

Ally Family of GPOs Membership Agreement

This Agreement (“**Agreement**”) is made between GPO and Member (both defined below). This Agreement is effective as of _____ (“**Effective Date**”). GPO and Member are called “**Party**,” or collectively “**Parties**”.

1. Member. The “**Member**” is:

Member Info
Legal Name: <hr/>
DBA (Doing Business As): <hr/>
Entity Type (LLC, Corporation, PA, etc): <hr/>
State of Incorporation: <hr/>
Approx. # of Physicians: <hr/>
Number of Facility Locations: <hr/>
Primary Medical Specialty: <hr/>

2. Primary Contacts. The Parties’ primary contacts for this Agreement will be:

Member Contact
Name: _____ Title: _____ Address: _____ Telephone: _____ Email: _____

3. Background. GPO’s mission is to support community-based patient care by uniting and strengthening a network of forward-thinking specialty practices. On a foundation of partnership with its Members, GPO develops solutions and secures opportunities that feed the operational, clinical, and financial needs of its independent specialty practices.

Partnership is at the heart of the GPO. GPO will strengthen this partnership: (i) by establishing and reinforcing a physician-led ethos; (ii) by engaging with, listening to, and

supporting its Members; and (iii) by delivering solutions and opportunities that buoy its Members and its community.

Members in GPO want to fortify this partnership and this community by, for example: (a) engaging with, sharing insights with, and positively influencing the GPO; (b) participating actively in GPO meetings, events, and webinars with physician and admin attendance whenever possible; and (c) using GPO contracts when procuring contracted products and services.

4. **Structure of Relationship.** GPO makes its membership process easy: Members select which of the below Appendices apply, and the selected Appendices are then incorporated into this Agreement by reference. As/if the relationship evolves, Member and GPO can simply add appendices. The term “**Agreement**”, where applicable, means the Agreement and all Appendices. This Agreement includes the appendices selected below and attached (individually an “**Appendix**,” collectively the “**Appendices**”):

Appendix	Appendix Applicable to Member?	Title(s)
A	<input checked="" type="checkbox"/>	Standard Membership Terms and Conditions
B	<input type="checkbox"/>	Affiliated GPO Participation Addendum
C	<input type="checkbox"/>	Member Locations
D	<input type="checkbox"/>	Practice Attestation Form
E	<input type="checkbox"/>	AllyIQ Terms and Conditions
Subsequent Appendices		Subsequently executed Appendices (if any)

Intending to be legally bound, for good and valuable consideration, the receipt, and sufficiency of which is acknowledged, the Parties by their duly authorized representatives have executed this Agreement/Appendices (electronically or by other means, in one or more counterparts, which together will be treated as one original whole).

MEMBER

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

Date: _____

ALLY _____, LLC, a Delaware limited liability company (“GPO”)

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

Date: _____



APPENDIX A

STANDARD MEMBERSHIP TERMS AND CONDITIONS

1. Membership.

1.1 GPO Services. Member engages GPO as its group purchasing organization to, among other things, negotiate and enter into agreements with discounts and rebate opportunities with vendors, including manufacturers or other third parties ("GPO Partners", collectively such agreements are "GPO Partner Contracts"). GPO may agree to terms in its GPO Partner Contracts, including, but not limited to auditing, discounted pricing, rebate opportunities, performance tiers, or benefits on behalf of its Members. Member authorizes GPO, as the authorized agent for Member and in its name, to, without limitation: (a) negotiate the terms of and enter into GPO Partner Contracts, and to cancel, amend, or modify any GPO Partner Contracts as it considers necessary, advisable, or appropriate; (b) receive from GPO Partners, third party organizations including other GPOs, distributors, and e-commerce companies, data relating to purchases of products and services under GPO Partner Contracts by Member; (c) retain any administrative and other fees arising from any purchases made by Member under any GPO Partner Contract; and (d) take any other actions necessary or appropriate to administer the GPO.

1.2 Member Participation in GPO Partner Contracts. GPO is a third-party contracting services agent for Member, and will neither take title to, nor have to pay for, any products or services by virtue of this Agreement, by any order placed by Member, or for any products received by Member. All buying by Member under GPO Partner Contracts will be in the name of Member. Each GPO Partner will determine Member's eligibility to purchase under a GPO Partner Contract, and Member will purchase products and services directly from the applicable GPO Partner or the designated distributor under each GPO Partner Contract in which Member elects to participate. Member will be solely responsible for product payments and compliance with all other obligations in Member's capacity as the purchaser under each such GPO Partner Contract. Member agrees to be bound by the applicable terms of all GPO Partner Contracts under which they purchase products or services.

