ClubBuy PREMIER

Membership Application

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

*Facility Name ("Participating Member"): _____

*Primary Street Address: _____

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

*Phone: _____ Website: _____

Sponsor Name: GolfNow - 742402

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**	
☐ Colleges & Universities	☐ Employee Feeding	☐ Auditorium/Museum	☒ Golf Course/Country Club
☐ Early Childhood Education	**Hospitality**	☐ Camp	☐ Stadium/Arena
☐ K-12 Private School	☐ Casino	☐ Convention Center	☐ Zoo
☐ K-12 Public School	☐ Hotel/Motel	☐ Park/Recreation/Fairgrounds	

Other Alternate Markets				
☐ Business and Industry	☐ Catering	☐ Community Agency	☐ Restaurant**	☐ 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 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 through the group purchasing program ("Program"). Participating Member hereby acknowledges and agrees that Premier will act as Participating Member's primary group purchasing organization for the Products it elects to access through the Program. To the extent there is no conflict with Participating Member's existing vendor agreements and for the Products that Participating Member elects to access through the Program, Participating Member will utilize Premier's Program contracts and will look first to the Program for its purchasing needs and give first consideration to Premier's Program contracts. Participation by Participating Member in the Program is expected at the overall portfolio level rather than at the individual contract basis.

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B. Participating Member is hereby notified that Program vendors ("Vendors") pay to Premier an administrative fee of three percent (3%) or less of the purchase price of the Products such Vendors provide, which may be apportioned between Premier and its affiliates pursuant to separate agreement. In the event there are any exceptions to the foregoing statement, they will be noted in a report located in Premier's online member portal. Participating Member represents, warrants and agrees that it is not a healthcare provider of service. In the event Participating Member becomes a healthcare provider of service, then Participating Member agrees to immediately notify Premier 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 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 Program, to the extent applicable to Participating Member, as published from time to time on Premier's website. 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 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 Program's group contract prices and terms, and in no event to leverage the 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, clinical studies, 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: (1) Premier contracts; or (2) in Participating Member's sole discretion, other vendor contracts, to determine whether Premier can provide pricing and Products to Participating Member that are in the Program (subclauses (1) and (2) are collectively "Participating Member Data"). Participating Member grants to Premier and its 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 Program and other products and services provided, or that may in the future be provided, by Premier or any of its affiliates; (ii) to perform Premier's obligations or to exercise its rights under this Agreement; (iii) as part of products or services provided by Premier or any of its 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 shall have the right to assign this Agreement and its rights and obligations hereunder to any of its affiliates.

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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 of any 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 Premier, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Premier's contracted Vendors, or for any representations or warranties made by such Vendors.

N. If Participating Member sells products and/or services to other businesses then the following additional terms apply: 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 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, thirty (30) days after the date of award of such agreement, (i) this Agreement shall automatically terminate; and (ii) Participating Member's membership in the Program shall terminate. 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 or Premier's group purchasing 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, without obtaining Premier'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, including any Premier pricing or membership information, for any business purpose of the Member Group, including without limitation, sales targeting. Any Premier confidential information obtained by the Member Group will be used solely to purchase Products under Premier group purchasing agreements.

O. Participating Member authorizes Premier and the Sponsor named on the first page of this Agreement, if applicable ("Sponsor"), to individually activate group purchasing contracts on its behalf.

P. Premier shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or any facility or organization: (i) in the event Participating Member or such facility or organization acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the Program; or (ii) whose involvement with Premier has the potential to damage the reputation of Premier and/or any of its affiliated companies.

Q. If Participating Member wishes to participate in the Premier foodservice program, the terms and conditions of Exhibit A shall apply.

R. Participating Member will not independently solicit quotations from a Premier Vendor for Products covered in the Program without any involvement by Premier. To the extent consistent with the participation expectations of the Program, any locally negotiated arrangements between Participating Member and contracted Vendors in the Program shall be subject to the terms and conditions of the applicable Premier Program contract such that Premier is credited with any sales resulting from such arrangements.

[SIGNATURES ON FOLLOWING PAGE]

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Signature of Participating Member	Signature of Sponsor Melanie Roberts
Printed Name of Participating Member	Printed Name of Sponsor Operations, ClubBuy
Title	Title
Date	Date

Email the completed application and exhibits to melanie.roberts@nbcuni.com for sponsor signature.

COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER.

****Definitions for the types of Direct Parent Relationships (from Page 1):**
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. as its primary 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 group purchasing organization, but does not own, lease or manage it.

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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 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 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 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 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 Program.

E. Participating Member hereby acknowledges that the discounts available under 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 Program contracts.

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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, 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_6-9-21_No

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