Third-Party Terms
For
Phathom Pharmaceuticals, Inc.

The Following Third-Party Terms (these "Terms") shall apply where Customer uses, is provided access to, or receives the benefit of any software, equipment, items, services, materials, or other deliverables provided by Phathom Pharmaceuticals, Inc. in relation to Omnicell SPS's provision of items or services to Customer under Customer's agreement or arrangement with Omnicell SPS:

1. Purchases, Inventory Levels, Returns and Recalls, Adverse Events and Product Complaints

1.1 Phathom Pharmaceuticals, Inc. ("**PharmaCo**") hereby designates Customer, and Customer accepts such designation, as an authorized pharmacy of record for the Products for purposes of the Parties' compliance with the Prescription Drug Marketing Act of 1987, as amended by the Prescription Drug Amendments of 1992 and the Drug Quality and Security Act of 2013, including the DSCSA, and as may be further amended from time to time, and any and all other applicable laws and regulations requiring the same or similar designation as an authorized pharmacy of record. PharmaCo and Customer represent and warrant that, to their knowledge, they are authorized trading partners under the DSCSA and a party that experiences a change in its authorized status will notify the other party in writing promptly. PharmaCo agrees to make available and sell Products to Customer at the prices set forth in the Third Party Contract effective as of September 3, 2025 (the "Agreement") made by and between PharmaCo and Omnicell SPS, ("**Omnicell**") and on the terms and conditions set forth in the Agreement and these Product Purchase Terms and Conditions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

1.2 Customer shall issue all purchase orders to PharmaCo by contacting PharmaCo's designated Customer Service partner at 833-779-2620, by Electronic Data Interchange ("**EDI**") or via email at GMB-SPS-PHATHOMPHARMA@cordlogistics.com. All orders must be placed exclusively through the foregoing mechanisms. For the avoidance of doubt, any orders placed through other mechanisms (including without limitation, wholesalers) shall not be eligible for the discounts set forth in the Agreement. By placing an order, Customer makes an offer to purchase that quantity of Products listed in the purchase order and based on the terms and conditions of the Agreement, inclusive of these Product Purchase Terms and Conditions, and on no other terms. All orders are subject to prices in effect at the time the order is received and approval and acceptance of PharmaCo. PharmaCo reserves the right to limit purchase quantities or refuse orders. Limitation or refusal of any order by PharmaCo is final and does not convey to Customer any deferred or backorder rights based on the order as submitted. Any time quoted for delivery is an estimate only. Any variations made to these Product Purchase Terms and Conditions by Customer in any purchase order are void and have no effect.

1.3 PharmaCo may, in its sole discretion, accept or reject any order. PharmaCo may accept any order by confirming the order (whether by written confirmation, invoice, or otherwise) or by delivering the Products, whichever occurs first. PharmaCo shall ship Product F.O.B. destination, freight prepaid by PharmaCo. Title to, ownership of and risk of loss to Product shall remain with

PharmaCo until delivery to the place of destination. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to PharmaCo a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Products wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

1.4 Customer shall inspect Products received under these Product Purchase Terms and Conditions. On the 5th day after delivery of the Products, Customer shall be deemed to have accepted the Products unless it earlier notifies PharmaCo in writing and furnishes written evidence or other documentation as reasonably required by PharmaCo that the Products are damaged, defective, or were delivered to Customer as a result of PharmaCo's error. If Customer notifies PharmaCo pursuant to this Section 1.4, then PharmaCo shall determine, in its sole discretion, whether to repair or replace the Products or refund the purchase price for the Products, together with all shipping expenses reasonably incurred by Customer in connection therewith.

1.5 Customer shall pay all amounts due to PharmaCo in accordance with the timeframe set forth in Agreement. Customer shall make all payments in US dollars by check, wire transfer, or automated clearing house to wire instructions provided with such invoices. PharmaCo doesn't accept credit card payments pursuant to the Agreement. Customer shall perform its obligations under these Product Purchase Terms and Conditions without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by PharmaCo, whether relating to PharmaCo's or PharmaCo's affiliates' breach, bankruptcy, or otherwise.

1.6 Customer agrees: (a) to store, handle and dispense the Products in accordance with all Applicable Laws, all FDA-approved labeling and other requirements for Products, and these Product Purchase Terms and Conditions; and (b) it will not place nor allow any security interest, lien or other encumbrance to be placed on any stored Product, or permit any act that diminishes, interferes or otherwise encumbers PharmaCo's security interest in any such stored Product, any accounts receivables or general intangibles derived from or arising in connection with any such stored Product, and cash or non-cash proceeds of any of the foregoing. Customer shall rotate the stored Product based upon the first expiry, first out (FEFO) inventory system.

1.7 Customer shall create and maintain all documents and other records, manifests, or other documentation, in electronic and/or written form, required to comply with the applicable requirements of the DSCSA and to comply with any record-keeping requirements of all other Applicable Laws, for any Products purchased or received from PharmaCo and dispensed to a Patient.

