

summarizes the major components of net (loss) income from discontinued operations for the three and six months ended December 31, 2024 and 2023 (in thousands):Three Months Ended December 31,Six Months Ended December 31,2024202320242023Net revenue\$45.874A \$50,485A \$104,600A Cost of revenue47,472A 46,055A 91,510A Gross profit7,402A 4,430A 13,090A Operating expenses:Selling, general, and administrative910A 4,491A 7,671A 9,413A Amortization of purchased intangible assets113A 42A 248A Operating expenses910A 4,604A 7,671A 9,661A Operating (loss) income from discontinued operations(910)2,798A (3,241)3,429A Other (expense) income(51,845)557A (51,899)774A Net (loss) income from discontinued operations before income taxes(52,755)3,355A (55,140)4,203A Income tax (benefit) expense(13,366)937A (14,147)1,144A Net (loss) income from discontinued operations, net of tax, attributable to stockholders(\$39,389)\$2,418A \$40,993\$3,059A (4) INVESTMENTSInvestments in Unconsolidated AffiliatesThe Company's investments in unconsolidated affiliates consisted of the following (in thousands):Equity in Net Income (Loss)Three Months EndedSix Months EndedCarrying ValueDecember 31,December 31,2024June 30,2024 2024202320242023FFF\$136,080A \$136,080A \$46A \$46A \$46A \$46A Prestige52,634A 14,850A 7,133A (157)7,441A (38)Exela35,214A 32,259A 1,757A (631)2,955A (2,050)Qventus16,000 investments30,312A 29,373A 612A 12A 939A (304)Total investments\$270,240A \$228,562A \$9,502A (\$666)11,335A \$2,392A 13The Company's wholly owned subsidiary, PSCI, held a 49% interest in FFF Enterprises, Inc. (the FFF) through its ownership of stock of FFF at December 31, 2024 and June 30, 2024. On March 3, 2023, the Company and the majority shareholder of FFF amended the FFF shareholders' agreement, and since the date of the amendment, the Company has accounted for its investment in FFF at cost less impairments, if any, plus or minus any observable changes in fair value. The Company accounts for its investment in FFF as part of the Supply Chain Services segment. The Company holds ownership interest in Prestige through its wholly owned subsidiary, PSCI, and through the Company's consolidated subsidiary, PRAM. At December 31, 2024, the Company held an approximate 24% interest in Prestige, comprised of the 20% direct ownership interest received as consideration in the S2S Divestiture (see Note 1 - Organization and Basis of Presentation) as well as its indirect ownership interest through PRAM. At December 31, 2024, the Company held an approximate 16% interest in Prestige through PRAM's ownership of Prestige limited partnership units. Prior to the S2S Divestiture, which resulted in dilution to PRAM's ownership interest in Prestige, PRAM held an approximate 20% interest in Prestige. At December 31, 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. The Company's consolidated subsidiary, ExPre Holdings, LLC (the ExPre), held an approximate 6% interest in Exela Holdings, Inc. (the Exela) through ExPre's ownership of Exela Class A common stock at December 31, 2024 and June 30, 2024. At December 31, 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. (the Qventus) through PHSI's ownership of Qventus Series C preferred stock at December 31, 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. (5) FAIR VALUE MEASUREMENTSRecurring Fair Value MeasurementsThe 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 LiabilitiesQuoted Prices in Active Markets for Identical Assets (Level 1)Significant Other Observable Inputs (Level 2)Significant Unobservable Inputs (Level 3)December 31, 2024Deferred compensation plan assets\$58,931A \$58,931A \$46A \$46A A Total assets\$58,931A 58,931A \$46A \$46A A Earn-out liabilities27,000A \$46A \$46A \$46A A Total assets\$61,198A \$61,198A \$46A \$46A A Earn-out liabilities\$27,000A \$46A \$46A \$46A A Total liabilities\$28,549A \$46A \$46A \$46A A Total liabilities\$28,549A \$46A \$46A \$46A 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 (\$12.1 million and \$6.8 million at December 31, 2024 and June 30, 2024, respectively) was included in prepaid expenses and other current assets in the accompanying Condensed Consolidated Balance Sheets. 