

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended September 30, 2024
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to
Commission File Number: 001-36092

Premier, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13034 Ballantyne Corporate Place
Charlotte, North Carolina
(Address of principal executive offices)

35-2477140
(I.R.S. Employer
Identification No.)

28277
(Zip Code)

(704) 357-0022

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.01 Par Value	PINC	NASDAQ Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer
Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 31, 2024, there were 96,108,595 shares of the registrant's Class A common stock, par value \$0.01 per share outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements made in this Quarterly Report on Form 10-Q for the three months ended September 30, 2024 for Premier, Inc. (this “Quarterly Report”) that are not statements of historical or current facts, such as those under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from historical results or from any future results or projections expressed or implied by such forward-looking statements. In addition to statements that explicitly describe such risks and uncertainties, readers are urged to consider statements in conditional or future tenses or that include terms such as “believes,” “belief,” “expects,” “estimates,” “intends,” “anticipates” or “plans” to be uncertain and forward-looking. Forward-looking statements may include comments as to our beliefs and expectations regarding future events and trends affecting our business and are necessarily subject to risks and uncertainties, many of which are outside our control. Factors that could cause actual results to differ materially from those indicated in any forward-looking statement include, but are not limited to:

- competition which could limit our ability to maintain or expand market share within our industry;
- our reliance on administrative fees that we receive from suppliers to our group purchasing organization (“GPO”) and our ability to maintain and add new GPO members, which will depend in part on competitive pressure to increase the administrative fee share we pay to members;
- consolidation in the healthcare industry;
- potential delays in recognizing or increasing revenue if the sales cycle or implementation period takes longer than expected;
- the impact to our business if members of our GPO programs reduce activity levels or terminate or elect not to renew their contracts on substantially similar terms or at all;
- the rate at which the markets for our software as a service (“SaaS”) or licensed-based clinical analytics products and services develop and the potential for existing licensed-based customers to convert to SaaS subscriptions;
- the dependency of our members on payments from third-party payers;
- our ability to maintain third-party provider and strategic alliances or enter into new alliances;
- our ability to timely offer new and innovative products and services, including the integration of artificial intelligence and the risks associated with artificial intelligence due to the evolving nature of the technology and legal and regulatory framework;
- the portion of our revenues that we receive from our largest members and other customers;
- risks and expenses related to future acquisition opportunities and integration of previous or future acquisitions, including the potential for impairments resulting from acquisitions;
- financial and operational risks associated with non-controlling investments in other businesses or other joint ventures that we do not control, particularly early-stage companies;
- pending and potential litigation;
- our reliance on Internet infrastructure, bandwidth providers, data center providers and other third parties and our own systems for providing services to our users;
- data loss or corruption due to failures or errors in our systems and service disruptions at our data centers, or breaches or failures of our security measures;
- the financial, operational, legal and reputational consequences of cyber-attacks or other data security breaches that disrupt our operations or result in the dissemination of proprietary or confidential information about us or our members or other third parties;
- our ability to use, disclose, de-identify or license data and to integrate third-party technologies;
- our use of “open source” software;
- our dependency on contract manufacturing facilities located in various parts of the world;
- inventory risk we face in the event of a potential material decline in demand or price for the personal protective equipment or other products we may have purchased at elevated market prices or fixed prices;
- our ability to attract, hire, integrate and retain key personnel;
- the impact of continuing uncertain economic conditions to our business operations due to, but not limited to, inflation and recessionary fears;
- the financial and operational uncertainty due to global macroeconomic, geopolitical, and business conditions, trends and events and the impact of any associated supply chain challenges;

- the impact of global climate change or by regulatory responses to such change;
- changes and uncertainty in the political, economic or regulatory environment affecting healthcare organizations, including with respect to the status of the Patient Protection and Affordable Care Act, as amended by the Healthcare and Education Reconciliation Act of 2010;
- our compliance with complex international, federal and state laws, rules and regulations governing financial relationships among healthcare providers and the submission of false or fraudulent healthcare claims;
- interpretation and enforcement of current or future antitrust laws and regulations;
- compliance with complex federal, state and international privacy, security and breach notification laws;
- compliance with current or future laws, rules and regulations relating to information blocking provisions of the 21st Century Cures Act issued by the Office of the National Coordinator for Health Information Technology (the “ONC Rules”) that may cause our certified Health Information Technology products to be regulated by the ONC Rules;
- compliance with current or future laws, rules and regulations adopted by the Food and Drug Administration applicable to our software applications that may be considered medical devices;
- adequate protection of our intellectual property and potential claims against our use of the intellectual property of third parties;
- potential for additional indirect tax liabilities, such as gross receipts and sales and use taxes, in certain jurisdictions;
- changes in tax laws that materially impact our tax rate, income tax expense, anticipated tax benefits, deferred tax assets, cash flows and profitability and potential material tax disputes;
- the impact of payments required under notes payable to former limited partners related to the early termination of the Unit Exchange and Tax Receivable Acceleration Agreements (the “Unit Exchange Agreements”) issued in connection with our August 2020 Restructuring on our overall cash flow and our ability to fully realize the expected tax benefits to match such fixed payment obligations under those notes payable;
- provisions in our certificate of incorporation and bylaws and provisions of Delaware law and other applicable laws that discourage or prevent strategic transactions, including a takeover of us;
- our indebtedness and our ability to obtain additional financing on favorable terms, including our ability to renew or replace our long-term credit facility at or before maturity;
- fluctuation of our quarterly cash flows, revenues and results of operations;
- failure to maintain an effective system of internal controls over financial reporting or an inability to remediate any weaknesses identified and the related costs of remediation;
- the impact on the price of our Class A common stock (“Common Stock”) if we cease paying dividends or reduce dividend payments from current levels;
- the number of shares of our Common Stock repurchased by us pursuant to any then existing Common Stock repurchase program and the timing of any such repurchases;
- the number of shares of Common Stock eligible for sale after the issuance of Common Stock in our August 2020 Restructuring and the potential impact of such sales; and
- the risk factors discussed under the heading “Risk Factors” under Item 1A of our Annual Report on Form 10-K for the fiscal year ended June 30, 2024 (the “2024 Annual Report”) filed with the Securities and Exchange Commission (“SEC”), as updated by our Quarterly Reports on Form 10-Q (including this Quarterly Report) filed with the SEC.

More information on potential factors that could affect our financial results is included from time to time in the “Cautionary Note Regarding Forward-Looking Statements,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” or similarly captioned sections of this Quarterly Report and our other periodic and current filings made from time to time with the SEC, which are available from the SEC at www.sec.gov or our website at <http://investors.premierinc.com> (the contents of which are not part of this Quarterly Report). You should not place undue reliance on any of our forward-looking statements, which speak only as of the date they are made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Furthermore, we cannot guarantee future results, events, levels of activity, performance or achievements.

Certain Definitions

References to the “August 2020 Restructuring” are references to our corporate restructuring on August 11, 2020 in which we (i) eliminated our dual-class ownership structure and (ii) exercised our right to terminate the Tax Receivable Agreement (the “TRA”). For additional information and details regarding the August 2020 Restructuring, see our Annual Report on Form 10-K for the fiscal year ended June 30, 2021.

References to “operating income from revenues sold to OMNIA” are references to operating income from revenues sold to OMNIA Partners, LLC (“OMNIA”) in connection with the sale of non-healthcare GPO member contracts in July 2024, less royalty fees retained.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

PREMIER, INC.
Condensed Consolidated Balance Sheets
(Unaudited)
(In thousands, except share data)

	September 30, 2024	June 30, 2024
Assets		
Cash and cash equivalents	\$ 86,956	\$ 125,146
Accounts receivable (net of \$2,431 and \$1,455 allowance for credit losses, respectively)	98,749	100,965
Contract assets (net of \$1,174 and \$1,248 allowance for credit losses, respectively)	341,016	335,831
Prepaid expenses and other current assets	76,022	73,653
Current assets of discontinued operations	104,893	116,462
Total current assets	707,636	752,057
Property and equipment (net of \$760,993 and \$742,063 accumulated depreciation, respectively)	203,957	205,711
Intangible assets (net of \$303,970 and \$294,333 accumulated amortization, respectively)	259,622	269,259
Goodwill	995,852	995,852
Deferred income tax assets	748,048	776,202
Deferred compensation plan assets	47,380	54,422
Investments in unconsolidated affiliates	230,395	228,562
Operating lease right-of-use assets	17,845	20,635
Other assets	102,863	98,749
Total assets	\$ 3,313,598	\$ 3,401,449
Liabilities and stockholders' equity		
Accounts payable	\$ 24,655	\$ 22,610
Accrued expenses	47,408	58,482
Revenue share obligations	318,910	292,792
Accrued compensation and benefits	45,072	100,395
Deferred revenue	17,901	19,642
Line of credit and current portion of long-term debt	—	1,008
Current portion of notes payable to former limited partners	76,317	101,523
Current portion of liability related to the sale of future revenues	41,331	51,798
Other current liabilities	56,791	52,589
Current liabilities of discontinued operations	20,163	45,724
Total current liabilities	648,548	746,563
Liability related to the sale of future revenues, less current portion	631,266	599,423
Deferred compensation plan obligations	47,380	54,422
Operating lease liabilities, less current portion	8,067	11,170
Other liabilities	24,154	27,640
Total liabilities	1,359,415	1,439,218
Commitments and contingencies (Note 14)		
Stockholders' equity:		
Class A common stock, \$0.01 par value, 500,000,000 shares authorized; 97,794,635 shares issued and outstanding at September 30, 2024 and 111,456,454 shares issued and 105,027,079 shares outstanding at June 30, 2024	978	1,115
Treasury stock, at cost; 6,429,375 shares at June 30, 2024	—	(250,129)
Additional paid-in capital	2,188,208	2,105,684
(Accumulated deficit) retained earnings	(234,995)	105,590
Accumulated other comprehensive loss	(8)	(29)
Total stockholders' equity	1,954,183	1,962,231
Total liabilities and stockholders' equity	\$ 3,313,598	\$ 3,401,449

See accompanying notes to the unaudited condensed consolidated financial statements.

PREMIER, INC.
Condensed Consolidated Statements of Income and Comprehensive Income
(Unaudited)
(In thousands, except per share data)

	Three Months Ended September 30,	
	2024	2023
Net revenue:		
Net administrative fees	\$ 132,625	\$ 149,886
Software licenses, other services and support	115,517	119,140
Net revenue	248,142	269,026
Cost of revenue:		
Services and software licenses	67,724	64,132
Cost of revenue	67,724	64,132
Gross profit	180,418	204,894
Operating expenses:		
Selling, general and administrative	134,880	133,138
Research and development	586	863
Amortization of purchased intangible assets	9,637	12,553
Operating expenses	145,103	146,554
Operating income	35,315	58,340
Equity in net income (loss) of unconsolidated affiliates	1,833	(1,726)
Interest expense, net	(1,756)	(22)
Other income (expense), net	60,259	(1,092)
Other income (expense), net	60,336	(2,840)
Income before income taxes	95,651	55,500
Income tax expense	22,711	13,731
Net income from continuing operations	72,940	41,769
Net (loss) income from discontinued operations, net of tax	(1,604)	641
Net income	71,336	42,410
Net (income) loss from continuing operations attributable to non-controlling interest	(552)	2,351
Net income attributable to stockholders	\$ 70,784	\$ 44,761
Comprehensive income:		
Net income	\$ 71,336	\$ 42,410
Comprehensive (income) loss attributable to non-controlling interest	(552)	2,351
Foreign currency translation gain (loss)	21	(3)
Comprehensive income attributable to stockholders	\$ 70,805	\$ 44,758
Weighted average shares outstanding:		
Basic	100,380	119,344
Diluted	100,991	120,133
Earnings per share attributable to stockholders:		
Basic earnings per share from continuing operations	\$ 0.72	\$ 0.37
Basic (loss) earnings per share from discontinued operations	(0.01)	0.01
Basic earnings per share attributable to stockholders	\$ 0.71	\$ 0.38
Diluted earnings per share from continuing operations	\$ 0.72	\$ 0.37
Diluted loss per share from discontinued operations	(0.02)	—
Diluted earnings per share attributable to stockholders	\$ 0.70	\$ 0.37

See accompanying notes to the unaudited condensed consolidated financial statements.

PREMIER, INC.
Condensed Consolidated Statements of Stockholders' Equity
Three Months Ended September 30, 2024 and 2023
(Unaudited)
(In thousands, except per share data)

	Class A Common Stock		Treasury Stock		Additional Paid-In Capital	(Accumulated Deficit) Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance at June 30, 2024	105,027	\$ 1,115	6,429	\$ (250,129)	\$ 2,105,684	\$ 105,590	\$ (29)	\$ 1,962,231
Issuance of Class A common stock under equity incentive plan	491	5	—	—	—	—	—	5
Treasury stock	(7,723)	—	7,723	(139,207)	80,000	—	—	(59,207)
Retirement of Class A common stock	—	(142)	(14,152)	389,336	—	(389,194)	—	—
Stock-based compensation expense	—	—	—	—	6,931	—	—	6,931
Repurchase of vested restricted units for employee tax-withholding	—	—	—	—	(4,985)	—	—	(4,985)
Net income	—	—	—	—	—	71,336	—	71,336
Net income attributable to non-controlling interest	—	—	—	—	552	(552)	—	—
Change in ownership of consolidated entity	—	—	—	—	26	—	—	26
Dividends (\$0.21 per share)	—	—	—	—	—	(21,590)	—	(21,590)
Distribution of investment in unconsolidated affiliate to non-controlling interests	—	—	—	—	—	(585)	—	(585)
Foreign currency translation adjustment	—	—	—	—	—	—	21	21
Balance at September 30, 2024	97,795	\$ 978	—	\$ —	\$ 2,188,208	\$ (234,995)	\$ (8)	\$ 1,954,183

	Class A Common Stock		Treasury Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance at June 30, 2023	119,158	\$ 1,256	6,429	\$ (250,129)	\$ 2,178,134	\$ 405,102	\$ (8)	\$ 2,334,355
Issuance of Class A common stock under equity incentive plan	514	5	—	—	—	—	—	5
Stock-based compensation expense	—	—	—	—	6,692	—	—	6,692
Repurchase of vested restricted units for employee tax-withholding	—	—	—	—	(5,178)	—	—	(5,178)
Net income	—	—	—	—	—	42,410	—	42,410
Net loss attributable to non-controlling interest	—	—	—	—	(2,351)	2,351	—	—
Change in ownership of consolidated entity	—	—	—	—	27	—	—	27
Dividends (\$0.21 per share)	—	—	—	—	—	(25,603)	—	(25,603)
Foreign currency translation adjustment	—	—	—	—	—	—	(3)	(3)
Balance at September 30, 2023	119,672	\$ 1,261	6,429	\$ (250,129)	\$ 2,177,324	\$ 424,260	\$ (11)	\$ 2,352,705

See accompanying notes to the unaudited condensed consolidated financial statements.

PREMIER, INC.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	Three Months Ended September 30,	
	2024	2023
Operating activities		
Net income	\$ 71,336	\$ 42,410
Adjustments to reconcile net income to net cash provided by operating activities:		
Net loss (income) from discontinued operations, net of tax	1,604	(641)
Depreciation and amortization	29,288	32,881
Equity in net (income) loss of unconsolidated affiliates	(1,833)	1,726
Deferred income taxes	24,954	(143,435)
Stock-based compensation	6,931	6,692
Other, net	1,672	3,458
Changes in operating assets and liabilities, net of the effects of acquisitions:		
Accounts receivable	2,216	4,203
Contract assets	(10,566)	(16,838)
Prepaid expenses and other assets	8,730	10,241
Accounts payable	397	(6,023)
Revenue share obligations	26,118	3,544
Accrued expenses, deferred revenue and other liabilities	(80,804)	124,432
Net cash provided by operating activities from continuing operations	80,043	62,650
Net cash (used in) provided by operating activities from discontinued operations	(12,396)	19,226
Net cash provided by operating activities	67,647	81,876
Investing activities		
Purchases of property and equipment	(17,718)	(21,270)
Net cash used in investing activities	(17,718)	(21,270)
Financing activities		
Payments on notes payable	(26,214)	(25,823)
Payments on credit facility	—	(215,000)
Proceeds from sale of future revenues	42,325	578,983
Payments on liability related to the sale of future revenues	(20,949)	(4,322)
Cash dividends paid	(21,323)	(25,827)
Repurchase of Class A common stock	(56,440)	—
Other, net	(5,539)	(5,146)
Net cash (used in) provided by financing activities	(88,140)	302,865
Effect of exchange rate changes on cash flows	21	(3)
Net (decrease) increase in cash and cash equivalents	(38,190)	363,468
Cash and cash equivalents at beginning of period	125,146	89,793
Cash and cash equivalents at end of period	\$ 86,956	\$ 453,261

See accompanying notes to the unaudited condensed consolidated financial statements.

PREMIER, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

(1) ORGANIZATION AND BASIS OF PRESENTATION

Organization

Premier, Inc. (“Premier” or the “Company”) is a publicly held, for-profit Delaware corporation located in the United States. The Company is a holding company with no material business operations of its own. The Company’s primary asset is its equity interest in its wholly owned subsidiary Premier Healthcare Solutions, Inc., a Delaware corporation (“PHSI”). The Company conducts substantially all of its business operations through PHSI and its other consolidated subsidiaries. The Company, together with its subsidiaries and affiliates, is a leading technology-driven healthcare improvement company that unites hospitals, health systems, physicians, employers, product suppliers, service providers, and other healthcare providers and organizations to improve and innovate in the clinical, financial and operational areas of their businesses to meet the demands of a rapidly evolving healthcare industry and continues to expand its capabilities to more fully address and coordinate care improvement and standardization in the employer, payer and life sciences markets. Additionally, the Company also provides some of the various products and services noted above to non-healthcare businesses, including through its direct sourcing activities as well as continued access to its group purchasing organization (“GPO”) programs for non-healthcare members whose contracts were sold to OMNIA Partners, LLC (“OMNIA”) (see Note 9 - Liability Related to the Sale of Future Revenues).

The Company’s business model and solutions are designed to provide its members and other customers access to scale efficiencies, spread the cost of their development, provide actionable intelligence derived from anonymized data in the Company’s enterprise data warehouse, mitigate the risk of innovation and disseminate best practices to help the Company’s members and other customers succeed in their transformation to higher quality and more cost-effective healthcare.

The Company, together with its subsidiaries and affiliates, delivers its integrated platform of solutions through two business segments: Supply Chain Services and Performance Services. See Note 15 - Segments for further information related to the Company’s reportable business segments. The Company has no significant foreign operations or revenues. The Supply Chain Services segment includes one of the largest national healthcare GPO programs in the United States, serving acute and continuum of care sites and providing supply chain co-management and purchased services activities. In fiscal year 2025, *Remitra*[®], the Company’s digital invoicing and payables automation business which provides financial support services to healthcare suppliers and providers, began to be reported as a component of the Supply Chain Services segment to align with the Company’s strategy and operations. For comparability purposes, fiscal year 2024 financial measures are presented with Remitra as a component of Supply Chain Services. The Performance Services segment consists of two sub-brands: *PINC AI*[™], the Company’s technology and services platform with offerings that help optimize performance in three main areas – clinical intelligence, margin improvement and value-based care – using advanced analytics to identify improvement opportunities, consulting and managed services for clinical and operational design, and workflow solutions to hardwire sustainable change in the provider, payer and life sciences markets; and *Contigo Health*[®], the Company’s direct-to-employer business which provides third-party administrator services and management of health-benefit programs that enable healthcare providers that are also payers (e.g., payviders) and employers to contract directly with healthcare providers as well as partner with healthcare providers to provide employers access to a specialized care network through Contigo Health’s centers of excellence program and cost containment and wrap network.

Divestiture of Direct Sourcing Business - Discontinued Operations

On September 30, 2024, the Company’s wholly owned subsidiary, Premier Supply Chain Improvement, Inc. (“PSCI”), entered into a Contribution and Exchange Agreement (“CEA”) to exchange all outstanding interests in its direct sourcing subsidiary, SVS LLC d/b/a S2S Global (“S2S Global”), to Prestige Ameritech, Ltd. (“Prestige”) for 9,375,000 limited partnership units, or a 20% minority interest, in Prestige. The transaction closed on October 1, 2024.

The Company met the criteria for classifying certain assets and liabilities of the direct sourcing business as a discontinued operation as of September 30, 2024. Accordingly, unless otherwise indicated, information in the notes to the condensed consolidated financial statements has been retrospectively adjusted to reflect continuing operations for all periods presented. See Note 3 - Discontinued Operations and Exit Activities for further information.

Principles of Consolidation

The accompanying condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the SEC and in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information and

include the assets, liabilities, revenues and expenses of all majority-owned subsidiaries over which the Company exercised control and when applicable, entities for which the Company had a controlling financial interest or was the primary beneficiary. All intercompany transactions from continuing operations have been eliminated upon consolidation. Accordingly, certain information and disclosures normally included in annual financial statements have been condensed or omitted. The accompanying condensed consolidated financial statements reflect all adjustments that, in the opinion of management, are necessary for a fair presentation of results of operations and financial condition for the interim periods shown, consisting of normal recurring adjustments, unless otherwise disclosed. Certain amounts in prior periods have been reclassified to conform to the current period presentation. The Company believes that the disclosures are adequate to make the information presented not misleading and should be read in conjunction with the audited consolidated financial statements and related footnotes contained in the 2024 Annual Report.

Supplementary Cash Flows Information

The following table presents supplementary cash flows information for the three months ended September 30, 2024 and 2023 (in thousands):

	Three Months Ended September 30,	
	2024	2023
Supplemental schedule of non-cash investing and financing activities:		
Non-cash additions to property and equipment	\$ 191	\$ —
Accrued dividend equivalents	450	472
Increase in treasury stock related to a payable as a result of applying trade date accounting when recording the repurchase of Class A common stock	1,602	—
Accrued excise taxes related to repurchase of Class A common stock	1,165	—

Use of Estimates in the Preparation of Financial Statements

The preparation of the Company's condensed consolidated financial statements in accordance with GAAP requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. Significant estimates are evaluated on an ongoing basis, including, but not limited to, estimates for net administrative fees revenue, software licenses, other services and support revenue, contract assets, deferred revenue, contract costs, allowances for credit losses, reserves for net realizable value of inventory, obsolete inventory, useful lives of property and equipment, stock-based compensation, deferred tax balances including valuation allowances on deferred tax assets, uncertain tax positions, values of investments not publicly traded, projected future cash flows used in the evaluation of asset impairments, values of call rights, values of earn-out liabilities and the allocation of purchase prices. These estimates are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(2) SIGNIFICANT ACCOUNTING POLICIES

There have been no material changes to the Company's significant accounting policies as described in the 2024 Annual Report.

(3) DISCONTINUED OPERATIONS AND EXIT ACTIVITIES

In connection with the sale of certain assets and wind down and exit from the direct sourcing business (see Note 1 - Organization and Basis of Presentation), the Company met the criteria for classifying certain assets and liabilities of S2S Global as a discontinued operation as of September 30, 2024. Prior to its classification as a discontinued operation, S2S Global was included as part of the Supply Chain Services segment.

The Company's consolidated subsidiary, PRAM Holdings, LLC ("PRAM"), held an approximate 20% interest in Prestige through PRAM's ownership of Prestige limited partnership units at September 30, 2024 (see Note 4 – Investments). During the three months ended September 30, 2024 and 2023, the Company recorded net income of \$0.3 million and \$0.1 million, respectively, within equity in net income (loss) of unconsolidated affiliates. Following the CEA transaction, PRAM's interest in Prestige will be diluted by an approximate 4% as a result of the additional issuance of limited partnership units to the Company. Premier, through its direct ownership interest in Prestige resulting from the CEA and indirect ownership through PRAM, will hold an aggregate 24% membership interest in Prestige. The ongoing ownership interest represents a continuing involvement which the Company has preliminarily concluded represents an equity method investment.

In order to affect the exchange and provide for the relationship between Premier and Prestige, the Company entered into various agreements, including, among others, the CEA and a transition services agreement. As part of the agreements, the Company has agreed to provide certain transitional services as detailed within respective transition services agreements for a period of time not to exceed one year after the sale. Income related to these transitional services will be immaterial. As part of the CEA, Prestige will remit the first \$4.0 million of sales associated with a certain international manufacturing facility back to Premier. Any incremental revenue will be retained by Prestige.

During the three months ended September 30, 2024 and 2023, the Company recorded revenue of \$0.6 million and \$0.9 million, respectively, within net administrative fees generated through administrative fees resulting from GPO members' purchases on S2S Global's supplier contracts. The Company expects this relationship to continue subsequent to Premier's disposal of S2S Global.

