SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS), (collectively, the "United States"), ASD Specialty Healthcare, LLC ("ASD Specialty Healthcare"), and Brandon Osborn ("Relator," and together with the United States and ASD Specialty Healthcare, hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. ASD Specialty Healthcare d/b/a Oncology Supply Company ("Oncology Supply"), headquartered in Dothan, Alabama, distributes specialty pharmaceutical products, including chemotherapy and supportive care products, to physicians and oncology practices across the United States. ASD Specialty Healthcare is an indirect subsidiary of Cencora, Inc., f/k/a AmerisourceBergen Corporation ("Amerisource" or "Cencora"), a publicly traded pharmaceutical sourcing and distribution services company. International Oncology Network ("ION"), an indirect subsidiary of ASD Specialty Healthcare, is a membership-based group purchasing organization for medical practices to purchase pharmaceutical products.

B. On November 9, 2020, Brandon Osborn filed a qui tam action in the United States District Court for the District of Massachusetts captioned *United States ex rel. Brandon Osborn v. AmerisourceBergen Corporation, et al.*, No. 20-cv-12018, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). The Civil Action also included qui tam claims brought on behalf of the States of California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Louisiana, Maryland, Michigan, Minnesota, Montana, Nevada, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Rhode Island, Tennessee, Texas, Vermont, Washington, Wisconsin, and the Commonwealths of Massachusetts, Puerto Rico, and Virginia, and the District of Columbia (collectively, the "Plaintiff States"). Relator alleges, among other things, that Amerisource induced healthcare providers ("HCPs") and practice executives to purchase specialty pharmaceutical products from Amerisource by providing expensive meals and entertainment, in violation of the Anti-Kickback Statute ("AKS"), 42 U.S.C. § 1320a-7b(b).

C. The United States contends that ASD Specialty Healthcare submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare") and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"), and that the United States and the Plaintiff States have certain civil claims against ASD Specialty Healthcare arising from the conduct in Paragraph D, which the United States contends violated the AKS and caused false claims to be submitted to Medicare and Medicaid.

D. ASD Specialty Healthcare admits, acknowledges, and accepts responsibility for the facts stated in this Paragraph D. From January 2012 to October 2019, ION hosted conferences for its "Large Practice Program" members. Representatives of Oncology Supply also attended these conferences. In connection with the conferences, ASD Specialty Healthcare reimbursed expenses for ION and Oncology Supply employees that included, in some instances: (i) meals and alcohol at higher-end restaurants for HCPs and/or practice management personnel; (ii) restaurant meals at which the attendees included spouses of HCPs and/or practice management personnel, even though some of the spouses did not have a work-related connection with the medical practice customer; and (iii) entertainment for HCPs and practice management personnel, including rounds of golf and outings at bars and nightclubs. In one instance, the expense submission included a comment from the Oncology Supply employee noting that he wanted to thank the medical practice customer for staying with Oncology Supply. In addition, from January 1, 2012 to September 2022, ASD Specialty Healthcare, through fifteen Oncology Supply and ION employees set forth in a separate letter dated March 4, 2026, which is incorporated herein by reference, paid for: (i) meals and alcohol at higher-end restaurants for HCPs and/or practice management personnel; (ii) restaurant meals at which the attendees included spouses of HCPs and/or practice management personnel, even though some of the spouses did not have a work-related connection with the medical practice customer; and (iii) entertainment for HCPs and practice management personnel, including rounds of golf and outings at bars and nightclubs. In one instance, the expense submission—for a round of golf with practice management personnel of a potential customer at the Whistling Straits Golf Course—included a comment from the Oncology Supply employee noting that the employee was trying to get the medical practice to move its business from a competitor to Oncology Supply. This conduct is referred to below as the "Covered Conduct." Except as to Covered Conduct, ASD Specialty Healthcare denies the allegations of the Relator as set forth in the Civil Action.

E. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

<u>TERMS AND CONDITIONS</u>

1. ASD Specialty Healthcare shall pay to the United States and the Plaintiff States $1,000,000 ("Settlement Amount"), of which $500,000 is restitution, and interest on the Settlement Amount at a rate of 4.625% per annum from August 23, 2024, no later than 10 days after the Effective Date of this Agreement. The Settlement Amount shall be paid as follows:

a. ASD Specialty Healthcare shall pay to the United States $848,700, plus accrued interest as set forth above (the "Federal Settlement Amount"), by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Massachusetts; and

b. ASD Specialty Healthcare shall pay to the Plaintiff States $151,300, plus accrued interest as set forth above (the "State Settlement Amount"), by electronic funds transfer to the New York Attorney General's National Global Settlement Account pursuant to written instructions to be provided by the Plaintiff States.

2. Conditioned upon the United States and the Plaintiff States receiving the Settlement Amount and as soon as feasible after receipt, the United States and the Plaintiff States shall pay 17.5% of the Federal Settlement Amount and the State Settlement Amount, respectively, including interest, to Relator by electronic funds transfer ("Relator's Share").

3. Relator's purported claims under 31 U.S.C. § 3730(h) and for attorneys' fees, costs, and expenses under 31 U.S.C. § 3730(d), in conjunction with other terms and promises between ASD Specialty Healthcare and Relator, shall be addressed in a separate agreement.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Federal Settlement Amount plus interest due under Paragraph 1, the United States releases ASD Specialty Healthcare, together with its predecessors, and its current and former parent corporations, divisions, subsidiaries, successors, and assigns from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Federal Settlement Amount plus interest due under Paragraph 1, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases ASD Specialty Healthcare, together with its predecessors, and its current and former parent corporations, divisions, subsidiaries, successors, and assigns, from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

h. Any liability for failure to deliver goods or services due; and

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

7. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases ASD Specialty Healthcare, together with its officers, agents, employees, predecessors, current and former parent corporations, divisions, subsidiaries, successors, and assigns, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. ASD Specialty Healthcare waives and shall not assert any defenses ASD Specialty Healthcare may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

10. ASD Specialty Healthcare fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that ASD Specialty Healthcare has

asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

11. ASD Specialty Healthcare fully and finally releases Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that ASD Specialty Healthcare has asserted, could have asserted, or may assert in the future against Relator, related to the Civil Action and the Relator's investigation and prosecution thereof.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (*e.g.*, Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and ASD Specialty Healthcare agrees not to resubmit to any Medicare or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

13. ASD Specialty Healthcare agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of ASD Specialty Healthcare, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) ASD Specialty Healthcare's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment ASD Specialty Healthcare makes to the United States pursuant to this Agreement and any payments that ASD Specialty Healthcare may make to Relator, including costs and attorneys' fees;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program ("FEHBP") (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by ASD Specialty Healthcare, and ASD Specialty Healthcare shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by ASD Specialty Healthcare or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: ASD Specialty Healthcare further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by ASD Specialty Healthcare or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. ASD Specialty Healthcare agrees that the United States, at a minimum, shall be entitled to recoup from ASD Specialty Healthcare any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by ASD Specialty Healthcare or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on ASD Specialty Healthcare or any of its subsidiaries' or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine ASD Specialty Healthcare's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. ASD Specialty Healthcare agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, ASD Specialty Healthcare shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. ASD Specialty

Healthcare further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf. For the avoidance of doubt, ASD Specialty Healthcare reserves the right to assert as applicable the attorney-client privilege and work product protections.

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries paragraph), below.

16. ASD Specialty Healthcare agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

17. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action against Amerisource, ASD Specialty Healthcare, and ION (the "Cencora Defendants") pursuant to Rule 41(a)(1). With respect to the United States and the Plaintiff States (with the exception of Delaware, Hawaii, Louisiana, Montana, New Mexico, Oklahoma, Washington, Puerto Rico, and the District of Columbia), the dismissal shall be with prejudice as to ASD Specialty Healthcare for the Covered Conduct and without prejudice as to any other conduct or causes of action against the Cencora Defendants. With respect to Delaware, Hawaii, Louisiana, Montana, New Mexico, Oklahoma, Washington, Puerto Rico, and the District of Columbia, the dismissal shall be without prejudice as to the Cencora Defendants. With respect to the Relator, the dismissal shall be with prejudice as to the Cencora Defendants.

18. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

20. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

22. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

23. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

24. This Agreement is binding on ASD Specialty Healthcare's successors, transferees, heirs, and assigns.

25. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

26. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

27. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date of this Agreement"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: __________ BY: LINDSEY ROSS Digitally signed by LINDSEY ROSS Date: 2026.03.05 14:13:21 -05'00'

LINDSEY ROSS
Assistant United States Attorney
District of Massachusetts

DATED: __________ BY: SPENCER TURNBULL Digitally signed by SPENCER TURNBULL Date: 2026.03.04 20:22:31 -05'00'

SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

ASD SPECIALTY HEALTHCARE, LLC

DATED: 3/5/2026 BY: */s/ Christopher Casalenuovo*
CHRISTOPHER CASALENUOVO
VP, Litigation, Global Investigations, and Security
Counsel for Cencora, Inc., ASD Specialty Healthcare, LLC (d/b/a Oncology Supply Company), and International Oncology Network

DATED: 3/5/2026 BY: */s/ Ryan P. McCarthy*
RYAN P. MCCARTHY
Morgan, Lewis & Bockius LLP
Counsel for Cencora, Inc., ASD Specialty Healthcare, LLC (d/b/a Oncology Supply Company), and International Oncology Network

BRANDON OSBORN- RELATOR

DATED: 03/05/2026 BY: Brandon Osborn
Brandon Osborn (Mar 5, 2026 12:44:54 CST)
BRANDON OSBORN

DATED: 3/5/2026 BY:
DAVID LIEBERMAN
Whistleblower Law Collaborative LLC
Counsel for Brandon Osborn