

B&I GPO Membership Application

Part I - Account Information *(*Indicates Required Field)*

*Entity Name ("Participating Member"): _____

*Primary Street Address: _____

*City: _____ : _____ *St _____ *Zip: _____

*Phone: _____ Website: _____

Sponsor Name: _____ GolfNow, 722288

Direct Parent (parent company, if different from Sponsor): _____

Relationship to Direct Parent** (Check one - If No Direct Parent, Indicate Participating Member Relation to Sponsor):

Owned Leased Managed Affiliated (Not Owned, Leased or Managed)

** See Bottom of Page 4 for definitions of the types of relationships.

*Primary Service: (Check one)				
Education		Employee Feeding	Recreation	
<input type="checkbox"/> Colleges & Universities	<input type="checkbox"/> Employee Feeding	<input type="checkbox"/> Auditorium/Museum	<input type="checkbox"/> Golf Course/Country Club	
<input type="checkbox"/> Early Childhood Education	Hospitality	<input type="checkbox"/> Camp	<input type="checkbox"/> Stadium/Arena	
<input type="checkbox"/> K-12 Private School	<input type="checkbox"/> Casino	<input type="checkbox"/> Convention Center	<input type="checkbox"/> Zoo	
<input type="checkbox"/> K-12 Public School	<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Park/Recreation/Fairgrounds		
Other Alternate Markets				
<input type="checkbox"/> Business and Industry	<input type="checkbox"/> Catering	<input type="checkbox"/> Charity	<input type="checkbox"/> Community Agency	<input type="checkbox"/> Meals on Wheels
<input type="checkbox"/> Prison/Correctional Health	<input type="checkbox"/> Restaurant**	<input type="checkbox"/> Religious Institute		

** Restaurants must spend at least \$8M annually and be centrally owned/controlled in order to access the Premier Foodservice Program.

Part II - Contact Information *(*Indicates Required Field)*

*First and Last Name: _____

*Title: _____ *Email Address: _____

*Phone: _____

General Terms and Conditions (the "Agreement"):

Participating Member agrees to the following:

- A. Participating Member hereby designates Non-Healthcare Holdings, LLC ("B&I GPO") and Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member and any Child Sites through the group purchasing program operated by Premier ("Premier Program").
- B. Participating Member is hereby notified that Premier Program vendors ("Vendors") pay to Premier an administrative fee, which is a percentage of the purchase price of the Products that Participating Member purchases from such Vendors, which may be apportioned between Premier and B&I GPO pursuant to a separate agreement. Administrative fees will be noted in a report located in Premier's online member portal. Participating Member

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represents, warrants and agrees that its and each of the Child Site's primary purpose is not the provision of healthcare services (a "Healthcare Provider"). In the event Participating Member or Child Site becomes a Healthcare Provider, then Participating Member agrees for itself and each such Child Site to immediately notify Premier and B&I GPO and execute the Premier membership application designated for the healthcare class of trade.

- C. Participating Member will list on Schedule 1 attached to this Agreement the facilities that it intends to serve as Child Sites subject to the terms of this Agreement. Participating Member may update the Child Site list upon written notice to Premier and B&I GPO consistent with the terms of this Agreement. Participating Member represents that it has authority over all purchases, including liability for payment of invoices, for each Child Site listed and that it has the authority to sign and bind each Child Site to the terms of this Agreement.
- D. Participating Member represents and warrants that it complies with all applicable federal, state and local laws and regulations and that it has not: (i) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (ii) been convicted of any crime relating to any federal and/or state program.
- E. In addition to compliance with the terms and conditions contained in this Agreement, Participating Member shall comply with all Premier policies pertinent to the Premier Program, to the extent applicable to Participating Member, as published from time to time and can be found here: forms.premierinc.com/premier-gppbi. Participating Member agrees that in the event of a conflict between any of the terms of this Agreement and any such policy, the terms of this Agreement shall control.
- F. Participating Member will use all Products it purchases through the Premier Program solely for its own operations and will not re-sell any such Products outside of the Participating Member's business operation as indicated on this Agreement or use any such Products to provide services for a facility that is not listed as a Child Site on Schedule 1.
- G. This Agreement represents the entire agreement between Premier and Participating Member regarding the Program and supersedes any prior oral or written agreement concerning such subject matter.
- H. Participating Member agrees to protect the confidentiality of the Premier Program's group contract prices and terms, and in no event to leverage the Premier Program's prices to obtain a better price. Participating Member (and its agents, employees and representatives) shall keep confidential the proprietary and confidential information of Premier and its affiliates and shall not disclose such information to any third parties other than Participating Member's employees with a need to know (who have been made aware of this provision by Participating Member and agree in writing to comply with it). Such confidential information includes, without limitation, Premier's and its affiliate's plans, reports, proposals, agreements, organizational documents, software, pricing information, contract catalogs (printed and electronic) and contract terms and pricing of participating vendors. Participating Member's obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of its membership in Premier and for a period of five (5) years thereafter.
- I. Subject to the confidentiality provisions contained herein and any third-party confidentiality obligations to which Participating Member is subject, Participating Member agrees to permit reasonable access to all data directly related to the purchasing of Products by Participating Member, where such purchases by Participating Member are made under Premier contracts ("Participating Member Data"). Participating Member grants to Premier and B&I GPO and each of their affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data: (i) to provide the Premier Program and other products and services provided, or that may in the future be provided, by B&I GPO, Premier or any of their affiliates; (ii) to perform B&I GPO's and Premier's obligations or to exercise its rights under this Agreement; (iii) as part of products or services provided by B&I GPO and Premier or any of their affiliates for Participating Member, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) for any commercial purpose on a blinded and aggregated basis.
- J. Premier and B&I GPO shall have the right to assign this Agreement and its rights and obligations hereunder to any of its affiliates; provided that any assignment by Premier shall require the prior written approval by B&I GPO.
- K. In the event any Participating Member is operated by a state, federal or municipal agency and therefore subject to applicable open records laws that may require Participating Member to release confidential or proprietary information of Premier and its affiliates, Participating Member shall promptly notify Premier and B&I GPO of any

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request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and use its best efforts to assist Premier in preventing the release of such information to the extent consistent with applicable law.

- L. Participating Member represents and warrants that its execution and performance of this Agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.
- M. Participating Member acknowledges and agrees that none of B&I GPO, Premier, their affiliates or their respective directors, officers, employees and agents will be liable for the acts or omissions of B&I GPO's or Premier's contracted Vendors, or for any representations or warranties made by such Vendors.
- N. Participating Member represents and warrants that Participating Member and its affiliates, and their respective employees, agents and representatives (the "Member Group"), shall not reference Premier, B&I GPO or the Premier Program in any written or verbal communication, including without limitation a reference to the existence of a contractual or other relationship between Participating Member and Premier or B&I GPO, without obtaining Premier's and B&I GPO's prior written consent. In addition, Participating Member acknowledges and agrees that neither Premier nor its partners, including without limitation Participating Member's Sponsor (defined in Section O), will provide the Member Group with access to any Premier tools, including without limitation Supply Chain Advisor and Premier's membership roster. Participating Member further agrees that the Member Group will not use any confidential information of Premier or B&I GPO including any Premier or B&I GPO pricing or membership information, for any business purpose of the Member Group, including without limitation, sales targeting. Any Premier or B&I GPO confidential information obtained by the Member Group will be used solely to purchase Products under Premier group purchasing agreements. If at any time Participating Member enters into a group purchasing agreement with Premier or any of its affiliates (collectively "Premier Group") pursuant to which Participating Member in its role as a supplier under the group purchasing agreement agrees to pay any member of the Premier Group an administrative fee in connection with the purchase of Participating Member's products or services by members of a group purchasing organization operated by any member of the Premier Group, then Participating Member acknowledges that Premier may at its option immediately cease Participating Member's access to Premier's Supply Chain Advisor application (the "SCA") and the data contained therein and, in that event, Participating Member represents it will not thereafter seek to gain access to the SCA or the data contained therein.
- O. Participating Member authorizes Sponsor, Premier and the B&I GPO to individually activate group purchasing contracts on its behalf.
- P. Except with respect to awards made by a request for proposal or other solicitation, Premier, in coordination with B&I GPO, shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or Child Site: (i) in the event Participating Member or such Child Site violates the participation requirements of the Premier Program; or (ii) whose involvement with Premier damages the reputation of Premier and/or any of its affiliates.
- Q. If Participating Member wishes to participate in Premier's foodservice program (the "Foodservice Program"), the terms and conditions of Exhibit A shall apply.

[SIGNATURES ON FOLLOWING PAGE]

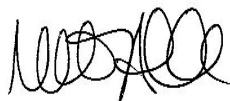
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Signature of Participating Member

Printed Name of Participating Member

Title

Date



Signature of Premier Healthcare Alliance, L.P.
By Its General Partner, Premier Healthcare Solutions, Inc.
Michael Alkire

Printed Name
President and CEO

Title

Andrea Morton

Signature of Non-Healthcare Holdings, LLC
Andrea Morton

Printed Name
SVP, Operations

Title

Signature of Sponsor

Melanie Roberts

Printed Name
Project Manager, ClubBuy

Title

Date

COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER AND B&I GPO.

****Definitions for the types of child sites (from Page 1) (the "Child Site(s))":**

OWNED: A facility is considered to be owned if the Sponsor or Parent directly or indirectly holds (1) a majority of the equity or corporate Membership interests in the facility or the power to appoint a majority of such facility's governing board or (2) a significant interest (which may be less than a majority of the total equity) sufficient to enable operational control and such facility is willing to designate Premier Healthcare Alliance, L.P. and Non-Healthcare Holdings, LLC as its group purchasing organization.

LEASED: A facility is considered to be leased if it is leased and operated by its Sponsor or Parent.

MANAGED: A facility is considered to be managed if the Sponsor or Parent manages such facility in whole or in part (including at a minimum, the supplies purchasing function).

AFFILIATED: A facility is considered to be affiliated if the Sponsor or Parent formally sponsors the facility for participation in Premier's and B&I GPO's group purchasing organization, but does not own, lease or manage it.

Exhibit A

Foodservice Program Participants Terms and Conditions:

If participating in the Foodservice Program, the following Foodservice Program terms and conditions apply:

- A. Participating Member agrees to utilize the Foodservice Program's authorized foodservice distributor (the "Authorized Distributor") as its prime vendor for foodservice distribution, with the intent to purchase a minimum of eighty percent (80%) of its annual food requirements for the Products(s) available from Premier's Authorized Distributor (as measured in dollars). Participating Member authorizes Premier to disclose this Agreement to the Authorized Distributor as part of the Foodservice Program.
- B. Participating Member agrees to comply with the participation requirements of the Premier foodservice distribution program and Vendor Program contracts.
- C. Participating Member agrees, upon termination of its participation in the Premier Program, to promptly purchase or cause a third party to promptly purchase any remaining inventory of specially ordered and/or proprietary products stocked exclusively for the Participating Member.
- D. Participating Member will receive any applicable Vendor rebates that are earned from purchases through Vendors participating in the Foodservice Program via Electronic Funds Transfer (EFT). Participating Member agrees to complete Premier's Direct Deposit Via ACH Form and IRS Form W-9. Participating Member is advised that Premier and its Affiliates do not retain any portion of the Vendor rebates (excluding the administrative fee) generated by Participating Member purchases through the Foodservice Program.
- E. Participating Member hereby acknowledges that the discounts available under Premier Program contracts are exclusive of any additional incentives or rebates that may be offered by contracted Vendors under separate programs. Participating Member hereby agrees not to attempt to access such other incentives or rebates to the extent the applicable products or supplies purchased by Participating Member are purchased under Premier Program contracts.

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Exhibit D – Schedule 1 – Child Site List

Please use the form attached below to list all Child Sites that will be receiving Products through the Premier Program that meet the following requirements below:

1. **The Participating Member has legal authority to sign and bind the Child Site to Program contracts, including the terms of this Agreement.**
2. **The Participating Member has control over all supply chain and purchased services for the Child Site.**

If either of the requirements above are not met, the Child Site must complete its own, separate Membership Application.

By submitting Schedule 1 to Premier and B&I GPO, Participating Member certifies that the responses listed on Schedule 1 are true and accurate.

Participating Member authorizes and designates its Sponsor, distributor/wholesaler or other agent to add new Child Sites by submitting to Premier a list of new Child Sites on the attached form or by other written communication for the same purpose. Participating Member acknowledges and agrees that by making or authorizing any such future submissions of Child Site(s), unless expressly stated otherwise in the applicable submission, Participating Member certifies that it (1) has legal authority to sign and bind the Child Site(s) to contracts, including the terms of this Agreement, and (2) has control over all supply chain and purchased services for the Child Site(s).



Exh D - Sch 1 List of
Child Sites Non-Healthl

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