Member releases and holds harmless GPO from any liability or claims regarding such actions and obligations of Member and the GPO Partners.

1.3 Affiliated GPOs. If Member is a multispecialty practice or multispecialty site, Member may qualify to participate in separate GPOs affiliated with GPO, and which have negotiated specialized GPO Partner Contracts related to their respective specialty (such GPOs, "**Affiliated GPOs**"). If Member qualifies to participate in a separate Affiliated GPO and the Affiliated GPO desires to have Member participate in its GPO, Member may become a member of the Affiliated GPO(s) by executing an addendum in the form in **Appendix B**. In such case, Member and Affiliated GPO will form contractual privity under the addendum, and for all such Affiliated GPO relationships Member agrees that: (a) as to any dispute between Affiliated GPO and Member, GPO is not to be held responsible for, liable for, or involved in litigation or disputes Member may have with the Affiliated GPO; and (b) GPO is a distinct legal entity from the Affiliated GPO.

2. Term. This Agreement will be effective for two (2) calendar years and will renew automatically for subsequent two (2) year terms unless terminated under this Agreement (the initial term and renewals, collectively, the "**Term**").

3. Termination.

3.1 For Convenience. Either party may terminate this Agreement, without cause, upon providing sixty (60) days prior written notice.

3.2 For Cause. Upon a breach of any provision, the non-breaching Party will notify the breaching party in writing of the specific nature of the breach. If the breaching Party does not cure within thirty (30) days of receiving a notice of any material breach that will cause substantial economic damage, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party.

3.3 Responsibilities Upon Termination and Effect of Termination. Upon a termination of this Agreement under the provisions herein, for any reason, by either Party, the terminating Party

will have no direct or indirect financial responsibility to the other Party or such Party's owners or affiliates, arising from the termination, either as a termination fee, cancellation fee, or penalty, either liquidated or otherwise, or in lost profits or benefit of the Agreement. Termination of this Agreement will not terminate the purchases or services (including the warranty protections) that Member is entitled to receive or has made under the GPO Partner Contracts obtained during the Term. However, Member will no longer be able to obtain products and services under GPO Partner Contracts after the termination date, except when any specific agreements between any GPO Partner and Member, by their terms, survive termination of this Agreement.

4. **Non-Diversion / Own Use / Attestation.** Member represents and warrants the following during the Term of the Agreement:
- Every purchase of a product/services made by Member through any GPO Partner Contract will be for Member's ultimate consumption or "**Own Use**," and not for resale, as defined in *Abbot Labs v. Portland Retail Discount Druggist Ass'n, Inc.* (425 US 1, 1976), and its successor line of cases ("**Own Use**").
 - Member, and any sites owned or operated by Member that are enrolled in GPO, operate in the Physician Class of Trade.

Member will complete and execute Appendix D: the Practice Attestation Form. Member will provide more documentation to support these representations and warranties upon request of GPO. Member agrees to notify the GPO in writing if it no longer complies with the foregoing. Any such change may result in termination of membership.

Member further agrees:

- Member will not divert, deliver, transfer, distribute, or sell any product or service purchased under any GPO Partner Contract to any wholesaler, distributor, or other person or entity.
- Member attests that all of its current/future locations (that are enrolled in the GPO) that dispense medications operate as closed-door, own-use facilities and meet the

criteria for Stark Law exception(s) at 42 C.F.R. § 411.355.

If Member breaches **this Section**, Member will immediately notify GPO in writing. Further, Member will be liable for all losses or costs incurred by GPO, the applicable GPO Partner, and any other applicable manufacturers and distributors. In addition, GPO may require repayment by Member of any payments or benefits provided.

5. **Member's Designated Representative.** Member will appoint a designated representative, ("**Representative**"), with whom GPO's employees or agents may confer about matters of operations under the Agreement and who will be responsible for responding to requests from, and providing information to, GPO. The Representative will also provide GPO with accurate and current data on all of Member's sites to which Member expects delivery of products purchased under GPO Partner Contracts, and the Representative will provide GPO with updated data before any change to such data. Data provided will include the title of the person responsible at the Member for the ordering of products and services under a GPO Partner Contract, main address, main telephone number of the location of the person responsible, and any other information reasonably requested.

