmaceutical		Total
	Distribution Services	Other	
Goodwill as of September 30, 2019	\$ 4,852,775	\$ 1,852,732	\$ 6,705,507
Foreign currency translation	—	1,212	1,212
Goodwill as of September 30, 2020	4,852,775	1,853,944	6,706,719
Goodwill recognized in connection with acquisitions (Note 2)	—	2,488,228	2,488,228
Goodwill impairment	(6,373)	—	(6,373)
Goodwill reclassified to assets held for sale (Note 2)	(27,223)	(4,680)	(31,903)
Foreign currency translation	—	(126,140)	(126,140)
Goodwill as of September 30, 2021	\$ 4,819,179	\$ 4,211,352	\$ 9,030,531

In connection with the Company's annual goodwill impairment test as of July 1, 2021, the Company recorded a goodwill impairment of \$6.4 million in its Profarma reporting unit. The fair value of the reporting unit was determined based upon Profarma's publicly-traded stock price, plus an estimated control premium. This represents a level 2 nonrecurring fair value measurement.

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The following is a summary of other intangible assets:

(dollars in thousands)	September 30, 2021			September 30, 2020			
	Weighted Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Indefinite-lived trade names		\$ 668,119	\$ —	\$ 668,119	\$ 685,312	\$ —	\$ 685,312
Finite-lived:							
Customer relationships	16 years	4,838,549	(718,750)	4,119,799	1,671,888	(565,372)	1,106,516
Trade names and other	12 years	609,050	(140,041)	469,009	210,394	(116,115)	94,279
Total other intangible assets		\$ 6,115,718	\$ (858,791)	\$ 5,256,927	\$ 2,567,594	\$ (681,487)	\$ 1,886,107

Amortization expense for finite-lived intangible assets was \$178.3 million, \$110.9 million, and \$167.4 million in the fiscal years ended September 30, 2021, 2020, and 2019, respectively. Amortization expense for finite-lived intangible assets is estimated to be \$317.2 million in fiscal 2022, \$315.6 million in fiscal 2023, \$314.3 million in fiscal 2024, \$313.6 million in fiscal 2025, \$309.9 million in 2026, and \$3,018.2 million thereafter.

**Note 7. Debt**

Debt consisted of the following:

(in thousands)	September 30,	
	2021	2020
Revolving credit note	\$ —	\$ —
Term loan due October 2020	—	399,982
Receivables securitization facility due 2022	350,000	350,000
364-day revolving credit facility	—	—
Term loan due June 2023	249,640	—
Overdraft facility due 2024 (£10,000)	—	—
Multi-currency revolving credit facility due 2024	—	—
\$1,525,000, 0.737% senior notes due 2023	1,518,223	—
\$500,000, 3.400% senior notes due 2024	498,714	498,232
\$500,000, 3.250% senior notes due 2025	497,669	496,990
\$750,000, 3.450% senior notes due 2027	744,781	743,940
\$500,000, 2.800% senior notes due 2030	494,738	494,045
\$1,000,000, 2.700% senior notes due 2031	989,366	—
\$500,000, 4.250% senior notes due 2045	494,946	494,730
\$500,000, 4.300% senior notes due 2047	493,021	492,755
Alliance Healthcare debt	235,998	—
Nonrecourse debt	116,828	148,846
Total debt	6,683,924	4,119,520
Less AmerisourceBergen Corporation current portion	—	399,982
Less Alliance Healthcare current portion	235,998	—
Less nonrecourse current portion	64,215	101,277
Total, net of current portion	\$ 6,383,711	\$ 3,618,261

**Multi-Currency Revolving Credit Facility**

The Company has a \$1.4 billion multi-currency senior unsecured revolving credit facility ("Multi-Currency Revolving Credit Facility") with a syndicate of lenders, which was scheduled to expire in September 2024. In November 2021, the Company increased the capacity of the Multi-Currency Revolving Credit Facility by \$1.0 billion to \$2.4 billion and extended the expiration to November 2026. Interest on borrowings under the Multi-Currency Revolving Credit Facility accrues at specified rates based upon the Company's debt rating and ranges from 70 basis points to 112.5 basis points over CDOR/LIBOR/EURIBOR/Bankers Acceptance Stamping Fee, as applicable (101.5 basis points over CDOR/LIBOR/EURIBOR/Bankers Acceptance Stamping Fee as of September 30, 2021) and from 0 basis points to 12.5 basis points over the alternate base rate and Canadian prime rate, as applicable. The Company pays facility fees to maintain the availability under the Multi-Currency Revolving Credit Facility at specified rates based on its debt rating, ranging from 5 basis points to 12.5 basis points, annually, of the total commitment (11 basis points as of September 30, 2021). 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, 2021.

#### ***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 \$1.4 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, 2021 and 2020.

#### ***Receivables Securitization Facility***

The Company has a \$1,450 million receivables securitization facility ("Receivables Securitization Facility"), which is scheduled to expire in September 2022. In November 2021, the Company amended the Receivables Securitization Facility to extend the maturity to November 2024. 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 LIBOR, plus a program fee. The Company pays a customary unused fee at prevailing market rates, annually, to maintain the availability under the Receivables Securitization Facility.

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 facility is a financing vehicle utilized by the Company 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, 2021.

#### ***364-Day Revolving Credit Facility***

In February 2021, the Company entered into an agreement pursuant to which it obtained a \$1.0 billion senior unsecured revolving credit facility ("364-Day Revolving Credit Facility") with a syndicate of lenders, which was scheduled to expire 364 days after June 1, 2021, the closing of the acquisition of the Alliance Healthcare. In November 2021, the Company terminated the 364-Day Revolving Credit Facility.

