

**EXHIBIT A-2**  
PARTICIPATING MEMBER DESIGNATION FORM

SELLER: Sysmex America, Inc.  
 CONTRACT NUMBER: PP-LA-625  
 CONTRACT DATES: August 1, 2022 – July 31, 2025  
 PRODUCT CATEGORY: Hematology Analyzers, Automation, Reagents, Consumables and Service

**1. Tier.** The undersigned Participating Member hereby designates the following desired tier under the above-referenced Premier Healthcare Alliance, L.P. Group Purchasing Agreement:

**a. Select one Tier by initialing below**

Member Initials	VOLUME TIERS	TOTAL PRODUCT PURCHASES (\$ PER CALENDAR YEAR)
	TIER 1	No commitment required; PMDF required
	TIER 2	\$150,000 to < \$500,000*
	TIER 3	Aggregation or \$500,000 to < \$3,500,000*
	TIER 4	Aggregation or \$3,500,000 to < \$5,000,000*
	TIER 5	Highest Aggregation or ≥ \$5,000,000*
	TIER 6	IHN 80% + Compliant < \$1,000,000*
	TIER 7	IHN 80% + Compliant \$1,000,000 to < \$3,500,000*
	TIER 8	IHN 80% + Compliant ≥ \$3,500,000*
	TIER 9	IHN 100% Compliant ≥ \$5,000,000*

\*Includes Annual Spend on 1/5 Capital, Reagents, Controls and Service

Participating Members may be eligible for additional discounts or rebates as set forth in Exhibits I.

**b.** Seller shall not reduce a Participating Member’s tier level without first (i) notifying the Participating Member and Premier in writing that the Participating Member’s purchase volume is below the tier level selected by the Participating Member (the “Tier Reduction Notice”) and (ii) providing the Participating Member sixty (60) calendar days from the date of notice to remedy the purchasing volume issues described in the Tier Reduction Notice. If the Participating Member does not remedy the issues described in the Tier Reduction Notice within sixty (60) days, Seller may move the Participating Member to the appropriate tier based on the Participating Member’s Product purchases. Any tier adjustment pursuant to this paragraph that results in a less favorable tier for the Participating Member will apply for Products purchased from the effective date of the tier reduction.

**2. Aggregation Pricing Option.** By initialing where indicated below, the undersigned Participating Member or Participating Member group purchasing organization (“GPO”) hereby elects to invoke the Aggregation Pricing Option whereby such Participating Member which operates multi-facility systems and has the ability to manage and control the purchasing decisions of such facilities, or such entity that has an established network of facilities for purposes of group purchasing, shall be entitled to aggregate the purchasing volume within their respective systems and networks in order to meet the tier designated in Item 1 above. In order to invoke this election, the undersigned must be a Participating Member that is able to coordinate the purchasing decisions of the facilities it wishes to aggregate or a GPO with members that are Participating Members. Attached hereto as Schedule 1 is a list of such facilities. Seller shall be responsible for checking the Membership Roster for updates as specified in Section 3.0 of the Agreement. The undersigned Participating Member or GPO hereby elects to invoke the Aggregation Pricing Option: **Participating Member’s (or GPO’s) Initials:** \_\_\_\_\_.

**SELLER SHALL ONLY PROVIDE INDEMNIFICATION TO THE PARTICIPATING MEMBER SO LONG AS THE PARTICIPATING MEMBER INDEMNIFIES SELLER. THE INDEMNIFICATION OBLIGATION BELOW MATCHES THE INDEMNIFICATION THAT PREMIER IS PROVIDING TO SELLER. PARTICIPATING MEMBER’S INDEMNIFICATION IS SUBJECT TO NEGOTIATION BY PARTICIPATING MEMBER.**

Participating Member hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, directors, officers, employees, agents, and insurers from and against any and all Claims arising out of the negligent acts or omissions of Participating Member and its employees and agents acting under its control or supervision constituting gross negligence or willful misconduct.

Seller hereby agrees to indemnify, defend and hold harmless Participating Member and its respective parents, subsidiaries, affiliates, directors, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts’ and attorneys’ fees) and judgments (each, a “Claim,” and collectively, “Claims”), in whatever jurisdiction brought, under either federal or state law, arising out of or substantially related to: (a) alleged bodily injury, wrongful death, or property damage

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or any other physical damage or personal injury allegedly caused by in whole or in part, contributed to, by, or associated with any of the Products covered by this Agreement; failing to perform in accordance with its Specifications, failing to comply with applicable laws or regulations, or due to a manufacturer's defect, design defect, workmanship defect, or any other defect or claim arising under a strict liability theory, provided that such injury or damage is not attributable to the negligence or willful misconduct of the indemnified party, (b) any alleged acts or omissions of Seller or its employees and agents acting under its control or supervision constituting gross negligence or willful misconduct, (c) the alleged direct or contributory infringement of any intellectual property right, including any patent, trademark, copyright or trade secret right, by (i) any of the Products; (ii) the labels, labeling, packaging, instructions and other materials supplied therewith; or (iii) their contemplated uses; and (d) the alleged inducement of infringement of any such intellectual property right by Premier's inclusion of any of the Products in its approved list of products and its other normal business conduct related thereto.

Participating Member's Primary Distributor: \_\_\_\_\_ Secondary Distributor: \_\_\_\_\_

The undersigned Participating Member hereby acknowledges and confirms the above designations.

**Participating Member/GPO**

Print Name of Person Signing \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title of Person Signing \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Date Signed \_\_\_\_\_  
 Entity Code \_\_\_\_\_  
 Print Name of Participating Member/GPO \_\_\_\_\_  
 Address \_\_\_\_\_  
 City and State \_\_\_\_\_

**Seller**

Print Name of Person Signing \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title of Person Signing \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 E-mail Address \_\_\_\_\_  
 Date Signed \_\_\_\_\_

Upon completion, please submit this form to both Seller and Premier.

**Seller Information –**  
 Fax: 224.513.4649  
 Email: [SalesAccountAnalysts@Sysmex.com](mailto:SalesAccountAnalysts@Sysmex.com)

**Premier Healthcare Alliance, L.P.–**  
 Fax: 704.816.3509  
 Email: [PremierPMDF@PremierInc.com](mailto:PremierPMDF@PremierInc.com)

**SCHEDULE 1**

**LIST OF PARTICIPATING MEMBER'S (or GPO's) FACILITIES  
 (For Purposes of Implementing the Aggregation Pricing Option)**

**[TO BE COMPLETED BY THE PARTICIPATING MEMBER OR GPO]**

Participating Member/GPO name: \_\_\_\_\_

Premier Entity Code	Participating Facility Name	City	ST	Phone Number	Contact Name

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