6. **Fees.**
- 6.1 **Administrative Fees Paid by GPO Partners.** GPO is a "group purchasing organization" that is structured to comply with the requirements of the "safe harbor" regulations regarding payments to group purchasing organizations in 42 C.F.R. § 1001.952(j). At its option, GPO may charge a GPO Partner an administrative fee that equals a percentage of the purchase price of the products or services sold to all Members (including Member) under the applicable GPO Partner Contract, not to exceed 3%. For any Administrative Fee that exceeds 3%, GPO will disclose the amount of the fee to Member via email (and such email will become part of this Agreement).
- 6.2 **Rebates.** GPO agrees to pay to Member any funds received from GPO Partners designated as GPO Partner rebates (if any)

based on purchases of products and services by Member during the Term. Member will provide GPO with direct deposit/ACH information for rebates or information for payment by check, a Form W9, and any other information reasonably requested by GPO.

6.3 Other Fees. At its option, GPO may charge (and solely retain) fees to a GPO Partner apart from the administrative fees described in this Section, for marketing or other services rendered by GPO (or its affiliates) that are separate and distinct from GPO's group purchasing services.

6.4 Compliance Obligations Related to Fees.

6.4.A Member Obligations. For purchases under GPO Partner Contracts or GPO Partner rebates it receives from GPO or directly from GPO Partners, Member agrees to comply with the terms of 42 C.F.R. § 1001.952(j), as it may be amended, and acknowledges notice of this regulation's reporting and information provision obligations. Likewise, Member will comply with the discount reporting requirements (including, but not limited to, price reductions, rebates, and receipt of free items) required by applicable Medicare law and regulations. See 42 C.F.R. § 1001.952(h).

6.4.B GPO Obligations. GPO will ensure that its fees paid by GPO Partners comply with applicable law. GPO will disclose to Member in writing at least annually, and to the Secretary of Health and Human Services upon request, the amount of administrative fees received from each vendor/supplier regarding purchases made by or on behalf of Member under the regulatory "safe harbor" applicable to group purchasing organizations (42 C.F.R. § 1001.952(j)).

7. Member Locations. The location of any Member affiliates/subsidiaries is listed in **Appendix C**, each hereinafter in this Section, "Member Facility(ies)". Member will notify GPO electronically of all Member Facilities in the form/manner designated by the GPO. As requested by GPO, Member will provide GPO with any other additional relevant information for each Member Facility. Member will continually update GPO as it add/deletes Member Facilities. Member and GPO agree that upon Member's provision of each updated electronic file or acceptable alternative listing of Member

Facilities, such will be treated as an amendment to **Appendix C** to this Agreement. GPO may deny addition of any location if such would result in Member being in breach of this Agreement or if such Member Facility is not sufficiently owned/affiliated with Member to let GPO meet the requirements of its GPO Partner Contracts and applicable law. By adding a Member Facility, Member represents and warrants that Member is legally authorized to bind and accept legal communication and disclosures on behalf of such Member Facility. All agreements and terms and conditions related to membership apply to each Member Facility in the same manner as they apply to Member. Member shall be responsible for providing Member Facilities with the terms of this Agreement. GPO Partner Contracts, and any other agreement executed by Member in connection with membership hereunder. Member Facilities not added under the terms of this Section are not eligible to purchase products under the GPO Partner Contracts.

8. Compliance with Law. Each Party will comply with all applicable federal, state, or local constitutional provisions, laws, rules, regulations, ordinances, orders, judgments, or decrees issued by judicial, governmental or regulatory authority (collectively, "**Law**") applicable to the conduct of each Party arising out of, or related to, this Agreement. Each Party is responsible for its own legal compliance. Each Party is responsible for their own compliance with Law. Neither Party is relying upon, nor entitled to rely on, the other Party's assertions about compliance with Laws. Nothing in this Agreement or any other relationship of the Parties will be construed as requiring or inducing any Party or any of its owners, directors, members, officers, employees, affiliates, contractors, or agents to refer any patients or business to the other Party. Nothing in this Agreement or any other relationship of the Parties will be construed as providing for payments over the fair market value or comparable compensation paid to professionals for their services in comparable locations and circumstances. Neither Party to this Agreement was selected by the other Party, or made its determination to enter into this Agreement, based on the volume or value of the previous referrals, current referrals, or anticipated future referrals to/from either Party. Referrals between the

Parties are explicitly not a condition for entering into or continuing the relationship memorialized in this Agreement.