14 Financial Instruments Measured at Fair Value on a Recurring Basis Using Significant Unobservable Inputs (Level 3) Earn-out liabilitiesEarn-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-outThe 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 December 31, 2024. At June 30, 2024, the Acurity and Nexera earn-out liability utilized a credit spread of 1.0%. At December 31, 2024, the maximum number of transferred member renewals had been achieved. The Company and Greater New York Hospital Association agreed to a total earn-out of \$27.0 million, to be paid in January 2025. The fair value of the Acurity and Nexera earn-out liability at December 31, 2024 and June 30, 2024 was \$27.0 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 December 31,Six Months Ended December 31,2024202320242023Beginning balance\$30,000A \$29,861A \$28,549A \$26,603A Purchases (settlements) (a)A (1,375)A (1,375)A (Gains) losses (b)(3,000)(610)(1,549)2,648A Ending balance\$27,000A \$27,876A \$27,000A \$27,876A (a)Settlements for the three and six months ended December 31, 2023 represent payments on earn-out liabilities. (b)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. (Gains) losses on earn-out liabilities are included in selling, general and administrative expenses on the Consolidated Statements of Income and Comprehensive Income. Non-Recurring Fair Value MeasurementsAs 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 December 31, 2024 and June 30, 2024, the notes payable to former limited partners were recorded net of discounts of \$0.3 million and \$1.2 million, respectively. Financial Instruments for Which Fair Value is Only DisclosedAt December 31, 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 InstrumentsThe 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 BALANCESDeferred RevenueRevenue recognized during the six months ended December 31, 2024 that was included in the opening balance of deferred revenue at July 1, 2024 was \$14.5 million, which is a result of satisfying certain performance obligations. 15 Performance ObligationsA 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 (the 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. A reduction to net revenue of \$4.1A million was recognized during the three months ended December 31, 2024 from performance obligations that were satisfied or partially satisfied in prior periods. The reduction was driven by a \$4.3A million decrease 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 partially offset by an increase of \$0.2A million in net administrative fees revenue related to under-forecasted cash receipts received in the current period. Net revenue of \$0.3 million was recognized during the six months ended December 31, 2024 from performance obligations that were satisfied or partially satisfied in prior periods. The net revenue recognized was driven by an increase of \$4.0A 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. A reduction to net revenue of \$0.8 million was recognized during the three months ended December 31, 2023 from performance obligations that were satisfied or partially satisfied in prior periods. The reduction was driven by a \$1.3 million decrease in net administrative fees revenue related to over-forecasted cash receipts received in the current period partially offset by an increase of \$0.5 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 \$3.2 million was recognized during the six months ended December 31, 2023 from performance obligations that were satisfied or partially satisfied in prior periods. The net revenue recognized was driven by an increase of \$3.9 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. This increase was partially offset by a reduction of \$0.7 million in net administrative fees revenue related to over-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 December 31, 2024, the aggregate amount of the transaction price allocated to remaining performance obligations was \$738.3 million. The Company expects to recognize approximately 37% of the remaining performance obligations over the next twelve months, an additional 22% over the following twelve months, and an additional 31% over the following 36 months, with the remainder recognized thereafter. (7) GOODWILL AND INTANGIBLE ASSETSBeginning 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 2025 ImpairmentsAs part of its quarterly procedures, the Company assessed changes in circumstances that occurred during the quarter to determine whether it was more likely than not that the fair values of any of its reporting units were below their carrying amounts. Triggering events during the second quarter of fiscal 2025 related to a reduction in short-term financial projections and higher discount rate led the Company to conclude that when considering the events and factors in totality, it was more likely than not that the fair value of the Informatics and Technology Services (the ITS) reporting unit would be below its carrying value at December 31, 2024. The fair value of the reporting unit was computed using reasonable valuation methodologies, the most significant of which being the discounted cash flow analysis. The discounted cash flow model uses 9.5 years of forecasted cash flows plus a terminal value based on capitalizing the last period's cash flows using a perpetual growth rate. The Company's significant assumptions in the discounted cash flow model include, but are not limited to, Level 3 inputs such as a 16% discount rate utilizing a weighted average cost of capital, revenue growth rates (including perpetual growth rate), EBITDA margin percentages and debt-free net cash flows of the reporting unit's business. These assumptions were developed in consideration of current market conditions and future expectations, which include, but were not limited to, new product offerings, market demand and impacts from competition. As a result, during the three and six months ended December 31, 2024, the Company recorded a pre-tax goodwill impairment charge of \$126.8A million related to the ITS reporting unit recorded in selling, general, and administrative expense in the accompanying Condensed Consolidated Statements of Income and Comprehensive Income. Fiscal Year 2024 ImpairmentDuring the year ended June 30, 2024, the Company recorded pre-tax goodwill and intangible asset impairment charges of \$16.5A million and \$113.5A million, respectively, related to the Contigo Health reporting unit. At June 30, 2024, the Contigo Health reporting unit's goodwill and intangible assets were fully impaired. GoodwillA reconciliation of goodwill by segment is as follows (in thousands):Supply Chain ServicesPerformance ServicesTotalJune 30, 2024\$408,309A \$587,543A \$995,852A ImpairmentA (126,818)(126,818)December 31, 2024\$408,309A \$460,725A \$869,034A At December 31, 2024, the Company had accumulated impairment losses to goodwill at Performance Services of \$197.7 million, which related to the ITS and Contigo Health reporting units. At 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, NetIntangible assets, net consisted of the following (in thousands):December 31, 2024June 30, 2024Useful LifeGrossAccumulated AmortizationNet GrossAccumulated AmortizationNetMember relationships14.7 years\$386,100A \$175,989\$210,111A \$386,100A \$162,910\$223,190A Technology7.1 years\$98,517A (76,355)22,162A 98,517A (73,441)25,076A Customer relationships9.3 years\$41,430A (32,524)8,906A 41,430A (31,612)9,818A Trade names6.8 years\$18,420A (14,599)3,821A 18,420A (13,574)4,846A Non-compete agreements5.2 years\$17,315A (13,131)4,184A 17,315A (12,063)5,252A Other5.1 years\$1,810A (909)901A 1,810A (733)1,077A Total\$563,592A \$313,507\$250,085A \$563,592A \$992A (\$294,333)\$269,259A The net carrying value of intangible assets by segment was as follows (in thousands):December 31, 2024Supply Chain Services\$241,087A \$258,480A Performance Services8,998A 10,779A Total intangible assets, net\$250,085A \$269,259A 17The estimated amortization expense for each of the next five fiscal years and thereafter is as follows (in thousands):2025(a)\$19,015A 202636,945A 202734,294A 202830,681A 202928,687A Thereafter100,463A Total amortization expense\$250,085A (a)As of December 31, 2024, estimated amortization expense is for the period from January 1, 2025 to June 30, 2025. (8) DEBT AND NOTES PAYABLELong-term debt and notes payable consisted of the following (in thousands):December 31, 2024June 30, 2024Credit Facility\$100,000A \$46A \$46A \$46A Notes payable to former limited partners, net of discount\$50,994A 101,523A Other notes payableA 1,008A Total debt and notes payable\$150,994A 102,531A Less: current portion(150,994)(102,531)Total long-term debt and notes payable\$46A \$46A \$46A Credit FacilityPHSI, along with its consolidated subsidiaries, Premier LP and PSCI (the 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. The Company had \$100.0 million in outstanding borrowings under the Credit Facility at December 31, 2024 with \$895.0 million of available borrowing capacity after reductions for outstanding letters of credit. At June 30, 2024 the Company had no outstanding borrowings under the Credit Facility. For the six months ended December 31, 2024, the Company borrowed \$100.0 million and made no repayments under the Credit Facility. At December 31, 2024, the weighted average interest rate on outstanding borrowings under the Credit Facility was 5.938%. At both December 31, 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%. In January 2025, the Company repaid \$65.0 million of outstanding borrowings under the Credit Facility. 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 December 31, 2024 and June 30, 2024. Notes PayableNotes payable to Former Limited PartnersAt December 31, 2024 and June 30, 2024, the Company had \$51.0 million and \$101.5 million of notes payable to former limited partners (the LPs), net of discounts on notes payable of \$0.3 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%. OtherAt December 31, 2024 the Company had no other notes payable. 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.(9) LIABILITY RELATED TO THE SALE OF FUTURE REVENUESSale of Non-Healthcare GPO Member ContractsOn July 25, 2023 (the â€œClosing Dateâ€), the Company sold the equity interest in its wholly-owned subsidiary, Non-Healthcare Holdings, LLC, pursuant to an equity purchase agreement with OMNIA (â€œEquity Purchase Agreementâ€) for a total purchase price of \$723.8Â million, all of which has been received as of DecemberÂ 31, 2024. Pursuant to the terms of the Equity Purchase Agreement, OMNIA acquired Premierâ€™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 â€œChannel Agreementâ€). 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 Premierâ€™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 and six months ended DecemberÂ 31, 2024 and 2023, the Company did not record cumulative adjustments to the carrying amount of the liability. At DecemberÂ 31, 2024, the Company had \$664.1 million of debt related to the sale of non-healthcare GPO member contracts and associated future revenues, of which \$45.7 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 and six months ended DecemberÂ 31, 2024, the Company recorded \$15.6 million and \$31.3 million, respectively, in revenue that was sold to OMNIA in net administrative fees, net of royalty fees retained, and \$4.3 million and \$8.6 million, respectively, 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 \$651,221Â Proceeds from the sale of future revenues \$42,325Â Imputed interest expense associated with the sale of future revenues \$8,620Â Payments against the liability related to the sale of future revenues, net of royalty fees retained \$(38,048) Ending balance as of December 31, 2024 \$664,118Â (10) STOCKHOLDERS' EQUITYAs of DecemberÂ 31, 2024, there were 91,675,524 shares of the Companyâ€™s Class A common stock (â€œCommon Stockâ€), par value \$0.01 per share, outstanding. Share Repurchase AuthorizationIn February 2024, the Company announced its Board of Directors approved a share repurchase authorization for up to \$1.0Â billion of its Common Stock (the â€œShare Repurchase Authorizationâ€) and entered into an accelerated share repurchase agreement (the â€œASR Agreementâ€) with Bank of America, N.A. (â€œBank of Americaâ€) pursuant to the Share Repurchase Authorization to repurchase an aggregate of \$400.0Â million of shares of the Companyâ€™s Common Stock, excluding fees and 19 expenses. Under the terms of the ASR Agreement, the Company made a payment of \$400.0Â million to Bank of America and, in February 2024, received initial deliveries of an aggregate of approximately 15.0 million shares of the Companyâ€™s Common Stock, or \$320.0Â million. On July 11, 2024, as final settlement of the share repurchase transaction under the ASR Agreement, the Company received an additional approximate 4.8Â million shares of the Companyâ€™s Common Stock. In total, the Company repurchased approximately 19.9Â 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 Companyâ€™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 Companyâ€™s Condensed Consolidated Balance Sheet. On August 20, 2024, the Company announced its Board of Directors approved the execution of \$200.0Â million of Common Stock repurchases under the Share Repurchase Authorization. During the quarter ended DecemberÂ 31, 2024, under the Share Repurchase Authorization, the Company repurchased 6.3Â million shares of Common Stock at an average price of \$21.35 per share for a total purchase price of \$134.1 million. As of DecemberÂ 31, 2024, the Company had repurchased an aggregate of approximately 9.2Â million shares of Common Stock at an average price of \$20.98 per share in open market transactions for a total purchase price of \$192.1Â million. On JanuaryÂ 6, 2025, the Company completed the \$200.0Â million of repurchases. The shares delivered were recorded in treasury stock and immediately retired and recorded to retained earnings in the Companyâ€™s Condensed Consolidated Balance Sheets. There can be no assurances regarding the timing or number of shares of Common Stock repurchased under the remaining amount of the Share Repurchase Authorization. The Share Repurchase Authorization may be suspended, delayed, or discontinued at any time at the discretion of the Companyâ€™s Board of Directors. During the six months ended December 31, 2024, the Company paid cash dividends of \$0.21 per share on outstanding shares of the Companyâ€™s Common Stock to stockholders on each of SeptemberÂ 15, 2024 and DecemberÂ 15, 2024. On JanuaryÂ 23, 2025, the Board of Directors declared a quarterly cash dividend of \$0.21 per share, payable on MarchÂ 15, 2025 to stockholders of record on MarchÂ 1, 2025.(11) (LOSS) EARNINGS PER SHAREBasic earnings per share is computed by dividing net (loss) 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.20The following table provides a reconciliation of the numerator and denominator used for basic and diluted (loss) earnings per share (in thousands, except per share amounts):Three Months Ended December 31,Six Months Ended December 31,2024202320242023Numerator for basic and diluted (loss) earnings per share:Net (loss) income from continuing operations attributable to stockholders (a)\$(56,629)\$51,884Â \$15,759Â \$96,004Â Net (loss) income from discontinued operations attributable to stockholders(39,389)2,418Â (40,993)3,059Â Net (loss) income attributable to stockholders\$(96,018)\$54,302Â \$(25,234)\$99,063Â Denominator for (loss) earnings per share:Basic weighted average shares outstanding94,765Â 119,702Â 97,573Â 119,523Â Effect of dilutive securities: (b)Restricted stock unitsâ€Â 355Â 520Â 444Â Performance share awardsâ€Â 128Â Weighted average shares outstanding - diluted94,765Â 120,057Â 98,093Â 120,095Â (Loss) earnings per share attributable to stockholders:Basic (loss) earnings per share from continuing operations\$(0.60)\$0.43Â \$0.16Â \$0.80Â Basic (loss) earnings per share from discontinued operations(0.41)0.02Â (0.42)0.03Â Basic (loss) earnings per share attributable to stockholders\$(1.01)\$0.45Â \$(0.26)\$0.82Â Diluted (loss) earnings per share from continuing operations\$(0.60)\$0.43Â \$0.16Â \$0.80Â Diluted (loss) earnings per share from discontinued operations(0.41)0.02Â (0.42)0.02Â Diluted (loss) earnings per share attributable to stockholders\$(1.01)\$0.45Â \$(0.26)\$0.82Â (a)Net (loss) income from continuing operations attributable to stockholders was calculated as follows (in thousands):Three Months Ended December 31,Six Months Ended December 31,2024202320242023Net (loss) income from continuing operations\$(45,837)\$50,448Â \$27,103Â \$92,217Â Net (income) loss from continuing operations attributable to non-controlling interest(10,792)1,436Â (11,344)3,787Â Net (loss) income from continuing operations attributable to stockholders\$(56,629)\$51,884Â \$15,759Â \$96,004Â (b)Stock options and restricted stock units excluded from diluted weighted average shares outstanding as their effects were anti-dilutive totaled 1.1 million and 1.4 million for the three and six months ended December 31, 2024, respectively. 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 0.5 million and 0.4 million for the three and six months ended December 31, 2024, respectively. Stock options and restricted stock units excluded from diluted weighted average shares outstanding as their effects were anti-dilutive totaled 1.3 million for both the three and six months ended December 31, 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 0.1 million for both the three and six months ended December 31, 2023.(12) STOCK-BASED COMPENSATIONStock-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 six months ended December 31, 2024 and 2023, which represents the expected effective income tax rate at the time of the compensation expense deduction and differs from the Companyâ€™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 December 31,Six Months Ended December 31,2024202320242023Pre-tax stock-based compensation expense\$2,588Â \$8,378Â \$9,519Â \$15,070Â Less: deferred tax benefit (a)75Â 1,382Â 1,330Â 2,926Â Total stock-based compensation expense, net of tax\$2,513Â \$6,996Â \$8,189Â \$12,144Â (a)For the three months ended December 31, 2024 and 2023, the deferred tax benefit was reduced by \$0.6Â million and \$0.8Â 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. For the six months ended December 31, 2024 and 2023, the deferred tax benefit was reduced by \$1.1Â