The following table summarizes the major classes of assets and liabilities classified as discontinued operations at September 30, 2024 and June 30, 2024 (in thousands):

	September 30, 2024	June 30, 2024
Assets		
Accounts receivable	\$ 18,345	\$ 25,730
Inventory	72,496	79,799
Prepaid expenses and other current assets	6,876	6,893
Deferred income tax assets	3,200	—
Other assets	3,976	4,040
Current assets of discontinued operations	\$ 104,893	\$ 116,462
Liabilities		
Accounts payable	\$ 14,712	\$ 37,750
Accrued expenses	4,573	7,003
Accrued compensation and benefits	878	971
Current liabilities of discontinued operations	\$ 20,163	\$ 45,724

The following table summarizes the major components of net (loss) income from discontinued operations for the three months ended September 30, 2024 and 2023 (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net revenue	\$ 50,485	\$ 49,726
Cost of revenue	46,055	44,038
Gross profit	4,430	5,688
Operating expenses:		
Selling, general and administrative expense	6,761	4,922
Amortization of purchased intangible assets	—	135
Operating expenses	6,761	5,057
Operating (loss) income from discontinued operations	(2,331)	631
Other (expense) income	(54)	217
Net (loss) income from discontinued operations before income taxes	(2,385)	848
Income tax (benefit) expense	(781)	207
Net (loss) income from discontinued operations, net of tax, attributable to stockholders	\$ (1,604)	\$ 641

(4) INVESTMENTS

Investments in Unconsolidated Affiliates

The Company's investments in unconsolidated affiliates consisted of the following (in thousands):

	Carrying Value		Equity in Net Income (Loss)	
	September 30, 2024	June 30, 2024	Three Months Ended September 30, 2024	2023
FFF	\$ 136,080	\$ 136,080	\$ —	\$ —
Exela	33,458	32,259	1,198	(1,419)
Qventus	16,000	16,000	—	—
Prestige	15,157	14,850	308	119
Other investments	29,700	29,373	327	(426)
Total investments	\$ 230,395	\$ 228,562	\$ 1,833	\$ (1,726)

The Company's wholly owned subsidiary, Premier Supply Chain Improvement, Inc. ("PSCI"), held a 49% interest in FFF Enterprises, Inc. ("FFF") through its ownership of stock of FFF at September 30, 2024 and June 30, 2024. On March 3, 2023, the Company and the majority shareholder of FFF amended the FFF shareholders' agreement and as of the date of the amendment, the Company accounts for its investment in FFF at cost less impairments, if any, plus or minus any observable changes in fair value (refer to the Annual Report on Form 10-K for the fiscal year ended June 30, 2023 for additional information and details regarding the March 2023 amendment). The Company accounts for its investment in FFF as part of the Supply Chain Services segment.

The Company's consolidated subsidiary, ExPre Holdings, LLC ("ExPre"), held an approximate 6% interest in Exela Holdings, Inc. ("Exela") through ExPre's ownership of Exela Class A common stock at September 30, 2024 and June 30, 2024. At September 30, 2024 and June 30, 2024, the Company owned approximately 15% of the membership interest of ExPre, with the remainder of the membership interests held by 11 member health systems or their affiliates. The Company accounts for its investment in Exela using the equity method of accounting and includes the investment as part of the Supply Chain Services segment.

The Company's wholly owned subsidiary, PHSI, held an approximate 7% interest in Qventus, Inc. ("Qventus") through PHSI's ownership of Qventus Series C preferred stock at September 30, 2024 and June 30, 2024. The Company accounts for its investment in Qventus at cost less impairments, if any, plus or minus any observable changes in fair value. The Company includes Qventus as part of the Performance Services segment.

The Company's consolidated subsidiary, PRAM Holdings, LLC ("PRAM"), held an approximate 20% interest in Prestige Ameritech Ltd. ("Prestige") through PRAM's ownership of Prestige limited partnership units at September 30, 2024 and June 30, 2024. At September 30, 2024 and June 30, 2024, the Company owned approximately 26% of the membership interest of PRAM, with the remainder of the membership interests held by 16 member health systems or their affiliates. The Company accounts for its investment in Prestige using the equity method of accounting and includes the investment as part of the Supply Chain Services segment.

On September 30, 2024, the Company's wholly owned subsidiary, PSCI, entered into a contribution and exchange agreement with Prestige. The transaction closed on October 1, 2024, at which time PSCI exchanged all of its holdings in S2S Global for a 20% minority interest in Prestige. As of October 1, 2024, the Company held an approximate 24% interest in Prestige, comprised of the 20% direct ownership interest through its sale of S2S Global (see Note 3 - Discontinued Operations and Exit Activities) as well as its indirect ownership interest through PRAM.

(5) FAIR VALUE MEASUREMENTS

Recurring Fair Value Measurements

The following table represents the Company's financial assets and liabilities, which are measured at fair value on a recurring basis (in thousands):

	Fair Value of Financial Assets and Liabilities	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
September 30, 2024				
Deferred compensation plan assets	\$ 58,222	\$ 58,222	\$ —	\$ —
Total assets	58,222	58,222	—	—
Earn-out liabilities	30,000	—	—	30,000
Total liabilities	\$ 30,000	\$ —	\$ —	\$ 30,000
June 30, 2024				
Deferred compensation plan assets	\$ 61,198	\$ 61,198	\$ —	\$ —
Total assets	61,198	61,198	—	—
Earn-out liabilities	28,549	—	—	28,549
Total liabilities	\$ 28,549	\$ —	\$ —	\$ 28,549

Deferred compensation plan assets consisted of highly liquid mutual fund investments, which were classified as Level 1. The current portion of deferred compensation plan assets (\$10.8 million and \$6.8 million at September 30, 2024 and June 30, 2024, respectively) was included in prepaid expenses and other current assets in the accompanying Condensed Consolidated Balance Sheets.

Financial Instruments Measured at Fair Value on a Recurring Basis Using Significant Unobservable Inputs (Level 3)

Earn-out liabilities

Earn-out liabilities have been established in connection with certain acquisitions, including the acquisition of substantially all of the assets and certain liabilities of Acurity, Inc. and Nexera, Inc. (the "Acurity and Nexera asset acquisition") in February 2020. The earn-out liability related to the Acurity and Nexera asset acquisition was based upon the Company's achievement of a range of member renewals on terms agreed to by the Company and Greater New York Hospital Association based on prevailing market conditions in December 2023. Earn-out liabilities are classified as Level 3 of the fair value hierarchy.

Acurity and Nexera Earn-out ^(a)

The earn-out liability arising from expected earn-out payments related to the Acurity and Nexera asset acquisition was measured on the acquisition date using a probability-weighted expected payment model and was remeasured periodically due to changes in management's estimates of the number of transferred member renewals and market conditions. In determining the fair value of the contingent liabilities, management reviewed the current results of the acquired business, along with projected results for the remaining earn-out period, to calculate the expected earn-out payment to be made based on the contractual terms set out in the acquisition agreement. The Acurity and Nexera earn-out liability did not utilize a credit spread at September 30, 2024. At June 30, 2024, the Acurity and Nexera earn-out liability utilized a credit spread of 1.0%. At September 30, 2024, the maximum number of transferred member renewals had been achieved. As a result, the earn-out payment was determined to be \$30.0 million, which is expected to be paid in the third quarter of fiscal year 2025. The fair value of the Acurity and Nexera earn-out liability at September 30, 2024 and June 30, 2024 was \$30.0 million and \$28.5 million, respectively.

A reconciliation of the Company's Level 3 earn-out liabilities is as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Beginning balance	\$ 28,549	\$ 26,603
Purchases (settlements)	—	—
(Gains) losses ^(a)	1,451	3,258
Ending balance	\$ 30,000	\$ 29,861

(a) Gains on level 3 liability balances will decrease the liability ending balance, and losses on level 3 liability balances will increase the liability ending balance.

Non-Recurring Fair Value Measurements

As a result of the August 2020 Restructuring, the Company recorded non-interest bearing notes payable to former limited partners during the first quarter of fiscal year 2021. Although these notes are non-interest bearing, they include a Level 2 input associated with an implied fixed annual interest rate of 1.8% (see Note 8 - Debt and Notes Payable). As of September 30, 2024 and June 30, 2024, the notes payable to former limited partners were recorded net of discounts of \$0.7 million and \$1.2 million, respectively.

Financial Instruments for Which Fair Value is Only Disclosed

At September 30, 2024, the Company had no non-interest bearing notes payable. At June 30, 2024, the fair values of non-interest bearing notes payable, classified as Level 2, were equal to the carrying value based on an assumed market interest rate of 1.6%.

Other Financial Instruments

The fair values of cash, accounts receivable, accounts payable, accrued liabilities and the Credit Facility (as defined in Note 8 - Debt and Notes Payable) approximated carrying value due to the short-term nature of these financial instruments.

(6) CONTRACT BALANCES

Deferred Revenue

Revenue recognized during the three months ended September 30, 2024 that was included in the opening balance of deferred revenue at June 30, 2024 was \$10.0 million, which is a result of satisfying certain performance obligations.

Performance Obligations

A performance obligation is a contractual obligation to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. Contracts may have a single performance obligation as the agreement to transfer individual goods or services is not separately identifiable from other contractual obligations and, therefore, not distinct, while other contracts may have multiple performance obligations, most commonly due to the contract covering multiple phases or deliverable arrangements (licensing fees, software-as-a-service ("SaaS") subscription fees, maintenance and support fees, and professional fees for consulting services).

Refer to the Company's significant accounting policies in the 2024 Annual Report for discussion of revenue recognition on contracts with customers.

Net revenue of \$4.7 million was recognized during the three months ended September 30, 2024 from performance obligations that were satisfied or partially satisfied in prior periods. The net revenue recognized was driven by an increase of \$4.5 million in net administrative fees revenue related to under-forecasted cash receipts received in the current period and an increase of \$0.2 million associated with revised forecasts from underlying contracts that include variable consideration components as well as additional fluctuations due to input method contracts which occur in the normal course of business.

Net revenue of \$5.3 million was recognized during the three months ended September 30, 2023 from performance obligations that were satisfied or partially satisfied in prior periods. The net revenue recognized was driven by an increase of \$3.8 million associated with revised forecasts from underlying contracts that include variable consideration components as well as additional fluctuations due to input method contracts which occur in the normal course of business and an increase of \$1.5 million in net administrative fees revenue related to under-forecasted cash receipts received in the current period.

Remaining performance obligations represent the portion of the transaction price that has not yet been satisfied or achieved. As of September 30, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was \$724.8 million. The Company expects to recognize approximately 39% of the remaining performance obligations over the next twelve months, an additional 22% over the following twelve months and an additional 28% over the following 36 months, with the remainder recognized thereafter.

(7) GOODWILL AND INTANGIBLE ASSETS

Beginning in fiscal year 2025, Remitra is reported as a component of the Supply Chain Services segment. For comparability purposes, fiscal year 2024 financial measures are presented with Remitra as a component of Supply Chain Services.

Fiscal Year 2024 Impairment

During the year ended June 30, 2024, the Company recorded pre-tax goodwill and intangible asset impairment charges of \$16.5 million and \$113.5 million, respectively, related to the Contigo Health reporting unit. At September 30, 2024 and June 30, 2024, the Contigo Health reporting unit's goodwill and intangible assets were fully impaired.

Goodwill

At both September 30, 2024 and June 30, 2024, the Company had goodwill balances recorded at Supply Chain Services and Performance Services of \$408.3 million and \$587.5 million, respectively. At both September 30, 2024 and June 30, 2024, the Company had accumulated impairment losses to goodwill at Performance Services of \$70.9 million, all of which related to the Contigo Health reporting unit.

Intangible Assets, Net

Intangible assets, net consisted of the following (in thousands):

	Useful Life	September 30, 2024			June 30, 2024		
		Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Member relationships	14.7 years	\$ 386,100	\$ (169,449)	\$ 216,651	\$ 386,100	\$ (162,910)	\$ 223,190
Technology	7.1 years	98,517	(74,898)	23,619	98,517	(73,441)	25,076
Customer relationships	9.3 years	41,430	(32,107)	9,323	41,430	(31,612)	9,818
Trade names	6.8 years	18,420	(14,097)	4,323	18,420	(13,574)	4,846
Non-compete agreements	5.2 years	17,315	(12,597)	4,718	17,315	(12,063)	5,252
Other	5.1 years	1,810	(822)	988	1,810	(733)	1,077
Total		\$ 563,592	\$ (303,970)	\$ 259,622	\$ 563,592	\$ (294,333)	\$ 269,259

The net carrying value of intangible assets by segment was as follows (in thousands):

	September 30, 2024	June 30, 2024
Supply Chain Services	\$ 249,783	\$ 258,480
Performance Services	9,839	10,779
Total intangible assets, net	\$ 259,622	\$ 269,259

The estimated amortization expense for each of the next five fiscal years and thereafter is as follows (in thousands):

2025 ^(a)	\$ 28,552
2026	36,945
2027	34,294
2028	30,681
2029	28,687
Thereafter	100,463
Total amortization expense	\$ 259,622

(a) As of September 30, 2024, estimated amortization expense is for the period from October 1, 2024 to June 30, 2025.

(8) DEBT AND NOTES PAYABLE

Long-term debt and notes payable consisted of the following (in thousands):

	September 30, 2024	June 30, 2024
Notes payable to former limited partners, net of discount	\$ 76,317	\$ 101,523
Other notes payable	—	1,008
Total debt and notes payable	76,317	102,531
Less: current portion	(76,317)	(102,531)
Total long-term debt and notes payable	\$ —	\$ —

Credit Facility

PHSI, along with its consolidated subsidiaries, Premier LP and PSCI (“Co-Borrowers”), and certain domestic subsidiaries of the Co-Borrowers, as guarantors, entered into a senior unsecured Amended and Restated Credit Agreement, dated as of December 12, 2022, subsequently amended by a First Amendment to Credit Agreement dated as of September 23, 2024 (the “Credit Facility”). The Credit Facility has a maturity date of December 12, 2027, subject to up to two one-year extensions, and provides for borrowings of up to \$1.0 billion with (i) a \$50.0 million sub-facility for standby letters of credit and (ii) a \$100.0 million sub-facility for swingline loans. The Credit Facility also provides that Co-Borrowers may from time to time (i) incur incremental term loans and (ii) request an increase in the revolving commitments under the Credit Facility, together up to an aggregate of \$350.0 million, subject to the approval of the lenders providing such term loans or revolving commitment increase. The Credit Facility contains an unconditional and irrevocable guaranty of all obligations of Co-Borrowers under the Credit Facility by the current and future guarantors. Premier is not a guarantor under the Credit Facility.

At both September 30, 2024 and June 30, 2024, the Company had no outstanding borrowings under the Credit Facility with \$995.0 million of available borrowing capacity after reductions for outstanding letters of credit. For the three months ended September 30, 2024, the Company had no new borrowings or repayments under the Credit Facility. At both September 30, 2024 and June 30, 2024, the annual commitment fee, based on the actual daily unused amount of commitments under the Credit Facility, was 0.125%.

On September 23, 2024, the Credit Facility was amended to revise certain definitions related to the Company’s sale of non-healthcare GPO member contracts to OMNIA (see Note 9 - Liability Related to the Sale of Future Revenues). The Company was in compliance with all covenants at September 30, 2024 and June 30, 2024.

Notes Payable

Notes Payable to Former Limited Partners

At September 30, 2024 and June 30, 2024, the Company had \$76.3 million and \$101.5 million of notes payable to former limited partners (“LP”), net of discounts on notes payable of \$0.7 million and \$1.2 million, respectively, recorded to current portion of notes payable to former limited partners in the accompanying Condensed Consolidated Balance Sheets. The notes payable to former LPs were issued in connection with the early termination of the TRA as part of the August 2020 Restructuring. Although the notes payable to former LPs are non-interest bearing, pursuant to GAAP requirements, they were recorded net of imputed interest at a fixed annual rate of 1.8%.

Other

At June 30, 2024, the Company had \$1.0 million in other notes payable, which was included in current portion of long-term debt in the accompanying Condensed Consolidated Balance Sheets. Other notes payable do not bear interest and generally have stated maturities of three to five years from their date of issuance.

(9) LIABILITY RELATED TO THE SALE OF FUTURE REVENUES

Sale of Non-Healthcare GPO Member Contracts

On July 25, 2023 (the “Closing Date”), the Company sold the equity interest in its wholly-owned subsidiary, Non-Healthcare Holdings, LLC, pursuant to an equity purchase agreement with OMNIA (“Equity Purchase Agreement”) for a total purchase price of \$723.8 million, all of which has been received as of September 30, 2024. Pursuant to the terms of the Equity Purchase Agreement, OMNIA acquired Premier’s non-healthcare GPO member agreements which includes the associated net cash flows generated from administrative fees from purchasing on supplier contracts and in conjunction with the execution of the Equity Purchase Agreement, the Company and OMNIA entered into a 10-year channel partnership agreement (the “Channel

Agreement”). Additionally, the Company has the right to retain royalty fees over the term of the Channel Agreement based on the continued growth of the non-healthcare GPO member agreements.

As payments for administrative fees are remitted to OMNIA, the balance of Premier’s obligation will effectively be repaid over the term of the Channel Agreement. The Company calculated the effective interest rate based on future expected revenue, which resulted in an effective annual interest rate of 2.5% which will remain consistent throughout the life of the Channel Agreement.

Changes to several factors that could materially affect the amount and timing of payments to OMNIA could result in an increase or decrease to expected future revenue and interest expense related to the sale of future revenues. To the extent the amount or timing of future payments varies materially from the original estimate, the Company will make a cumulative adjustment to the carrying amount of the liability, which will be recorded as a non-cash gain or loss in other income in the Condensed Consolidated Statements of Income and Comprehensive Income. For the three months ended September 30, 2024 and 2023, the Company did not record cumulative adjustments to the carrying amount of the liability.

At September 30, 2024, the Company had \$672.6 million of debt related to the sale of non-healthcare GPO member contracts and associated future revenues, of which \$41.3 million was recorded to current portion of the liability related to the sale of future revenues in the accompanying Condensed Consolidated Balance Sheets. For the three months ended September 30, 2024, the Company recorded \$15.7 million in revenue that was sold to OMNIA in net administrative fees, net of royalty fees retained, and \$4.4 million in interest expense related to the sale of future revenues in interest expense, net in the Condensed Consolidated Statements of Income and Comprehensive Income.

A reconciliation of the liability related to the sale of future revenues was as follows (in thousands):

Beginning balance as of June 30, 2024	\$	651,221
Proceeds from the sale of future revenues		42,325
Imputed interest expense associated with the sale of future revenues		4,351
Payments against the liability related to the sale of future revenues		(25,300)
Ending balance as of September 30, 2024	\$	672,597

(10) STOCKHOLDERS' EQUITY

As of September 30, 2024, there were 97,794,635 shares of the Company’s Class A common stock (“Common Stock”), par value \$0.01 per share, outstanding.

Share Repurchase Authorization

In February 2024, the Company announced that its Board of Directors approved a new share repurchase authorization for up to \$1.0 billion of its Common Stock (the “Share Repurchase Authorization”) and that the Company entered into an accelerated share repurchase agreement (the “ASR Agreement”) with Bank of America, N.A. (“Bank of America”) pursuant to the Share Repurchase Authorization to repurchase an aggregate of \$400.0 million of shares of the Company’s Common Stock, excluding fees and expenses. Under the terms of the ASR Agreement, the Company made a payment of \$400.0 million to Bank of America and, in February 2024, received initial deliveries of an aggregate of 15.0 million shares of the Company’s Common Stock, or \$320.0 million. On July 11, 2024, as final settlement of the share repurchase transaction under the ASR Agreement, the Company received from Bank of America an additional 4.8 million shares of the Company’s Common Stock. In total, the Company repurchased 19.9 million shares of its Common Stock under the ASR Agreement at \$20.12 per share, which represents the volume-weighted average share price of the Company’s Common Stock during the term of the ASR Agreement less a discount. The shares delivered were recorded in treasury stock and immediately retired and recorded to retained earnings in the Company’s Condensed Consolidated Balance Sheet.

On August 20, 2024, the Company announced that the Company’s Board of Directors approved the execution of another \$200.0 million of Common Stock repurchases under the Share Repurchase Authorization. As of September 30, 2024, the Company had repurchased 2.9 million shares of Common Stock at an average price of \$20.18 per share for a total purchase price of \$58.0 million. There can be no assurances regarding the timing or number of shares of Common Stock purchased under this authorization. The repurchase authorization may be suspended, delayed or discontinued at any time at the discretion of the Company’s Board of Directors.

During the three months ended September 30, 2024, the Company paid cash dividends of \$0.21 per share on outstanding shares of the Company’s Common Stock to stockholders on September 15, 2024. On October 24, 2024, the Board of Directors

declared a quarterly cash dividend of \$0.21 per share, payable on December 15, 2024 to stockholders of record on December 1, 2024.

(11) EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income attributable to stockholders by the weighted average number of shares of Common Stock outstanding for the period. Except when the effect would be anti-dilutive, the diluted earnings per share calculation, which is calculated using the treasury stock method, includes the impact of all potentially issuable dilutive shares of Common Stock.

The following table provides a reconciliation of the numerator and denominator used for basic and diluted earnings per share (in thousands, except per share amounts):

	Three Months Ended September 30,	
	2024	2023
Numerator for basic and diluted earnings per share:		
Net income from continuing operations attributable to stockholders	\$ 72,388	\$ 44,120
Net (loss) income from discontinued operations attributable to stockholders	(1,604)	641
Net income attributable to stockholders ^(a)	<u>\$ 70,784</u>	<u>\$ 44,761</u>
Denominator for earnings per share:		
Basic weighted average shares outstanding	100,380	119,344
Effect of dilutive securities: ^(b)		
Restricted stock units	611	534
Performance share awards	—	255
Diluted weighted average shares	<u>100,991</u>	<u>120,133</u>
Earnings per share attributable to stockholders:		
Basic earnings per share from continuing operations	\$ 0.72	\$ 0.37
Basic (loss) earnings per share from discontinued operations	(0.01)	0.01
Basic earnings per share attributable to stockholders	<u>\$ 0.71</u>	<u>\$ 0.38</u>
Diluted earnings per share from continuing operations	\$ 0.72	\$ 0.37
Diluted loss per share from discontinued operations	(0.02)	—
Diluted earnings per share attributable to stockholders	<u>\$ 0.70</u>	<u>\$ 0.37</u>

(a) Net income from continuing operations attributable to stockholders was calculated as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net income from continuing operations	\$ 72,940	\$ 41,769
Net (income) loss from continuing operations attributable to non-controlling interest	(552)	2,351
Net income from continuing operations attributable to stockholders	<u>\$ 72,388</u>	<u>\$ 44,120</u>

(b) Stock options and restricted stock units excluded from diluted weighted average shares outstanding as their effects were anti-dilutive totaled 1.6 million for the three months ended September 30, 2024. Additionally, performance share awards excluded from diluted weighted average shares outstanding as the awards had not satisfied the applicable performance criteria at the end of the period were 0.3 million for the three months ended September 30, 2024.

Stock options and restricted stock units excluded from diluted weighted average shares outstanding as their effects were anti-dilutive totaled 1.3 million for the three months ended September 30, 2023. Additionally, performance share awards excluded from diluted weighted average shares outstanding as the awards had not satisfied the applicable performance criteria at the end of the period were 0.2 million for the three months ended September 30, 2023.

(12) STOCK-BASED COMPENSATION

Stock-based compensation expense is recognized over the requisite service period, which generally equals the stated vesting period. The associated deferred tax benefit was calculated at a tax rate of 25% for the three months ended September 30, 2024 and 2023, which represents the expected effective income tax rate at the time of the compensation expense deduction and

differs from the Company's current effective income tax rate. See Note 13 - Income Taxes for further information related to income taxes.

Stock-based compensation expense and the resulting deferred tax benefits were as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Pre-tax stock-based compensation expense	\$ 6,931	\$ 6,692
Less: deferred tax benefit ^(a)	1,255	1,544
Total stock-based compensation expense, net of tax	\$ 5,676	\$ 5,148

(a) For the three months ended September 30, 2024 and 2023, the deferred tax benefit was reduced by \$0.5 million and \$0.2 million, respectively, attributable to stock-based compensation expense that is nondeductible for tax purposes pursuant to Section 162(m) as amended by the Tax Cuts and Jobs Act of 2017.

Premier 2013 Equity Incentive Plan

The Premier 2013 Equity Incentive Plan, as amended and restated (and including any further amendments thereto, the "2013 Equity Incentive Plan"), provided for grants of up to 14.8 million shares of Common Stock, all of which were eligible to be issued as non-qualified stock options, incentive stock options, stock appreciation rights, restricted stock, restricted stock units or performance share awards. On September 24, 2023, the 2013 Equity Incentive Plan expired; no new grants will be issued under the plan.

Premier 2023 Equity Incentive Plan

The Premier 2023 Equity Incentive Plan (the "2023 Equity Incentive Plan"), which became effective December 1, 2023, provides for grants of up to 6.0 million shares of the Company's Common Stock, all of which are eligible to be issued as non-qualified stock options, incentive stock options, stock appreciation rights, restricted shares, restricted stock units or performance share awards. As of September 30, 2024, there were approximately 4.1 million shares available for grant under the 2023 Equity Incentive Plan.

