Member-Requested Participation Addendum (MPA)

This Addendum ("MPA") is entered into by State of Arkansas ("Member") and Premier Biotech, LLC, a limited liability company with a principal address of 725 Kasota Ave SE, Minneapolis, MN 55414 ("Vendor") and incorporates the MMCAP Infuse, an agency of the State of Minnesota ("MMCAP Infuse"), agreement MMS2501108 ("Agreement").

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.

B. **Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. EFFECTIVE DATE AND TERM

A. **Effective Date**: This MPA is effective on July 15, 2025, or the date all signatures have been obtained, whichever is later.

B. **Termination**: This MPA terminates upon:

1. Ninety (90) calendar days' written notice to the other parties; or
2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
3. Written agreement executed by all parties.

III. SCOPE

A. **Exhibit A**: Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.

B. **Exhibit B**: Which is attached and incorporated herein, identifies the additional Facilities Member has approved to access the Agreement and MPA.

C. **Exhibit C**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit C of this MPA, the terms of Exhibit C will supersede as between Member and Vendor. *Neither MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit C.*

IV. GENERAL PROVISIONS

A. **Assignment**: Except as affirmed in this MPA, neither the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.

B. **Counterparts and Electronic Signature**: The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the

enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

C. **Amendments**: Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.

D. **Jurisdiction and Venue**: This MPA will be governed by the laws of Arkansas. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Pulaski County, Arkansas. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:
STATE OF ARKANSAS

Signature: Jessica Patterson
Printed: Jessica Patterson
Title: Procurement Dir.
Date: 11/5/2025

VENDOR

Signature: DocuSigned by: Matt Michalik 38FD412E2CCA40B...
Printed: Matt Michalik
Title: CEO
Date: 10/14/2025

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: DocuSigned by: 8EF19316852F4F7...
Printed: Jared Huizenga Date: 10/14/2025

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Signature: DocuSigned by: Christina Fox 120B5684704A473...
Printed: Christina Fox Date: 10/14/2025

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2501108

Docusign Envelope ID: 6D33C0D4-E9C2-490F-B310-032A6BB09245

EXHIBIT B

Approved Facilities

All eligible purchasers within the State of Arkansas including state agencies, educational institutions, and local public procurement units, or local political subdivisions are authorized to purchase products and services under the terms and conditions of this MPA.

Each Arkansas Facility that purchases off the Agreement will be treated as if they are individual customers under the Agreement. Except to the extent modified by this MPA, each Facility will be responsible to follow the terms and conditions of Agreement. Each Facility will be responsible to Vendor and its subcontractors for their own charges, fees, and liabilities. Each Facility will have the same rights to any indemnity or to recover any costs allowed in the Agreement for their purchases.

EXHIBIT C

Language Modification of the Agreement

The following terms and conditions are entered into between the Vendor and the Member and are added to the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

Modification of Terms:

1. **Order of Precedence**: For disputes exclusively between the Member and Vendor, the following shall apply.
   A. MPA
   B. Agreement

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above, including but not limited to conflicting order of precedence provisions. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Vendor shall become a part of this MPA as to the products and services listed on the ordering document only.

2. **INDEMNIFICATION:** Subject to the terms of the Agreement, Vendor shall be fully liable for the actions of its agents and employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Facility or Member, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from personal injury and damage to real or personal property, to the extent caused by the Vendor or employees. Language in this clause shall not be construed or deemed as the Member's waiver of its right of sovereign immunity. The Vendor agrees that any claims against the Member, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly.

Additional Terms:

1. **PAYMENTS AND INVOICE PROVISIONS**: Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Vendor. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the Vendor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-61-303. The Facility will make a good-faith effort to pay within thirty (30) days after date of invoice.

2. **VENDOR REGISTRATION:** To receive payment, the Contractor must register online at ark.org/vendor/index.html.

3. **ACH PAYMENTS**: All payments made to the Contractor by a state agency shall be made exclusively through ACH (Automated Clearing House) direct deposit. The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Purchasing Entity. The Purchasing Entity will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

4. **CONVENIENCE FEE:**
   Convenience Fee

   Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-61-801 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this PA. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the

unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-61-801 participants.

Quarterly Reporting and Fee Remittance

Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
- Purchasing entity
- Total of Convenience Fee amount due
- Such other information as the State may reasonably request
- If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

Payment of Convenience Fee

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

Retention and Inspection of Records

The Contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

5. **RECORD RETENTION**: The Vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the MPA in its possession in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to Member entities or any of their duly authorized representatives. Vendor shall make financial and accounting records available, upon request, to the State of Arkansas' designee at any time during MPA period and any extension thereof, and for five (5) years from expiration date and final payment on the MPA or extension thereof.

6. **TAXES**: Personal Property tax will not be charged to Arkansas state agencies.

7. **CANCELLATION:**

For Convenience. The State may cancel this PA for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

For Cause. The State may cancel this PA for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the PA and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the PA to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

8. **CONTINGENT FEE**: The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

9. **VENUE AND JURISDICTION**: Venue for any claim, dispute, or action concerning an order placed by a Facility or Member under this MPA shall be made before the Arkansas Claims Commission in Pulaski County, Arkansas.

10. **SOVEREIGN IMMUNITY**: Nothing under this MPA or the Agreement shall be deemed or construed as a waiver of the Member's right to sovereign immunity.

11. **CONFIDENTIAL INFORMATION:**
Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas statutes.

12. **DISCLOSURE AND CERTIFICATIONS**:
    a. DISCLOSURE
    Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Vendor. Vendor shall submit the disclosure form prior to entering into this MPA. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this MPA. Any Vendor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Member.

    b. RESTRICTION OF BOYCOTT OF ISRAEL
    Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

    c. RESTRICTION OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES
    Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract.

    d. RESTRICTION OF SCRUTINIZED COMPANIES
    Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

    e. EQUAL OPPORTUNITY POLICY
    In compliance with Arkansas Code Annotated § 19-60-104, if a state agency is purchasing services, the Office of State Procurement is required to have a copy of the Contractor's Equal Opportunity (EO) Policy prior to entering into this PA. The submission of an EO Policy is a one-time requirement. The Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other Participating Entities that must also comply with this statute. If the Contractor is not required by law to have an EO Policy, the Contractor must submit a written statement to that effect.

    f. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS
    Pursuant to Arkansas Code Annotated § 19-60-105, if a state agency is purchasing services, the Office of State Procurement is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

By signing this MPA, the Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a contract resulting from this MPA:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

The Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this MPA.

Arkansas Vendor Contact

Company Name:	
Contact Person	
Address:	
Telephone:	
Fax:	
E-Mail:	

Member Primary Contact

Name:	Joshua Williams
Address:	State of Arkansas Office of State Procurement 501 Woodlane Street, Suite 220 Little Rock, AR 72201
Telephone:	501-371-5701
E-Mail:	joshua.williams@arkansas.gov