#### ***Revolving Credit Note and Overdraft Facility***

The Company has an uncommitted, unsecured line of credit available to it pursuant to a revolving credit note ("Revolving Credit Note"). The Revolving Credit Note 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 \$75 million. The Revolving Credit Note may be decreased or terminated by the bank or the Company at any time without prior notice. The Company also has an uncommitted U.K. overdraft facility ("Overdraft Facility") to fund short-term normal trading cycle fluctuations related to its MWI business. In February 2021, the Company extended the Overdraft Facility to February 2024 and reduced the borrowing capacity from £30 million to £10 million.

#### ***Term Loans***

The Company's \$400 million October 2018 Term Loan matured and was repaid in October 2020.

In February 2021, the Company entered into a \$1.0 billion variable-rate term loan ("February 2021 Term Loan"), which was available to be drawn on the closing date of the acquisition of Alliance Healthcare. In April 2021, the Company reduced its commitment under the February 2021 Term Loan to \$500 million. In June 2021, the Company borrowed \$500 million under the February 2021 Term Loan to finance a portion of the June 2021 Alliance Healthcare acquisition. The February 2021 Term Loan matures in June 2023. In September 2021, the Company elected to make a principal payment, prior to the scheduled repayment, of \$250 million on the February 2021 Term Loan. The February 2021 Term Loan bears interest at

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a rate equal either to a base rate plus a margin, or LIBOR, plus a margin. The margin is based on the public debt ratings of the Company and ranges from 87.5 basis points to 137.5 basis points (112.5 basis points as of September 30, 2021) over LIBOR and 0 basis points to 37.5 basis points (12.5 basis points as of September 30, 2021) over a base rate. The February 2021 Term Loan contains similar covenants to the Multi-Currency Revolving Credit Facility, with which the Company was compliant as of September 30, 2021.

### **Senior Notes**

In March 2021, the Company issued \$1,525 million of 0.737% senior notes due March 15, 2023 (the "2023 Notes"). The 2023 Notes were sold at 100.00% of the principal amount. Interest on the 2023 Notes is payable semi-annually in arrears, commencing on September 15, 2021. In March 2021, the Company issued \$1,000 million of 2.700% senior notes due March 15, 2031 (the "2031 Notes"). The 2031 Notes were sold at 99.79% of the principal amount and have an effective yield of 2.706%. Interest on the 2031 Notes is payable semi-annually in arrears, commencing on September 15, 2021. The 2023 Notes and 2031 Notes rank pari passu to the Company's other senior notes, the Multi-Currency Revolving Credit Facility, the Revolving Credit Note, and the Overdraft Facility. The Company used the proceeds from the 2023 Notes and the 2031 Notes to finance a portion of the June 2021 Alliance Healthcare acquisition.

In May 2020, the Company issued \$500 million of 2.80% senior notes due May 15, 2030 (the "2030 Notes"). The 2030 Notes were sold at 99.71% of the principal amount and have an effective yield of 2.81%. Interest on the 2030 Notes is payable semi-annually in arrears, commencing on November 15, 2020. The 2030 Notes rank pari passu to the Company's other senior notes, the Multi-Currency Revolving Credit Facility, the Revolving Credit Note, and the Overdraft Facility.

The Company used the proceeds from the 2030 Notes to finance the early retirement of the \$500 million of 3.50% senior notes that were due in 2021 and made a \$21.4 million prepayment premium in connection with this early retirement.

The senior notes 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, 2021.

### **Alliance Healthcare Debt**

Alliance Healthcare debt is comprised of uncommitted revolving credit facilities in various currencies with various rates. A vast majority of the outstanding borrowings were held in Egypt (which is 50% owned) as of September 30, 2021. 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.

### **Other Information**

Scheduled future principal payments of debt are \$305.6 million in fiscal 2022, \$1,798.9 million in fiscal 2023, \$518.2 million in fiscal 2024, \$857.3 million in fiscal 2025, \$1.5 million in fiscal 2026, and \$3,251.7 million thereafter.

Interest paid on the above indebtedness during the fiscal years ended September 30, 2021, 2020, and 2019 was \$170.9 million, \$150.7 million, and \$167.4 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 \$9.7 million, \$6.4 million, and \$7.1 million, for the fiscal years ended September 30, 2021, 2020, and 2019, respectively.

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**Note 8. 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 board of directors is authorized to provide for the issuance of shares of preferred stock in one or more series with various designations and preferences and relative, participating, optional, or other special rights and qualifications, limitations, or restrictions. Except as required by law, or as otherwise provided by the board of directors of the Company, the holders of preferred stock will have no voting rights and will not be entitled to notice of meetings of stockholders. Holders of preferred stock will be entitled to receive, when declared by the board of directors, out of legally available funds, dividends at the rates fixed by the board of directors for the respective series of preferred stock, and no more, before any dividends will be declared and paid, or set apart for payment, on common stock with respect to the same dividend period. No shares of preferred stock have been issued as of September 30, 2021.

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 opioid litigation accrual discussed in Note 14 has not and is not expected to impact the Company's ability to pay dividends.

The following illustrates the components of Accumulated Other Comprehensive Loss, net of income taxes:

(in thousands)	September 30,	
	2021	2020
Pension and postretirement adjustments	\$ (5,750)	\$ (5,761)
Foreign currency translation	(439,692)	(103,043)
Other	—	(26)
Total accumulated other comprehensive loss	<u>\$ (445,442)</u>	<u>\$ (108,830)</u>

In November 2016, 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 the fiscal year ended September 30, 2019, the Company purchased 1.4 million shares of its common stock for a total of \$125.8 million, which excluded \$24.0 million of September 2018 purchases that cash settled in October 2018, to complete its authorization under this program.