9. **Exclusion from Health Care**

Programs. GPO and Member represent that they and their employees have not been excluded from participation in a Federal Health Care Program. Each Party agrees to notify the other within five (5) business days of receipt of final notice of exclusion from any Federal or State Health Care Program. The listing of either Party on the OIG's exclusion list or OIG's website for excluded individuals/entities will constitute "exclusion" from a federal health care program. If GPO or Member is excluded from any Federal or State Health Care Program, this Agreement will immediately terminate. If a Party is excluded from any Federal or State Health Care Program ("Excluded Party") and fails to notify the other ("Non-Excluded Party") within five (5) business days of receipt of final notice of exclusion by such Party, then the Excluded Party agrees to indemnify the Non-Excluded Party for any sanctions, penalties, or fines incurred under the federal Civil Monetary Penalty Law (Section 1128A of the Social Security Act), and Accounting Act of 1996 or under any Federal Law, because of the Non-Excluded Party entering this Agreement.

10. **Records / Audit.** Each Party to this Agreement will maintain all information related to its performance under this Agreement in a current, detailed, organized, and comprehensive manner and under customary industry practice and applicable Law. Each Party will maintain such records in readily accessible form, for a period of at least six (6) years from the applicable service date, or to the extent required by applicable Law, whichever is longer. Upon GPO giving Member reasonable notice, Member will provide GPO reasonable access to such records to audit Member's compliance under this Agreement or to assist GPO's efforts to audit GPO Partners.

11. **Member Data.**

GPO will be the exclusive owner of any non-patient data gathered by the GPO, including, without limitation, pricing data and compilation of pricing data and purchasing transaction data

related to GPO Partners and GPO Partner Contracts. GPO may use/disclose such information for any legally permissible purpose, including, without limitation, market assessment and negotiation purposes.

Subject to any applicable confidentiality agreement, Member authorizes GPO to have access to Member's purchasing transaction data, whether through or from GPO Partners, distributors, group purchasing organizations, or any business-to-business e-commerce companies through which orders for GPO Partner products and services are placed by Member. Member further authorizes GPO to provide such purchasing transaction data to GPO Partners to improve product and service offerings available for purchase under a GPO Partner Contract, provided no portion of the data contains any patient health information.

GPO may request no more often than quarterly that Member provide GPO with Member's historical purchasing data for the previous six (6) months and the projected purchasing requirements for the next twelve (12) months. Member will use its best efforts to provide this information by thirty (30) days after the request. Subject to any applicable confidentiality agreement, such historical purchasing transaction data will include data related to purchases of GPO Partner products and services both under and not under GPO Partner Contracts.

12. **Indemnification.** To the extent permitted by Law, Each Party will indemnify, defend, and hold harmless the other Party, and its shareholders, directors, officers, agents, affiliates, employees, successors, and assigns against any losses, claims, liabilities, shareholders, lawsuits, costs, damages, and expenses including reasonable attorneys' fees and court costs, arising out of, incident to or occasioned by or attributable to: (a) the breach by the Party of any representation, warranty, covenant or obligation; (b) any intentional or negligent act or omission by such Party, its employees, contractors or agents in the performance of this Agreement; or (c) any violation of any applicable Law.

13. **Confidentiality.** Each Party will hold the other Party's confidential and proprietary information, including, but not limited to, the terms of this Agreement and the proposed and actual GPO Partner Contract prices and terms, in confidence. Each Party will not use or disclose such information to any person or entity without the prior written consent of the other Party, except that the foregoing will not apply to information which: (i) is generally available to the public or was already known at the time of the disclosure, as shown by a Party's written records; (ii) becomes available on a non-confidential basis from a source other than the other Party which source was not itself bound by a confidentiality agreement; (iii) must be disclosed by Law, provided that the revealing Party provides reasonable prior written notice of such disclosure and uses all reasonable efforts to reduce the extent of such disclosure. Each Party will use confidential and proprietary information only for that Party's performance of this Agreement or as otherwise allowed by this Agreement, and upon the termination of this Agreement, or at the request of the other Party, will return or destroy all materials containing any portion of the confidential and proprietary information. However, one (1) copy of the confidential information may be retained solely to monitor a Party's ongoing obligations under this Agreement. The non-disclosing Party will receive injunctive relief to prevent a breach or threatened breach of **this Section**, along with all other remedies that may be available. **This Section** will survive termination or suspension of this Agreement.