The following table includes information related to restricted stock, performance share awards and stock options granted under either the 2013 Equity Incentive Plan or the 2023 Equity Incentive Plan for the three months ended September 30, 2024:

	Restricted Stock		Performance Share Awards		Stock Options	
	Number of Awards	Weighted Average Fair Value at Grant Date	Number of Awards	Weighted Average Fair Value at Grant Date	Number of Options	Weighted Average Exercise Price
Outstanding at June 30, 2024	2,201,729	\$ 28.23	1,578,203	\$ 28.14	443,580	\$ 33.17
Granted	970,035	20.50	469,847	18.21	—	—
Vested/exercised	(733,180)	31.61	—	—	—	—
Forfeited	(70,082)	24.93	(63,003)	22.29	(139,761)	32.06
Outstanding at September 30, 2024	2,368,502	\$ 24.11	1,985,047	\$ 22.40	303,819	\$ 33.68
Stock options outstanding and exercisable at September 30, 2024					303,819	\$ 33.68

Restricted stock units and restricted stock awards issued prior to June 1, 2023 generally vest in full at the end of a three-year period for employees and a one-year period for directors. Beginning June 1, 2023, restricted stock units and restricted stock awards issued to employees generally vest in equal annual installments over a three-year period. Performance share awards issued and outstanding generally vest at the end of a three-year period subject to whether and to what extent performance targets are met. Stock options generally vest in equal annual installments over a three-year period. Stock options have a term of ten years from the date of grant. Vested stock options will generally expire on the earlier of the scheduled expiration date and twelve months after an employee's termination with the Company; however, in certain termination circumstances, vested stock options will expire on the earlier of the scheduled expiration date and 90 days after an employee's termination with the Company.

Unrecognized stock-based compensation expense at September 30, 2024 was as follows (in thousands):

	Unrecognized Stock-Based Compensation Expense	Weighted Average Amortization Period
Restricted stock	\$ 43,530	2.2 years
Performance share awards	20,126	2.5 years
Total unrecognized stock-based compensation expense	\$ 63,656	2.3 years

At September 30, 2024, there was no unrecognized stock-based compensation expense for outstanding stock options. There were no options exercised during the three months ended September 30, 2024, and the stock options outstanding and exercisable at September 30, 2024 had zero aggregate intrinsic value.

(13) INCOME TAXES

Income tax expense on continuing operations for the three months ended September 30, 2024 and 2023 was \$22.7 million and \$13.7 million, respectively. This reflects effective tax rates of 24% and 25% for the three months ended September 30, 2024 and 2023, respectively. The change in the effective tax rate is primarily attributable to changes in stock-based compensation expense, state law repricing and statute of limitation release on uncertain tax positions.

(14) COMMITMENTS AND CONTINGENCIES

Operating Leases

Operating lease expense for the three months ended September 30, 2024 and 2023 was \$2.0 million and \$2.4 million, respectively. As of September 30, 2024, the weighted average remaining lease term was 1.9 years and the weighted average discount rate was 6%.

Future minimum lease payments under noncancellable operating leases with initial lease terms in excess of one year were as follows (in thousands):

	September 30, 2024	June 30, 2024
2025 ^(a)	\$ 9,525	\$ 12,938
2026	9,469	9,469
2027	1,486	1,486
2028	166	166
2029	170	170
Thereafter	309	309
Total future minimum lease payments	21,125	24,538
Less: imputed interest	1,143	1,110
Total operating lease liabilities ^(b)	\$ 19,982	\$ 23,428

(a) As of September 30, 2024, future minimum lease payments are for the period from October 1, 2024 to June 30, 2025.

(b) As of September 30, 2024, the Company had \$11.9 million of operating lease liabilities within other current liabilities in the accompanying Condensed Consolidated Balance Sheets.

During the three months ended September 30, 2024, the Company had commitments arising from a lease that had not yet commenced related to a lease modification for its corporate headquarters, which is expected to commence in fiscal year 2026 with an initial lease term of approximately eight years.

Other Matters

The Company is not currently involved in any litigation it believes to be material. The Company is periodically involved in litigation, arising in the ordinary course of business or otherwise, which from time to time may include stockholder derivative or other similar litigation, claims relating to commercial, product liability, tort and personal injury, employment, antitrust, intellectual property, or other regulatory matters. If current or future government regulations, including but not limited to those with respect to antitrust or healthcare laws, are interpreted or enforced in a manner adverse to the Company or its business, the

Company may be subject to regulatory inquiries or investigations, enforcement actions, penalties and other material limitations which could have a material adverse effect on the Company's business, financial condition and results of operations.

(15) SEGMENTS

The Company delivers its solutions and manages its business through two reportable business segments, the Supply Chain Services segment and the Performance Services segment. The Supply Chain Services segment includes the Company's GPO, supply chain co-management, purchased services activities and *Remitra*, the Company's digital invoicing and payables automation business. The Performance Services segment consists of two sub-brands: *PINC AI*, the Company's technology and services platform, and *Contigo Health*, the Company's direct-to-employer business.

Beginning in fiscal year 2025, Remitra is reported as a component of the Supply Chain Services segment. For comparability purposes, fiscal year 2024 financial measures are presented with Remitra as a component of Supply Chain Services.

The following table presents disaggregated revenue by business segment and underlying source (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net revenue:		
Supply Chain Services		
Net administrative fees	\$ 132,625	\$ 149,886
Software licenses, other services and support	18,763	13,390
Total Supply Chain Services ^(a)	151,388	163,276
Performance Services		
Software licenses, other services and support		
SaaS-based products subscriptions	38,911	45,340
Consulting services	19,689	23,768
Software licenses	20,947	14,738
Other ^(b)	17,207	21,904
Total Performance Services ^(a)	96,754	105,750
Net revenue	\$ 248,142	\$ 269,026

(a) Includes intersegment revenue that is eliminated in consolidation. Intersegment revenue is not separately identified in Segments as the amounts are not material.

(b) Includes revenue from Contigo Health and certain revenue from PINC AI.

Additional segment information related to depreciation and amortization expense, capital expenditures and total assets was as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Depreciation and amortization expense ^(a):		
Supply Chain Services	\$ 15,577	\$ 14,893
Performance Services	12,223	15,887
Corporate	1,488	2,101
Total depreciation and amortization expense	\$ 29,288	\$ 32,881
Capital expenditures:		
Supply Chain Services	\$ 7,335	\$ 12,237
Performance Services	10,326	8,118
Corporate	57	915
Total capital expenditures	\$ 17,718	\$ 21,270
	September 30, 2024	June 30, 2024
Total assets ^(b):		
Supply Chain Services	\$ 1,543,392	\$ 1,629,042
Performance Services	1,021,640	986,993
Corporate	748,561	785,408
Total assets before eliminations	3,313,593	3,401,443
Eliminations ^(c)	5	6
Total assets	\$ 3,313,598	\$ 3,401,449

(a) Includes amortization of purchased intangible assets.

(b) As of September 30, 2024 and June 30, 2024, Supply Chain Services total assets included \$104.9 million and \$116.5 million, respectively, in assets of discontinued operations related to S2S Global.

(c) Includes eliminations of intersegment transactions which occur during the ordinary course of business.

The Company uses Segment Adjusted EBITDA (a financial measure not determined in accordance with generally accepted accounting principles (“Non-GAAP”)) as its primary measure of profit or loss to assess segment performance and to determine the allocation of resources. The Company also uses Segment Adjusted EBITDA to facilitate the comparison of the segment operating performance on a consistent basis from period to period. The Company defines Segment Adjusted EBITDA as the segment’s net revenue less cost of revenue and operating expenses directly attributable to the segment excluding depreciation and amortization, amortization of purchased intangible assets, merger and acquisition-related expense and non-recurring or non-cash items. Operating expenses directly attributable to the segment include expenses associated with sales and marketing, general and administrative and product development activities specific to the operation of each segment. General and administrative corporate expenses that are not specific to a particular segment are not included in the calculation of Segment Adjusted EBITDA. Segment Adjusted EBITDA also excludes any income and expense that has been classified as discontinued operations.

The Company has revised the definition for Segment Adjusted EBITDA from the definition reported in the 2024 Annual Report to exclude the operating income from revenues sold to OMNIA in connection with the sale of non-healthcare GPO member contracts, less royalty fees retained. For comparability purposes, prior year Non-GAAP measures are presented based on the current definition.

For more information on Segment Adjusted EBITDA and the use of Non-GAAP financial measures, see “Our Use of Non-GAAP Financial Measures” within Item 2 - Management’s Discussion and Analysis of Financial Condition and Results of Operations.

A reconciliation of income before income taxes to unaudited Segment Adjusted EBITDA, a Non-GAAP financial measure, is as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Income before income taxes	\$ 95,651	\$ 55,500
Equity in net (income) loss of unconsolidated affiliates ^(a)	(1,833)	1,726
Interest expense, net	1,756	22
Other (income) expense, net	(60,259)	1,092
Operating income	35,315	58,340
Depreciation and amortization	19,651	20,328
Amortization of purchased intangible assets	9,637	12,553
Stock-based compensation ^(b)	7,140	6,893
Acquisition- and disposition-related expenses	2,884	6,205
Strategic initiative and financial restructuring-related expenses	110	1,746
Operating income from revenues sold to OMNIA	(15,710)	(11,666)
Deferred compensation plan expense (income) ^(c)	2,692	(1,125)
Other reconciling items, net	709	34
Total Non-GAAP Adjusted EBITDA ^(d)	\$ 62,428	\$ 93,308
Non-GAAP Adjusted EBITDA ^(d):		
Supply Chain Services ^(e)	\$ 77,511	\$ 101,387
Performance Services ^(e)	14,949	22,930
Segment Adjusted EBITDA	92,460	124,317
Corporate	(30,032)	(31,009)
Total Non-GAAP Adjusted EBITDA	\$ 62,428	\$ 93,308

(a) Refer to Note 4 - Investments for more information.

(b) Includes non-cash employee stock-based compensation expense and stock purchase plan expense of \$0.2 million for both the three months ended September 30, 2024 and 2023.

(c) Represents changes in deferred compensation plan obligations resulting from realized and unrealized gains and losses and dividend income on deferred compensation plan assets.

(d) The definition for Non-GAAP Adjusted EBITDA was revised from the definition reported in the 2024 Annual Report to exclude the operating income from revenues sold to OMNIA in connection with the sale of non-healthcare GPO member contracts, less royalty fees retained. For comparability purposes, prior year Non-GAAP financial measures are presented based on the current definition.

(e) Includes intersegment revenue which is eliminated in consolidation.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our condensed consolidated financial statements and the notes thereto included elsewhere in this Quarterly Report. This discussion is designed to provide the reader with information that will assist in understanding our condensed consolidated financial statements, the changes in certain key items in those financial statements from quarter to quarter, and the primary factors that accounted for those changes, as well as how certain accounting principles affect our condensed consolidated financial statements. In addition, the following discussion includes certain forward-looking statements. For a discussion of important factors, including the continuing development of our business and other factors which could cause actual results to differ materially from the results referred to in the forward-looking statements, see the discussions under “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” herein and in our Annual Report on Form 10-K for the fiscal year ended June 30, 2024 (the “2024 Annual Report”), filed with the Securities and Exchange Commission (“SEC”).

Business Overview

Our Business

Premier, Inc. (“Premier,” the “Company,” “we” or “our”) is a leading technology-driven healthcare improvement company, uniting an alliance of U.S. hospitals, health systems and other providers and organizations to transform healthcare. We partner with hospitals, health systems, physicians, employers, product suppliers, service providers, payers and other healthcare providers and organizations with the common goal of improving and innovating in the clinical, financial and operational areas of their businesses to meet the demands of a rapidly evolving healthcare industry. We deliver value through a comprehensive technology-enabled platform that offers critical supply chain services, clinical, financial, operational and value-based care software-as-a-service (“SaaS”) as well as clinical and enterprise analytics licenses, consulting services, performance improvement collaborative programs, third-party administrator services, access to our centers of excellence program, cost containment and wrap network and digital invoicing and payment automation processes for healthcare suppliers and providers. We also continue to expand our capabilities to more fully address and coordinate care improvement and standardization in the employer, payer and life sciences markets. We also provide some of the various products and services noted above to non-healthcare businesses.

We generated net revenue, net income from continuing operations and Adjusted EBITDA (a financial measure not determined in accordance with generally accepted accounting principles (“Non-GAAP”)) for the periods presented as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net revenue	\$ 248,142	\$ 269,026
Net income from continuing operations	72,940	41,769
Non-GAAP Adjusted EBITDA	62,428	93,308

See “Our Use of Non-GAAP Financial Measures” and “Results of Operations” below for a discussion of our use of Non-GAAP Adjusted EBITDA and a reconciliation of net (loss) income from continuing operations to Non-GAAP Adjusted EBITDA.

Strategic Review

In February 2024, we announced that our Board of Directors concluded its exploration of strategic alternatives. As part of the strategic review process, the Board of Directors authorized us to seek partners for some or all of our holdings in Contigo Health, LLC (“Contigo Health”), our subsidiary focused on providing comprehensive services that optimize employee health benefits, and SVS LLC d/b/a S2S Global (“S2S Global”), our direct sourcing subsidiary. On September 30, 2024, our wholly owned subsidiary, Premier Supply Chain Improvement, Inc. (“PSCI”), entered into a contribution and exchange agreement with Prestige Ameritech, Ltd. (“Prestige”) pursuant to which PSCI exchanged all of its holdings in S2S Global for 9,375,000 limited partnership units, or a 20% minority interest, in Prestige. This minority interest ownership is in addition to an existing indirect investment made in Prestige in 2020, increasing our total ownership (direct and indirect) interest in Prestige to approximately 24% in the aggregate. The transaction closed on October 1, 2024. See Note 3 - Discontinued Operations and Exit Activities to the accompanying condensed consolidated financial statements for further information.

Additionally, on February 2, 2024, our Board of Directors authorized the repurchase of up to \$1.0 billion of our outstanding Class A common stock (“Common Stock”) (“Share Repurchase Authorization”). On February 5, 2024, under the Share Repurchase Authorization, we entered into an accelerated share repurchase agreement (the “ASR Agreement”) with Bank of America, N.A. (“Bank of America”) to repurchase an aggregate of \$400.0 million of shares of our Common Stock. Final

settlement of the accelerated share repurchase transaction pursuant to the ASR Agreement was completed on July 11, 2024. On August 20, 2024, we announced that our Board of Directors approved execution of another \$200.0 million of Common Stock repurchases under the Share Repurchase Authorization. Refer to “Share Repurchase Authorization” within “Contractual Obligations” section of Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations for more information.

Our Business Segments

Our business model and solutions are designed to provide our members and other customers access to scale efficiencies, spread the cost of their development, provide actionable intelligence derived from anonymized data in our enterprise data warehouse, mitigate the risk of innovation and disseminate best practices that will help our members and other customers succeed in their transformation to higher quality and more cost-effective healthcare. We deliver our integrated platform of solutions that address the areas of clinical intelligence, margin improvement and value-based care through two business segments: Supply Chain Services and Performance Services.

Segment net revenue for the three months ended September 30, 2024 and 2023 was as follows (in thousands):

Net revenue:	Three Months Ended September 30,			% of Net Revenue			
	2024	2023	Change	2024	2023		
Supply Chain Services	\$ 151,388	\$ 163,276	\$ (11,888)	(7) %	61 %		61 %
Performance Services	96,754	105,750	(8,996)	(9) %	39 %		39 %
Segment net revenue	\$ 248,142	\$ 269,026	\$ (20,884)	(8) %	100 %		100 %

Our Supply Chain Services segment includes one of the largest national healthcare group purchasing organization (“GPO”) programs in the United States, serving acute and continuum of care sites and providing supply chain co-management and purchased services activities. In fiscal year 2025, *Remitra*[®], our digital invoicing and payables automation business which provides financial support services to healthcare suppliers and providers, is reported as a component of our Supply Chain Services segment to align with our strategy and operations. For comparability purposes, fiscal year 2024 financial measures are presented with Remitra as a component of Supply Chain Services.

Our Performance Services segment consists of two sub-brands: *PINC AI*[™], our technology and services platform with offerings that help optimize performance in three main areas – clinical intelligence, margin improvement and value-based care – using advanced analytics to identify improvement opportunities, consulting and managed services for clinical and operational design, and workflow solutions to hardwire sustainable change in the provider, payer and life sciences markets; and *Contigo Health*[®], our direct-to-employer business which provides third-party administrator services and management of health benefit programs that enable healthcare providers that are also payers (e.g. payviders) and employers to contract directly with healthcare providers as well as partner with the healthcare providers to provide employers access to a specialized care network through Contigo Health’s centers of excellence program and cost containment and wrap network.

Sales and Divestitures

Sale of Non-Healthcare GPO Member Contracts

On July 25, 2023, we sold substantially all of our non-healthcare GPO member contracts pursuant to an equity purchase agreement with OMNIA Partners, LLC (“OMNIA”) for a purchase price of \$723.8 million. For a period of at least 10 years following the closing, the non-healthcare GPO members will continue to be able to make purchases through our group purchasing contracts. See Note 9 - Liability Related to the Sale of Future Revenues to the accompanying condensed consolidated financial statements for further information.

Divestiture of Direct Sourcing Business - Discontinued Operations

On September 30, 2024, our wholly owned subsidiary, PSCI, entered into a contribution and exchange agreement with Prestige Ameritech, Ltd., pursuant to which PSCI exchanged all of its holdings in S2S Global for a 20% minority interest in Prestige. This new minority interest ownership is in addition to an existing indirect investment made in Prestige in 2020, increasing our total ownership (direct and indirect) interest in Prestige to approximately 24% in the aggregate.

We met the criteria for classifying certain assets and liabilities of the direct sourcing business as a discontinued operation as of September 30, 2024. Accordingly, unless otherwise indicated, information in this Quarterly Report has been retrospectively adjusted to reflect continuing operations for all periods presented. See Note 3 - Discontinued Operations and Exit Activities to the accompanying condensed consolidated financial statements for further information.

Market and Industry Trends and Outlook

We expect that certain trends and economic or industrywide factors will continue to affect our business, in both the short- and long-term. We have based our expectations described below on assumptions made by us and on information currently available to us. To the extent our underlying assumptions about, or interpretation of, available information prove to be incorrect, our actual results may vary materially from our expected results. See “Cautionary Note Regarding Forward-Looking Statements” and “Risk Factors” herein and in the 2024 Annual Report.

Trends in the U.S. healthcare market as well as the broader U.S. and global economy affect our revenues and costs in the Supply Chain Services and Performance Services segments. The trends we see affecting our current business include the impact of inflation on the broader economy, the significant increase in input costs in healthcare, including the rising cost of labor, and the impact of the implementation of current or future healthcare legislation. Implementation of healthcare legislation could be disruptive for Premier and our customers, impacting revenue, reporting requirements, payment reforms, shift in care to the alternate site market and increased data availability and transparency. To meet the demands of this environment, there will be increased focus on scale and cost containment and healthcare providers will need to measure and report on and bear financial risk for outcomes. Over the long-term, we believe these trends will result in increased demand for our Supply Chain Services and Performance Services solutions in the areas of cost management, quality and safety, and value-based care; however, there are uncertainties and risks that may affect the actual impact of these anticipated trends, expected demand for our services or related assumptions on our business.

Impact of Inflation

While the U.S. inflation rate has declined from its peak in calendar year 2022, the U.S. economy is still experiencing elevated rates of inflation compared to the recent past. We believe that we have continued to limit the impact of inflation on our members and believe that we maintain significantly lower inflation impacts across our diverse product portfolio than national levels. However, in certain areas of our business, there is still some level of risk and uncertainty for our members and other customers as labor costs, raw material costs and availability, higher interest rates and inflation continue to pressure supplier pricing as well as apply significant pressure on our margin.

We continue to evaluate the contributing factors which have led to adjustments to selling prices. We are continuously working to manage price increases as market conditions change. The impact of inflation on our aggregated product portfolio is partially mitigated by contract term price protection for a large portion of our portfolio. See Item 1A “Risk Factors” in our 2024 Annual Report.

Furthermore, while the Federal Reserve may seek to reduce market interest rates, they may continue to be elevated, increasing the cost of borrowing under our Credit Facility (as defined in Note 8 - Debt and Notes Payable to the accompanying condensed consolidated financial statements) as well as impacting our results of operations, financial condition and cash flows.

Geopolitical Tensions

Geopolitical tensions continue to affect the global economy and financial markets, as well as exacerbate ongoing economic challenges, including issues such as rising inflation, energy costs, logistics costs, tariffs and global supply-chain disruption.

We continue to monitor the impacts of geopolitical tensions on macroeconomic conditions and prepare for any implications they may have on member demand, our suppliers’ ability to deliver products, cybersecurity risks and our liquidity and access to capital. See Item 1A “Risk Factors” in our 2024 Annual Report.

Critical Accounting Policies and Estimates

Refer to Note 1 - Organization and Basis of Presentation and Note 2 - Significant Accounting Policies to the accompanying condensed consolidated financial statements for more information related to our use of estimates in the preparation of financial statements as well as information related to material changes in our significant accounting policies that were included in our 2024 Annual Report.

Goodwill

We perform goodwill impairment testing on an annual basis as well as when impairment indicators are present. On a quarterly basis, we perform a qualitative assessment to determine if an impairment is more likely than not to have occurred and evaluate whether the fair value for one or more reporting units is greater than their carrying value. The results of the fiscal year 2024 annual goodwill impairment testing indicated that our Informatics and Technology Services (“ITS”) reporting unit had a heightened risk of future impairments if any assumptions, estimates or market factors unfavorably change in the future. No triggering events were identified during the three months ended September 30, 2024 that would indicate the fair value of the

ITS reporting unit was below its carrying value. As a result of the ongoing heightened risk of future impairments, we continue to closely monitor any events, circumstances or changes in this business that might imply a reduction in the estimated fair value and may lead to goodwill impairment.

New Accounting Standards

There were no new accounting standards adopted by the Company during the three months ended September 30, 2024.

Key Components of Our Results of Operations

Net Revenue

Net revenue consists of net administrative fees revenue, software licenses, other services and support revenue and products revenue.

Supply Chain Services

Supply Chain Services revenue is comprised of:

- net administrative fees revenue which consists of gross administrative fees received from suppliers, reduced by the amount of revenue share paid to members;
- software licenses, other services and support revenue which consist of supply chain co-management and purchased services revenue; and
- fees from healthcare suppliers and providers associated with Remitra.

The success of our Supply Chain Services revenue streams is influenced by our ability to negotiate favorable contracts with suppliers and members, the number of members that utilize our GPO supplier contracts and the volume of their purchases, the impact of changes in the defined allowable reimbursement amounts determined by Medicare, Medicaid and other managed care plans and the impact of competitive pricing. We believe that some of our GPO competitors may offer higher revenue share arrangements to some of their customers compared to our average arrangements. As we have renewed certain GPO member contracts during fiscal years 2024 and 2025, competitive pressure has resulted in increases to our average fee share paid to members, a trend that is expected to continue, particularly as we continue to renew GPO member contracts that were extended at the time of our August 2020 Restructuring. In fiscal year 2025, we are targeting additional member agreements for renewal that would result in a cumulative total of more than 75% of the gross administrative fees associated with the member agreements extended in 2020 being through the renewal process by the end of fiscal year 2025. We expect to target the remaining associated member agreements for renewal in fiscal years 2026 and 2027. Also refer to “*Impact of Inflation*” within “*Liquidity and Capital Resources*” section of Item 2 - Management’s Discussion and Analysis of Financial Condition and Results of Operations for discussion of inflation and its impact on our Supply Chain Services’ businesses.

Performance Services

Performance Services revenue is comprised of the following software licenses, other services and support revenue:

- healthcare information technology license and SaaS-based clinical intelligence, margin improvement and value-based care products subscriptions, license fees, professional fees for consulting services, PINC AI data licenses, performance improvement collaborative and other service subscriptions and insurance services management fees and commissions from endorsed commercial insurance programs under our PINC AI technology and services platform; and
- third-party administrator fees, fees from the centers of excellence program and cost containment and wrap network fees for Contigo Health.

Our Performance Services growth will depend upon the expansion of services to new and existing members and other customers, renewal of existing subscriptions to our SaaS and licensed software products and the shift from recurring subscription-based agreements to enterprise analytics licenses at a sufficient rate to offset reductions in recurring SaaS-based revenue.

Cost of Revenue

Cost of revenue consists of cost of services and software licenses revenue.

Cost of services and software licenses revenue includes expenses related to employees, consisting of compensation- and benefits-related costs, and outside consultants who directly provide services related to revenue-generating activities, including consulting services to members and other customers, third-party administrator services and implementation services related to our SaaS and licensed software products along with associated amortization of certain capitalized contract costs. Amortization

of contract costs represent amounts that have been capitalized and reflect the incremental costs of obtaining and fulfilling a contract including costs related to implementing SaaS informatics tools. Cost of services and software licenses revenue also includes expenses related to hosting services, related data center capacity costs, third-party product license expenses and amortization of the cost of internally developed software applications.

Refer to “*Impact of Inflation*” within “Liquidity and Capital Resources” section of Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations for discussion of inflation and its impact on our business.

Operating Expenses

Operating expenses includes selling, general and administrative (“SG&A”) expenses, research and development expenses and amortization of purchased intangible assets.

SG&A expenses are directly associated with selling and administrative functions and support of revenue-generating activities including expenses to support and maintain our software-related products and services. SG&A expenses primarily consist of: compensation- and benefits-related costs; travel-related expenses; business development expenses, including costs for business acquisition opportunities; non-recurring strategic initiative and financial restructuring-related expenses; indirect costs such as insurance, professional fees and other general overhead expenses; and amortization of certain contract costs. Amortization of contract costs represent amounts, including sales commissions, that have been capitalized and reflect the incremental costs of obtaining and fulfilling a contract. SG&A expenses can also include impairment of assets which includes goodwill impairment charges recognized when the reporting unit's carrying amount exceeds its fair value and impairment losses on intangibles and other long-lived assets when the carrying value of the asset subject to amortization may not be recoverable from the estimated cash flows expected to result from its use and eventual disposition (see Note 5 - Fair Value Measurements and Note 7 - Goodwill and Intangible Assets to the accompanying condensed consolidated financial statements for further information).

Research and development expenses consist of employee-related compensation and benefit expenses and third-party consulting fees of technology professionals, net of capitalized labor, incurred to develop our software-related products and services prior to reaching technological feasibility.

Amortization of purchased intangible assets includes the amortization of all identified intangible assets.

Other Income (Expense), Net

Other income (expense), net, primarily includes interest income and expense and equity in net income of unconsolidated affiliates that is generated from our equity method investments. Other income, net, may also include, but is not limited to, realized and unrealized gains or losses on deferred compensation plan assets, gains or losses on the disposal of assets and other non-operating gains or losses.

- Interest income is primarily related to interest earned on investments in money market funds while interest expense is primarily related to funds borrowed through our Credit Facility as well as imputed interest on non-interest bearing debt (see Note 8 - Debt and Notes Payable and Note 9 - Liability Related to the Sale of Future Revenues to the accompanying condensed consolidated financial statements for further information).
- Our equity method investments primarily consist of our interests in Exela Holdings, Inc. (“Exela”) and Prestige Ameritech Ltd. (“Prestige”). As of March 3, 2023, our investment in FFF Enterprises, Inc. (“FFF”) was no longer accounted for under the equity method of accounting (see Note 4 - Investments to the accompanying condensed consolidated financial statements for further information).
- Other non-operating gains primarily consist of the \$57.0 million in cash received in July 2024 as the result of the settlement of a shareholder derivative complaint (see Part II, Item 1. Legal Proceedings within this Quarterly Report for additional information).

Income Tax Expense

See Note 13 - Income Taxes to the accompanying condensed consolidated financial statements for discussion of income tax expense.

Loss from Discontinued Operations, Net of Tax

Loss from discontinued operations, net of tax represents the net loss associated with the sale of certain assets and wind down and exit of the direct sourcing business. See Note 3 - Discontinued Operations and Exit Activities to the accompanying condensed consolidated financial statements for further information.

Net Income/Loss Attributable to Non-Controlling Interest

We recognize net income/loss attributable to non-controlling interest for non-Premier ownership in our consolidated subsidiaries which hold interest in our equity method investments (see Note 4 - Investments to the accompanying condensed consolidated financial statements for further information). At September 30, 2024, we recognized net income attributable to non-controlling interests held by member health systems or their affiliates in the consolidated subsidiaries holding our equity method investments, including but not limited to the 74% and 85% interest held in PRAM Holdings, LLC (“PRAM”) and ExPre Holdings, LLC (“ExPre”), respectively. In partnership with member health systems or their affiliates, these investments are part of our long-term supply chain resiliency program to promote domestic and geographically diverse manufacturing and to help ensure a robust and resilient supply chain for essential medical products.

As of September 30, 2024, we owned 93% of the equity interest in Contigo Health and recognized net loss attributable to non-controlling interest for the 7% of equity held by certain customers of Contigo Health.

Our Use of Non-GAAP Financial Measures

The other key business metrics we consider are EBITDA, Adjusted EBITDA, Segment Adjusted EBITDA, Adjusted Net Income, Adjusted Earnings Per Share and Free Cash Flow, which are all Non-GAAP financial measures. Non-GAAP financial measures are not an alternative to GAAP and may be different from Non-GAAP financial measures used by other companies, but we believe they are useful for understanding our performance for the reasons described below.

We define EBITDA as net income before income or loss from discontinued operations, net of tax, interest and investment income or expense, net, income tax expense, depreciation and amortization and amortization of purchased intangible assets. We define Adjusted EBITDA as EBITDA before merger and acquisition-related expenses and non-recurring, non-cash or non-operating items. For all Non-GAAP financial measures, we consider non-recurring items to be income or expenses and other items that have not been earned or incurred within the prior two years and are not expected to recur within the next two years. Non-recurring items include certain strategic initiative and financial restructuring-related expenses. Non-cash items include share-based compensation expense and asset impairments. Non-operating items include gains or losses on the disposal of assets, interest and investment income or expense, equity in income of unconsolidated affiliates and operating income from revenues sold to OMNIA in connection with the sale of non-healthcare GPO member contracts, less royalty fees retained.

We define Segment Adjusted EBITDA as the segment’s net revenue less cost of revenue and operating expenses directly attributable to the segment excluding depreciation and amortization, amortization of purchased intangible assets, merger and acquisition-related expenses and non-recurring or non-cash items. Operating expenses directly attributable to the segment include expenses associated with sales and marketing, general and administrative, and product development activities specific to the operation of each segment. General and administrative corporate expenses that are not specific to a particular segment are not included in the calculation of Segment Adjusted EBITDA. Segment Adjusted EBITDA also excludes any income and expense that has been classified as discontinued operations and operating income from revenues sold to OMNIA in connection with the sale of non-healthcare GPO member contracts, less royalty fees retained.

We define Adjusted Net Income as net income attributable to Premier (i) excluding income or loss from discontinued operations, net, (ii) excluding income tax expense, (iii) excluding the effect of non-recurring or non-cash items, (iv) reflecting an adjustment for income tax expense on Non-GAAP net income before income taxes at our estimated annual effective income tax rate, adjusted for unusual or infrequent items, (v) excluding the equity in net income of unconsolidated affiliates and (vi) excluding operating income from revenues sold to OMNIA in connection with the sale of non-healthcare GPO member contracts, less royalty fees retained, imputed interest expense and associated income tax expense. Non-recurring items include certain strategic initiative and financial restructuring-related expenses. Non-cash items include share-based compensation expense and asset impairments. We define Adjusted Earnings Per Share as Adjusted Net Income divided by diluted weighted average shares (see Note 11 - Earnings Per Share to the accompanying condensed consolidated financial statements for further information).

We define Free Cash Flow as net cash provided by operating activities from continuing operations less (i) early termination payments to certain former limited partners that elected to execute a Unit Exchange and Tax Receivable Acceleration Agreement (“Unit Exchange Agreement”) in connection with our August 2020 Restructuring, (ii) purchases of property and equipment and (iii) cash payments to OMNIA for the sale of future revenues and tax payments on proceeds received from the sale of future revenues. Free Cash Flow does not represent discretionary cash available for spending as it excludes certain contractual obligations such as debt repayments.

We have revised the definitions for Adjusted EBITDA, Segment Adjusted EBITDA, Adjusted Net Income and Free Cash Flow from the definitions reported in the 2024 Annual Report. Adjusted EBITDA, Segment Adjusted EBITDA and Adjusted Net Income were revised to exclude the operating income from revenues sold to OMNIA in connection with the sale of non-

healthcare GPO member contracts. Adjusted Net Income was also revised to exclude the related imputed interest and tax expense in connection with the sale of non-healthcare GPO member contracts to OMNIA. Free Cash Flow was revised to exclude cash payments to OMNIA for the sale of future revenues and tax payments on proceeds received from the sale of future revenues. For comparability purposes, prior year Non-GAAP financial measures are presented based on the current definition.

Adjusted EBITDA and Free Cash Flow are supplemental financial measures used by us and by external users of our financial statements and are considered to be indicators of the operational strength and performance of our business. Adjusted EBITDA and Free Cash Flow measures allow us to assess our performance without regard to financing methods and capital structure and without the impact of other matters that we do not consider indicative of the operating performance of our business. More specifically, Segment Adjusted EBITDA is the primary earnings measure we use to evaluate the performance of our business segments.

We use Adjusted EBITDA, Segment Adjusted EBITDA, Adjusted Net Income and Adjusted Earnings Per Share to facilitate a comparison of our operating performance on a consistent basis from period to period and to provide measures that, when viewed in combination with our results prepared in accordance with GAAP, we believe allows for a more complete understanding of factors and trends affecting our business than GAAP measures alone. We believe Adjusted EBITDA and Segment Adjusted EBITDA assist our Board of Directors, management and investors in comparing our operating performance on a consistent basis from period to period because they remove the impact of earnings elements attributable to our asset base (primarily depreciation and amortization), certain items outside the control of our management team, e.g., taxes, other non-cash items (such as impairment of intangible assets, purchase accounting adjustments and stock-based compensation), non-recurring items (such as strategic initiative and financial restructuring-related expenses) and income and expense that have been classified as discontinued operations from our operating results. We believe Adjusted Net Income and Adjusted Earnings Per Share assist our Board of Directors, management and investors in comparing our net income and earnings per share on a consistent basis from period to period because these measures remove non-cash items (such as impairment of intangible assets, purchase accounting adjustments and stock-based compensation) and non-recurring items (such as strategic initiative and financial restructuring-related expenses), and eliminate the variability of non-controlling interest and equity in net income of unconsolidated affiliates. We believe Free Cash Flow is an important measure because it represents the cash that we generate after payments to certain former limited partners that elected to execute a Unit Exchange Agreement in connection with our August 2020 Restructuring, capital investment to maintain existing products and services and ongoing business operations, as well as development of new and upgraded products and services to support future growth and cash payments to OMNIA for the sale of future revenues and tax payments on proceeds received from the sale of future revenues. Free Cash Flow enables us to seek enhancement of stockholder value through acquisitions, partnerships, joint ventures, investments in related or complementary businesses and/or debt reduction.

Despite the importance of these Non-GAAP financial measures in analyzing our business, determining compliance with certain financial covenants in our Credit Facility, measuring and determining incentive compensation and evaluating our operating performance relative to our competitors, EBITDA, Adjusted EBITDA, Segment Adjusted EBITDA, Adjusted Net Income, Adjusted Earnings Per Share and Free Cash Flow are not measurements of financial performance under GAAP, may have limitations as analytical tools and should not be considered in isolation from, or as an alternative to, net income, net cash provided by operating activities, or any other measure of our performance derived in accordance with GAAP.

Some of the limitations of the EBITDA, Adjusted EBITDA and Segment Adjusted EBITDA measures include that they do not reflect: our capital expenditures or our future requirements for capital expenditures or contractual commitments; changes in, or cash requirements for, our working capital needs; the interest expense or the cash requirements to service interest or principal payments under our Credit Facility; income tax payments we are required to make; and any cash requirements for replacements of assets being depreciated or amortized. In addition, EBITDA, Adjusted EBITDA, Segment Adjusted EBITDA and Free Cash Flow are not measures of liquidity under GAAP, or otherwise, and are not alternatives to cash flows from operating activities.

Some of the limitations of the Adjusted Net Income and Adjusted Earnings Per Share measures are that they do not reflect income tax expense or income tax payments we are required to make. In addition, Adjusted Net Income and Adjusted Earnings Per Share are not measures of profitability under GAAP.

We also urge you to review the reconciliation of these Non-GAAP financial measures included elsewhere in this Quarterly Report. To properly and prudently evaluate our business, we encourage you to review the condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report and to not rely on any single financial measure to evaluate our business. In addition, because the EBITDA, Adjusted EBITDA, Segment Adjusted EBITDA, Adjusted Net Income, Adjusted Earnings Per Share and Free Cash Flow measures are susceptible to varying calculations, such Non-GAAP financial measures may differ from, and may therefore not be comparable to, similarly titled measures used by other companies.

Non-recurring and non-cash items excluded in our calculation of Adjusted EBITDA, Segment Adjusted EBITDA and Adjusted Net Income consist of stock-based compensation, acquisition- and disposition-related expenses, strategic initiative and financial

restructuring-related expenses, income and expense that has been classified as discontinued operations and other reconciling items. More information about certain of the more significant items follows below.

Income tax expense on adjusted income

Adjusted Net Income, a Non-GAAP financial measure as defined above in “Our Use of Non-GAAP Financial Measures”, is calculated net of taxes based on our estimated annual effective tax rate for federal and state income tax, adjusted for unusual or infrequent items, as we are a consolidated group for tax purposes with all of our subsidiaries’ activities included. The tax rate used to compute the Adjusted Net Income was 25% and 27% for the three months ended September 30, 2024 and 2023, respectively.

Stock-based compensation

In addition to non-cash employee stock-based compensation expense, this item includes non-cash stock purchase plan expense of \$0.2 million for both the three months ended September 30, 2024 and 2023 (see Note 12 - Stock-Based Compensation to the accompanying condensed consolidated financial statements for further information).

Acquisition- and disposition-related expenses

Acquisition-related expenses include legal, accounting and other expenses related to acquisition activities, one-time integration expenses and gains and losses on the change in fair value of earn-out liabilities. Disposition-related expenses include severance and retention benefits and financial advisor fees, legal fees and other expenses related to disposition activities.

Strategic initiative and financial restructuring-related expenses

Strategic initiative and financial restructuring-related expenses include legal, accounting and other expenses related to strategic initiative and financial restructuring-related activities.

Operating income from revenues sold to OMNIA

Operating income from revenues sold to OMNIA represents the operating income from revenues sold to OMNIA in connection with the sale of non-healthcare GPO member contracts, less royalty fees retained.

Other reconciling items

Other reconciling items include, but are not limited to, gains and losses on disposal of long-lived assets, imputed interest on non-interest bearing debt and any impact from non-controlling interest on adjustments to net income (loss) attributable to stockholders.

Results of Operations

Results of operations for all periods presented have been retrospectively adjusted to reflect continuing operations unless otherwise indicated.

The following table presents our results of operations for the periods presented (in thousands, except per share data):

	Three Months Ended September 30,			
	2024		2023	
	Amount	% of Net Revenue	Amount	% of Net Revenue
Net revenue:				
Net administrative fees	\$ 132,625	53%	\$ 149,886	56%
Software licenses, other services and support	115,517	47%	119,140	44%
Net revenue	248,142	100%	269,026	100%
Cost of revenue:				
Services and software licenses	67,724	27%	64,132	24%
Cost of revenue	67,724	27%	64,132	24%
Gross profit	180,418	73%	204,894	76%
Operating expenses	145,103	58%	146,554	54%
Operating income	35,315	14%	58,340	22%
Other income (expense), net	60,336	24%	(2,840)	(1)%
Income before income taxes	95,651	39%	55,500	21%
Income tax expense	22,711	9%	13,731	5%
Net income from continuing operations	72,940	29%	41,769	16%
Net (loss) income from discontinued operations, net of tax	(1,604)	(1)%	641	—%
Net income	71,336	29%	42,410	16%
Net (income) loss attributable to non-controlling interest	(552)	—%	2,351	1%
Net income attributable to stockholders	\$ 70,784	29%	\$ 44,761	17%
Earnings per share attributable to stockholders:				
Basic earnings per share from continuing operations	\$ 0.72		\$ 0.37	
Basic (loss) earnings per share from discontinued operations	(0.01)		0.01	
Basic earnings per share attributable to stockholders	\$ 0.71		\$ 0.38	
Diluted earnings per share from continuing operations	\$ 0.72		\$ 0.37	
Diluted loss per share from discontinued operations	(0.02)		—	
Diluted earnings per share attributable to stockholders	\$ 0.70		\$ 0.37	

For the following Non-GAAP financial measures and reconciliations of our performance derived in accordance with GAAP to the Non-GAAP financial measures, refer to “Our Use of Non-GAAP Financial Measures” for further information regarding items excluded in our calculation of Adjusted EBITDA, Segment Adjusted EBITDA, Non-GAAP Adjusted Net Income and Non-GAAP Adjusted Earnings Per Share. The definitions for Adjusted EBITDA and Non-GAAP Adjusted Net Income were revised from those reported in the 2024 Annual Report. For comparability purposes, prior year Non-GAAP financial measures are presented based on the current definitions in the above section “Our Use of Non-GAAP Financial Measures”.

The following table provides certain Non-GAAP financial measures for the periods presented (in thousands, except per share data):

	Three Months Ended September 30,			
	2024		2023	
	Amount	% of Net Revenue	Amount	% of Net Revenue
Certain Non-GAAP Financial Data:				
Adjusted EBITDA	\$ 62,428	25%	\$ 93,308	35%
Non-GAAP Adjusted Net Income	34,739	14%	56,165	21%
Non-GAAP Adjusted Earnings Per Share	0.34	nm	0.47	nm

nm = Not meaningful

The following tables provide the reconciliation of net income from continuing operations to Adjusted EBITDA and the reconciliation of income before income taxes to Segment Adjusted EBITDA (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net income from continuing operations	\$ 72,940	\$ 41,769
Interest expense, net	1,756	22
Income tax expense	22,711	13,731
Depreciation and amortization	19,651	20,328
Amortization of purchased intangible assets	9,637	12,553
EBITDA	126,695	88,403
Stock-based compensation	7,140	6,893
Acquisition- and disposition-related expenses	2,884	6,205
Strategic initiative and financial restructuring-related expenses	110	1,746
Operating income from revenues sold to OMNIA	(15,710)	(11,666)
Equity in net (income) loss of unconsolidated affiliates	(1,833)	1,726
Other non-operating gain	(57,244)	—
Other reconciling items, net ^(a)	386	1
Total Adjusted EBITDA	\$ 62,428	\$ 93,308
Income before income taxes	\$ 95,651	\$ 55,500
Equity in net (income) loss of unconsolidated affiliates	(1,833)	1,726
Interest expense, net	1,756	22
Other (income) expense, net	(60,259)	1,092
Operating income	35,315	58,340
Depreciation and amortization	19,651	20,328
Amortization of purchased intangible assets	9,637	12,553
Stock-based compensation	7,140	6,893
Acquisition- and disposition-related expenses	2,884	6,205
Strategic initiative and financial restructuring-related expenses	110	1,746
Operating income from revenues sold to OMNIA	(15,710)	(11,666)
Deferred compensation plan expense (income)	2,692	(1,125)
Other reconciling items, net ^(b)	709	34
Total Adjusted EBITDA	\$ 62,428	\$ 93,308

	Three Months Ended September 30,	
	2024	2023
Adjusted EBITDA:		
Supply Chain Services	\$ 77,511	\$ 101,387
Performance Services	14,949	22,930
Segment Adjusted EBITDA	92,460	124,317
Corporate	(30,032)	(31,009)
Total Adjusted EBITDA	\$ 62,428	\$ 93,308

(a) Other reconciling items, net is primarily attributable to loss on disposal of long-lived assets.

(b) Other reconciling items, net is attributable to other miscellaneous expenses.

The following table provides the reconciliation of net income attributable to stockholders to Non-GAAP Adjusted Net Income and the reconciliation of the numerator and denominator for earnings per share attributable to stockholders to Non-GAAP Adjusted Earnings Per Share for the periods presented (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net income attributable to stockholders	\$ 70,784	\$ 44,761
Loss (income) from discontinued operations, net of tax	1,604	(641)
Income tax expense	22,711	13,731
Amortization of purchased intangible assets	9,637	12,553
Stock-based compensation	7,140	6,893
Acquisition- and disposition-related expenses	2,884	6,205
Strategic initiative and financial restructuring-related expenses	110	1,746
Operating income from revenues sold to OMNIA	(15,710)	(11,666)
Equity in net (income) loss of unconsolidated affiliates	(1,833)	1,726
Other non-operating gain	(57,244)	—
Other reconciling items, net ^(a)	6,236	1,630
Non-GAAP adjusted income before income taxes	46,319	76,938
Income tax expense on adjusted income before income taxes ^(b)	11,580	20,773
Non-GAAP Adjusted Net Income	\$ 34,739	\$ 56,165
Reconciliation of denominator for earnings per share attributable to stockholders to Non-GAAP Adjusted Earnings Per Share		
Weighted average:		
Basic weighted average shares outstanding	100,380	119,344
Dilutive securities	611	789
Weighted average shares outstanding - diluted	100,991	120,133

(a) Other reconciling items, net is primarily attributable to loss on disposal of long-lived assets, imputed interest on non-interest bearing debt and the impact from non-controlling interest on adjustments to net income attributable to stockholders.

(b) Reflects income tax expense at an estimated effective income tax rate of 25% of Non-GAAP adjusted net income before income taxes for the three months ended September 30, 2024 and 27% of Non-GAAP adjusted net income before income taxes for the three months ended September 30, 2023.

The following table provides the reconciliation of earnings per share attributable to stockholders to Non-GAAP Adjusted Earnings Per Share for the periods presented:

	Three Months Ended September 30,	
	2024	2023
Basic earnings per share attributable to stockholders	\$ 0.71	\$ 0.38
Loss (income) from discontinued operations, net of tax	0.02	(0.01)
Income tax expense	0.23	0.12
Amortization of purchased intangible assets	0.10	0.11
Stock-based compensation	0.07	0.06
Acquisition- and disposition-related expenses	0.03	0.05
Strategic initiative and financial restructuring-related expenses	—	0.01
Operating income from revenues sold to OMNIA	(0.16)	(0.10)
Equity in net (income) loss of unconsolidated affiliates	(0.02)	0.01
Other non-operating gain	(0.57)	—
Other reconciling items, net ^(a)	0.05	0.01
Impact of corporation taxes ^(b)	(0.12)	(0.17)
Non-GAAP Adjusted Earnings Per Share	\$ 0.34	\$ 0.47

(a) Other reconciling items, net is primarily attributable to loss on disposal of long-lived assets, imputed interest on non-interest bearing debt and the impact from non-controlling interest on adjustments to net income attributable to stockholders.

(b) Reflects income tax expense at an estimated effective income tax rate of 25% of Non-GAAP adjusted net income before income taxes for the three months ended September 30, 2024 and 27% of Non-GAAP adjusted net income before income taxes for the three months ended September 30, 2023.

Consolidated Results - Comparison of the Three Months Ended September 30, 2024 to 2023

The variances in the material factors contributing to the changes in the consolidated results are discussed further in “Segment Results” below.

Net Revenue

Net revenue decreased by \$20.9 million during the three months ended September 30, 2024 compared to the three months ended September 30, 2023, primarily due to a decrease of \$11.9 million, or 7%, in Supply Chain Services. This decrease was primarily due to a decrease of \$17.3 million in net administrative fees primarily as a result of higher fee share in the current year, partially offset with an increase of \$5.4 million in software licenses and other support due to growth in supply chain co-management. Additionally, Performances Services revenue decreased by \$9.0 million due to lower software licenses and other services and support revenue primarily due to non-recurring revenue from agreements in the prior year.

Cost of Revenue

Cost of revenue increased by \$3.6 million during the three months ended September 30, 2024 compared to the three months ended September 30, 2023, primarily due to an increase of \$3.5 million in Supply Chain Services cost of services and software licenses primarily due to an increase in personnel costs associated with headcount in direct support of new engagements within our supply chain co-management business.

Operating Expenses

Operating expenses decreased by \$1.5 million during the three months ended September 30, 2024 compared to the three months ended September 30, 2023 primarily driven by a decrease of \$2.9 million in amortization of purchased intangible assets due to the prior year third quarter impairment of Contigo Health intangible assets, partially offset by an increase of \$1.7 million in SG&A expenses primarily due to an increase in employee-related expenses and timing of conference costs, partially offset by a decrease in acquisition- and disposition-related expenses.

Other Income (Expense), Net

Other income (expense), net increased by \$63.2 million during the three months ended September 30, 2024 compared to the three months ended September 30, 2023, primarily due to a non-operating gain of \$57.0 million from the settlement of a shareholder derivative complaint (see Part II, Item 1. Legal Proceedings within this Quarterly Report for additional information) as well as increases in deferred compensation plan income in the current period due to market changes and in income from equity in net income of unconsolidated affiliates.

Income Tax Expense

For the three months ended September 30, 2024, we recorded tax expense of \$22.7 million compared to \$13.7 million during the three months ended September 30, 2023. The tax expense recorded during the three months ended September 30, 2024 and 2023 resulted in effective tax rates of 24% and 25%, respectively. The change in the effective tax rate is primarily due to changes in stock-based compensation expense, state law repricing and statute of limitation release on uncertain tax positions. Excluding these factors, the effective tax rate would have been 25% for the three months ended September 30, 2024.