In October 2018, 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 the fiscal year ended September 30, 2019, the Company purchased 6.7 million shares of its common stock for a total of \$538.9 million under this program, which included \$14.8 million of September 2019 purchases that cash settled in October 2019. During the fiscal year ended September 30, 2020, the Company purchased 4.9 million shares of its common stock for a total of \$405.6 million, which excluded \$14.8 million of September 2019 purchases that cash settled in October 2019. During the fiscal year ended September 30, 2021, the Company purchased 0.6 million shares of its common stock for a total of \$55.5 million to complete its authorization under this program.

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 the fiscal year ended September 30, 2021, the Company purchased 0.3 million shares of its common stock for \$26.6 million. As of September 30, 2021, the Company had \$473.4 million of availability remaining under this program.

**Common Shares Outstanding**

Basic earnings per share is computed by dividing net income attributable to AmerisourceBergen Corporation 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 AmerisourceBergen Corporation 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.

The following illustrates the components of diluted weighted average shares outstanding:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Weighted average common shares outstanding - basic	205,919	204,783	210,165
Effect of dilutive securities - stock options and restricted stock units	2,546	—	1,675
Weighted average common shares outstanding - diluted	208,465	204,783	211,840

The potentially dilutive stock options and restricted stock units that were antidilutive for the fiscal years ended September 30, 2021, 2020, and 2019 were 0.1 million, 4.2 million, and 4.6 million, respectively.

#### Note 9. 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 \$65.5 billion, \$63.1 billion, and \$60.3 billion in the fiscal years ended September 30, 2021, 2020, and 2019, respectively. The Company's receivable from WBA, net of incentives, was \$7.0 billion and \$6.6 billion as of September 30, 2021 and 2020, respectively.

#### Note 10. 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.

##### Defined Contribution Plans

The Company sponsors the AmerisourceBergen 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. Prior to December 31, 2018, the Company contributed \$1.00 for each \$1.00 invested by the participant up to the first 3% of the participant's salary. Effective January 1, 2019, 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 of 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 2021, 2020, and 2019, the Company recognized an expense for discretionary contributions to the Plan in the fiscal years ended September 30, 2021, 2020, and 2019. All contributions are invested at the direction of the employee in one or more funds. All contributions vest immediately except for the discretionary contributions made by the Company, which vest in full after five years of credited service.

The Company also sponsors the AmerisourceBergen Corporation Benefit Restoration Plan. This unfunded plan provides benefits to selected key management, including each of the Company's executive officers. Prior to December 31, 2018, this plan provided eligible participants with an annual amount equal to 3% of the participant's total cash compensation to the extent that his or her compensation exceeds the annual compensation limit established by Section 401(a) (17) of the IRC. Effective January 1, 2019, this plan provides eligible participants with an annual amount equal to 4% of the participant's total cash compensation to the extent that his or her compensation exceeds the annual compensation limit established by Section 401(a) (17) of the IRC.

Costs of the defined contribution plans charged to expense for the fiscal years ended September 30, 2021, 2020, and 2019 were \$62.3 million, \$45.9 million, and \$51.0 million, respectively.



### ***Deferred Compensation Plan***

The Company sponsors the AmerisourceBergen Corporation 2001 Deferred Compensation Plan. This unfunded plan, under which 2.96 million shares of common stock are authorized for issuance, allows eligible officers, directors, and key management employees to defer a portion of their annual compensation. The amount deferred may be allocated by the employee to cash, mutual funds, or stock credits. Stock credits, including dividend equivalents, are equal to the full and fractional number of shares of common stock that could be purchased with the participant's compensation allocated to stock credits based upon the average of closing prices of common stock during each month, plus, at the discretion of the board of directors, up to one-half of a share of common stock for each full share credited. Stock credit distributions are made in shares of common stock. No shares of common stock have been issued under the deferred compensation plan through September 30, 2021. The Company's liability relating to its deferred compensation plan as of September 30, 2021 and 2020 was \$38.1 million and \$31.1 million, respectively.

### **Note 11. Share-Based Compensation**

#### ***Stock Options***

The Company's employee stock option plans provide for the granting of incentive and nonqualified stock options to acquire shares of common stock to employees at a price not less than the fair market value of the common stock on the dates options are granted. Option terms and vesting periods are determined at the date of grant by the Compensation Committee of the board of directors. Employee stock options generally vest ratably, in equal amounts, over a four-year service period and expire in seven years. The Company's non-employee director stock option plans provide for the granting of nonqualified stock options to acquire shares of common stock to non-employee directors at the fair market value of the common stock on the date of the grant. Non-employee director stock options vest ratably, in equal amounts, over a three-year service period and expire in ten years.

As of September 30, 2021, there were 7.7 million shares available to be granted for employee and non-employee director stock options and restricted stock units under the AmerisourceBergen Corporation Omnibus Incentive Plan (the "Plan").

The estimated fair value of options granted is expensed on a straight-line basis over the requisite service periods of the awards and are net of estimated forfeitures. The Company estimates the fair values of option grants using a binomial option pricing model. Expected volatilities are based upon the historical volatility of the Company's common stock and other factors, such as implied market volatility. The Company uses historical exercise data, taking into consideration the optionees' ages at grant date, to estimate the terms for which the options are expected to be outstanding. The risk-free rates during the terms of such options are based upon the U.S. Treasury yield curve in effect at the time of grant.

The Company did not grant any stock options to employees in fiscal 2021, and it does not expect to grant any stock options in fiscal 2022. The weighted average fair values of the options granted during the fiscal years ended September 30, 2020 and 2019 were \$16.61 and \$18.60, respectively. The following weighted average assumptions were used to estimate the fair values of options granted:

	2020	2019
Risk-free interest rate	1.66%	2.91%
Expected dividend yield	1.86%	1.79%
Volatility of common stock	28.17%	27.67%
Expected life of the options	3.79 years	3.77 years

During the fiscal years ended September 30, 2021, 2020, and 2019, the Company recognized stock option expense of \$4.6 million, \$13.0 million and \$21.0 million, respectively.