1.8 The Parties acknowledge and agree that any discounts that are provided for in the Agreement or in any Exhibit thereto are intended to be "discounts or other reductions in price" as contemplated by 42 U.S.C. § 1320a-7b(b)(3)(A) and as set forth in Discount Safe Harbor provided by 42 C.F.R. § 1001.952(h), regardless of how titled. The discounts set forth in the Agreement or in any Exhibit(s) thereto were arrived at as a result of arms length transactions. Customer further acknowledges and agrees that to the extent it may be required to do so under applicable state or federal law, it shall properly disclose and appropriately reflect the discounts provided herein in any costs claimed, or charges made, to Medicare, Medicaid, or other federal or state health insurance programs that cover Patients of Customer and require such disclosure, all as set forth in 42 C.F.R. § 1001.952(h). Customer shall retain documentation with respect to all discounts provided by PharmaCo hereunder, and shall make such documentation available to state or federal officials upon request.

1.9 Upon written notification from PharmaCo to Customer to suspend distribution of any Product, Customer shall immediately suspend its distribution of such Product. Customer shall provide distribution information to PharmaCo for any lots impacted by the recall based on the required level of the recall. If such suspension continues for more than ninety (90) days, PharmaCo will repurchase the Product purchased and held in inventory by Customer at the price paid for such Product by Customer. All such repurchased Product shall be returned to PharmaCo at PharmaCo's expense in accordance with the Return Goods Policy attached to the Agreement. PharmaCo shall promptly notify Customer of any recalls initiated by PharmaCo or required by the FDA. PharmaCo shall provide Customer a third party (e.g., UPS or FedEx) billing number for shipping of recalled Products to PharmaCo (or PharmaCo's designated agent) at PharmaCo's expense, without markup by Customer. Customer shall provide reasonable assistance as requested by PharmaCo at PharmaCo's expense to conduct a Product recall. PharmaCo shall, consistent with Healthcare Distribution Alliance (HDA) guidelines, be responsible for the mailing, shipping, and reasonable administrative expenses incurred by Customer at PharmaCo's request in connection with the recall other than with respect to recalls due to the negligence or willful misconduct of Customer or material breach by Customer of these Product Purchase Terms and Conditions. Notwithstanding the above: (i) in no event will PharmaCo pay more than the amount needed to cover the associated handling and processing, reverse logistics, and/or drug destruction in connection with a recall, and (ii) to the extent such recall is the direct result of Customer's negligence, willful misconduct or material breach of these Product Purchase Terms and Conditions, the cost of the activities set forth in this paragraph shall be at Customer's expense. Customer shall maintain for the longer of two (2) years after termination or expiration of the Agreement or such period required under Applicable Law such information and records as are reasonably required in the event of a Product recall after termination or expiration of the Agreement, and shall make such information available to PharmaCo, at PharmaCo's expense, in the event of such a recall, to the extent permitted by Applicable Law.

1.10 Customer will have the right to return the Products to PharmaCo for credit, and PharmaCo will process and provide appropriate credits to Customer with respect to all Product returns, all in accordance with the return goods policy (the "**Return Goods Policy**") in effect at the time of the return. A copy of the Return Goods Policy in effect as of the Effective Date is attached to the Agreement and incorporated herein. The Return Goods Policy may be amended by PharmaCo from time to time in its sole discretion.

1.11 Adverse Events. **"Adverse Events**" are defined as is any untoward medical occurrence associated with the use of a drug, whether or not considered drug related. If Customer becomes aware of any Adverse Events through information received from someone who has been dispensed the product, Customer shall report these Adverse Events by completing a FDA 3500 Med Watch Form and submitting to FDA, with an email copy sent to PharmaCo at phathom.pharmacovigilance@propharmagroup.com immediately but not later than within twenty-four hours of Customer's awareness of the event and will use best efforts in such report to communicate all available information to PharmaCo. Notwithstanding the foregoing, until PharmaCo completes its internal process changes and Customer completes required PharmaCo training on reporting Adverse Events to PharmaCo in this manner, Adverse Events will be reported on the required timelines to PharmaCo's Contact Center at 1-888-775-PHAT (1-888-775-7428). Examples of adverse events include, but are not limited to, nausea, diarrhea, vomiting, headache, dizziness, swelling of feet, rash, elevated lab result, worsening hypertension, worsening chronic joint pain, drug exposure by pregnant woman, drug exposure by woman breastfeeding, death, hospitalization, etc. Customer shall cooperate in any investigation related to the reported event.

1.12 Product Complaints. A "**Product Complaint"** is defined as any written, electronic or oral communication that alleges deficiencies related to the safety, identity, integrity, strength, purity or quality of a drug supplied by PharmaCo. The term 'Product' includes the drug itself, packaging, and labeling of the prod. If Customer becomes aware of any Product Complaint either through inspection of material upon receipt or through information received from someone who has been dispensed the product, Customer shall report these Product Complaints to the PharmaCo Contact Center at 1-888-775-PHAT (1-888-775-7428) immediately but not later than within twenty-four hours of receipt of the shipment or awareness of the complaint and will use best efforts in such report to communicate all available information to PharmaCo. Customer shall cooperate in any investigation related to the reported complaint. This may include coordination of retrieval of the complaint return sample from the complainant and providing this sample to PharmaCo to aid in the complaint investigation. Examples of product complaints include, but are not limited to, barcode issues, broken tablets/capsules, foreign product in container/package, unusual color/appearance of tablets/capsules, damaged primary (blister) or secondary (carton) package, general package contamination, lack of effect, missing or illegible lot number and/or expiry, short-filled or over-filled blister or carton, and suspected counterfeit/diversion/tampering. Customer will retain records of product complaints for a minimum of 5 years.

1.13 Reconciliation of Adverse Events and Product Complaints. Without limiting Customer's obligations under Section 1.11 and 1.12 and its obligation to respond to inquiries from PharmaCo related to reported Adverse Events and Product Complaints, Customer will reconcile Adverse Events and Product Complaints with the PharmaCo Contact Center on a monthly basis. The PharmaCo Contact Center will send a listing of all Adverse Events and a listing of all Product Complaints received in the previous month to Customer at the email address listed in the Agreement. There will be one report with all Adverse Events and another report with all Product Complaints. Customer will review all Adverse Events they received against the Adverse Event Reconciliation Report. Customer will review all Product Complaints they received against the Product Complaint Reconciliation Report. In the event that there are Adverse Events or Product Complaints that they have reported that are not included in the reports, Customer will send any discrepancy questions to phathompharma@medinfodept.com.

2. Obligations of Customer

2.1 Customer shall process and dispense Product prescriptions in accordance with the Agreement, inclusive of these Product Purchase Terms and Conditions, its standard business practices and Applicable Law, including without limitation applicable State pharmacy laws. Customer shall dispense the Product such that it is shipped to Patients after Customer's receipt of a valid prescription, completed Product program enrollment form, and a verified payment by Patient's insurance provider.

2.2 Customer shall not distribute or generate any promotional material containing claims relating to Product. Customer may, however, provide its Patients with educational information concerning Product.

2.3 The Product purchased by Customer pursuant to the Agreement will be used by Customer for dispensing Product as a pharmacy to Patients pursuant to valid prescriptions. Customer will not wholesale Product purchased under the Agreement.

2.4 Product purchased under this Agreement shall be used only for Customer's clinically appropriate Patients based on the needs of each individual Patient, as determined by the independent clinical judgment of the Patient's prescribing physician;

2.5 Customer shall purchase only that amount of Product that Customer reasonably requires to meet the projected demand for clinically appropriate Patients. Customer shall not take any action that would cause it to stock Product in an amount that exceeds such projected clinically appropriate Patient demand.

2.6 Customer will not offer physicians or any other healthcare professionals any financial inducement to prescribe or switch patients to Product, or any other medically appropriate product.

3. Audit

3.1 Customer shall at all times maintain accurate records with respect to its obligations hereunder as required by Applicable Law. Customer shall, upon written request, allow PharmaCo or its authorized representatives to inspect and audit, at reasonable times, all such documentation and shall furnish such information to PharmaCo as it relates to performance under the Agreement, including these Product Purchase Terms and Conditions, at PharmaCo's sole cost. Any such audit shall be limited to one quality audit and one non-quality audit per calendar year except in the case of a "For Cause" audit. If there are unexpected quality events that warrant a "For Cause" audit, Customer shall, upon written request, allow PharmaCo to conduct said "For Cause" audit.

4. Warranty

4.1 PharmaCo represents and warrants that, at the time of shipment or delivery from PharmaCo, the Products (i) shall not be adulterated, misbranded, or otherwise prohibited within the meaning of the FFDCA, as amended, and in effect at the time of shipment or delivery or within the meaning of any applicable law in which the definitions of adulteration or misbranding are substantially the same as those contained in the FFDCA; and (ii) shall not be articles that may not be introduced or delivered for introduction into interstate commerce under the provisions of Sections 301 or 505(a) of the FFDCA (21 U.S.C.§ 331 and 355(a)), or of Section 351(a)(1) of the Public Health Service Act (42 U.S.C. § 262(a)(1)). In the event that PharmaCo delivers Product in non-conformance at the time of receipt by Customer with these representations and warranties, Customer shall have the right, to the extent set forth in the Return Goods Policy, to return the Product, at the cost and expense of PharmaCo, and PharmaCo shall reimburse Customer any amounts paid by Customer under this Agreement for such non-conforming Product.