14. **WARRANTIES AND LIMITATION OF LIABILITY**

14.1 **WARRANTY.** GPO MAKES NO GUARANTEES AS TO MEMBER'S EXPERIENCE OR SATISFACTION WITH ANY SUPPLIER AND MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE GOODS OR PRODUCTS OR SERVICES TO BE PROVIDED BY A SUPPLIER UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT

AGAINST ANY THIRD PARTY PATENT OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, AND ANY WARRANTY ARISING OUT OF PRIOR COURSE OF DEALING OR USAGE OF TRADE. WHILE GPO USES REASONABLE EFFORTS TO ENSURE THAT THE PRICING, PRODUCT INFORMATION, AND OTHER INFORMATION AVAILABLE TO MEMBER THROUGH ITS TECHNOLOGY APPLICATIONS IS CURRENT AND ACCURATE, GPO CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF IT.

14.2 **LIMITATION OF LIABILITY.** IN NO EVENT WILL GPO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BECAUSE OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, OR OTHERWISE. THE ENTIRE LIABILITY OF GPO FOR ANY ACTION, CLAIM, OR CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE ADMINISTRATIVE FEES RECEIVED BY GPO FROM SUPPLIERS THAT RESULTED FROM MEMBER'S SPECIFIC PURCHASES UNDER SUPPLIER CONTRACTS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LIABILITY.

15. **Miscellaneous**

15.1 **HIPAA.** Each Party will comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and its amendments and implementing regulations ("**HIPAA**").

15.2 **Governing Law; Venue; Jurisdiction.** This Agreement, any additional applicable terms incorporated by reference there in, and each Party's rights and obligations under each will be governed by and construed under the laws of Delaware without giving effect to conflicts of law principles. The Parties submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Delaware in any litigation arising out of the Agreement.

15.3 **Waiver of Jury Trial.** EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT WHICH SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

15.4 **Attorneys' Fees.** If either Party begins legal action related to any claim or controversy between the Parties for any matter arising out of this Agreement, the non-prevailing Party will pay all costs and reasonable attorneys' fees incurred by the prevailing Party.

15.5 **Drafter; Legal Counsel and Accounting Advice.** No Party will be considered the drafter of this Agreement or any paragraph or term of this Agreement, and no presumption will apply to any Party as the "drafter." EACH PARTY HAS BEEN ADVISED OF ITS RIGHT TO, AND THE ADVISABILITY OF, ENGAGING AND SEEKING THE ADVICE OF INDEPENDENT COUNSEL AND HAS HAD THE FULL AND ADEQUATE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT COUNSEL OF ITS OWN CHOOSING IN EVALUATING THE CONTEMPLATED TRANSACTION AND ENTRY INTO THIS AGREEMENT.

15.6 **Notices.** Any written notice required or permitted to be delivered by this Agreement will be considered to have been effectively delivered or given and received on the date personally delivered to the Party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the Parties at the addresses on the signature page(s) above.

15.7 **Relationship of the Parties.** This Agreement creates no franchise, joint venture, partnership, or other similar legal relationship between GPO and Member. No Party has the authority to bind or act on behalf of the other Party except as otherwise specifically stated. There are no third-party beneficiaries of or to this Agreement.

15.8 **Drug Enforcement Administration Registration Numbers / HIN Numbers.** Member consents to GPO providing to GPO Partners the DEA Numbers and HIN Numbers for Member and Member's locations, Member also consents to GPO receiving such numbers and other necessary information from GPO Partners, authorized GPO distributors, and any other sources.

15.9 **Assignment.** Neither Party may assign this Agreement or assign, transfer, or delegate rights or obligations under this Agreement, without the other Party's prior written consent, provided, however, that GPO may freely assign this Agreement to any affiliate, subsidiary, parent, or commonly controlled entity of GPO without the consent of Member.