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A summary of the Company's stock option activity and related information for its option plans for the fiscal year ended September 30, 2021 is presented below:

<b>(in thousands, except exercise price and contractual term)</b>	<b>Options</b>	<b>Weighted Average Exercise Price</b>	<b>Weighted Average Remaining Contractual Term</b>	<b>Aggregate Intrinsic Value</b>
Outstanding as of September 30, 2020	5,559	\$86	3 years	\$ 62,770
Exercised	(2,356)	\$88		
Forfeited	(63)	\$84		
Expired	(2)	\$97		
Outstanding as of September 30, 2021	<u>3,138</u>	\$84	3 years	\$ 109,772
Exercisable as of September 30, 2021	2,092	\$84	3 years	\$ 74,059
Expected to vest after September 30, 2021	1,027	\$85	4 years	\$ 35,087

The intrinsic value of stock options exercised during the fiscal years ended September 30, 2021, 2020, and 2019 was \$58.7 million, \$42.6 million, and \$51.2 million, respectively.

A summary of the status of the Company's nonvested options as of September 30, 2021 and changes during the fiscal year ended September 30, 2021 is presented below:

<b>(in thousands, except grant date fair value)</b>	<b>Options</b>	<b>Weighted Average Grant Date Fair Value</b>
Nonvested as of September 30, 2020	2,129	\$16
Vested	(1,020)	\$15
Forfeited	(63)	\$17
Nonvested as of September 30, 2021	<u>1,046</u>	

During the fiscal years ended September 30, 2021, 2020, and 2019, the total fair values of options vested were \$15.5 million, \$21.3 million, and \$22.7 million, respectively. Expected future compensation expense relating to the 1.0 million nonvested options outstanding as of September 30, 2021 is \$3.6 million, which will be recognized over a weighted average period of 1.1 years.

**Restricted Stock Units**

Restricted stock units granted prior to fiscal 2021 vest in full after three years. The majority of the restricted stock units granted beginning in fiscal 2021 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 the fiscal years ended September 30, 2021, 2020, and 2019, the Company recognized restricted stock unit expense of \$55.8 million, \$39.8 million, and \$29.2 million, respectively.

A summary of the status of the Company's nonvested restricted stock units as of September 30, 2021 and changes during the fiscal year ended September 30, 2021 are presented below:

<b>(in thousands, except grant date fair value)</b>	<b>Restricted Stock Units</b>	<b>Weighted Average Grant Date Fair Value</b>
Nonvested as of September 30, 2020	1,512	\$85
Granted	837	\$111
Vested	(397)	\$79
Forfeited	(114)	\$92
Nonvested as of September 30, 2021	<u>1,838</u>	\$98

During the fiscal years ended September 30, 2021, 2020, and 2019, the total fair values of restricted stock units vested were \$31.1 million, \$26.4 million, and \$14.5 million, respectively. Expected future compensation expense relating to the 1.8 million restricted stock units outstanding as of September 30, 2021 is \$63.8 million, which will be recognized over a weighted average period of 1.6 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 for awards granted prior to fiscal 2018 may range from 0% to 150% of the target award amount. For awards granted beginning in fiscal 2018, vested shares may range from 0% to 200% 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 the fiscal years ended September 30, 2021, 2020, and 2019, the Company recognized performance stock expense of \$38.9 million, \$21.5 million, and \$8.5 million, respectively.

A summary of the status of the Company's nonvested performance stock units as of September 30, 2021 and changes during the fiscal year ended September 30, 2021 is presented below (based upon target award amounts).

<b>(in thousands, except grant date fair value)</b>	<b>Performance Stock Units</b>	<b>Weighted Average Grant Date Fair Value</b>
Nonvested as of September 30, 2020	288	\$88
Granted	152	\$110
Vested	(135)	\$90
Forfeited	(9)	\$92
Nonvested as of September 30, 2021	296	\$98

Shares that vested over the three-year performance period ended September 30, 2021 were distributed to employees in November 2021.

**Note 12. 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:

<b>(in thousands)</b>	<b>Fiscal Year Ended September 30,</b>	
	<b>2021</b>	<b>2020</b>
Operating lease cost	\$ 161,054	\$ 118,144
Short-term lease cost	5,901	4,632
Variable lease cost	14,208	17,814
<b>Total lease cost</b>	<b>\$ 181,163</b>	<b>\$ 140,590</b>

The Company recorded rental expense of \$108.9 million in the fiscal year ended September 30, 2019.

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The following summarizes balance sheet information related to operating leases:

(in thousands, except for lease term and discount rate)	September 30,	
	2021	2020
<b>Right of use assets</b>		
Other assets	\$ 1,067,175	\$ 443,522
<b>Lease liabilities</b>		
Accrued expenses and other	\$ 175,352	\$ 92,587
Other long-term liabilities	946,155	385,507
<b>Total lease liabilities</b>	<b>\$ 1,121,507</b>	<b>\$ 478,094</b>
Weighted-average remaining lease term	8.75 years	6.50 years
Weighted-average discount rate	2.86%	3.72%

Other cash flow information related to operating leases is as follows:

(in thousands)	Fiscal Year Ended September 30,	
	2021	2020
<b>Cash paid for amounts included in the measurement of lease liabilities</b>		
Operating lease cash payments	\$ 148,385	\$ 115,028
<b>Right-of-use assets obtained in exchange for lease liabilities</b>		
New operating leases	\$ 770,858	\$ 61,779
Leases recognized upon adoption of ASC 842	\$ —	\$ 526,281

Future minimum rental payments under noncancellable operating leases were as follows:

Payments Due by Fiscal Year (in thousands)	As of September 30, 2021
2022	\$ 206,923
2023	180,065
2024	162,282
2025	142,413
2026	123,008
Thereafter	495,546
<b>Total future undiscounted lease payments</b>	<b>1,310,237</b>
Less: Future payments for leases that have not yet commenced <sup>1</sup>	(5,427)
Less: Imputed interest	(183,303)
<b>Total lease liabilities</b>	<b>\$ 1,121,507</b>

<sup>1</sup> The Company has certain leases that it has executed for which it does not control the underlying assets; therefore, lease liabilities and ROU assets were not recorded on the Company's Consolidated Balance Sheet as of September 30, 2021.

**Note 13. Employee Severance, Litigation, and Other**

The following illustrates the charges incurred by the Company relating to Employee Severance, Litigation, and Other for the periods indicated:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Employee severance	\$ 13,705	\$ 34,401	\$ 34,147
Litigation and opioid-related costs	272,623	6,722,346	185,145
Acquisition-related deal and integration costs	116,969	15,958	43,184
Business transformation efforts	36,255	37,961	55,437
Other restructuring initiatives	32,359	(3,359)	12,561
Total employee severance, litigation, and other	\$ 471,911	\$ 6,807,307	\$ 330,474

Employee severance in the fiscal year ended September 30, 2021 included costs primarily related to restructuring activities in the Company's Global Commercialization Services businesses. Employee severance in the fiscal year ended September 30, 2020 included costs primarily related to position eliminations resulting from the Company's decision to permanently exit the PharMEDium compounding business. Employee severance in the fiscal year ended September 30, 2019 included costs primarily related to PharMEDium restructuring activities, position eliminations resulting from our business transformation efforts and the integration of H.D. Smith, and restructuring activities related to our consulting business.

Litigation and opioid-related costs in the fiscal year ended September 30, 2021 included a \$147.7 million accrual related to the proposed opioid litigation settlement (see Note 14). It also included legal fees and opioid-related costs in connection with opioid lawsuits and investigations. Litigation and opioid-related costs in the fiscal year ended September 30, 2020 included costs primarily related to a \$6.6 billion legal accrual (\$5.5 billion, net of an income tax benefit) and legal fees in connection with opioid lawsuits and investigations. Litigation and opioid-related costs in the fiscal year ended September 30, 2019 consisted of \$116.7 million of legal settlements and accruals and \$68.5 million of legal fees in connection with opioid lawsuits and investigations.

Acquisition-related deal and integration costs in the fiscal year ended September 30, 2021 primarily related to the June 2021 acquisition of Alliance Healthcare. Acquisition-related deal and integration costs in the fiscal year ended September 30, 2019 are primarily related to the integration of H.D. Smith. Integration costs primarily included costs to transition servicing legacy H.D. Smith customers to existing company distribution facilities and operating systems.

Business transformation efforts in the fiscal years ended September 30, 2021, 2020, and 2019 were primarily related to costs associated with reorganizing the Company to further align the organization to its customers' needs. The majority of these costs were related to services provided by third-party consultants, including certain technology initiatives.

Other restructuring initiatives in the fiscal year ended September 30, 2021 primarily related to the disposal of assets related to the Company's return to office plan. Other restructuring initiatives in the fiscal year ended September 30, 2020 included a \$19.1 million gain on the sale of property.

**Note 14. 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, 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, have 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), pharmaceutical manufacturers, retail pharmacy chains, medical practices, and physicians relating to the distribution of prescription opioid pain medications. Other lawsuits regarding the distribution of prescription opioid pain medications have been filed by: third-party payors and similar entities; hospitals; hospital groups; and individuals, including cases styled as putative class actions. The lawsuits, which have been and continue to be filed in federal, state, and other courts, generally allege violations of controlled substance laws and various other statutes as well as common law claims, including negligence, public nuisance, and unjust enrichment, and seek equitable relief and monetary damages. An initial group of cases was consolidated for Multidistrict Litigation ("MDL") proceedings before the United States District Court for the Northern District of Ohio (the "Court") in December 2017. Additional cases have been, and will likely continue to be, transferred to the MDL.

In April 2018, the Court issued an order creating a litigation track, which includes dispositive motion practice, discovery, and trials in certain bellwether jurisdictions. In December 2018, the Court issued an order selecting two cases for a second bellwether discovery and trial track. In November 2019 and January 2020, the Court filed Suggestions of Remand with the Judicial Panel on Multidistrict Litigation that identified four cases filed against the Company, including the two cases in the second bellwether trial track, for potential transfer from the MDL back to federal courts in California, Oklahoma, and West Virginia for the completion of discovery, motion practice, and trial. All four cases have now been remanded to those federal district courts. Trial in the two consolidated cases in West Virginia commenced in May 2021 and concluded in July 2021; the Court has not yet issued its ruling. On January 26, 2021, the California case was stayed as to the Company and several other defendants. As such, there is no applicable trial date for that case. On September 28, 2021, the Company and the two other national distributors announced that they had reached an agreement to pay approximately \$75 million in a settlement with the Cherokee Nation, the plaintiff in the Oklahoma case. The Company's 31.0% share of the \$75 million settlement amount is a component of its overall \$6.7 billion total liability accrual. Under the settlement, all claims in the Cherokee Nation trial will be dismissed with prejudice as to the Company and the two other distributor defendants.

