

**EXHIBIT A-2**  
**Participating Member Program Enrollment Agreement**

	Federal Express Corporation and FedEx Ground Package System, Inc. by their agent, FedEx Corporate Services, Inc.
CONTRACTOR:	_____
CONTRACT NUMBER:	PP-MM-428
SERVICE TYPE:	Inbound and Outbound Freight

**FEDEX / PREMIER HEALTHCARE ALLIANCE, L.P.**  
**PARTICIPATING MEMBER PROGRAM ENROLLMENT AGREEMENT**

**Participating Members may also enroll via the FedEx online enrollment at the following link:**

<http://enrollandsave.fedex.com/4471/>

1. Federal Express Corporation and FedEx Ground Package System, Inc. by their agent, FedEx Corporate Services, Inc. (collectively, "Contractor") and \_\_\_\_\_ ("Participating Member") including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Participating Member, hereby enter into this Participating Member Program Enrollment Agreement ("Member Agreement").
2. Effective June 1, 2016, Contractor and Premier Healthcare Alliance, L.P, f/k/a Premier Purchasing Partners ("Premier"), entered into a Group Purchasing Agreement ("Agreement").
3. Pursuant to the Agreement, Contractor is providing a pricing program ("Program") to Participating Members. Premier may receive Premier Administrative Fees based on the Members' purchase volume of Contractor services. Participating Member specifically acknowledges and agrees to the release of its shipping information and data to Premier and/or its agent.
4. To participate, Participating Member must execute this Member Agreement and return it to the authorized Contractor representative.
5. The Program is subject to all terms and conditions of the Agreement (and any subsequent amendments) between Contractor and Premier.
6. Participation in the Program commences upon Contractor receipt and acceptance of this Member Agreement ("Effective Date"), and continues until termination of the Program or until terminated as provided herein. Upon termination of the Program, Contractor may elect to continue to provide the Participating Member a pricing program pursuant to the standard Contractor terms and conditions. Either party may terminate this Member Agreement for the other party's noncompliance with its terms. Notwithstanding, Contractor and Participating Member agree that either party may terminate this Member Agreement at any time upon sixty(60) days written notice to the other.
7. Only locations and account numbers designated by Participating Member and verified by Contractor will receive applicable discounts and revenue credit. To add a location to this Agreement, Participating Member must notify Contractor's Sales Executive in writing at least 7 working days in advance. Only the billed account number will receive the applicable discounts and revenue credit. Further, Participating Member must provide Contractor thirty (30) days notice of any acquisitions or mergers with any companies, or should Participating Member sell any division, subsidiary or affiliate authorized to participate in the incentives. Participating Member must notify Contractor in writing of any such acquisition, merger or divestiture.
8. Participating Member shall receive Contractor Express and Contractor Ground rates as provided in the Agreement, including any rate increases, changes or amendments thereto. Rates are exclusive of accessorial charges, special handling charges and surcharges, which shall be charged in accordance with the Contractor Service Guide in effect the date of shipment for the service selected. Participating Member's pricing Program is attached hereto.
9. The rates and other terms provided under the Program and this Member Agreement are for the exclusive use and benefit of Participating Member. Such rates and terms or any portion thereof may not be extended to any other party without prior written consent of Contractor, which may be withheld for any reason.

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10. Participating Member may not under any circumstances sell, assign, or transfer (including but not limited to, through third party billing) the benefit of any pricing to any third party. Failure to abide by this provision may result in immediate termination of this Member Agreement and Participating Member’s participation in the Program.
11. Each shipment made under this Member Agreement is subject to the terms and conditions of the FedEx Service Guide in effect at time of shipment, which terms and conditions are incorporated into this Member Agreement by reference. Contractor reserves the right to modify the FedEx Service Guide at any time without notice.
12. Payment is due fifteen (15) days from date of invoice. Duties and taxes are payable upon receipt of invoice. Failure to comply with payment terms may result in denial of credit and removal of discounts. When a freight payment firm is used, the same payment terms apply.
13. Except for the Agreement, this Member Agreement supersedes all other agreements whether oral, written, implied or otherwise between Contractor and Participating Member.
14. The terms of this Program shall be held in strict confidence and the contents of the Program and the Member Agreement shall not be disclosed to anyone other than Premier Purchasing Partners or to those Participating Member employees who have a need to know; provided, however, that nothing herein shall restrict Participating Member from disclosing any portion of such information on a restricted basis pursuant to a judicial or other lawful governmental order, but only to the extent of such order and only after Participating Member provides Contractor with immediate notice of such order so that Contractor may contest the order or obtain a protective order if Contractor deems necessary.

**IN WITNESS WHEREOF**, the Parties have caused this Member Agreement to be executed by their duly authorized officers or representatives on the dates shown below.

*To ensure proper pricing and credit, all FedEx Express & FedEx Ground account numbers used by your organization must be submitted on this form. If you do not have a FedEx Express or FedEx Ground account number, call (800) 463-3339 to have one assigned. Once an account number has been assigned, complete and fax this form as instructed to enroll these account numbers.*

(“Participating Member”)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name (Print): \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Email Address: *(PLEASE FILL IN IF YOU WISH TO RECEIVE CONFIRMATION OF DISCOUNTS)*

Premier Member Name: \_\_\_\_\_ Premier Member Entity Code *(MUST BE ENTERED)*: \_\_\_\_\_

Premier Member Address: \_\_\_\_\_

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City/State/Zip: \_\_\_\_\_

Top Parent Name: \_\_\_\_\_ Top Parent Entity Code (if known): \_\_\_\_\_

FedEx Account No(s): \_\_\_\_\_

Express Outbound Volume (pkgs. per day): \_\_\_\_\_ Express Inbound Volume (pkgs. per day): \_\_\_\_\_

Ground Outbound Volume (pkgs. per day): \_\_\_\_\_ Ground Inbound Volume (pkgs. per day): \_\_\_\_\_

Please send your completed enrollment form to [Premiermembership@fedex.com](mailto:Premiermembership@fedex.com).