15.10 **Force Majeure.** The obligations of the Parties to perform under this Agreement will be excused during each period of delay caused by acts of God, by shortage of power or materials, by government orders or by other events beyond the reasonable control of the Party.

15.11 **Entire Agreement.** This Agreement, including the attached appendices, is the entire understanding and agreement between Member and GPO related to the topic of this document, and supersedes all past negotiations, agreements, and understandings among the Parties, whether oral or in writing, about the topic. In order of priority, later executed Appendices control, supersede, and change any conflicting terms within the Standard Membership Terms and Conditions, and subsequently executed Appendices control, supersede, and change any prior conflicting Appendix.

15.12 **Amendment and Waiver.** This Agreement may be amended, supplemented, or otherwise changed only through a written instrument signed by authorized representatives of both Parties. Any waiver of any rights or failure to act in a specific instance will relate only to such instance and will not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

15.13 **Severability Clause.** If any provision in this Agreement will be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired and such provision will be



ineffective only to the extent of such invalidity, illegality, or unenforceability.

15.14 **Headings.** The section headings in this Agreement are inserted for convenience of

reference only and will not affect the meaning or interpretation of this Agreement.

APPENDIX B

AFFILIATED GPO PARTICIPATION ADDENDUM

Member maintains a multi-specialty practice and Member's specialties qualify it for membership in the following Affiliated GPOs:

Affiliated GPO	Specialty	Member Elects Into Affiliated GPO?	Member DBA for Specialty (if any)	
INSERT FULL LEGAL ENTITY NAME	INSERT	<input checked="" type="checkbox"/>		
INSERT FULL LEGAL ENTITY NAME	INSERT	<input type="checkbox"/>		
INSERT FULL LEGAL ENTITY NAME	INSERT	<input checked="" type="checkbox"/>		
INSERT FULL LEGAL ENTITY NAME	INSERT	<input checked="" type="checkbox"/>		

By electing into the Affiliated GPO(s) selected above (if any), Member agrees to participate as a member in said Affiliated GPO(s) on the same terms and conditions as this Agreement.

By executing below, Member agrees that it will be contractually bound to the selected Affiliated GPO(s), and for all such Affiliated GPO relationships Member agrees that: (a) as to any dispute or other matter between an Affiliated GPO and Member, neither GPO nor the other Affiliated GPOs are to be held responsible for, liable for, or in any other way involved in the same; and (b) each Affiliated GPO is a separate and distinct legal entity from the Main GPO and the other Affiliated GPOs.

MEMBER

 Printed Name: _____
 Title: _____
 Date: _____



APPENDIX C
Member Affiliate/Subsidiary Locations

The below locations will be added to Membership as outlined by the Agreement.

Site Name	Street Address 1	Street Address 2	City	State	ZIP	HIN	DEA	Primary Contact Name	Primary Contact Title	Primary Contact Phone	Primary Contact Email	Entity Address	Dispensing Location

APPENDIX D
Practice Attestation Form

Member understands the eligibility requirements of the GPO and attests to the following statements (check all that apply):

☐ Member represents that every purchase of a product/services made by Member and any sites owned or operated by Member through any GPO Agreement will be for Member's ultimate consumption or "Own Use," consistent with paragraph 4 of the Agreement.

☐ Member, and any sites owned or operated by Member and enrolled in GPO, operate in the Physician Class of Trade.

☐ Member, and any sites owned or operated by Member and enrolled in GPO, certify that we bill under CMS-1500 billing requirements.

By signing herein, Member agrees to notify the GPO in writing if it no longer complies with any of the Attestations above and recognizes that any such change may result in termination of membership.

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX E
AllyIQ Terms of Use

GPO has created and maintains a suite of administrative and analytic tools for its Members. As a result of joining GPO, GPO agrees to provide Member with access to AllyIQ subject to the following terms and conditions:

1. **Confidentiality:** Member recognizes that the contents, capabilities, functionality, and details of AllyIQ are confidential and proprietary tools belonging to GPO and are protected Confidential Information under **Section 13** of the Agreement.
2. **Reporting of Rebates:** AllyIQ includes information on discounts and rebates provided to Member on GPO Partner Contracts. For purchases under GPO Partner Contracts or GPO Partner rebates it receives from GPO or directly from GPO Partners, Member agrees to comply with the terms of 42 C.F.R. § 1001.952(j), as it may be amended, and acknowledges notice of this regulation's reporting and information provision obligations. Likewise, Member will comply with the discount reporting requirements (including, but not limited to, price reductions, rebates, and receipt of free items) required by applicable Medicare law and regulations. See 42 C.F.R. § 1001.952(h).
3. **User Permissions:** GPO provides access to AllyIQ to employees and representatives of Member who have been registered by Member and authenticated into the system ("**Users**"). Member is responsible for designating a User Administrator responsible for authorizing new Users or communicating changes in User Permissions to GPO. While some information on AllyIQ is accessible by all Users, other information is accessible only to Users with certain Permissions including: (i) Administrative Permissions which allow Users to access, among other things, operational dashboards and GPO contract summaries; (ii) Analytics Permissions which allow Users to access, among other things, GPO contract performance analytics and business intelligence dashboards; and (iii) Inventory Permissions which allow Users access to the AllyIQ Inventory Application.
4. **Subject to Change:** GPO reserves the right to amend the AllyIQ Terms of Use. By using AllyIQ, Member agrees to the current Terms of Use, which are accessible at any time at <https://allygpo.com/hubfs/AllyIQ%20Legal%20Documents/Terms%20and%20Conditions%20UPDATED%2020240814.pdf>.
5. **Data Accuracy and Limitation of Liability:** AllyIQ contains information and analytics sourced from a variety of sources that may include GPO's distribution partner, biopharmaceutical partners, practice management systems, electronic health records, CMS, and other third parties and third-party systems. AllyIQ also contains analyses of data including estimates, projections, and hypothetical scenarios. While GPO takes great care to ensure the quality of information and analyses on AllyIQ, GPO does not make any representations, warranties, or



guarantees as to the accuracy, reliability, or completeness of any data or information provided or exchanged under or through AllyIQ. GPO expressly disclaims any and all liability for any errors, inaccuracies, or incompleteness in any such data or information, and GPO will not be liable for any decisions made or actions taken in reliance upon such data or information. Member agrees to hold GPO harmless for any inaccuracies within AllyIQ and for any actions or decisions taken as a result of information or analyses from AllyIQ.



User Permissions

The following table establishes Member's AllyIQ Users. The User Administrator may communicate changes to this table via email to operations@allygpo.com.

User Administrator: responsible for authorizing new Users or communicating changes in User Permissions to GPO

First Name	Last Name	Title	Email	Phone Number	Parent Name	Parent ID	Administrative	Permissions Analytic	Inventory
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Only designate one person as the User Administrator

Other Users:

First Name	Last Name	Title	Email	Phone Number	Parent Name	Parent ID	Administrative	Permissions Analytic	Inventory
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

By signing herein, Member agrees to the AllyIQ Terms of Use.

MEMBER

 Printed Name: _____
 Title: _____
 Date: _____



User Permissions – Grandparent Entity

The following table establishes Member's AllyIQ Users. The User Administrator may communicate changes to this table via email to operations@allygpo.com.

User Administrator: responsible for authorizing new Users or communicating changes in User Permissions to GPO

First Name	Last Name	Title	Email	Phone Number	Grandparent Name	Grandparent ID	Administrative	Permissions Analytic	
							<input type="checkbox"/>	<input type="checkbox"/>	

*Only designate one person as the User Administrator

Other Grandparent Users:

First Name	Last Name	Title	Email	Phone Number	Grandparent Name	Grandparent ID	Administrative	Permissions Analytic	
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	

Permissions for Users at Parent Entities:

Permission Category	Permissions	
	Yes	No
Can Parent-level Users view GPO contract performance at the Grandparent level? (e.g. The Grandparent entity is forecast to earn a X% rebate on Product ABC)	<input type="checkbox"/>	<input type="checkbox"/>
Can Parent-level Users view their Practice's share of GPO contract performance at the Grandparent level? (e.g., the Grandparent entity is forecast to earn a X% rebate on Product ABC; that X% rebate is worth \$ZZ to this Practice)	<input type="checkbox"/>	<input type="checkbox"/>



First Name	Last Name	Title	Email	Phone Number	Parent Name	Parent ID	Administrative	Permissions	Inventory
		Ally Family of GPOs Membership Agreement			AllyGPO®		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Parent Users:

By signing herein, Member agrees to the AllyIQ Terms of Use.

MEMBER

Printed Name:

Title:

Date: