

Manufacturer Appreciation Program (MAP) Letter of Participation Form

Healthcare Accounts

THIS FORM MUST BE FILLED OUT COMPLETELY FOR PARTICIPATION

PLEASE NOTE: Your first MAP check may arrive up to 9 months after we begin to receive purchasing data, and then quarterly thereafter if minimum purchasing requirements are met. If minimum requirements are not met, checks will arrive annually.

Date (mm/dd/yyyy) _____

Contact Name: _____ Title: _____

Location Name: _____

Location Address (if multiple, please list on attached sheet): _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____ Cell Phone No. _____

Email (Required for Reporting): _____

Company Name on Check (multi-units only): _____

How many locations/accounts will be reporting to Dining Alliance? _____

MULTI-UNITS: Location Information: Locations can be listed on attached sheet. Include Location Name, Address, Account Number, and Distribution House/Division. Excel Spreadsheet preferred.

Distributor Name: _____ **BRANCH/DIVISION:** _____

Distributor Account No. (if multiple, please designate on attached sheet): _____

Distributor Sales Rep: _____ Rep Email: _____

GPO AFFILIATION (REQUIRED)

IF NO:

DOES NOT CURRENTLY PARTICIPATE IN GPO OR DIRECT CONTRACT RELATIONSHIPS

I am not aware of any other GPO food and beverage contracting relationships that are currently in effect. If any other affiliation is in place that I am not aware of, then those relationships are hereby terminated.

IF YES:

CURRENTLY PARTICIPATES IN A GPO OR PROCUREMENT SERVICES ORGANIZATION ("Affiliation")

List current Affiliation below. Participation in more than one Group Purchasing Organization is strictly prohibited and will disqualify application if other Affiliation has not been terminated prior to engaging Dining Alliance Inc.

Please list:

GPO/PSO/Buying Group here: _____

DIRECT MANUFACTURER AGREEMENTS:

If your distributor(s) or you directly have contracts with manufacturers directly and desire to remain on those programs directly, you must list those in the space below in order to assure those manufacturers of your intention to remain a direct contracted party for those programs. Failure to disclose this information will acknowledge that you agree to participate in the Dining Alliance Inc. programs with All Manufacturers not disclosed. You also agree to update Dining Alliance Inc. of any additions or deletions to the programs listed below.

| Manufacturer | Category | Start Date | End Date |
|--------------|----------|------------|----------|
| | | | |
| | | | |

Termination Date/Start Date for Dining Alliance Inc. _____

You will be required to provide Dining Alliance a copy of the termination letter to each affiliate listed above in order to establish manufacturer program affiliation through Dining Alliance.

ACKNOWLEDGEMENT AND AUTHORIZATION

I am an authorized agent, owner or employee of the above business (the "Member") and have the authority to enter into a participation agreement with DINING ALLIANCE on its behalf. To the best of my knowledge, all information provided herein is correct, if DINING ALLIANCE INC. should discover that the information provided is not correct, it has the right to cancel or amend our participation in any and all programs through DINING ALLIANCE INC.

I also acknowledge that any current programs we desire to continue through a direct relationship have been disclosed and I understand that we will not be allowed to participate in the Dining Alliance Inc. program relating to those direct programs. Further, if Dining Alliance Inc. discovers that a program relating to those direct programs. Further, if Dining Alliance Inc. discovers that a program existed that was not disclosed above, we agree and authorize Dining Alliance Inc. that we wish to remain on the Dining Alliance Inc. program. Once notified, I will cancel said direct agreement within 5 business days and agree to repay any monies related to the undisclosed program(s). non-DINING ALLIANCE INC. affiliated programs the Member would like to continue have been disclosed above and that relative to those non-DINING ALLIANCE INC. programs, I acknowledge that the Member shall not be entitled to receive any rebates or other benefits from DINING ALLIANCE INC. relative to such programs. Further, if it is discovered that the Member is utilizing a program that was not disclosed above, we authorize DINING ALLIANCE INC. to allow us to remain on the DINING ALLIANCE INC. program and I will cancel said direct and conflicting agreement within 5 business days and agree to repay any monies related to the undisclosed program(s).

By signing this application, I am authorizing Dining Alliance Inc. to enroll the business listed above in all programs related to the above categories selected. I hereby authorize Dining Alliance Inc. to contact all distribution companies listed within this participation agreement in order to obtain product level data reporting for the purpose of price audit, volume allowances tracking and opportunity analysis. I agree to and acknowledge that Dining Alliance Inc. may receive financial consideration from certain program providers based on my participation through the Dining Alliance Inc. program.

MEMBERSHIP TERMS AND CONDITIONS

Member acknowledges that: (i) DINING ALLIANCE INC. will receive payment of fees for administrative services it provides to one or more vendors based on products or services purchased by Member and its facilities ("GPO Fees"), (ii) that the percentage of GPO Fees DINING ALLIANCE INC. shall receive will be three percent (3%) or less, on an annual basis, DINING ALLIANCE INC. shall disclose to the Member the amount of GPO Fees it received from each vendor as a result of Member's purchases, and (iii) products purchased by Member may qualify for a rebate known as a "discount" pursuant to 42 CFR 1001.952(h). While the amount of any such rebate is not known as this time, Member may have an obligation to disclose the receipt of any such discount to Medicare, Medicaid or other Federal programs utilized by Member in the purchase of the products. I hereby agree to be contacted by Dining Alliance Inc. for the purpose of conducting a purchasing and/or optimization analysis on my purchases so that I may optimize my savings through Dining Alliance Inc.'s programs and for the purposes of providing me additional information on such Dining Alliance Inc. programs. I understand and consent to DA's use of my purchasing data for the purpose of providing me with access to price deviations, for processing rebates and volume allowances available on my purchases, and in order to conduct opportunity and optimization analyses relative to my purchasing. In the aggregate, such data shall only be used to improve manufacturer awareness regarding purchasing trends and preferences relative to its products and the industry. In consideration of the benefits I will receive through my membership in Dining Alliance, I hereby agree on my own behalf and/or as an authorized agent of member, to hold Dining Alliance Inc., its affiliates, and their respective successors and assigns harmless from any and all claims, suits, causes of action, which may be asserted against them and any judgments, damages, or losses arising either directly or indirectly from my membership in Dining Alliance and/or receipt of benefits as a member thereof. Termination of membership shall only be effective upon ninety (90) days' written notice from member.

Member Signature: _____ Date: _____

Name: _____ Title: _____

| | | |
|--------------------------|------------------------|--|
| MC/Rep Submitting: _____ | OFFICE USE ONLY | Source: <input type="checkbox"/> S3 <input type="checkbox"/> M <input type="checkbox"/> M |
|--------------------------|------------------------|--|

FOR MULTIPLE LOCATIONS, OF THE SAME OPERATOR, YOU MAY USE AN EXCEL SPREADSHEET (Please List all locations to be added. Each location name must be unique, for example, Katy's Diner-01 or Katy's Diner-Boston, Lucky's Casino-Housekeeping, Lucky's Casino-Grocery, etc. If more than three locations, we ask that you please add an additional page.)

Location Name: _____

Location Address: _____

City: _____ State: _____ Zip Code: _____

Distributor Name: _____ **BRANCH/DIVISION:** _____ **Distributor Account No.:** _____