

UNA PARTICIPATION AGREEMENT

This UNA Participation Agreement (this "Agreement") is made this _____ day of _____, 2015 (the "Effective Date"), by and between NCT, LLC. ("UNA"), a Missouri limited liability company, and _____ ("Customer").

- I. Definitions. When used in this Agreement, the following terms have the following meanings: (A) "Covered Items" means goods, services or intangible rights; (B) "Novation" means Novation, LLC; (C) "UNA Supplier Agreement" means an agreement between UNA (or one of its agents, such as Novation) and a Supplier, pursuant to which the Supplier makes Covered Items available for purchase by UNA customers; and (D) "Supplier" means a vendor or distributor of Covered Items.
- II. Authorization. Customer hereby authorizes UNA and its agents (including but not limited to Novation) to act as Customer's non-exclusive group purchasing agent for purposes of negotiating and entering into UNA Supplier Agreements. Notwithstanding the foregoing, this authorization shall be contingent upon Customer's proper and timely completion of any necessary enrollment forms or declaration documents. Nothing in any UNA Supplier Agreement shall, in any way, obligate Customer to purchase, license or lease any Covered Item thereunder.
- III. Supplier Agreements. Customer acknowledges and agrees that (1) before it may purchase through UNA Supplier Agreements, UNA may need to ensure that its Suppliers are willing to do business with Customer, and (2) in the event that Customer purchases Covered Items pursuant to a UNA Supplier Agreement, Customer shall comply with any and all applicable terms and conditions set forth in such UNA Supplier Agreement.
- IV. Supplier Fees and Disclosure Reports. Customer acknowledges and agrees that, pursuant to the terms of UNA Supplier Agreements, UNA may receive fees from Suppliers ("Supplier Fees") for UNA's provision of certain services to Suppliers. Except as noted below, each UNA Supplier Agreement provides for Supplier Fees that are fixed at three percent or less of the purchase price of the Covered Items. With respect to UNA Supplier Agreements providing for Supplier Fees that are not fixed at three percent or less of the purchase price of the Covered Items, Customer (or its authorized agent or designee) has been given access to a secure, electronic web-based database that lists all such Supplier Fees, which shall be updated by UNA from time to time, as necessary. UNA shall provide Customer (or its authorized agent or designee) with, or provide Customer with access to, an annual report listing Customer's purchases under UNA Supplier Agreements and the associated Supplier Fees received by UNA based on such purchases.
- V. Compliance with Law; Own Use. Customer represents, warrants and guarantees that at all times during the Term of this Agreement, Customer shall comply with all applicable federal, state and local laws. Customer represents and warrants that all goods purchased through UNA Supplier Agreements will be for Customer's "own use," and in no event shall Customer sell, resell, lease or otherwise transfer goods purchased through UNA Supplier Agreements to a third party unless expressly permitted by the terms of the applicable UNA 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 any Renewal Terms are referred to herein collectively as the "Term." Either party may terminate this Agreement at will and without cause at any time upon thirty (30) days' prior written notice to the other party.
- VII. Confidentiality. Customer 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 UNA 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 Customer, terms of all UNA Supplier Agreements, all UNA 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. UNA may, without the consent of Customer, assign this Agreement to a parent, affiliate or subsidiary 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 Missouri.

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. UNA and its parent, subsidiaries, affiliates, directors, officers, agents and employees shall not be liable to Customer for any act, or failure to act, in connection with any UNA Supplier Agreement (or UNA 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 UNA Supplier Agreement. Without limiting the generality of the foregoing, UNA hereby disclaims and excludes any express or implied representation or warranty regarding any Covered Items under any UNA Supplier Agreement (or UNA program).

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

NCT, LLC. "UNA Purchasing Solutions"

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____