



CUSTOMER ENROLLMENT FORM

CUSTOMER INFORMATION:

BUSINESS NAME		NuEdge Alliance, LLC	
BUSINESS ADDRESS (PO Box Address Not Valid)		CITY	STATE
		ZIP CODE	
BUSINESS TELEPHONE NUMBER	BUSINESS FAX NUMBER	FEDERAL TAX ID NUMBER	
# OF EMPLOYEES			

ADDITIONAL LOCATIONS

* FACILITY NAME	ADDRESS 1	ADDRESS 2
CITY	STATE	ZIP
* FACILITY NAME	ADDRESS 1	ADDRESS 2
CITY	STATE	ZIP

NOTE: Additional locations can be added with the same information via an attached document.

CUSTOMER ELIGIBILITY: The Customer identified above will be eligible to participate in PROVISTA Contracts and Programs (where no commitment document is required) within 30 days after Member ID has been assigned. Some Service Partners require completion of specific commitment or participation forms prior to contract access. Upon receipt of these completed commitment forms, the customer identified above will be eligible to participate in that specific agreement within 45 days after notification to the Supply Partner.

CORPORATE/BUSINESS

<input type="checkbox"/> Corporations and Businesses	<input type="checkbox"/> Correctional Facilities	<input type="checkbox"/> Faith Based Organization	<input type="checkbox"/> State & Local Government
<input type="checkbox"/> DME/HME Reseller	<input type="checkbox"/> Healthcare Distributor	<input type="checkbox"/> Non-HC Distributor	<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Sports Facility	<input type="checkbox"/> Veterinary	<input type="checkbox"/> Real Estate/Property Management	<input type="checkbox"/> Other: _____

PRIMARY BUSINESS CONTACT INFORMATION: (Required to process enrollment)

CONTACT NAME (PRINT)	CONTACT TITLE	CONTACT E-MAIL ADDRESS	PHONE#
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PROVISTA Sales Rep Initials: _____

NuEdge Sales Rep Initials: _____

SEND TO NUEDGE VIA FAX: 615-649-3767 OR EMAIL: MEMBERINQUIRY@NUEDGEALLIANCE.COM

PROVISTA GPO PARTICIPATION AGREEMENT

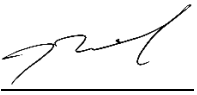
This Provista GPO Participation Agreement (this "**Agreement**") is made the ____ day of _____, ____ (the "**Effective Date**"), by and between Provista, Inc. ("**Provista**"), a Delaware corporation, and _____ ("**Member**").