Net Loss/Income from Discontinued Operations, Net of Tax

Net loss/income from discontinued operations, net of tax was a net loss of \$1.6 million during the three months ended September 30, 2024 compared to net income of \$0.6 million during the three months ended September 30, 2023. This \$2.2 million decrease was primarily related to lower gross margin in the current year primarily due to higher product freight costs as well as current year disposition-related expenses primarily related to legal fees.

Net Income/Loss Attributable to Non-Controlling Interest

Net income attributable to non-controlling interest of \$0.6 million during the three months ended September 30, 2024 changed by \$2.9 million from net loss attributable to non-controlling interest of \$2.4 million during the three months ended September 30, 2023, primarily due to our consolidated subsidiaries with non-controlling interests incurring net income in the current year period.

Adjusted EBITDA

Adjusted EBITDA decreased by \$30.9 million during the three months ended September 30, 2024 compared to the three months ended September 30, 2023, primarily driven by decreases of \$23.9 million and \$8.0 million in Supply Chain Services and Performance Services Adjusted EBITDA, respectively, partially offset by a decrease of \$1.0 million in corporate expenses.

Segment Results

Supply Chain Services

The following table presents our results of operations and Adjusted EBITDA in the Supply Chain Services segment for the periods presented (in thousands):

	Three Months Ended September 30,		Change	
	2024	2023		
Net revenue:				
Net administrative fees	\$ 132,625	\$ 149,886	\$ (17,261)	(12)%
Software licenses, other services and support	18,763	13,390	5,373	40%
Services and software licenses	151,388	163,276	(11,888)	(7)%
Net revenue	151,388	163,276	(11,888)	(7)%
Cost of revenue:				
Services and software licenses	15,932	12,408	3,524	28%
Cost of revenue	15,932	12,408	3,524	28%
Gross profit	135,456	150,868	(15,412)	(10)%
Operating expenses:				
Selling, general and administrative	50,813	45,393	5,420	12%
Research and development	156	180	(24)	(13)%
Amortization of purchased intangible assets	8,697	8,844	(147)	(2)%
Operating expenses	59,666	54,417	5,249	10%
Operating income	75,790	96,451	(20,661)	(21)%
Depreciation and amortization	6,880	6,050		
Amortization of purchased intangible assets	8,697	8,843		
Acquisition- and disposition-related expenses	1,859	1,675		
Operating income from revenues sold to OMNIA	(15,710)	(11,666)		
Other reconciling items, net	(5)	34		
Segment Adjusted EBITDA	\$ 77,511	\$ 101,387	\$ (23,876)	(24)%

Comparison of the Three Months Ended September 30, 2024 to 2023

Net Revenue

Supply Chain Services segment net revenue decreased by \$11.9 million, or 7%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023 primarily due to a decrease of \$17.3 million in net administrative fees revenue partially offset by an increase of \$5.4 million in software licenses, other services and support revenue.

Net Administrative Fees

Net administrative fees decreased by \$17.3 million, or 12%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. This decrease was primarily due to an increase in the aggregate blended fee share paid to members as a result of renewal of GPO contracts at a higher fee share than provided in historical agreements due to market dynamics. This decrease was partially offset by increased utilization and further penetration of our contracts by existing members.

Software Licenses, Other Services and Support Revenue

Software licenses, other services and support revenue increased by \$5.4 million, or 40%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023 primarily due to an increase in supply chain co-management fees driven by new agreements.

Cost of Revenue

Supply Chain Services segment cost of revenue increased by \$3.5 million, or 28%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The increase was primarily attributable to an increase in personnel costs associated with increased headcount in support of new engagements within our supply chain co-management business.

Operating Expenses

Supply Chain Services segment operating expenses increased by \$5.2 million, or 10%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023 due to an increase in SG&A expenses primarily due to an increase in one-time bad debt expense, certain employee-related expenses and timing of conference related costs.

Segment Adjusted EBITDA

Supply Chain Services Segment Adjusted EBITDA decreased by \$23.9 million, or 24%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The decrease was primarily due to the aforementioned decrease in net revenue, increases in cost of revenue and operating expenses.

Performance Services

The following table presents our results of operations and Adjusted EBITDA in the Performance Services segment for the periods presented (in thousands):

	Three Months Ended September 30,		Change	
	2024	2023		
Net revenue:				
Software licenses, other services and support				
SaaS-based products subscriptions	\$ 38,911	\$ 45,340	\$ (6,429)	(14)%
Consulting services	19,689	23,768	(4,079)	(17)%
Software licenses	20,947	14,738	6,209	42%
Other	17,207	21,904	(4,697)	(21)%
Net revenue	96,754	105,750	(8,996)	(9)%
Cost of revenue:				
Services and software licenses	51,792	51,724	68	—%
Cost of revenue	51,792	51,724	68	—%
Gross profit	44,962	54,026	(9,064)	(17)%
Operating expenses:				
Selling, general and administrative	41,891	47,121	(5,230)	(11)%
Research and development	430	683	(253)	(37)%
Amortization of purchased intangible assets	940	3,709	(2,769)	(75)%
Operating expenses	43,261	51,513	(8,252)	(16)%
Operating income	1,701	2,513	(812)	(32)%
Depreciation and amortization	11,283	12,177		
Amortization of purchased intangible assets	940	3,710		
Acquisition- and disposition-related expenses	1,025	4,530		
Segment Adjusted EBITDA	\$ 14,949	\$ 22,930	\$ (7,981)	(35)%

Comparison of the Three Months Ended September 30, 2024 to 2023

Net Revenue

Net revenue in our Performance Services segment decreased by \$9.0 million, or 9%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The decrease was primarily attributable to decreases of \$6.4 million in SaaS-based products subscription revenue primarily due to conversion of SaaS-based products to licensed-based products in recent periods as well as contract expirations, \$4.7 million in other revenue primarily related to lower Contigo Health revenue for third party administrator fees in the current year and lower other PINC AI revenue primarily due to agreements in the prior year that did not recur in the current year, and \$4.1 million in consulting services primarily due to prior year agreements that did not reoccur in the current year. These decreases were partially offset by an increase of \$6.2 million in

software licenses driven by an increase in enterprise analytics license revenue during the current year period compared to the prior year period.

Cost of Revenue

Performance Services segment cost of revenue was flat for the three months ended September 30, 2024 compared to the three months ended September 30, 2023.

Operating Expenses

Performance Services segment operating expenses decreased by \$8.3 million, or 16%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The decrease was primarily driven by decreases of \$5.2 million in SG&A expenses primarily due to a decrease in acquisition- and disposition-related expenses primarily related to a prior year adjustment of an anticipated earn-out payment and a decrease in legal and professional fees and \$2.8 million decrease in amortization of purchased intangible assets due to the prior year third quarter impairment of Contigo Health intangible assets.

Segment Adjusted EBITDA

Performance Services Segment Adjusted EBITDA decreased by \$8.0 million, or 35%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023, primarily due to the aforementioned decrease in net revenue, partially offset by a decrease in operating expenses for legal and professional fees.

Corporate

The following table presents corporate expenses and Adjusted EBITDA for the periods presented (in thousands):

	Three Months Ended September 30,		Change	
	2024	2023		
Operating expenses:				
Selling, general and administrative	\$ 42,176	\$ 40,624	\$ 1,552	4%
Operating expenses	42,176	40,624	1,552	4%
Operating loss	(42,176)	(40,624)	(1,552)	4%
Depreciation and amortization	1,488	2,101		
Stock-based compensation	7,140	6,893		
Strategic initiative and financial restructuring-related expenses	110	1,746		
Deferred compensation plan expense (income)	2,692	(1,125)		
Other reconciling items, net	714	—		
Adjusted EBITDA	\$ (30,032)	\$ (31,009)	\$ 977	3%

Comparison of the Three Months Ended September 30, 2024 to 2023

Operating Expenses

Corporate operating expenses increased by \$1.6 million, or 4%, during the three months ended September 30, 2024 compared to the three months ended September 30, 2023. This increase was primarily due to an increase of \$3.8 million in deferred compensation plan expense as a result of market changes, partially offset by a decrease in professional fees as well as a decrease in legal expenses related to strategic initiative and financial restructuring-related activities due to the prior year strategic review process.

Adjusted EBITDA

Corporate adjusted EBITDA increased by \$1.0 million, or 3%, for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. This increase was primarily due to the aforementioned decrease in professional fees.

Off-Balance Sheet Arrangements

As of September 30, 2024, we did not have any off-balance sheet arrangements.

Liquidity and Capital Resources

Liquidity and Capital Resources

Our principal source of cash has been primarily cash provided by operating activities. From time to time we have used, and expect to use in the future, borrowings under our Credit Facility (as defined in Note 8 - Debt and Notes Payable to the accompanying condensed consolidated financial statements) as a source of liquidity to fund acquisitions and related business investments as well as general corporate activities. Our primary cash requirements include operating expenses, working capital fluctuations, revenue share obligations, tax payments, capital expenditures, dividend payments on our Common Stock, if and when declared, repurchases of our Common Stock pursuant to stock repurchase programs in place from time to time, acquisitions and related business investments and general corporate activities. Our capital expenditures typically consist of internally developed software costs, software purchases and computer hardware purchases.

As of September 30, 2024 and June 30, 2024, we had cash and cash equivalents of \$87.0 million and \$125.1 million, respectively.

Credit Facility

At both September 30, 2024 and June 30, 2024, we had no outstanding borrowings under our Credit Facility. During the three months ended September 30, 2024, we had no new borrowings or repayments under the Credit Facility.

We expect cash generated from operations and borrowings under our Credit Facility to provide us with adequate liquidity to fund our anticipated working capital requirements, revenue share obligations, tax payments, capital expenditures, notes payable, including notes payable to former limited partners (“LP”), dividend payments on our Common Stock, if and when declared, repurchases of our Common Stock pursuant to stock repurchase programs in place from time to time and to fund business acquisitions. Our capital requirements depend on numerous factors, including funding requirements for our product and service development and commercialization efforts, our information technology requirements, and the amount of cash generated by our operations. We believe that we have adequate capital resources at our disposal to fund currently anticipated capital expenditures, business growth and expansion, and current and projected debt service requirements. However, strategic growth initiatives will likely require the use of one or a combination of various forms of capital resources including available cash on hand, cash generated from operations, borrowings under our Credit Facility and other long-term debt and, potentially, proceeds from the issuance of additional equity or debt securities.

Cash Dividends

In September 2024, we paid a cash dividend of \$0.21 per share on outstanding shares of our Common Stock. On October 24, 2024, our Board of Directors declared a quarterly cash dividend of \$0.21 per share, payable on December 15, 2024 to stockholders of record on December 1, 2024.

Sale of Non-Healthcare GPO Member Contracts

On July 25, 2023, we sold substantially all of our non-healthcare GPO member contracts pursuant to an equity purchase agreement with OMNIA for a purchase price of \$723.8 million, all of which has been received as of September 30, 2024. See Note 9 - Liability Related to the Sale of Future Revenues to the accompanying condensed consolidated financial statements for further information.

Discussion of Cash Flows for the Three Months Ended September 30, 2024 and 2023

A summary of net cash flows is as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net cash provided by (used in):		
Operating activities from continuing operations	\$ 80,043	\$ 62,650
Investing activities	(17,718)	(21,270)
Financing activities	(88,140)	302,865
Operating activities from discontinued operations	(12,396)	19,226
Effect of exchange rate changes on cash flows	21	(3)
Net (decrease) increase in cash and cash equivalents	\$ (38,190)	\$ 363,468

Net cash provided by operating activities from continuing operations increased by \$17.4 million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The increase was primarily due to the \$57.0 million received in the current year period in connection with the settlement of a shareholder complaint (see Part II, Item 1. Legal Proceedings within this Quarterly Report for additional information) and an increase of \$6.0 million in cash receipts due to higher collections during the current period. These increases to cash were partially offset by an increase of \$46.1 million in cash paid for costs for operating expenses primarily due to an increase in performance-related compensation relating to the prior fiscal year performance.

Net cash used in investing activities decreased by \$3.6 million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023 primarily due to a decrease in purchases of property and equipment.

Net cash used in financing activities changed by \$391.0 million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The change in net cash used in financing activities was primarily driven by a decrease in net proceeds from the sale of future revenues of \$553.3 million (see Note 9 - Liability Related to the Sale of Future Revenues to the accompanying condensed consolidated financial statements for further information) and the Common Stock repurchases of \$56.4 million under the \$200.0 million Share Repurchase Authorization. These changes are offset by the prior year repayment of \$215.0 million under our Credit Facility.

Net cash used in operating activities attributable to discontinued operations changed by \$31.6 million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The change in net cash used in operating activities attributable to discontinued operations was primarily driven by an increase in cash paid to suppliers in the current year period related to inventory purchases and paying down associated payables.

Discussion of Non-GAAP Free Cash Flow for the Three Months Ended September 30, 2024 and 2023

We define Non-GAAP Free Cash Flow as net cash provided by operating activities from continuing operations less (i) early termination payments to certain former limited partners that elected to execute a Unit Exchange Agreement in connection with our August 2020 Restructuring, (ii) purchases of property and equipment and (iii) cash payments of the sale of future revenues including earnings from future revenues (less royalty fees retained) and associated income taxes. Non-GAAP Free Cash Flow does not represent discretionary cash available for spending as it excludes certain contractual obligations such as debt repayments under our Credit Facility.

A summary of Non-GAAP Free Cash Flow and reconciliation to net cash provided by operating activities from continuing operations for the periods presented is as follows (in thousands):

	Three Months Ended September 30,	
	2024	2023
Net cash provided by operating activities from continuing operations	\$ 80,043	\$ 62,650
Early termination payments to certain former limited partners that elected to execute a Unit Exchange Agreement ^(a)	(25,206)	(24,742)
Purchases of property and equipment	(17,718)	(21,270)
Cash payments to OMNIA for the sale of future revenues ^(b)	(20,949)	(4,322)
Non-GAAP Free Cash Flow	\$ 16,170	\$ 12,316

(a) Early termination payments to certain former limited partners that elected to execute a Unit Exchange Agreement in connection with our August 2020 Restructuring are presented in our Condensed Consolidated Statements of Cash Flows under "Payments made on notes payable." During the three months ended September 30, 2024, we paid \$25.7 million to members including imputed interest of \$0.5 million which is included in net cash provided by operating activities from continuing operations. During the three months ended September 30, 2023, we paid \$25.7 million to members including imputed interest of \$0.9 million which is included in net cash provided by operating activities from continuing operations. See Note 8 - Debt and Notes Payable to the accompanying condensed consolidated financial statements for further information.

(b) Cash payments to OMNIA for the sale of future revenues in connection with our sale of non-healthcare contracts to OMNIA are presented in our Condensed Consolidated Statements of Cash Flows under "Payments on liability related to the sale of future revenues." During the three months ended September 30, 2024, we paid \$25.3 million to OMNIA including imputed interest of \$4.4 million which is included in net cash provided by operating activities from continuing operations. During the three months ended September 30, 2023 we paid \$6.9 million to OMNIA including imputed interest of \$2.5 million which is included in net cash provided by operating activities from continuing operations. See Note 9 - Liability Related to the Sale of Future Revenues to the accompanying condensed financial statements for further information.

Non-GAAP Free Cash Flow increased by \$3.9 million for the three months ended September 30, 2024 compared to the three months ended September 30, 2023. The increase in Non-GAAP Free Cash Flow was primarily due to the aforementioned \$17.4 million increase in net cash provided by operating activities from continuing operations and \$3.6 million decrease in purchases of property and equipment, partially offset by an increase of \$16.6 million in the cash payments to OMNIA for the sale of future revenues due to the timing of the completion of the purchase agreement in the prior year.

See “Our Use of Non-GAAP Financial Measures” above for additional information regarding our use of Non-GAAP Free Cash Flow.

Contractual Obligations

Credit Facility

Outstanding borrowings under the Credit Facility (as defined in Note 8 - Debt and Notes Payable to the accompanying condensed consolidated financial statements) bear interest on a variable rate structure. At September 30, 2024, we had no outstanding borrowings under our Credit Facility and the commitment fee for unused capacity was 0.125%. We were in compliance with all covenants at September 30, 2024.

Proceeds from borrowings under the Credit Facility may generally be used to finance ongoing working capital requirements, including permitted acquisitions, repurchases of our Common Stock pursuant to stock repurchase programs, in place from time to time, dividend payments, if and when declared, and other general corporate activities. At September 30, 2024, we had no outstanding borrowings under the Credit Facility with \$995.0 million of available borrowing capacity after reductions for outstanding letters of credit.

The above summary does not purport to be complete, and is subject to, and qualified in its entirety by reference to, the complete text of the Credit Facility, which is filed as Exhibit 10.24 to the 2024 Annual Report. See also Note 8 - Debt and Notes Payable to the accompanying condensed consolidated financial statements.

Notes Payable to Former Limited Partners

At September 30, 2024, \$77.0 million remains to be paid without interest in three equal quarterly installments to former limited partners that elected to execute Unit Exchange Agreements ending with the quarter ended June 30, 2025. See Note 8 - Debt and Notes Payable to the accompanying condensed consolidated financial statements for further information.

Sale of Non-Healthcare GPO Member Contracts

At September 30, 2024, we had non-recourse commitments of \$672.6 million for the sale of future revenues due to OMNIA in connection to the sale of non-healthcare GPO member contracts. The liability will be paid, without interest, in monthly payments from net administrative fees received in connection with the sold contracts. These payments commenced during the first quarter of fiscal year 2024 for a period of at least 10 years. See Note 9 - Liability Related to the Sale of Future Revenues to the accompanying condensed consolidated financial statements for further information.

Cash Dividends

In September 2024 we paid a cash dividend of \$0.21 per share on outstanding shares of our Common Stock. On October 24, 2024, our Board of Directors declared a quarterly cash dividend of \$0.21 per share, payable on December 15, 2024 to stockholders of record on December 1, 2024.

We currently expect quarterly dividends to continue to be paid on or about December 15, March 15, June 15 and September 15, respectively. However, the actual declaration of any future cash dividends, and the setting of record and payment dates as well as the per share amounts, will be at the discretion of our Board of Directors each quarter after consideration of various factors, including our results of operations, financial condition and capital requirements, earnings, general business conditions, restrictions imposed by our current Credit Facility and any future financing arrangements, legal restrictions on the payment of dividends and other factors our Board of Directors deems relevant.

Share Repurchase Authorization

On February 2, 2024, our Board of Directors authorized the repurchase of up to \$1.0 billion of our outstanding Common Stock. On February 5, 2024, under the Share Repurchase Authorization, we entered into an ASR Agreement with Bank of America to repurchase an aggregate of \$400.0 million of shares of our Common Stock. Under the terms of the ASR Agreement, we made a payment of \$400.0 million to Bank of America and in February 2024, received initial deliveries of 15.0 million shares of our Common Stock (and then retired). On July 11, 2024, as final settlement of the share repurchase transaction under the ASR Agreement, we received from Bank of America an additional 4.9 million shares of our Common Stock. In total, we repurchased 19.9 million shares of our Common Stock under the ASR Agreement at \$20.12 per share, which represents the volume-weighted average share price of our Common Stock during the term of the ASR Agreement less a discount.

On August 20, 2024, we announced that our Board of Directors approved execution of another \$200.0 million of Common Stock repurchases under the Share Repurchase Authorization. At September 30, 2024, we had repurchased 2.9 million shares of

our Common Stock at an average price of \$20.18 in open market transactions for a total purchase price of \$58.0 million pursuant to a trading plan entered into with a financial institution intended to satisfy the affirmative defense conditions of SEC Rule 10b5-1(c). The purchase authorization may be suspended, delayed, or discontinued at any time at the discretion of our Board of Directors. Repurchases are subject to compliance with applicable federal securities laws and our management may, at its discretion, suspend, delay, or discontinue repurchases at any time, based on market conditions, alternate uses of capital, or other factors.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our exposure to market risk relates primarily to the increase or decrease in the amount of any interest expense we must pay with respect to outstanding variable-rate debt instruments. At September 30, 2024, we had no outstanding borrowings under our Credit Facility.

We invest our excess cash in a portfolio of individual cash equivalents. We do not hold any material derivative financial instruments. We do not expect changes in interest rates to have a material impact on our results of operations or financial position. We plan to mitigate default, market, and investment risks of our invested funds by investing in low-risk securities.

Foreign Currency Risk

Substantially all of our financial transactions are conducted in U.S. dollars. We do not have significant foreign operations and, accordingly, do not believe we have market risk associated with foreign currencies.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”)) that are designed to ensure that information required to be disclosed in our reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosures. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

As of September 30, 2024, the end of the period covered by this Quarterly Report, we carried out an evaluation under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, of the effectiveness of our disclosure controls and procedures. Based upon our evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective as of September 30, 2024.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We operate businesses that are subject to substantial litigation from time to time. We are periodically involved in litigation, arising in the ordinary course of business or otherwise, which from time to time may include claims relating to contractual disputes, product liability, tort or personal injury, employment, antitrust, intellectual property or other commercial or regulatory matters. If current or future government regulations are interpreted or enforced in a manner adverse to us or our business, including without limitation those with respect to antitrust or healthcare laws, we may be subject to enforcement actions, penalties, damages and material limitations on our business.

From time to time we have been named as a defendant in class action antitrust lawsuits brought by suppliers or purchasers of medical products. Typically, these lawsuits have alleged the existence of a conspiracy among manufacturers of competing products, distributors and/or operators of group purchasing organizations (“GPO”), including us, to deny the plaintiff access to a market for certain products, to raise the prices for products and/or limit the plaintiff’s choice of products to buy. We believe that we have at all times conducted our business affairs in an ethical and legally compliant manner and have successfully resolved all such actions. No assurance can be given that we will not be subjected to similar actions in the future or that any such existing or future matters will be resolved in a manner satisfactory to us or which will not harm our business, financial condition or results of operations.

On March 4, 2022, a shareholder derivative complaint captioned *City of Warren General Employees’ Retirement System v. Michael Alkire, et al.*, Case No. 2022-0207-JTL, purportedly brought on behalf of Premier, was filed in the Delaware Court of Chancery (the “Court”) against our current and former Chief Executive Officers and current and certain former directors. We were named as a nominal defendant in the complaint. The lawsuit alleged that the named officers and directors breached their fiduciary duties and committed corporate waste by approving agreements between Premier and certain of the former limited partners (“LP”) that provided for accelerated payments as consideration for the early termination of the TRA with such LPs. The complaint asserted that the aggregate early termination payment amounts of \$473.5 million exceeded the alleged value of the tax assets underlying the TRA by approximately \$225.0 million.

The complaint sought unspecified damages, costs and expenses, including attorney fees, and declaratory and other equitable relief. Since the lawsuit was purportedly brought on behalf of Premier, and we were only a nominal defendant, the alleged damages were allegedly suffered by us. We and the individual defendants denied the allegations in the complaint. On February 16, 2024, the parties to the litigation entered into a settlement agreement, which was approved by the Court at a hearing on June 25, 2024. Pursuant to the settlement agreement, in consideration of a full and final release and discharge of claims in the complaint without any admission of fault, in July 2024 we received \$71.0 million in cash from our directors’ and officers’ insurance carriers, which included a \$14.0 million fee and expense award to the plaintiff’s counsel that reduced the amount of the net cash settlement retained by Premier to \$57.0 million. Because the derivative complaint was brought on behalf of us and for our benefit, stockholders will not receive any direct payment of the cash settlement amount but will indirectly benefit from the settlement being paid by the insurance carriers to us.

Additional information relating to certain legal proceedings in which we are involved is included in Note 14 - Commitments and Contingencies to the accompanying condensed consolidated financial statements, which is incorporated herein by reference.

Item 1A. Risk Factors

There were no material changes to the risk factors disclosed in Item 1A “Risk Factors” in the 2024 Annual Report since the filing of that report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Equity Securities

On February 5, 2024, we announced that our Board of Directors approved a share repurchase authorization for up to \$1.0 billion of our Common Stock (the “Share Repurchase Authorization”) and that we entered into a \$400.0 million accelerated share repurchase transaction agreement (the “ASR Agreement”) with Bank of America, N.A. (“Bank of America”) under the Share Repurchase Authorization. Final settlement of the accelerated repurchase transaction under the ASR Agreement was completed on July 11, 2024. On August 20, 2024, we announced that our Board of Directors approved the execution of another \$200.0 million of Common Stock repurchases under the Share Repurchase Authorization (the “Market Repurchases”).

The following table summarizes information relating to repurchases of our Common Stock during the quarter ended September 30, 2024, all of which were pursuant to the ASR Agreement or Market Repurchases under the Share Repurchase Authorization. Share price information below is presented exclusive of any excise tax due on stock repurchases under the Inflation Reduction Act, which does not impact the amount of the Share Repurchase Authorization.

Period	Total Number of Shares Purchased	Average Price Paid per Share (\$)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares that May Yet be Purchased Under the Plans or Program (in millions) ^(c)
July 1 through July 31, 2024	4,848,900 ^(a)	\$ 20.12 ^(a)	4,848,900 ^(a)	\$ 600.0
August 1 through August 31, 2024	324,607 ^(b)	\$ 20.22 ^(b)	324,607 ^(b)	\$ 593.4
September 1 through September 30, 2024	2,548,708 ^(b)	\$ 20.18 ^(b)	2,548,708 ^(b)	\$ 542.0
Total	7,722,215	\$ 20.14	7,722,215	

- (a) Pursuant to the ASR Agreement, on February 8, 2024, we made a payment of \$400.0 million to Bank of America, and on February 8 and 9, 2024, we received from Bank of America initial deliveries of (and then retired) 15,030,531 shares of our common stock. On July 11, 2024, as final settlement of the share repurchase transaction under the ASR Agreement, we received from Bank of America (and then retired) an additional 4,848,900 shares of our common stock. In total, we repurchased 19,879,431 shares of our common stock under the ASR Agreement at \$20.12 per share, the price set forth in the table, which represents the volume-weighted average share price of our common stock during the term of the ASR Agreement less a discount.
- (b) Market Repurchases pursuant to a trading plan entered into with a financial institution intended to satisfy the affirmative defense conditions of SEC Rule 10b5-1(c). Prices reported are exclusive of commissions.
- (c) Reflects the remaining amount under the Share Repurchase Authorization as of the end of the period presented, exclusive of commissions. Repurchases of our common stock under the Share Repurchase Authorization may occur from time to time through June 30, 2025, in open market purchases, privately negotiated transactions, accelerated or other structured repurchase programs or other means, subject to compliance with applicable securities laws and other legal requirements.

Item 5. Other Information

The table below sets forth SEC Rule 10b5-1 trading plans adopted by certain directors and executive officers (as defined in SEC Rule 16a-(f)) during the quarter ended September 30, 2024. Each plan listed in the table was adopted during the quarterly trading window under our Insider Trading Policy. Other than as set forth in the table, during the three months ended September 30, 2024, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement” (as defined in Item 408(c) of Regulation S-K).

Name and Title	Action	Date	Trading Arrangement		Total Shares to be Sold ^(c)	Scheduled Expiration Date ^(d)
			Rule 10b5-1 ^(a)	Non-Rule 10b5-1 ^(b)		
Craig S. McKasson, Chief Administrative and Financial Officer	Adopt	09/09/2024	X		165,000	06/30/2025

(a) Insider trading plan intended to satisfy the affirmative defense of SEC Rule 10b5-1(c).

(b) “Non-Rule 10b5-1 trading arrangement” as defined in Item 408(c) of Regulation S-K.

(c) The numbers in this column represent the maximum number of shares of our Common Stock that may be sold pursuant to each trading plan. The actual number of shares sold pursuant to each trading plan will depend on the satisfaction of certain conditions set forth therein prior to expiration or termination of the plan.

(d) Each trading plan terminates on the earlier to occur of: (i) the expiration date listed in the table above; (ii) the first date on which all trades set forth in the plan have been executed; or (iii) such date the plan otherwise terminates according to its terms.

Item 6. Exhibits

Exhibit No.	Description
10.1	Form of Performance Share Award Agreement under the Premier, Inc. 2023 Equity Incentive Plan*+
10.2	Form of Restricted Stock Unit Agreement under the Premier, Inc. 2023 Equity Incentive Plan*+
10.3	Premier, Inc. Annual Incentive Compensation Plan, amended and restated effective September 6, 2024*+
10.4	First Amendment to Amended and Restated Credit Agreement, dated as of September 23, 2024, by and among Premier Healthcare Alliance, L.P., Premier Supply Chain Improvement, Inc. and Premier Healthcare Solutions, Inc., as Co-Borrowers, certain domestic subsidiaries of Premier Services, LLC, as Guarantors, certain lenders, and Wells Fargo Bank, National Association, as Administrative Agent and a Lender*
10.5	First Amendment to Senior Executive Employment Agreement dated August 15, 2024 between Premier Healthcare Solutions, Inc. and Craig McKasson (Incorporated by reference to Exhibit 10.1 of our Current Report on Form 8-K filed on August 20, 2024)+
10.6	Master Consulting Services Agreement dated August 15, 2024 between Premier Healthcare Solutions, Inc. and Craig McKasson (Incorporated by reference to Exhibit 10.2 of our Current Report on Form 8-K filed on August 20, 2024)+
10.7	Executive Employment and Restrictive Covenant Agreement dated August 15, 2024 between Premier Healthcare Solutions, Inc. and Glenn Coleman (Incorporated by reference to Exhibit 10.3 of our Current Report on Form 8-K filed on August 20, 2024)+
10.8	Signing Bonus Agreement dated August 15, 2024, between Premier Healthcare Solutions, Inc. and Glenn Coleman (Incorporated by reference to Exhibit 10.4 of our Current Report on Form 8-K filed on August 20, 2024)+
31.1	Certification of principal executive officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification of principal financial officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32.1	Certification of principal executive officer pursuant to 18 United States Code Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002‡
32.2	Certification of principal financial officer pursuant to 18 United States Code Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002‡
101	Sections of the Premier, Inc. Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, formatted in iXBRL (Inline eXtensible Business Reporting Language), submitted in the following files:
101.INS	Inline XBRL Instance Document*
101.SCH	Inline XBRL Taxonomy Extension Schema Document*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document*
104	The cover page from the Premier, Inc. Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, formatted in Inline XBRL (included in Exhibit 101)*

* Filed herewith

+ Indicates a management contract or compensatory plan or arrangement

‡ Furnished herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report to be signed on its behalf by the undersigned, thereunto duly authorized.

PREMIER, INC.

Date: November 5, 2024

By: /s/ Craig S. McKasson

Name: Craig S. McKasson

Title: *Chief Administrative and Financial Officer and Senior Vice President*

On behalf of the registrant and as principal financial officer

Date: November 5, 2024

By: /s/ Crystal B. Climer

Name: Crystal B. Climer

Title: *Chief Accounting Officer and Senior Vice President, Finance*

On behalf of the registrant and as principal accounting officer

PERFORMANCE SHARE AWARD AGREEMENT

Participant: [Participant Name]
Grant Date: [Grant Date] (the “Grant Date”)
Target Number of Performance Shares: [Target Number of Performance Shares Granted]
Performance Cycle: July 1, 20__ - June 30, 20__
Vesting Schedule: Shares vest after the Performance Cycle based on performance against goals

This Performance Share Award Agreement (the “Award Agreement”) evidences the grant to the Participant by Premier, Inc. (the “Company”) of the right to receive shares the Company’s Class A common stock, \$0.01 par value (“Shares”), upon the terms and conditions provided for herein under the Premier, Inc. 2023 Equity Incentive Plan (the “Plan”). Except as specifically set forth herein, the rights granted under this Award Agreement (the “Award”) are expressly subject to all of the terms, definitions, and provisions of the Plan. Capitalized terms in this Award Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

1. Grant of Performance Shares. Subject to the terms and provisions of this Award Agreement and the Plan, the Company hereby grants to the Participant the right to receive the number of Shares that have been earned based on performance against goals during the Performance Cycle as determined by the Committee under and as specified in Exhibit A - Performance Terms (such earned Shares being referred to herein as the “Performance Shares”).

2. Terms and Conditions. The terms, conditions, and restrictions applicable to this Award are specified in the Plan and this Award Agreement, including Exhibit A – Performance Terms and Exhibit B – Section 280G Rules, and summarized in the Plan prospectus and any applicable prospectus supplement (together, the “Prospectus”). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation, and settlement, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

By accepting the Award, the Participant acknowledges receipt of the Prospectus and that he or she has read and understands the Prospectus. The Prospectus summarizes the material provisions of the Plan. The summary in the Prospectus is not complete and is qualified in its entirety by reference to the provisions of the Plan. You should consult the Plan and the terms of this Award Agreement for more complete information about this Award. The Plan and Award Agreement, in that order, shall govern any inconsistency between the Prospectus on the one hand, and the Plan and the Award Agreement on the other.

The Participant understands that this Award and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from this Award is contingent, and depends on, the future market price of the Shares, among other factors. The Participant further confirms the Participant’s understanding that this Award is intended to promote employee retention and stock ownership and to align employees’ interests with those of shareholders, is subject to vesting conditions and will be

cancelled if the vesting conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to this Award in any communication regarding this Award is contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of this Award or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; (c) vesting will be subject to confirmation and final and definitive determination by the Committee that the vesting conditions have been satisfied; and (d) issued Performance Shares shall be subject to lock-up restrictions as described in Section 16 of this Award Agreement. The Participant shall have no rights as a stockholder of the Company with respect to any Shares covered by this Award unless and until this Award is vested and settled into Performance Shares.

3. Vesting. This Award shall vest subject to, and to the extent provided in accordance with, the Committee's final and effective determination of performance against goals under Exhibit A – Performance Terms, provided that the Participant is continuously employed by a member of the Premier Group through the end of the Performance Cycle set forth above. Notwithstanding the foregoing:

(a) In the event that a Participant terminates employment prior to the end of the Performance Cycle due to being a Good Leaver (as defined below), the Award will continue in force following the date of such termination, and a pro-rata portion of the Shares underlying the Performance Shares will be issued to the Participant (or if applicable his or her estate, heirs or beneficiaries) reflecting the period of the Participant's continued service with the Premier Group from and after the beginning of the Performance Cycle through the date of termination of the Participant's service with the Premier Group. A Participant is a "Good Leaver" on account of (i) terminating employment with the Premier Group due to death, Disability or an Approved Retirement (as defined in Section 14 below) or (ii) the termination of the Participant's employment with the Premier Group Without Cause (as defined in Section 14 below); and

(b) As provided in Section 13.2 of the Plan, this Award shall be vested upon a Change in Control prior to the end of the Performance Cycle without any reduction for being employed for less than the entire Performance Cycle to the extent Performance Goals have been achieved after evaluating actual performance from the start of the Performance Cycle until the date of the Change in Control and the level of performance anticipated with respect to such Performance Goals as of the date of the Change in Control.

4. Forfeiture; Break in Service. The unvested portion of this Award, as determined under Section 3 above, shall expire and be permanently forfeited upon employment termination with the Premier Group.

5. Settlement of Award. Subject to Section 7 below, the Company shall deliver or cause to be delivered to or on the behalf of the Participant the number of vested Performance Shares determined under Section 3 above and Exhibit A – Performance Terms as soon as administratively practicable after becoming vested under Section 3 above, but in no event later than sixty (60) days after such date. No dividend equivalents shall apply with respect to any

Performance Shares. Vested Performance Shares to be delivered due to death shall be paid to the Participant's legal spouse or, if no such spouse survives the Participant, to the Participant's estate.

6. Compliance with Certain Obligations; Compensation Recovery. The Performance Shares shall be subject to forfeiture as a result of the Participant's violation of any obligations contained in any agreement between the Company and the Participant relating to non-competition, non-interference, non-solicitation and confidentiality (the "Employment Obligations"), and shall be subject to being recovered under any compensation recovery policy that may be adopted from time to time by the Company or any of its Affiliates. For avoidance of doubt, compensation recovery rights to Performance Shares shall extend to the proceeds realized by the Participant due to the sale or other transfer of Performance Shares. The Participant's prior execution of agreements containing the Employment Obligations and confirmation of such obligations was a material inducement for the Company's grant of the Award under this Award Agreement.

7. Taxes; Limitation on Excess Parachute Payments. The settlement of this Award is conditioned on the Participant making arrangements reasonably satisfactory to the Company for the withholding of all applicable federal, state, local or foreign taxes as may be required under applicable law. The Participant shall bear all expense of, and be solely responsible for, all federal, state, local or foreign taxes due with respect to any payment received under this Award Agreement. The Committee, in its sole discretion, may satisfy the Participant's withholding tax obligations by reducing the number of Performance Shares to which the Participant is entitled under the Award. Notwithstanding any other provision in this Award Agreement to the contrary, any payment or benefit received or to be received by the Participant in connection with a Change in Control or the termination of employment (whether payable under the terms of this Award Agreement or any other plan, arrangement or agreement with a member of the Premier Group (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), but only if, by reason of such reduction, the net after-tax benefit received by the Participant shall exceed the net after-tax benefit that would be received by the Participant if no such reduction was made. Whether and how the limitation under this Section 7 is applicable shall be determined under the Section 280G Rules set forth in Exhibit B, which shall be enforceable as if set forth in this Award Agreement.

8. Consent to Electronic Delivery and Acceptance. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site or an Internet-based platform of a third party Plan service provider to which the Participant has access. Participant hereby further agrees that Participant's

electronic acceptance or acknowledgement of this Award Agreement via a Company or third party service provider platform constitutes agreement with all of the terms and conditions herein to the fullest extent permitted by law.

9. Administration. In administering the Plan, or to comply with applicable legal, regulatory, tax, or accounting requirements, it may be necessary for a member of the Premier Group to transfer certain Participant data to another member of the Premier Group, or to its outside service providers or governmental agencies. By accepting the Award, the Participant consents, to the fullest extent permitted by law, to the use and transfer, electronically or otherwise, of the Participant's personal data to such entities for such purposes.

10. Entire Agreement/Amendment/Survival/Assignment. The terms, conditions and restrictions set forth in the Plan, this Award Agreement and the Prospectus constitute the entire understanding between the parties hereto regarding this Award and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or other electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of this Award Agreement that are intended to survive the Participant's termination of employment shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Premier Group.

11. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with a member of the Premier Group for a definite period of time. The employment relationship is "at will," which affords the Participant or a member of the Premier Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable law. The Premier Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment.

12. Transfer Restrictions. The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of this Award or the Participant's right hereunder to receive Performance Shares, except as otherwise provided in the Committee's sole discretion consistent with the Plan and applicable securities laws.

13. Conflict. This Award Agreement is subject to the terms and provisions of the Plan, including but not limited to the adjustment provisions under Section 12 of the Plan. In the event of a conflict between the Plan, and this Award Agreement, the Plan shall control.

14. Definitions. For purposes of this Award Agreement, the following terms shall be as defined below:

(a) "Approved Retirement" shall mean a Participant's voluntary resignation from the Premier Group on or after attaining age 59 ½ or age 55 with 5 or more years of service; provided that prior to such employment termination, the Participant has: (i) given the Company's Chief Human Resources Officer (or such person performing a similar function) ("CHRO") or the

Participant's immediate supervisor at least three months' prior written notice (or such shorter period of time approved in writing by the CHRO or the Participant's immediate supervisor) of the Participant's intended retirement date; and (ii) completed transition duties and responsibilities as determined by the CHRO and/or the Participant's immediate supervisor during the notice period in a satisfactory manner, as reasonably determined by either of them.

(b) "Just Cause" means termination of the Participant's employment with the Premier Group by a member of the Premier Group as a result of conduct by the Participant amounting to: (i) commission or omission of any act of dishonesty, moral turpitude, fraud, embezzlement, theft, misappropriation, breach of fiduciary duty, or breach of the duty of loyalty in connection with the Participant's employment with a Premier Group member or against any Premier Group partner hospital, affiliated health care organization or customer; (ii) willful misconduct, insubordination, or repeated refusal or unwillingness to follow the reasonable directives of the Board of Directors / Managers of a Premier Group member and/or the Participant's Premier Group employer, the Chief Executive Officer of the Participant's Premier Group employer, or the Participant's immediate supervisor(s); (iii) willful action or inaction with respect to the Participant's performance of his or her employment duties that constitutes a violation of law or governmental regulations or that causes a Premier Group member to violate such law or regulation; (iv) a material breach of any securities or other law or regulation or any Premier Group policy governing inappropriate disclosures or "tipping" related to (or the trading or dealing of) securities, stock or investments; (v) excessive absenteeism not related to authorized sick leave, authorized family/medical leave, authorized disability leave, authorized vacation, authorized military leave or other authorized statutory leave within the parameters set forth in accordance with Premier Group policies and procedures regarding the same; (vi) a conviction, guilty plea or plea of nolo contendere by the Participant for any crime involving moral turpitude or dishonesty or for any felony; (vii) material breach or violation of the terms of employment or other agreements to which the Participant and one or more members of the Premier Group are party; or (viii) breach or violation of material policies, rules, procedures or instructions of a Premier Group member.

For purposes of this definition only, no act or failure to act by a Participant shall be deemed "willful" if done or omitted to be done by the Participant in good faith and with the reasonable belief that the Participant's act or omission was in the best interest of the Premier Group and consistent with Premier Group policies and applicable law. Further, any act or failure to act based on and consistent with (a) instructions pursuant to a resolution duly adopted by the Board of Directors / Managers of a Premier Group member, (b) instructions of the applicable Board Chair as authorized by such Boards, or (c) the advice of Premier Group counsel shall be presumed to be done or omitted to be done by the Participant in good faith and in the best interests of the Premier Group.

(c) "Disability" means any of the following: (i) the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of at least twelve months, or the Participant's entitlement to and receipt of disability benefits under a disability insurance program that pays benefits on the basis of the foregoing definition; (ii) the Participant is, by reason of any medically determinable physical or mental

impairment that can be expected to result in death or can be expected to last for a continuous period of at least twelve months, receiving either (a) income replacement benefits for a period of at least three months under an accident and health plan covering employees of the Participant's Premier Group employer, or (b) disability benefits under a disability insurance program that pays benefits on the basis of the foregoing definition; or (iii) the Participant is determined to be totally disabled by the Social Security Administration or Railroad Retirement Board.

(d) "Premier Group" shall mean the Company, its Subsidiaries and Affiliates.

(e) "Without Cause" means a termination of the Participant's employment with the Premier Group by a member of the Premier Group for a reason other than death, Disability or for Just Cause.

15. Section 409A. This Award shall be construed consistent with the intention that it be exempt from Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan or this Award Agreement, if at any time the Committee determines that this Award (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Award Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate either for this Award to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

16. Lock-up Restriction. The Participant agrees that, if the Company proposes to offer for sale any Shares pursuant to a public offering under the Securities Act of 1933 and if requested by the Company and any underwriter engaged by the Company for a reasonable period of time specified by the Company or such underwriter following the date of any prospectus, offering memorandum or similar disclosure document used with respect to such offering (such period of time not to exceed the lock-up period applicable to the Company for such proposed offering), the Participant will not, directly or indirectly, offer, sell, pledge, contract to sell (including any short sale), grant any option to purchase, or otherwise dispose of any securities of the Company held by the Participant.

17. No Hedging Transactions. The Participant shall not enter into any Hedging Transaction (as defined below) relating to any securities of the Company held by the Participant. For purposes of this Section, a "Hedging Transaction" means any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from the Shares.

18. Nature of Award. This Award represents the Company's unfunded and unsecured promise to issue Shares at a future date, subject to the terms of this Award Agreement and the Plan. The Participant has no rights under this Agreement other than the rights of a general

unsecured creditor of the Company. The Participant shall have the rights of a shareholder with respect to the Performance Shares only to the extent that Performance Shares are issued to the Participant in accordance with the terms and conditions of this Award Agreement and the Plan.

19. Governing Law. This Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of North Carolina without regard to the principles of conflicts of law thereunder.

Exhibit A—Performance Terms

Exhibit B—Section 280G Rules
To Performance Share Agreement
When you receive benefits in connection with a Change in Control

The following rules shall apply for purposes of determining whether and how the limitations provided under Section 7 are applicable to the Participant.

1. The “net after-tax benefit” shall mean (i) the Payments (as defined in Section 7) which the Participant receives or is then entitled to receive from the Company or an Affiliate that would constitute “parachute payments” within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income and employment taxes payable by the Participant with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Participant (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (i) above.

2. All determinations under Section 7 of this Award Agreement and this Exhibit B will be made by an accounting firm or law firm that is selected for this purpose by the Company’s Chief Executive Officer prior to a Change in Control (the “280G Firm”). All fees and expenses of the 280G Firm shall be borne by the Company. The Company will direct the 280G Firm to submit any determination it makes under Section 7 of this Award Agreement and this Exhibit B and detailed supporting calculations to both the Participant and the Company as soon as reasonably practicable.

3. If the 280G Firm determines that one or more reductions are required under Section 7 of this Award Agreement, the 280G Firm shall also determine which Payments shall be reduced (first from cash payments and then from non-cash benefits) to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, and the Company shall pay such reduced amount to the Participant. The 280G Firm shall make reductions required under Section 7 of this Award Agreement in a manner that maximizes the net after-tax amount payable to the Participant.

4. As a result of the uncertainty in the application of Section 280G at the time that the 280G Firm makes its determinations under this Section, it is possible that amounts will have been paid or distributed to the Participant that should not have been paid or distributed (collectively, the “Overpayments”), or that additional amounts should be paid or distributed to the Participant (collectively, the “Underpayments”). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Participant, which assertion the 280G Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Participant must repay to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Participant to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Participant is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G

Firm will notify the Participant and the Company of that determination and the amount of that Underpayment will be paid to the Participant promptly by the Company.

5. The Participant will provide the 280G Firm access to, and copies of, any books, records, and documents in the Participant's possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 7 of this Award Agreement and this Exhibit B.

RESTRICTED STOCK UNIT AGREEMENT

Participant: [Participant Name]
Grant Date: [Grant Date] (the “Grant Date”)
Number of Award Shares: [Number of Award Shares Granted]
Vesting Schedule: 1/3rd of Award Shares vest on each of the first, second and third anniversaries of Grant Date

This Restricted Stock Unit Agreement (the “Award Agreement”) evidences the grant to the Participant by Premier, Inc. (the “Company”) of the right to receive shares the Company’s Class A common stock, \$0.01 par value (“Shares”), upon the terms and conditions provided for herein under the Premier, Inc. 2023 Equity Incentive Plan (the “Plan”). Except as specifically set forth herein, the rights granted under this Award Agreement (the “Award”) are expressly subject to all of the terms, definitions, and provisions of the Plan. Capitalized terms in this Award Agreement shall have the meaning specified in the Plan unless a different meaning is specified herein.

1. Grant of Restricted Stock Units. Subject to the terms and provisions of this Award Agreement and the Plan, the Company hereby grants to the Participant the right to receive the number of Shares set forth above (the “Award Shares”) in one-third increments on each of the first, second and third anniversaries of Grant Date.

2. Terms and Conditions. The terms, conditions, and restrictions applicable to this Award are specified in the Plan and this Award Agreement, including Exhibit A – Section 280G Rules, and summarized in the Plan prospectus and any applicable prospectus supplement (together, the “Prospectus”). The terms, conditions and restrictions in the Plan include, but are not limited to, provisions relating to amendment, vesting, cancellation, and settlement, all of which are hereby incorporated by reference into this Award Agreement to the extent not otherwise set forth herein.

By accepting the Award, the Participant acknowledges receipt of the Prospectus and that he or she has read and understands the Prospectus. The Prospectus summarizes the material provisions of the Plan. The summary in the Prospectus is not complete and is qualified in its entirety by reference to the provisions of the Plan. You should consult the Plan and the terms of this Award Agreement for more complete information about this Award. The Plan and Award Agreement, in that order, shall govern any inconsistency between the Prospectus on the one hand, and the Plan and the Award Agreement on the other.

The Participant understands that this Award and all other incentive awards are entirely discretionary and that no right to receive an award exists absent a prior written agreement with the Company to the contrary. The Participant also understands that the value that may be realized, if any, from this Award is contingent, and depends on, the future market price of the Shares, among other factors. The Participant further confirms the Participant’s understanding that this Award is intended to promote employee retention and stock ownership and to align employees’ interests with those of shareholders, is subject to vesting conditions and will be cancelled if the vesting conditions are not satisfied. Thus, the Participant understands that (a) any monetary value assigned to this Award in any communication regarding this Award is

contingent, hypothetical, or for illustrative purposes only, and does not express or imply any promise or intent by the Company to deliver, directly or indirectly, any certain or determinable cash value to the Participant; (b) receipt of this Award or any incentive award in the past is neither an indication nor a guarantee that an incentive award of any type or amount will be made in the future, and that absent a written agreement to the contrary, the Company is free to change its practices and policies regarding incentive awards at any time; (c) vesting may be subject to confirmation and final determination by the Committee that the vesting conditions have been satisfied; and (d) issued Award Shares shall be subject to lock-up restrictions as described in Section 16 of this Award Agreement. The Participant shall have no rights as a stockholder of the Company with respect to any shares covered by this Award unless and until this Award is vested and settled in Shares.

