

# PBA Health Member Certification Agreement for GPO Programs with FFF Enterprises, Inc.

DEA #: \_\_\_\_\_  
Pharmacy Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

This Member Certification Agreement (the “**Agreement**”) is made and entered into by and between Pharmacy Buying Association, Inc. (“**PBA Health**”) and \_\_\_\_\_, (“**Member**”).

- 1. Member Certification.** Member hereby elects to purchase pharmaceuticals and related products at special manufacturer contract pricing negotiated by and through PBA Health (the “**Contract Products**”) for distribution by FFF Enterprises, Inc. under the terms and conditions of that certain Group Purchasing Organization Agreement by and between PBA Health and FFF Enterprises, which was first effective as of February 1, 2025 (the “**GPO Agreement**”). The Member certifies that Member has received from PBA Health the material purchase requirements, pricing, discounts, rebates, and other terms and conditions of the GPO Agreement. The Member further certifies that Member agrees to comply with the terms of this Agreement and the GPO Agreement, as may be amended from time to time and that Member agrees that PBA Health has the power and authority to act on behalf of the Member as provided for in the GPO Agreement.
- 2. Member’s Authority to Contract.** Member represents and warrants to PBA Health that it has the power and authority to enter into this Agreement on behalf of, and in the name of, each of its subsidiaries, affiliates, and related parties, and it covenants that it will obtain all necessary authorizations to act under this Agreement on behalf of, and in the name of, any entity it owns, manages or controls, whether now or hereafter existing. Member acknowledges and agrees that PBA Health is relying on the representations, warranties and covenants contained herein to enter into this Agreement and perform its obligations hereunder as provided for in the GPO Agreement. Member further acknowledges and agrees that Member’s GPO affiliation under this Agreement is: (i) exclusive to PBA Health; (ii) limited solely to FFF Enterprises, Inc., and (iii) has no effect on Member’s GPO affiliations beyond this Agreement.
- 3. Term.** This Agreement shall be effective as of the date on which both parties have executed this Agreement (the “**Certification Agreement Effective Date**”) and shall continue in effect thereafter for one (1) year. Thereafter, this Agreement will automatically renew for successive one (1) year terms. Either party may terminate this Agreement at any time by providing the other party with thirty (30) advanced written notice of termination. Member and PBA Health agree that all confidentiality obligations set forth in the GPO Agreement shall survive any termination of this Agreement.

## Member:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## PBA Health:

Signature \_\_\_\_\_  
Name Clark J. Balcom  
Title President & CEO  
Date \_\_\_\_\_