- I. **Definitions.** When used in this Agreement, the following terms have the following meanings:
 - (A) "**Covered Items**" means goods, services or intangible rights;
 - (B) "**Provista Party**" means Provista and any parent, affiliate, subsidiary or designated agent of Provista;
 - (C) "**Provista Supplier Agreement**" means an agreement between a Provista Party and a Supplier, pursuant to which the Supplier makes Covered Items available for purchase by Provista members; and
 - (D) "**Supplier**" means a manufacturer or distributor of Covered Items.
- II. **Authorization.** Member hereby authorizes the Provista Parties to act as Member's non-exclusive group purchasing agents for purposes of negotiating and entering into Provista Supplier Agreements. Notwithstanding the foregoing, this authorization shall be contingent upon Member's proper and timely completion of any necessary enrollment forms or declaration documents. Nothing in any Provista Supplier Agreement shall, in any way, obligate Member to purchase, license or lease any Covered Item thereunder.
- III. **Provista Supplier Agreements.** Member acknowledges and agrees that (1) before it may purchase through Provista Supplier Agreements, Provista may need to ensure that its Suppliers are willing to do business with Member, and (2) in the event that Member purchases Covered Items pursuant to a Provista Supplier Agreement, Member shall comply with any and all applicable terms and conditions set forth in such Provista Supplier Agreement.
- IV. **Administrative Fees and Disclosure Reports.** Member acknowledges and agrees that, pursuant to the terms of Provista Supplier Agreements, Provista may receive fees from Suppliers ("**Administrative Fees**") for Provista's provision of certain services to Suppliers. Except as noted below, each Provista Supplier Agreement provides for Administrative Fees that are fixed at three percent or less of the purchase price of the Covered Items. With respect to Provista Supplier Agreements providing for Administrative Fees that are not fixed at three percent or less of the purchase price of the Covered Items, Member (or its authorized agent or designee) has been given access to a secure, electronic web-based database that lists all such Administrative Fees, which shall be updated by Provista from time to time, as necessary. Provista shall provide Member (or its authorized agent or designee) with, or provide Member with access to, an annual report listing Member's purchases under Provista Supplier Agreements and the associated Administrative Fees received by Provista based on such purchases.
- V. **Compliance with Law; Own Use.** Member represents, warrants and guarantees that at all times during the Term of this Agreement, Member shall comply with all applicable federal, state and local laws. Member represents and warrants that all goods purchased through Provista Supplier Agreements will be for Member's "own use," and in no event shall Member sell, resell, lease or otherwise transfer goods purchased through Provista Supplier Agreements to a third party unless expressly permitted by the terms of the applicable Provista Supplier Agreement. Any breach of the foregoing representation and warranty may result in immediate termination of this Agreement.
- VI. **Term; Termination Without Cause.** The initial term of this Agreement shall commence as of the Effective Date and continue for one (1) year (the "**Initial Term**"). The Initial Term shall renew automatically from year to year, unless earlier terminated as set forth herein (each, a "**Renewal**").

Term"). The Initial Term and all Renewal Terms are collectively referred to herein collectively as the "Term." Either party may terminate this Agreement at will and without cause at any time upon ninety (90) days' prior written notice to the other party.

- VII. **Confidentiality.** Member shall not disclose to any third party, other than its employees or agents with a need to know who have been advised of the confidentiality restrictions contained in this Agreement, or use for any purpose other than compliance with this Agreement, any of the Confidential Information of Provista except as required under court order or the Freedom of Information Act (5 U.S.C. §552). "Confidential Information" means all information relating to the prices and usage of the Covered Items purchased by Member, terms of all Provista Supplier Agreements, all Provista information related to its services and programs that are proprietary and not readily available through sources in the public domain.
- VIII. **Entire Agreement; Assignment; Choice of Law.** This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated hereby. This Agreement supersedes all written or oral prior agreements or understandings with respect to the subject matter hereof. Provista may, without the consent of Member, assign this Agreement to a Provista Party or to the successor in interest in the event of a merger or sale of substantially all of its assets. This Agreement will be construed under and governed by the laws of the State of Texas.
- IX. **Limitation of Liability.** Neither party shall be liable for special, incidental or consequential damages under this Agreement, even if advised of the possibility thereof. All remedies available to an aggrieved party herein under this Agreement, at law, or in equity, are cumulative and not mutually exclusive. Provista and its parent, subsidiaries, affiliates, directors, officers, agents and employees shall not be liable to Member for any act, or failure to act, in connection with any Provista Supplier Agreement (or Provista program), including, but not limited to, any failure of a Supplier to furnish the Covered Items that the Supplier has agreed to furnish under any Provista Supplier Agreement. Without limiting the generality of the foregoing, Provista hereby disclaims and excludes any express or implied representation or warranty regarding any Covered Items under any Provista Supplier Agreement (or Provista program).
- X. **Agency Authority.** The person or entity signing this Agreement on behalf of Member hereby represents and warrants to Provista that it is the duly authorized agent of Member with full authority to execute this Agreement on the Member's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

<u>PROVISTA, INC.</u>	<u>MEMBER</u>
<p>By: </p> <p><u>Name:</u> Micah Smith</p> <p><u>Title:</u> Senior Vice President, Sales</p>	<p>By: _____</p> <p><u>Name:</u> _____</p> <p><u>Title:</u> _____</p>