3. Vesting. This Award shall vest in one-third increments on each of the first, second and third anniversaries of Grant Date set forth above, provided the Participant is continuously employed by a member of the Premier Group. Notwithstanding the foregoing:

(a) In the event that a Participant terminates employment due to being a Good Leaver (as defined below) prior to the third anniversary of Grant Date, the Participant shall immediately vest in a portion of the Award equal to the number of Award Shares outstanding times a fraction, the numerator of which is the number of days of active service elapsed since the immediately preceding anniversary of Grant Date or, if the first anniversary of Grant Date has not lapsed, the Grant Date, and the denominator of which is: (i) 1,095 if the termination is prior to the first anniversary of Grant Date; (ii) 730 if the termination is between the first and second anniversaries of Grant Date; or (iii) 365 if the termination is after the second anniversary of Grant Date. A Participant is a “Good Leaver” on account of (i) terminating employment with the Premier Group due to death, Disability or an Approved Retirement (as defined in Section 14 below) or (ii) the termination of the Participant’s employment with the Premier Group Without Cause (as defined in Section 14 below); and

(b) In the event a member of the Premier Group (or a successor) terminates the Participant’s employment Without Cause or the Participant terminates his employment for Good Reason (as defined in Section 14 below) within the twelve-month period commencing upon a Change in Control (as defined in the Plan), the Award shall vest in full.

The Participant shall be credited with an amount in cash (without interest) equal to the dividends the Participant would have received if the Participant had been the owner of a number of Shares equal to the number of Award Shares; provided, however, that no amount shall be credited with respect to Shares that have been delivered to the Participant as of the applicable record date. Dividend equivalents shall be subject to the same terms and conditions as the Award Shares, and shall vest (or, if applicable, be forfeited) at the same time as the Award Shares. Notwithstanding the foregoing, vesting of Award Shares (and any dividend equivalents) shall be prohibited to the extent it would violate applicable law. Further, notwithstanding the foregoing, nothing in this Award Agreement shall be interpreted to require the Company to grant dividends or dividend equivalents on any Shares or Award Shares.

4. Forfeiture; Break in Service. The unvested portion of this Award, as determined under Section 3 above, shall expire and be permanently forfeited upon employment termination with the Premier Group.

5. Settlement of Award. Subject to Section 7 below, the Company shall deliver or cause to be delivered to or on the behalf of the Participant the number of vested Award Shares determined under Section 3 above as soon as administratively practicable after becoming vested under Section 3, but in no event later than sixty (60) days after such date. The dividend equivalents corresponding to Award Shares that vest as described in Section 3 above shall be paid in cash at the same time as the delivery of such Shares under this Section 5. Vested Shares to be delivered due to death shall be paid to the Participant's legal spouse or, if no such spouse survives the Participant, to the Participant's estate.

6. Compliance with Certain Obligations; Compensation Recovery. The Award Shares shall be subject to forfeiture as a result of the Participant's violation of any obligations contained in any agreement between the Company and the Participant relating to non-competition, non-interference, non-solicitation and confidentiality (the "Employment Obligations") and shall be subject to being recovered under any compensation recovery policy that may be adopted from time to time by the Company or any of its Affiliates. For avoidance of doubt, compensation recovery rights to Award Shares shall extend to the proceeds realized by the Participant due to the sale or other transfer of the Award Shares. The Participant's prior execution of agreements containing the Employment Obligations and confirmation of such obligations was a material inducement for the Company's grant of the Award under this Award Agreement.

7. Taxes; Limitation on Excess Parachute Payments. The settlement of this Award is conditioned on the Participant making arrangements reasonably satisfactory to the Company for the withholding of all applicable federal, state, local or foreign taxes as may be required under applicable law. The Participant shall bear all expense of, and be solely responsible for, all federal, state, local or foreign taxes due with respect to any payment received under this Award Agreement. The Committee, in its sole discretion, may satisfy the Participant's withholding tax obligations by reducing the number of Award Shares to which the Participant is entitled under the Award. Notwithstanding any other provision in this Award Agreement to the contrary, any payment or benefit received or to be received by the Participant in connection with a Change in Control or the termination of employment (whether payable under the terms of this Award Agreement or any other plan, arrangement or agreement with a member of the Premier Group (collectively, the "Payments") that would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), shall be reduced to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), but only if, by reason of such reduction, the net after-tax benefit received by the Participant shall exceed the net after-tax benefit that would be received by the Participant if no such reduction was made. Whether and how the limitation under this Section 7 is applicable shall be determined under the Section 280G Rules set forth in Exhibit A, which shall be enforceable as if set forth in this Award Agreement.

8. Consent to Electronic Delivery and Acceptance. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with this and any other prior or future incentive award or program made or offered by the Company or its predecessors or successors. Electronic delivery of a document to the Participant may be via a Company e-mail system or by reference to a location on a Company intranet site or an Internet-based platform of a third party Plan service provider to which the Participant has access. Participant hereby further agrees that Participant's electronic acceptance or acknowledgement of this Award Agreement via a Company or third party service provider platform constitutes agreement with all of the terms and conditions herein to the fullest extent permitted by law.

9. Administration. In administering the Plan, or to comply with applicable legal, regulatory, tax, or accounting requirements, it may be necessary for a member of the Premier Group to transfer certain Participant data to another member of the Premier Group, or to its outside service providers or governmental agencies. By accepting the Award, the Participant consents, to the fullest extent permitted by law, to the use and transfer, electronically or otherwise, of the Participant's personal data to such entities for such purposes.

10. Entire Agreement/Amendment/Survival/Assignment. The terms, conditions and restrictions set forth in the Plan, this Award Agreement and the Prospectus constitute the entire understanding between the parties hereto regarding this Award and supersede all previous written, oral, or implied understandings between the parties hereto about the subject matter hereof. This Award Agreement may be amended by a subsequent writing (including e-mail or other electronic form) agreed to between the Company and the Participant. Section headings herein are for convenience only and have no effect on the interpretation of this Award Agreement. The provisions of this Award Agreement that are intended to survive the Participant's termination of employment shall survive such date. The Company may assign this Award Agreement and its rights and obligations hereunder to any current or future member of the Premier Group.

11. No Right to Employment. The Participant agrees that nothing in this Award Agreement constitutes a contract of employment with a member of the Premier Group for a definite period of time. The employment relationship is "at will," which affords the Participant or a member of the Premier Group the right to terminate the relationship at any time for any reason or no reason not otherwise prohibited by applicable law. The Premier Group retains the right to decrease the Participant's compensation and/or benefits, transfer or demote the Participant or otherwise change the terms or conditions of the Participant's employment.

12. Transfer Restrictions. The Participant may not sell, assign, transfer, pledge, encumber or otherwise alienate, hypothecate or dispose of this Award or the Participant's right hereunder to receive Award Shares, except as otherwise provided in the Committee's sole discretion consistent with the Plan and applicable securities laws.

13. Conflict. This Award Agreement is subject to the terms and provisions of the Plan, including but not limited to the adjustment provisions under Section 12 of the Plan. In the event of a conflict between the Plan and this Award Agreement, the Plan shall control.

14. Definitions. For purposes of this Award Agreement, the following terms shall be as defined below:

(a) “Approved Retirement” shall mean a Participant’s voluntary resignation from the Premier Group on or after attaining age 59 ½ or age 55 with 5 or more years of service; provided that prior to such employment termination, the Participant has: (i) given the Company’s Chief Human Resources Officer (or such person performing a similar function) (“CHRO”) or the Participant’s immediate supervisor at least three months’ prior written notice (or such shorter period of time approved in writing by the CHRO or the Participant’s immediate supervisor) of the Participant’s intended retirement date; and (ii) completed transition duties and responsibilities as determined by the CHRO and/or the Participant’s immediate supervisor during the notice period in a satisfactory manner, as reasonably determined by either of them.

(b) “Just Cause” means termination of the Participant’s employment with the Premier Group by a member of the Premier Group as a result of conduct by the Participant amounting to: (i) commission or omission of any act of dishonesty, moral turpitude, fraud, embezzlement, theft, misappropriation, breach of fiduciary duty, or breach of the duty of loyalty in connection with the Participant’s employment with a Premier Group member or against any Premier Group partner hospital, affiliated health care organization or customer; (ii) willful misconduct, insubordination, or repeated refusal or unwillingness to follow the reasonable directives of the Board of Directors / Managers of a Premier Group member and/or the Participant’s Premier Group employer, the Chief Executive Officer of the Participant’s Premier Group employer, or the Participant’s immediate supervisor(s); (iii) willful action or inaction with respect to the Participant’s performance of his or her employment duties that constitutes a violation of law or governmental regulations or that causes a Premier Group member to violate such law or regulation; (iv) a material breach of any securities or other law or regulation or any Premier Group policy governing inappropriate disclosures or “tipping” related to (or the trading or dealing of) securities, stock or investments; (v) excessive absenteeism not related to authorized sick leave, authorized family/medical leave, authorized disability leave, authorized vacation, authorized military leave or other authorized statutory leave within the parameters set forth in accordance with Premier Group policies and procedures regarding the same; (vi) a conviction, guilty plea or plea of nolo contendere by the Participant for any crime involving moral turpitude or dishonesty or for any felony; (vii) material breach or violation of the terms of employment or other agreements to which the Participant and one or more members of the Premier Group are party; or (viii) breach or violation of material policies, rules, procedures or instructions of a Premier Group member.

For purposes of this definition only, no act or failure to act by a Participant shall be deemed “willful” if done or omitted to be done by the Participant in good faith and with the reasonable belief that the Participant’s act or omission was in the best interest of the Premier Group and consistent with Premier Group policies and applicable law. Further, any act or failure to act based on and consistent with (a) instructions pursuant to a resolution duly adopted by the

Board of Directors / Managers of a Premier Group member, (b) instructions of the applicable Board Chair as authorized by such Boards, or (c) the advice of Premier Group counsel shall be presumed to be done or omitted to be done by the Participant in good faith and in the best interests of the Premier Group.

(c) “Disability” means any of the following: (i) the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of at least twelve months, or the Participant’s entitlement to and receipt of disability benefits under a disability insurance program that pays benefits on the basis of the foregoing definition; (ii) the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of at least twelve months, receiving either (a) income replacement benefits for a period of at least three months under an accident and health plan covering employees of the Participant’s Premier Group employer, or (b) disability benefits under a disability insurance program that pays benefits on the basis of the foregoing definition; or (iii) the Participant is determined to be totally disabled by the Social Security Administration or Railroad Retirement Board

(d) “Good Reason” means a Participant’s resignation of employment from the Premier Group due to: (i) a material reduction of the Participant’s base salary without the Participant’s consent; (ii) a material reduction in the Participant’s authority, duties or responsibilities without the Participant’s consent, but excluding any such reductions made in good faith to conform with applicable law or accounting/public company standards; or (iii) a relocation of the Participant to a location outside a fifty (50) mile radius of the Participant’s primary office location. In all instances, a Participant must provide the Chair of the Board of Directors / Managers of the Participant’s Premier Group employer (in the case of the CEO) or the CEO of the Participant’s Premier Group employer (in the case of other Participants) written notice of the asserted instances constituting “Good Reason” within ninety (90) calendar days of the initial existence of the condition(s). Further, “Good Reason” shall not mean or include resignation by a Participant for conditions (i) – (iii) if cured or remedied by the appropriate Premier Group member(s) within thirty (30) calendar days of receiving the Participant’s notice.

(e) “Premier Group” shall mean the Company, its Subsidiaries and Affiliates.

(f) “Without Cause” means a termination of the Participant’s employment with the Premier Group by a member of the Premier Group for a reason other than death, Disability or for Just Cause.

15. Section 409A. This Award shall be construed consistent with the intention that it be exempt from Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However, notwithstanding any other provision of the Plan or this Award Agreement, if at any time the Committee determines that this Award (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify the Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Award Agreement, or adopt other policies and procedures

(including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate either for this Award to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

16. Lock-up Restriction. The Participant agrees that, if the Company proposes to offer for sale any Shares pursuant to a public offering under the Securities Act of 1933 and if requested by the Company and any underwriter engaged by the Company for a reasonable period of time specified by the Company or such underwriter following the date of any prospectus, offering memorandum or similar disclosure document used with respect to such offering (such period of time not to exceed the lock-up period applicable to the Company for such proposed offering), the Participant will not, directly or indirectly, offer, sell, pledge, contract to sell (including any short sale), grant any option to purchase, or otherwise dispose of any securities of the Company held by the Participant.

17. No Hedging Transactions. The Participant shall not enter into any Hedging Transaction (as defined below) relating to any securities of the Company held by the Participant. For purposes of this Section, a “Hedging Transaction” means any short sale (whether or not against the box) or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from the Shares.

18. Nature of Award. This Award represents the Company’s unfunded and unsecured promise to issue Shares at a future date, subject to the terms of this Award Agreement and the Plan. The Participant has no rights under this Agreement other than the rights of a general unsecured creditor of the Company. The Participant shall have the rights of a shareholder with respect to the Award Shares only to the extent that Shares are issued to the Participant in accordance with the terms and conditions of this Award Agreement and the Plan.

19. Governing Law. This Award Agreement shall be legally binding and shall be executed and construed and its provisions enforced and administered in accordance with the laws of the State of North Carolina without regard to the principles of conflicts of law thereunder.

Exhibit A—Section 280G Rules
To Restricted Stock Unit Agreement
When you receive benefits in connection with a Change in Control

The following rules shall apply for purposes of determining whether and how the limitations provided under Section 7 are applicable to the Participant.

1. The “net after-tax benefit” shall mean (i) the Payments (as defined in Section 7) which the Participant receives or is then entitled to receive from the Company or an Affiliate that would constitute “parachute payments” within the meaning of Section 280G of the Code, less (ii) the amount of all federal, state and local income and employment taxes payable by the Participant with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to the Participant (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (iii) the amount of Excise Tax imposed with respect to the payments and benefits described in (i) above.

2. All determinations under Section 7 of this Award Agreement and this Exhibit A will be made by an accounting firm or law firm that is selected for this purpose by the Company’s Chief Executive Officer prior to a Change in Control (the “280G Firm”). All fees and expenses of the 280G Firm shall be borne by the Company. The Company will direct the 280G Firm to submit any determination it makes under Section 7 of this Award Agreement and this Exhibit A and detailed supporting calculations to both the Participant and the Company as soon as reasonably practicable.

3. If the 280G Firm determines that one or more reductions are required under Section 7 of this Award Agreement, the 280G Firm shall also determine which Payments shall be reduced (first from cash payments and then from non-cash benefits) to the extent necessary so that no portion thereof shall be subject to the excise tax imposed by Section 4999 of the Code, and the Company shall pay such reduced amount to the Participant. The 280G Firm shall make reductions required under Section 7 of this Award Agreement in a manner that maximizes the net after-tax amount payable to the Participant.

4. As a result of the uncertainty in the application of Section 280G at the time that the 280G Firm makes its determinations under this Section, it is possible that amounts will have been paid or distributed to the Participant that should not have been paid or distributed (collectively, the “Overpayments”), or that additional amounts should be paid or distributed to the Participant (collectively, the “Underpayments”). If the 280G Firm determines, based on either the assertion of a deficiency by the Internal Revenue Service against the Company or the Participant, which assertion the 280G Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, the Participant must repay to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by the Participant to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which the Participant is subject to tax under Section 4999 of the Code or generate a refund of tax imposed under Section 4999 of the Code. If the 280G Firm determines, based upon controlling precedent or substantial authority, that an Underpayment has occurred, the 280G

Firm will notify the Participant and the Company of that determination and the amount of that Underpayment will be paid to the Participant promptly by the Company.

5. The Participant will provide the 280G Firm access to, and copies of, any books, records, and documents in the Participant's possession as reasonably requested by the 280G Firm, and otherwise cooperate with the 280G Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 7 of this Award Agreement and this Exhibit A.

PREMIER, INC.
ANNUAL INCENTIVE COMPENSATION PLAN
AMENDED AND RESTATED ON September 6, 2024
Effective for Plan Years Beginning On or After July 1, 2024

ARTICLE 1. PLAN AMENDMENT AND RESTATEMENT; PURPOSE

- 1.1 Amendment and Restatement.** Premier, Inc., a Delaware corporation (the “Company”), hereby amends and restates its annual incentive compensation plan, which is known as the Premier, Inc. Annual Incentive Compensation Plan (the “Plan”), originally established effective July 1, 1996 for selected Employees.
- 1.2 Purpose.** The purpose of the Plan is to maximize the success of the Company and the Premier Group by providing significant financial incentive opportunities to eligible Employees, to assist in attracting and retaining employees of superior abilities, and to further align the interests and objectives of Participants with those of the Company and the Premier Group.

ARTICLE 2. DEFINITIONS

- 2.1 Definitions.** Whenever used herein the following terms shall have their respective meanings as set forth below:
- (a) “Administrator” means the Company’s Chief Human Resources Officer or his/her designee as set forth in writing, or any other person as may be designated from time to time by the Committee to perform those duties specified in the Plan.
 - (b) “Award” shall have the meaning set forth in Section 7.2.
 - (c) “Cause” means: (a) commission or omission of any act of dishonesty, embezzlement, theft, misappropriation or breach of fiduciary duty in connection with employment; (b) any conviction, guilty plea or plea of *nolo contendere* for any felony, a misdemeanor in which fraud and dishonesty is a material element, or a crime of moral turpitude that would be likely to result in incarceration; (c) willful action or willful inaction with respect to the performance of employment duties that constitutes a violation of law or governmental regulations or that causes the Company or its affiliates to violate such law or regulation; (d) a material breach of any securities or other laws or regulations or any Company’s or affiliate’s policies, including those governing confidentiality, inappropriate disclosures or “tipping” related to (or the trading or dealing of) securities, stock or investments; (e) failure to reasonably cooperate or interference with a Company or affiliate related investigation; (f) willful violation of the Company’s or its affiliates’ material policies, rules or procedures; (g) willful misconduct, willful insubordination or willful refusal or unwillingness to carry out or follow specific lawful, reasonable directives, duties or assignments established by the Company from time to time; (h) willful inattention to or dereliction of duty by you with respect to the business affairs of the Company or the affiliates to which you are assigned material responsibilities or duties which is materially harmful to the
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business or reputation of the Company or its affiliates; (i) the breach of or failure to perform the obligations set forth in any applicable employment agreement or similar document; or (j) any event which would otherwise be a for “Cause” termination as set forth in any applicable employment agreement or other agreement with the Company or Company plan.

- (d) “Change in Control” shall have the meaning set forth in Section 13 (or subsequent applicable sections, if and as later amended) of the Premier, Inc. 2023 Equity Incentive Plan, as it may be established, modified, amended, restated, or replaced from time to time.
 - (e) “Code” shall have the meaning set forth in Section 8.2
 - (f) “Code Section 409A” shall have the meaning set forth in Section 11.12.
 - (g) “Committee” means the Compensation Committee of the Board of Directors of the Company.
 - (h) “Company” means Premier, Inc. and its affiliates.
 - (i) “Disability” means a determination of disability with respect to a Participant under the long-term disability plan maintained by the Participant’s Premier Group employer. If, at any time during the period that this Plan is in operation, the applicable entity of the Premier Group does not maintain a long-term disability plan, “Disability” shall mean a physical or mental condition that, in the judgment of the Administrator, permanently prevents a Participant from performing the essential functions of the Participant’s job duties with the Premier Group or such other position or job that is made available to the Participant within the Premier Group and for which the Participant is qualified by reason of education, training and experience, with or without reasonable accommodation. In making such determination, the Administrator may, but is not required to, rely on advice of a physician competent in the area to which such Disability relates. In addition, the Participant upon request by the Administrator must submit such medical evidence, records and examination data to the Administrator regarding any Disability as is reasonably necessary for the Administrator to evaluate the same, to be treated as confidential as required by law. The Administrator shall make all determinations and resolve any disputes regarding Disability in its sole discretion, and any decision of the Administrator concerning the same will be binding on all parties.
 - (j) “Earnings” for a Participant that is an exempt Employee (as designated by Premier in accordance with applicable law) means a Participant’s annual base salary from the Participant’s Premier Group employer measured as of the last day of the Plan Year (June 30) or, if sooner, the Participant’s last day of eligibility under the Plan during the Plan Year, in each case excluding all other pay elements (including, but not limited to bonus payments, commissions, incentive compensation, deferred compensation payments, stock options, profit sharing, dividends, benefits, severance
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pay, vacation payout, expense reimbursements, miscellaneous allowances or any other compensation).

For a Participant that is an exempt Employee who does not participate in the Plan for the full Plan Year (pursuant to Article 4), “Earnings” means the Participant’s annual base salary described in the preceding sentence calculated on a pro rata basis based upon the number of days during which the Participant actually participated in the Plan during the Plan Year divided by 365. “Earnings” for a Participant that is a nonexempt Employee (as designated by Premier in accordance with applicable law) means a Participant’s annual base salary and overtime pay earned and paid during the Plan Year (measured as of the last day of the Plan Year (June 30)) plus compensation related to sick days used and vacation days used during the Plan Year.

- (k) “Employee” means any person designated as an employee of the Premier Group on the payroll records thereof, but excluding any person designated by Premier as an intern, temporary worker or contractor.
 - (l) “Exchange Act” means the Securities Exchange Act of 1934 and all regulations issued thereunder and any successors thereto.
 - (m) “Executive Team” means the Company’s executive leadership team, including without limitation all executive officers and others designated by the Chief Executive Officer as members of the executive leadership team.
 - (n) “Goals and Performance Standards” shall have the meaning set forth in Section 5.1.
 - (o) “Good Reason” a resignation for Good Reason means a Participant’s resignation of employment from the Premier Group due to: (i) a material reduction of the Participant’s base salary without the Participant’s consent; (ii) a material reduction in the Participant’s authority, duties or responsibilities without the Participant’s consent, but excluding any such reductions made in good faith to conform with applicable law or accounting/public company standards; or (iii) a relocation of the Participant to a location outside a fifty (50) mile radius of the Participant’s primary office location. In all instances, a Participant must provide the Chair of the Board of Directors / Managers of the Participant’s Premier Group employer (in the case of the CEO) or the CEO of the Participant’s Premier Group employer (in the case of other Participants) written notice of the asserted instances constituting “Good Reason” within ninety (90) calendar days of the initial existence of the condition(s). Further, “Good Reason” shall not mean or include resignation by a Participant for conditions (i) – (iii) if cured or remedied by the appropriate Premier Group member(s) within thirty (30) calendar days of receiving the Participant’s notice.
 - (p) “Individual Award Factor” shall have the meaning set forth in Section 7.1.
 - (q) “Participant” means any individual designated to participate in the Plan pursuant to Article 4.
 - (r) “Payment Date” shall have the meaning set forth in Section 8.1.
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- (s) "Performance Standard Achievement" shall have the meaning set forth in Section 7.1.
- (t) "Plan Year" means the twelve-month period beginning July 1 through June 30.
- (u) "Premier Group" means the Company and/or those affiliates, subsidiaries or managed entities which the Company permits to participate in the Plan, as designated from time to time by the Committee.
- (v) "Recoupment Policy" shall have the meaning set forth in Section 8.3.
- (w) "Retirement" means the Participant's voluntary resignation from the Premier Group on or after attaining age 59 ½ or age 55 with 5 or more years of service.
- (x) "Stretch" means the level of achievement in which the highest payout for Goals and Performance Standards will be made.
- (y) "Target" means 100% achievement of the Goals and Performance Standards.
- (z) "Target Award Opportunity" shall have the meaning set forth in Section 6.1.
- (aa) "Termination of Employment" means the separation or end of the Participant's employment with any and all members of the Premier Group for any reason.
- (bb) "Threshold" means the minimum level of achievement that must be attained for Goals and Performance Standards before an Award is potentially earned.

ARTICLE 3. ADMINISTRATION

- 3.1** **Committee.** The Committee shall have general responsibility for the administration of the Plan according to the terms and provisions of the Plan and shall have all the powers necessary to accomplish these purposes, either directly or through delegation as authorized under this Plan, including, but not by way of limitation, the right, power and authority:
- (a) To make rules and regulations for the administration of the Plan;
 - (b) To construe all terms, provisions, conditions and limitations of the Plan;
 - (c) To correct any defects, supply any omissions or reconcile any inconsistencies that may appear in the Plan in the manner and to the extent deemed expedient;
 - (d) To determine all controversies relating to the administration of the Plan, including, but not limited to, differences of opinion that may arise among the Premier Group or the Administrator and the Participants;
 - (e) To resolve any questions necessary to promote the uniform administration of the Plan; and
 - (f) To amend the Plan or terminate the Plan pursuant to Article 10.
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- 3.2 Administrator.** The Administrator shall have responsibility for the day-to-day operation of the Plan, including setting, approving, and evaluating performance against the Goals and Performance Standards, including any subparts thereof, for Plan Participants (other than the Executive Team) consistent with the Committee's determinations. The Administrator shall make initial determinations regarding administration of the Plan, including, but not limited to, differences of opinion that may arise among the Premier Group and matters relating to Participant eligibility and incentive payments under the Plan. The foregoing notwithstanding, the Administrator also shall have responsibility for those decisions or actions specifically set forth in the provisions of this Plan.
- 3.3 Discretion.** The Committee or the Administrator, in exercising any power or authority granted under this Plan, or in making any determination under this Plan, shall perform or refrain from performing those acts in its sole and absolute discretion and judgment. Any decision made by the Committee, or any refraining to act or any act taken by the Committee, shall be final and binding on all parties. Notwithstanding the foregoing or anything else to the contrary contained herein, the delegation of authority to the Administrator and its exercise of discretion within that delegated authority pursuant to this Plan shall at all times be subject to the limitations that aggregate target Awards for any Plan Year must be within approved budgets for that Plan Year, aggregate Award payouts for any Plan Year cannot exceed the stretch payout parameter above the budgeted aggregate target as specified in Section 7.1, as well as any other limitations that may be imposed on the Administrator by the Committee from time to time.
- 3.4 Liability and Indemnification.** The Committee or the Administrator shall not be liable for any act done or any determination made in good faith. The Company and the Premier Group shall, to the fullest extent permitted by law, indemnify and hold the Committee, its members and the Administrator harmless from any and all claims, causes of action, damages and expenses (including reasonable attorneys' fees and expenses) incurred by the Committee, its members, and the Administrator in connection with or otherwise related to service in such capacity.