On July 21, 2021, the Company announced that it and the two other national pharmaceutical distributors have negotiated a comprehensive proposed settlement agreement that, if all conditions are satisfied, would result in the resolution of a substantial majority of opioid lawsuits filed by state and local governmental entities. The proposed settlement agreement and settlement process is subject to conditions and will not become effective unless and until the Company and the two other distributors each make separate independent determinations that (1) following a 30-day sign-on period, a sufficient number of "States" (including the District of Columbia and U.S. territories) have agreed to the proposed settlement agreement (the "Settling States"); and, subsequently, (2) following a 120-day sign-on period, a sufficient number of political subdivisions in the Settling States, including those that have not sued, have agreed to the proposed settlement agreement (or otherwise had their claims foreclosed). If these conditions are satisfied, a final settlement agreement based upon the terms contained in the proposed settlement agreement would become effective sixty (60) days after the distributors determine that there is sufficient participation by political subdivisions in the Settling States. On September 4, 2021, the Company announced that it and the two other distributors had determined that enough States had agreed to settle in order to proceed to the next phase. The proposed settlement agreement provides for a settlement of up to approximately \$21 billion, of which the Company's portion would be 31.0%. Pursuant to the proposed settlement agreement, the Company would pay up to approximately \$6.4 billion over 18 years and comply with other requirements, including establishment of a clearinghouse that will consolidate data from all three national distributors. The exact payment amount will depend on several factors, including the participation rate of states and political subdivisions, the extent to which states take action to foreclose opioid lawsuits by political subdivisions (e.g., laws barring opioid lawsuits by political subdivisions), and the extent to which political subdivisions in Settling States file additional opioid lawsuits against the distributors after a settlement agreement becomes effective. West Virginia subdivisions and Native American tribes are not a part of this settlement process and the Company has been involved in separate negotiations with these groups. The settlement process does not contemplate participation by any non-governmental or non-political entities or individuals.

While the proposed settlement agreement remains subject to contingencies that could impact whether the parties ultimately decide to move forward, the Company believes a comprehensive settlement is probable and its loss related thereto can be reasonably estimated. The Company recorded a charge of \$6.6 billion in the fiscal year ended September 30, 2020 within Employee Severance, Litigation and Other in its Statement of Operations related to the proposed global settlement as well as other opioid-related litigation. The Company recorded an additional \$147.7 million accrual in the fiscal year ended September 30, 2021 in connection with negotiation of the proposed settlement agreement and related obligations and other opioid-related litigation. The Company currently estimates that \$764.8 million will be paid prior to September 30, 2022, which

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is recorded in Accrued Expenses and Other on the Company's Consolidated Balance Sheet. On September 30, 2021, \$288.4 million of the total \$764.8 million short-term liability was paid into escrow. The \$288.4 million that was paid into escrow did not reduce the Company's short-term liability as it was recorded as restricted cash in Prepaid Expense and Other on the Company's Consolidated Balance Sheet as of September 30, 2021. The escrow payment related to the proposed settlement agreement will be disbursed following the effective date of the settlement, or returned to the Company if the settlement does not become effective. The remaining long-term liability of \$6.0 billion is recorded in Accrued Litigation Liability on the Company's Consolidated Balance Sheet. While the Company has accrued its estimated liability for this matter, it is unable to estimate the range of possible loss associated with these opioid litigation matters. 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 will regularly review these opioid litigation matters to determine whether its accrual is adequate. The amount of ultimate loss may differ materially from the total \$6.7 billion accrued to date. Until such time as all of the conditions to finalize the proposed settlement agreement are satisfied or the parties otherwise resolve the lawsuits, the Company will continue to litigate and prepare for trial in the cases pending in the MDL, those remanded from the MDL to federal district courts, as well as in state courts where lawsuits have been filed, and intends to continue to vigorously defend itself in all such cases. 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. Further, any final settlement among parties may differ materially from the proposed settlement agreement.

Notwithstanding the Company's total liability accrual of \$6.7 billion, several cases filed in various state courts have trial dates scheduled in 2021 and later, although all such dates are subject to change. A trial in New York state for cases brought by Nassau and Suffolk Counties and the New York Attorney General against a variety of defendants, including the Company, commenced on June 28, 2021. On July 20, 2021, the Company and the two other distributors announced that they had reached an agreement to pay up to \$1.179 billion in a settlement with the State of New York and participating subdivisions, including Nassau and Suffolk Counties, to resolve opioid-related claims, consistent with New York's allocations under the proposed MDL settlement agreement, as well as certain attorneys' fees and costs. The Company's 31.0% share of the \$1.179 billion settlement amount is a component of its overall \$6.7 billion total accrued liability and a portion was paid into escrow on September 30, 2021 and will be disbursed upon satisfaction of certain conditions including entry of a Consent Judgment. This escrow amount is also a component of the aforementioned \$288.4 million payment to escrow. Under the settlement, claims in the New York state trial have been dismissed with prejudice as to the Company and the two other distributor defendants.

A trial in Ohio state court for a case brought by the Ohio Attorney General against the Company and other wholesale distributors was scheduled to commence on September 20, 2021. On September 16, 2021, the Company and the two other distributors announced that they had reached an agreement to pay up to \$808 million in a settlement with the State of Ohio and participating subdivisions, to resolve opioid-related claims, consistent with Ohio's allocations under the proposed MDL settlement agreement, as well as certain attorneys' fees and costs. The Company's 31.0% share of the \$808 million settlement amount is a component of its overall \$6.7 billion total accrued liability and a portion was paid into escrow on September 30, 2021 and will be disbursed upon satisfaction of certain conditions including entry of a Consent Judgment. This escrow amount is also a component of the aforementioned \$288.4 million payment to escrow. Under the settlement, claims in the Ohio state trial have been dismissed with prejudice as to the Company and the two other distributor defendants.

A trial in Washington state court for a case brought by the Washington Attorney General against ABDC and certain other pharmaceutical wholesale distributors began on November 15, 2021. A trial in Rhode Island state court for a case brought by the Rhode Island Attorney General against ABDC and certain other defendants is scheduled to begin on January 17, 2022. A trial in Texas state court for a case brought by Dallas County against ABDC and certain other defendants is scheduled to begin on January 24, 2022.

Aside from those parties that have already filed suit, other entities, including additional attorneys general's offices, counties, and cities in multiple states, may continue to file additional lawsuits or enforcement proceedings. The Company is vigorously defending itself in the pending lawsuits and intends to vigorously defend itself against any threatened lawsuits or enforcement proceedings.

The Company has also received subpoenas, civil investigative demands, and other requests for information, requesting the production of documents regarding the distribution of prescription opioid pain medications from government agencies in other jurisdictions, including certain states. The Company has engaged in discussions with representatives from these government agencies regarding the requests and has been producing responsive documents. The Company cannot predict how these matters would be affected by a comprehensive nationwide settlement.

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 request 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 has been 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, and has produced documents in response to the subpoenas.

### ***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 Board of Directors of the Company 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 Special Litigation Committee's motion to dismiss the case is pending.

On July 17, 2020, CCAR Investments, Inc. filed a complaint for a purported derivative action in the United States District Court for the District of Delaware against the Company and certain of its current and former officers and directors ("CCAR Defendants"). The complaint alleges claims for breach of fiduciary duty, corporate waste and unjust enrichment allegedly arising from the Company's controlled substance diversion control programs and violation of Section 14(a) of the Securities Exchange Act of 1934. On August 14, 2020, the CCAR Defendants answered the complaint and filed a motion for judgment on the pleadings. On October 29, 2020 the parties filed a stipulation permitting CCAR Investments, Inc. to file an amended complaint on or before November 20, 2020. On December 4, 2020, the parties filed a stipulation staying the deadline for CCAR Investments, Inc. to file an amended complaint pending the Company's production of certain documents to CCAR Investments, Inc. The Company's production was completed on January 29, 2021 and the case remains stayed while the plaintiff completes its review.

### ***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, the Company's subsidiary U.S. Bioservices Corporation ("U.S. Bio") 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, including subsidiaries AmerisourceBergen Specialty Group, LLC and U.S. Bio, 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 briefing on the motion was filed with the court on October 9, 2020.

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 the Company, 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 the Company 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 Company and other industry participants filed a motion to dismiss the complaint. The motion to dismiss is fully briefed and the parties are awaiting a ruling from the court.

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**Note 15. 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 a 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 the fiscal years ended September 30, 2021, 2020, and 2019, the Company recognized gains of \$168.8 million, \$9.1 million, and \$145.9 million, respectively, relating to these lawsuits. 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 16. Business Segment Information**

The Company is organized based upon the products and services it provides to its customers. The Company's operations are comprised of the Pharmaceutical Distribution Services reportable segment and other operating segments that are not significant enough to require separate reportable segment disclosure and, therefore, have been included in Other for the purpose of reportable segment presentation. Other consists of operating segments that focus on global commercialization services, animal health (MWI Animal Health), and international pharmaceutical wholesale and related service operations (Alliance Healthcare). The operating segments that focus on global commercialization services include AmerisourceBergen Consulting Services ("ABCS") and World Courier.

The chief operating decision maker ("CODM") of the Company is the Chairman, President & Chief Executive Officer of the Company, whose function is to allocate resources to, and assess the performance of, the Company's operating segments. The CODM does not review assets by operating segment for the purpose of assessing performance or allocating resources.

The Pharmaceutical Distribution Services 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. Through a number of operating businesses, the Pharmaceutical Distribution Services reportable segment provides pharmaceutical distribution (including plasma and other blood products, injectable pharmaceuticals, vaccines, and other specialty pharmaceutical products) and additional services to physicians who specialize in a variety of disease states, especially oncology, and to other healthcare providers, including hospitals and dialysis clinics. Additionally, the Pharmaceutical Distribution Services reportable segment provides data analytics, outcomes research, and additional services for biotechnology and pharmaceutical manufacturers. The Pharmaceutical Distribution Services reportable segment also provides pharmacy management, staffing and additional consulting services, and supply management software to a variety of retail and institutional healthcare providers. Additionally, it delivers packaging solutions to institutional and retail healthcare providers.

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Alliance Healthcare supplies pharmaceuticals, other healthcare products, and related services to healthcare providers, including pharmacies, doctors, health centers, and hospitals in 10 countries, primarily in Europe. MWI is 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. Additionally, MWI offers demand-creating sales force services to manufacturers. ABCS, through a number of operating businesses, provides a full suite of integrated manufacturer services that range from clinical trial support to product post-approval and commercialization support. World Courier, which operates in over 50 countries, is a leading global specialty transportation and logistics provider for the biopharmaceutical industry.

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,		
	2021	2020	2019
Pharmaceutical Distribution Services	\$ 198,153,202	\$ 182,467,189	\$ 172,813,537
Other:			
MWI Animal Health	4,684,417	4,216,462	3,975,232
Alliance Healthcare	7,373,365	—	—
Global Commercialization Services	3,917,017	3,308,640	2,893,109
Total Other	15,974,799	7,525,102	6,868,341
Intersegment eliminations	(139,158)	(98,365)	(92,757)
Revenue	\$ 213,988,843	\$ 189,893,926	\$ 179,589,121

Intersegment eliminations primarily represent the elimination of certain Pharmaceutical Distribution Services reportable segment sales to MWI.