ARTICLE 4. PLAN PARTICIPATION

- 4.1 Participation.** All Employees of the Premier Group shall participate in the Plan, except that an individual who becomes an Employee of the Premier Group on or after April 1 of the Plan Year shall not begin participating in the Plan until the next Plan Year. An individual who becomes an Employee of the Premier Group after the start of the Plan Year and before April 1 shall enter the Plan immediately and a Target Award Opportunity shall be established and communicated to such Employee as soon as administratively practicable. Notwithstanding the foregoing, anyone employed by a member of the Premier Group who receives an annual cash incentive award opportunity under the Premier, Inc. 2023 Equity Incentive Plan (or its successor) for a fiscal year shall not be eligible to earn an annual incentive under the Plan for such fiscal year. Employees must have at least three full months of service with the Company during the Plan Year to be eligible for any Award with respect to that Plan Year.
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- 4.2 **Term of Participation**. A Participant's participation in the Plan shall continue until the earlier to occur of: (a) the Participant's Termination of Employment, or (b) termination of the Plan as provided in Article 10.

ARTICLE 5. GOALS AND PERFORMANCE STANDARDS

- 5.1 **Goals and Performance Standards**. The Chief Executive Officer of the Company or other appropriate senior executives of the Premier Group shall recommend to the Committee: (a) Plan Year goals, and (b) performance standards that will be used to determine the degree to which the goals have been achieved ("Goals and Performance Standards"). Threshold, Target and Stretch Performance Standards shall be established for each Goal. The Goals and Performance Standards shall be measurable as of the conclusion of the Plan Year.
- 5.2 **Committee Approval**. The Committee will review, and will approve or modify as it deems appropriate, the recommendations for Goals and Performance Standards as provided by Section 5.1, unless such approvals fall within the responsibilities of the Administrator pursuant to Section 3.2 or otherwise have been delegated to the Administrator in accordance with this Plan.

ARTICLE 6. AWARD OPPORTUNITY

- 6.1 **Target Award Opportunity**. For each Plan Year, the Administrator shall establish a Target award opportunity for each Participant (the "Target Award Opportunity"). The Target Award Opportunity shall be expressed as a percent of a Participant's Earnings for the Plan Year. Each Target Award Opportunity may consist of several components, including without limitation:

- Company Goals
- Departmental/Unit Goals
- Individual Goals
- Goals at the discretion of the Chief Executive Officer or other appropriate senior executives

The sum of all components will equal the total Target Award Opportunity. Each component of the total Target Award Opportunity shall be weighted such that the total weighting will equal 100%. Notwithstanding the foregoing, the Committee shall establish the Target Award Opportunity for any Executive Team members who are Participants in the Plan.

- 6.2 **Participant Notification**. The Administrator shall notify each Participant of the Participant's Target Award Opportunity for the Plan Year as soon as practicable following the establishment of such Target Award Opportunity.

ARTICLE 7. AWARD DETERMINATION

- 7.1 **Performance Review**. Within 90 days of the conclusion of the Plan Year, the Committee and the Administrator, as appropriate, shall review and approve the
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performance of the Premier Group in achieving the Goals and Performance Standards. The Administrator shall determine the aggregate percentage for each Participant (the “Individual Award Factor”) based on achievement of each of the Goals and Performance Standards applicable to the Participant, including without limitation discretionary elements, (“Performance Standard Achievement”) utilizing the following schedule for evaluation for each of the Goals and Performance Standards:

Performance Standard Achievement	Payout Percentage
Below Threshold	0%
Threshold	50%
Target	100%
Stretch	150%

The Committee may also determine, in its sole and absolute discretion, additional Performance Standard Achievement levels between Threshold and Target and between Target and Stretch.

In determining Performance Standard Achievement, the Committee may, in its sole and absolute discretion, eliminate from earnings (or other applicable performance measure) of the Premier Group those extraordinary gains or losses of an unusual or non-recurring nature, which in their judgment do not reflect the continuing and normal operations of the Premier Group and should be excluded. Accordingly, the Committee may, therefore, exclude items such as sale of capital assets, approved acquisition- or disposition-related adjustments, share repurchases, changes in accounting methods, tax adjustments, adjustments to earnings for unrealized foreign exchange gains or losses, approved restructuring expense, or similar items. It is intended that any goal established under the Plan that is based on income of the Premier Group will be determined using an income calculation that takes into consideration an expense accrual for the Awards. If Performance Standard Achievement for any of the Goals and Performance Standards is determined to be between (i) Threshold and Target or between Target and Stretch, or (ii) at the sole and absolute discretion of the Committee, between any additional Performance Standard Achievement levels between Threshold and Target and between Target and Stretch, the Administrator shall determine the appropriate payout percentage by linear interpolation within the range of such Performance Standard Achievement levels, provided that for Participants who are not members of the Executive Team, the Administrator, in its discretion, may determine the appropriate payout percentage using reasonable means, such as linear or non-linear interpolation.

7.2 Award Calculation. The Administrator shall calculate a Participant’s award under the Plan (the “Award”) by applying the following formula: the Individual Award Factor percentage, as described in Section 7.1 above, multiplied by the Target Award Opportunity, multiplied by the Participant’s Earnings for the Plan Year. For example, if the Individual Award Factor is 110% and a Participant has a Target Award Opportunity of 10% and Plan Year Earnings of \$100,000, the Participant’s Award would be \$11,000.

ARTICLE 8. AWARD PAYMENT

- 8.1 Payment and Timing.** Awards shall be paid in cash by the Company following the end of the Plan Year to which they relate, but in no event later than the next following March 15th (or such later date as is permitted under Internal Revenue Service regulations or guidance with respect to qualifying the awards under the short-term deferral exception under Treasury Regulation Section 1.409A-1(b)(4)). Awards for a Plan Year generally will be paid by September 30 following the end of the Plan Year to which they relate, subject to any administrative requirements. No Awards shall be increased with interest due to a delayed payment. No portion of any Award is considered earned or vested until the date of payment, and to be eligible for payment of any Award, Participant must remain actively employed by the Premier Group until the date the payment of the Award is actually made (the "Payment Date"), unless otherwise specified in this Plan.
- 8.2 Deferral of Payment.** Notwithstanding any other provision of the Plan, a Participant's Award shall not be paid in cash to the extent that the Participant has entered into a deferral agreement, an employment agreement or such other agreement with the Company or another member of the Premier Group which agreement specifically provides for the deferral of an Award otherwise payable under the Plan and which agreement is drafted and operated to meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").
- 8.3 Recoupment Policy.** A Participant's eligibility to participate in, receive Awards under, and rights to payment pursuant to this Plan is conditioned upon the Participant's being subject to any compensation recovery policy that may be adopted from time to time by the Company or any subsidiary of the Company (a "Recoupment Policy") and all amounts payable pursuant to this Plan shall be subject to the Recoupment Policy.

ARTICLE 9. TERMINATION EVENTS

- 9.1 Termination Due to Death, Disability, Retirement or a Change in Control.** In the event a Participant's employment with the Premier Group terminates or ends at any point in time before the Payment Date for a Plan Year as a result of a Participant's: (a) death, Disability or Retirement, or (b) termination without Cause occurring within two years following a Change in Control, or (c) resignation for Good Reason occurring within two years following a Change in Control, the Participant (or the Participant's estate in the event of the Participant's death) shall be entitled to a payment under Article 7 in full or on a pro rata basis based upon the Participant's period of participation during the Plan Year, as determined by the Administrator.
- 9.2 Other Termination Events.** In the event a Participant's employment terminates or ends at any point in time before the Payment Date for a Plan Year for any reason other than the Participant's: (a) death, Disability or Retirement, or (b) termination without Cause occurring within two years following a Change in Control, (c) or resignation for Good Reason occurring within two years following a Change in Control, the Participant's participation in the Plan shall immediately terminate, unpaid Awards will not be deemed earned or otherwise vest, and the Participant shall *forfeit* all rights under the Plan,
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including the right to receive any Award or any payment of all or a portion of any Award for that Plan Year.

ARTICLE 10. AMENDMENT, MODIFICATION AND TERMINATION OF PLAN

- 10.1 Right to Amend, Suspend or Terminate Plan.** The Committee reserves the right at any time to amend, modify, suspend or terminate the Plan for any reason and without the consent of the Administrator, the Participants or any other person.
- 10.2 Notice.** Notice of any amendment, modification, suspension or termination of the Plan shall be given by the Committee to the Administrator and to all Participants.

ARTICLE 11. GENERAL PROVISIONS REGARDING PLAN ADMINISTRATION

- 11.1 Limitation of Rights.** The granting of any rights to a Participant under the provisions of the Plan represent only a discretionary, contingent right to receive compensation. Accordingly, nothing in this Plan shall be construed:
- (a) To limit in any way the right of the Premier Group to terminate a Participant's employment at any time for any reason;
 - (b) To evidence any agreement or understanding, express or implied, that the Premier Group will employ a Participant in any particular capacity for any particular term or for any particular remuneration; or
 - (c) To grant any right to, or interest in, either express or implied, any equity position or ownership in the Premier Group.

Moreover, no Participants shall have any right or interest, whether vested or otherwise, in the Plan or in any Award unless and until all of the terms, conditions, and provisions of the Plan and the guidelines have been complied with and an Award has been paid.

- 11.2 Alienation.** No benefit provided by this Plan shall be transferable by the Participant except on the Participant's death, as provided in this Plan. No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge. Any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right or benefit under this Plan shall be void. No right or benefit under this Plan shall, in any manner, be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to the right or benefit. If any Participant becomes bankrupt or attempts to anticipate, alienate, assign, pledge, sell, encumber or charge any right or benefit under this Plan, then the right or benefit shall, in the discretion of the Administrator, cease. In that event, the Company may hold or apply the right or benefit, or any part of the right or benefit, for the benefit of the Participant, his or her spouse, children, or dependents, the beneficiary or any of them, in the manner or in the proportion that the Administrator shall deem proper, in its sole discretion, but it shall not be required to do so.
- 11.3 Tax Withholding.** The Company shall have the power and the right to deduct or withhold, or require a Participant, or beneficiary thereof, to remit to the Company, the minimum statutory amount to satisfy federal, state and local taxes, domestic or foreign,
-

required by law or regulation to be withheld with respect to any taxable event arising as a result of this Plan prior to making any payments hereunder.

- 11.4 Unfunded Plan.** The Plan shall be unfunded. Premier Group shall not be required to segregate or earmark any cash, or other assets and property in connection with the Plan. The Premier Group, the Committee and the Administrator shall not have any fiduciary responsibility to any Employee or Participant in connection with this Plan. In addition, the Premier Group shall not be deemed to be a trustee of any amounts to be paid to a Participant. Any liability of the Premier Group to pay any Participant with respect to a potential Award shall be based solely upon any obligations created pursuant to the provisions of the Plan; and no such obligation shall be deemed to be secured by any pledge or encumbrance on any property of the Premier Group. However, the Premier Group shall have the discretion at any time to segregate such assets that may be represented by an Award. Such assets will at all times remain the property of the Premier Group. Moreover, any Participants and their beneficiaries shall at all times be merely unsecured creditors of the Company.
- 11.5 Plan Document Governs.** In the event of a conflict between any other written or oral statements and this Plan document, the provisions of this Plan document shall govern.
- 11.6 Governing Law.** The construction and operation of this Plan are governed by the laws, rules, and judicial decisions of the State of Delaware, except as superseded by federal law.
- 11.7 Headings.** All headings in the Plan are for reference only and not to be utilized in construing the Plan.
- 11.8 Gender.** Unless clearly appropriate, all nouns of whatever gender refer indifferently to persons of any gender.
- 11.9 Singular and Plural.** Unless clearly inappropriate, singular terms refer also the plural and vice versa.
- 11.10 Severability.** Every provision of this Plan is severable from every other provision of this Plan. Thus, if any part of the provisions contained in this Plan document is determined by a court of competent jurisdiction or by any arbitration panel to which a dispute is submitted to be invalid, illegal or incapable of being enforced, then such covenant or provision (with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced) shall remain in full force and effect, and all other covenants and provisions contained in this Plan document shall, nevertheless, remain in full force and effect to the fullest extent permitted by law, unless the continuance of the Plan in such circumstances is not consistent with its purposes.
- 11.11 Waiver of Breach.** Waiver by the Committee, the Administrator or the Premier Group of any provision of this Plan shall not operate or be construed as a waiver of any other provision of this Plan or any other future breach of the provisions so waived.
-

11.12 Code Section 409A.

- (a) The Plan is intended to be exempt from the requirements of Section 409A of the Code and the rules, regulations and other guidance promulgated thereunder (“Code Section 409A”) and shall be construed and interpreted in such a manner consistent with said intent.
- (b) Notwithstanding the foregoing, in the event any portion of the Plan is determined to involve the deferral of compensation or the payment of “nonqualified deferred compensation” (as such term is described in Code Section 409A), such portion of the Plan shall be interpreted to comply with Code Section 409A, and each provision that conflicts with such requirements shall be neither valid nor enforceable. The Committee may amend any such portion of the Plan determined to be subject to the requirements of Code Section 409A to the extent required to comply with Code Section 409A, as the Committee may determine to be necessary or appropriate.
- (c) Notwithstanding anything to the contrary in this Section 11.12, in no event whatsoever shall any member of the Premier Group be liable for any additional tax, interest or penalties that may be imposed on a Participant as a result of Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.
- (d) The following provisions shall apply upon a “separation from service” (as defined by Code Section 409A) on or after the date that any stock of the Company (or its parent) becomes publicly traded on an established securities market or otherwise. If the Participant is deemed on the date of such a separation from service to be a “specified employee” (within the meaning of that term under Code Section 409A(a)(2)(B) and determined using any identification methodology and procedure selected by the Company (or its parent) from time to time, or if none, the default methodology and procedure specified under Code Section 409A), then any amounts that are considered “nonqualified deferred compensation” (within the meaning of that term under Code Section 409A) payable as a result of the Participant’s separation from service shall not be paid prior to the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such separation from service of the Participant, and (ii) the date of the Participant’s death (the “Delay Period”). Upon the expiration of the Delay Period, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to the Participant in a lump sum, and any remaining payments due under the Plan shall be paid or provided in accordance with the normal payment dates specified for them herein. In determining whether a Participant is subject to the delay hereinabove described, the transitional rules of Treasury Regulation § 1.409A-1(i)(6) shall be applied.”

ARTICLE 12. EFFECTIVE DATE

- 12.1 **Effective Date.** This Plan is amended and restated as of September 6, 2024. The amended and restated Plan shall be effective for Plan Years beginning on or after July 1, 2024.

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this “Amendment”), dated as of September 23, 2024, is by and among **PREMIER HEALTHCARE ALLIANCE, L.P.**, a California limited partnership, **PREMIER SUPPLY CHAIN IMPROVEMENT, INC.**, a Delaware corporation (“PSCI”) and **PREMIER HEALTHCARE SOLUTIONS, INC.**, a Delaware corporation (each individually, a “Borrower” and collectively, the “Co-Borrowers”), the other Guarantors (as hereinafter defined) party hereto, the Lenders party hereto and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (the “Administrative Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Co-Borrowers, the Guarantors, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of December 12, 2022 (as amended, modified, extended, restated, replaced, or supplemented from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, the Co-Borrowers have requested that the Required Lenders amend certain provisions of the Credit Agreement as set forth herein; and

WHEREAS, the Required Lenders are willing to make such amendments to the Credit Agreement, in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
AMENDMENTS TO CREDIT AGREEMENT**

1.1 Amendments to Credit Agreement. Effective upon the Amendment Effective Date (as hereinafter defined), the Credit Agreement is hereby amended as follows:

(a) Consolidated Net Income. The definition of “Consolidated Net Income” in Section 1.01 of the Credit Agreement is hereby amended and restated as follows:

“Consolidated Net Income” means for any period, on a Consolidated basis in accordance with GAAP with respect to the Loan Parties and their Subsidiaries, the income of such Person for such period, after deducting therefrom all operating expenses, provisions for all taxes and reserves and all other proper deductions, all determined in accordance with GAAP; provided, that in calculating Consolidated Net Income of the Loan Parties and their Subsidiaries for any period, (a) the net income (or loss) of any Person in which any Loan Party or any of its Subsidiaries has a joint interest with a third party shall be excluded, except to the extent such net income is actually paid in cash to any Loan Party or any of its Subsidiaries by dividend or other distribution during such period and (b) any net administrative fees to which the rights have been sold to a third party in connection with the Non-Healthcare Sale Transaction shall be excluded, except to the extent such net administrative fees are permitted to be retained by the Loan Parties or their Subsidiaries as a royalty or similar fee.

(b) Indebtedness. The definition of “Indebtedness” in Section 1.01 of the Credit Agreement is hereby amended by deleting the word “and” before clause (C) of the proviso thereof and adding a new clause (D) at the end of such proviso as follows:

“and (D) the liability related to the sale of future revenues recorded on the consolidated balance sheet of the Loan Parties as a result of the Non-Healthcare Sale Transaction.”

(c) Non-Healthcare Sale Transaction. Section 1.01 of the Credit Agreement is hereby amended by adding the following new defined term in appropriate alphabetical order:

“Non-Healthcare Sale Transaction” means the transaction (or series of related transactions) pursuant to which Premier, Inc. sold substantially all of its non-healthcare GPO member contracts to OMNIA Partners, LLC pursuant to that certain Equity Purchase Agreement, dated as of June 14, 2023, as amended to date, by and among Omnia Partners, LLC, a Delaware limited liability company, Non-Healthcare Holdings LLC, a Delaware limited liability company, Premier Supply Chain Improvement, Inc., a Delaware corporation, Premier Healthcare Alliance, L.P., a California limited partnership, Acurity, LLC, a Delaware limited liability company, Innovatix, LLC, a Delaware limited liability company, Essensa Ventures, LLC, a New York limited liability company, Premier Healthcare Solutions, Inc., a Delaware corporation, and Premier, Inc., a Delaware corporation.

ARTICLE II CONDITIONS TO EFFECTIVENESS

2.1 Closing Conditions. This Amendment shall become effective as of the day and year set forth above (the “Amendment Effective Date”) upon receipt by the Administrative Agent of a copy of this Amendment duly executed by the Co-Borrowers, the Guarantors, the Required Lenders and the Administrative Agent.

ARTICLE III MISCELLANEOUS

3.1 Amended Terms. On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

3.2 Representations and Warranties of Loan Parties. Each Loan Party represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such person and constitutes such person’s legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors’ rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such person of this Amendment, except any such consent has been obtained or the failure of which to obtain could not reasonably be expected to have a Material Adverse Effect.

(d) The representations and warranties set forth in Article V of the Credit Agreement are (i) with respect to representations and warranties that contain a materiality qualification, true and correct and (ii) with respect to representations and warranties that do not contain a materiality qualification, true and correct in all material respects, in each case as of the date hereof (except for those which expressly relate to an earlier date).

(e) After giving effect to this Amendment, no Event of Default shall be continuing.

(f) The Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses or counterclaims.

3.3 Reaffirmation of Obligations; No Waiver. Each Loan Party hereby ratifies the Loan Documents to which it is a party and acknowledges and reaffirms (a) that it is bound by all terms of the Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of its Obligations. Except as specifically amended by this Amendment, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

3.4 Loan Document. This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

3.5 Expenses. The Loan Parties agree to pay all reasonable and properly-documented actual out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including the reasonable and properly-documented actual fees and expenses of legal counsel for the Administrative Agent, in each case as set forth in Section 10.04 of the Credit Agreement.

3.6 Further Assurances. Each Loan Party agrees to promptly take such action, upon the request of the Administrative Agent, as is reasonably necessary to carry out the intent of this Amendment.

3.7 Entirety. This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

3.8 Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy or other electronic means shall be effective as an original and shall constitute a representation that an original will be delivered. The words "execution," "signed," "signature," and words of like import

in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed letter which has been converted into electronic form (such as scanned into “.pdf” format), or an electronically signed letter converted into another format, for transmission, delivery and/or retention.

3.9 No Actions, Claims, Etc. As of the date hereof, each Loan Party hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent or the Administrative Agent’s officers, employees, representatives, agents, counsel or directors arising from any action by such persons, or failure of such persons to act under the Credit Agreement on or prior to the date hereof.

3.10 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

3.11 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed on the date first above written.

CO-BORROWERS:

PREMIER HEALTHCARE ALLIANCE, L.P.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER SUPPLY CHAIN IMPROVEMENT, INC.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER HEALTHCARE SOLUTIONS, INC.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

[Signature Page to First Amendment]

GUARANTORS:

ACRO PHARMACEUTICAL SERVICES LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

CECITY.COM, INC.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

COMMCARE PHARMACY-FTL, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

ESSENSA VENTURES, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

HEALTHCARE INSIGHTS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

[Signature Page to First Amendment]

INNOVATIX, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

INNOVATIX NETWORK, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

INNOVATIXCARES, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

NS3 HEALTH, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER MARKETPLACE, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER PHARMACY BENEFIT MANAGEMENT, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

[Signature Page to First Amendment]

SVS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

THERADOC, INC.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PROVIDEGX, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER SPECIALTY PHARMACY SOLUTIONS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

STANSON HEALTH, INC.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

CONTIGO HEALTH, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

[Signature Page to First Amendment]

CONDUCTIV, INC.

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

ACURITY, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

NEXERA, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

CONDUCTIV CONTRACTS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

INTERSECTTA, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER SUPPLY CHAIN HOLDINGS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

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ELEMENTS CANADA, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

PREMIER IDS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

CONTIGO HEALTH HOLDINGS, LLC

By: /s/ Craig McKasson
Name: Craig McKasson
Title: Chief Financial Officer

[Signature Page to First Amendment]

ADMINISTRATIVE AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and as a Lender

By: /s/ Eugene Stunson

Name: Eugene Stunson

Title: Executive Director

[Signature Page to First Amendment]

BANK OF AMERICA, N.A., as a Lender

By: /s/ H. Hope Walker

Name: H. Hope Walker

Title: Senior Vice President

(signatures continued)

[Signature Page to First Amendment]

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Eduardo Lopez Peiro

Name: Eduardo Lopez Peiro

Title: Vice Presidente

(signatures continued)

[Signature Page to First Amendment]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Sharon Geffel

Name: Sharon Geffel

Title: SVP

(signatures continued)

[Signature Page to First Amendment]

TRUIST BANK, as a Lender

By: /s/ Alexandra Korchmar

Name: Alexandra Korchmar

Title: Vice President

(signatures continued)

[Signature Page to First Amendment]

KEYBANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Tanille Ingle

Name: Tanille Ingle

Title: Vice President

(signatures continued)

[Signature Page to First Amendment]

BMO BANK N.A., successor in interest to Bank of the West, as a Lender

By: /s/ Adam Shifrin

Name: Adam Shifrin

Title: Director

[Signature Page to First Amendment]

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael J. Alkire, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Premier, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2024

/s/ Michael J. Alkire

Michael J. Alkire

President and Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT
TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Craig S. McKasson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Premier, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2024

/s/ Craig S. McKasson

Craig S. McKasson

Chief Administrative and Financial Officer and Senior Vice President

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Premier, Inc. (“Premier”) on Form 10-Q for the period ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael J. Alkire, President and Chief Executive Officer of Premier, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Premier.

/s/ Michael J. Alkire

Michael J. Alkire

President and Chief Executive Officer

November 5, 2024

A signed original of this written statement required by Section 906 has been provided to Premier, Inc. and will be retained by Premier, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. This written statement shall not be deemed filed by Premier, Inc. for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to liability under that section, and will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Premier, Inc. specifically incorporates it by reference.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Premier, Inc. (“Premier”) on Form 10-Q for the period ended September 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Craig S. McKasson, Chief Administrative and Financial Officer and Senior Vice President of Premier, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge and belief:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Premier.

/s/ Craig S. McKasson

Craig S. McKasson

Chief Administrative and Financial Officer and Senior Vice President

November 5, 2024

A signed original of this written statement required by Section 906 has been provided to Premier, Inc. and will be retained by Premier, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. This written statement shall not be deemed filed by Premier, Inc. for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to liability under that section, and will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that Premier, Inc. specifically incorporates it by reference.