The following illustrates reportable segment operating income information for the periods indicated:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Pharmaceutical Distribution Services	\$ 2,041,072	\$ 1,807,001	\$ 1,671,251
Other	614,973	400,139	380,660
Intersegment eliminations	(7,841)	(2,693)	(659)
Total segment operating income	\$ 2,648,204	\$ 2,204,447	\$ 2,051,252

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The following reconciles total segment operating income to income (loss) before income taxes for the periods indicated:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Total segment operating income	\$ 2,648,204	\$ 2,204,447	\$ 2,051,252
Gains from antitrust litigation settlements	168,794	9,076	145,872
LIFO credit (expense)	203,028	(7,422)	22,544
Acquisition-related intangibles amortization	(176,221)	(110,478)	(159,848)
Employee severance, litigation, and other	(471,911)	(6,807,307)	(330,474)
Goodwill impairment	(6,373)	—	—
Impairment of assets	(11,324)	(361,652)	(570,000)
PharMEDium remediation costs	—	(16,165)	(69,423)
PharMEDium shutdown costs	—	(43,206)	—
New York State Opioid Stewardship Act	—	(14,800)	22,000
Contingent consideration adjustment	—	12,153	—
Operating income (loss)	2,354,197	(5,135,354)	1,111,923
Other income	(41,736)	(1,581)	(12,952)
Interest expense, net	174,074	137,883	157,769
Loss on early retirement of debt	—	22,175	—
Income (loss) before income taxes	\$ 2,221,859	\$ (5,293,831)	\$ 967,106

Segment operating income is evaluated by the CODM of the Company and excludes gains from antitrust litigation settlements; LIFO credit (expense); acquisition-related intangibles amortization; employee severance, litigation, and other; goodwill impairment; impairment of assets; PharMEDium remediation costs; PharMEDium shutdown costs; New York State Opioid Stewardship Act; and contingent consideration adjustment. All corporate office expenses are allocated to the operating segment level.

The Company incurred remediation costs in connection with the suspended production activities at PharMEDium (see Note 1). These remediation costs are primarily classified in Cost of Goods sold in the Consolidated Statements of Operations. The Company incurred costs in connection with exiting the PharMEDium compounding business. These shutdown costs are primarily classified in Distribution, Selling, and Administrative expenses in the Consolidated Statement of Operations.

One of the Company's non-wholly-owned subsidiaries, Profarma, which the Company consolidates based on certain governance rights (see Note 3), adjusted its previous estimate of contingent consideration related to the purchase price of one of its prior business acquisitions.

The Company recorded a \$64.7 million gain on the remeasurement of an equity investment, a \$14.0 million impairment of a non-customer note receivable related to a start-up venture, and a foreign currency loss of \$3.4 million on the remeasurement of deferred tax assets relating to Swiss tax reform in Other Income in the Consolidated Statements of Operations in the fiscal year ended September 30, 2021. The Company recorded a \$13.7 million gain on the sale of an equity investment in Other Income in the Company's Consolidated Statement of Operations in the fiscal year ended September 30, 2019.

The following illustrates depreciation and amortization by reportable segment for the periods indicated:

(in thousands)	Fiscal Year Ended September 30,		
	2021	2020	2019
Pharmaceutical Distribution Services	\$ 210,453	\$ 203,062	\$ 232,735
Other	118,498	77,522	69,824
Acquisition-related intangibles amortization	176,221	110,478	159,848
Total depreciation and amortization	\$ 505,172	\$ 391,062	\$ 462,407

Depreciation and amortization includes depreciation and amortization of 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,		
	2021	2020	2019
Pharmaceutical Distribution Services	\$ 262,202	\$ 201,144	\$ 210,161
Other	176,015	168,533	100,061
Total capital expenditures	\$ 438,217	\$ 369,677	\$ 310,222

#### Note 17. 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, 2021 and 2020 approximate fair value based upon the relatively short-term nature of these financial instruments. Within Cash and Cash Equivalents, the Company had \$671.0 million and \$2,548.0 million of investments in money market accounts as of September 30, 2021 and 2020, 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 7) and the corresponding fair value as of September 30, 2021 were \$6,383.8 million and \$6,761.6 million, respectively. The recorded amount of long-term debt and the corresponding fair value as of September 30, 2020 were \$3,618.3 million and \$4,026.4 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 18. Subsequent Events

##### *New Reporting Structure*

Recently, the Company undertook a strategic evaluation of its reporting structure to reflect its expanded international presence as a result of the June 2021 acquisition of Alliance Healthcare. As a result of this review, beginning in the first quarter of fiscal 2022, the Company has re-aligned its reporting structure under two reportable segments: U.S. Healthcare Solutions and International Healthcare Solutions. U.S. Healthcare Solutions will consist of the legacy Pharmaceutical Distribution Services reportable segment (excluding Profarma), MWI Animal Health, Xcenda, Lash Group, and ICS 3PL. International Healthcare Solutions will consist of Alliance Healthcare, World Courier, Innomar, Profarma, and Profarma Specialty. Profarma had previously been included in the Pharmaceutical Distribution Services reportable segment. Profarma Specialty had previously been reported in Other. Beginning in the first quarter of fiscal 2022, the Company will report its results under this new structure.

##### *Dividend Increase*

In November 2021, the Company's board of directors increased the quarterly dividend paid on common stock by 5% and declared a regular quarterly cash dividend of \$0.46 per share, payable on November 29, 2021 to shareholders of record on November 15, 2021.

## GUARANTEE OF PERFORMANCE

For value receive AmerisourceBergen Corporation, 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 12/22/21, 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 28 day of October 2021.

Guarantor: AmerisourceBergen Corporation

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

Name: Elizabeth Campbell

Title: Executive Vice President and General Counsel

**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.DBO.CA.GOV](http://WWW.DBO.CA.GOV).

**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.

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.

During the last three fiscal years, 44 of 57 Illinois "Voluntary" Pharmacies operating using the Good Neighbor Pharmacy® trade name were either Terminated, Not Renewed, or Ceased Business Operations for "other" reasons.

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

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.

**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).

(l) 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.

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.

**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.

**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.”

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.

**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:

State	Effective Date
California	Pending
Florida	Effective
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Effective
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Utah	Effective
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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 22, 2021.

**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 22, 2021. 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 AB 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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- F. Addendum to Disclosure Document

**PROSPECTIVE FRANCHISEE:**

Signed by: \_\_\_\_\_

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

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

**Please retain this Receipt for your records.**