million and \$0.9Â 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 PlanThe Premier 2013 Equity Incentive Plan, as amended and restated (and including any further amendments thereto, the â€œ2013 Equity Incentive Planâ€), 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 PlanThe Premier 2023 Equity Incentive Plan (the â€œ2023 Equity Incentive Planâ€), which became effective December 1, 2023, provides for grants of up to 6.0Â million shares of the Companyâ€™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 DecemberÂ 31, 2024, there were approximately 3.7Â million shares available for grant under the 2023 Equity Incentive Plan. The following table includes information related to restricted stock units, performance share awards, and stock options granted under either the 2013 Equity Incentive Plan or the 2023 Equity Incentive Plan for the six months ended December 31, 2024:Restricted Stock UnitsPerformance Share AwardsStock OptionsNumber of AwardsWeighted Average Fair Value at Grant DateNumber of OptionsWeighted Average Exercise PriceOutstanding at June 30, 20242,201,729Â \$28.23Â 1,578,203Â \$28.14Â 443,580Â \$33.17Â Granted1,198,083Â 20.90Â 635,640Â 18.56Â â€Â Vested/exercised(802,020)30.90Â â€Â â€Â â€Â â€Â Forfeited(116,711) at DecemberÂ 31, 2024,481,082Â \$24.00Â 2,112,789Â \$18.41Â 291,980Â \$33.67Â Restricted stock unit 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 unit awards issued to employees generally vest in equal annual installments over a three-year period. Performance share awards vest based on performance goals established for a specified performance period. Final achievement against goals is determined after the end of the full performance period depending on whether and to what extent performance goals are met, subject to a cap on above-target performance payouts. All of the Companyâ€™s outstanding performance share awards were issued based on three fiscal year performance periods, and no shares vest until after the end of those periods. However, the outstanding awards vary on whether vesting is based on separate goals for each of the fiscal years within the three fiscal year performance period or aggregate goals for the entire three fiscal year performance period. The Company accounts for achievement and expected payouts on an annual basis, but shares under the awards are not earned and paid out until a final 22determination after the end of the three fiscal year performance period, and entitlement is generally conditioned on continuing employment. All stock options were granted under the 2013 Equity Plan and vested in equal annual installments over a three-year period. As of DecemberÂ 31, 2024, all stock options were fully vested. 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 employeeâ€™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 employeeâ€™s termination with the Company. Unrecognized stock-based compensation expense at DecemberÂ 31, 2024 was as follows (in thousands):Unrecognized Stock-Based Compensation ExpenseWeighted Average Amortization PeriodRestricted stock\$41,837Â 2.1 yearsPerformance share awards22,349Â 2.2 yearsTotal unrecognized stock-based compensation expense\$64,186Â 2.1 yearsAt DecemberÂ 31, 2024, there was no unrecognized stock-based compensation expense for outstanding stock options. There were no options exercised during the six months ended December 31, 2024, and the stock options outstanding and exercisable at DecemberÂ 31, 2024 had zero aggregate intrinsic value. During the six months ended December 31, 2024, the Company modified the performance goals for performance share awards that were held by approximately 300 employees, excluding certain senior executives. Total incremental compensation costs resulting from these modifications is expected to be approximately \$8.2 million. (13) INCOME TAXESIncome tax benefit on continuing operations for the three months ended December 31, 2024 was \$18.0Â million and income tax expense on continuing operations for the three months ended December 31, 2023 was \$18.3Â million. This reflects effective tax rates of 28% and 27% for the three months ended December 31, 2024 and 2023, respectively. The change in the effective tax rate is primarily attributable to changes in stock-based compensation expense and the impairment of goodwill of the ITS reporting unit. Income tax expense on continuing operations for the six months ended December 31, 2024 and 2023 was \$4.7Â million and \$32.1Â million, respectively. This reflects effective tax rates of 15% and 26% for the six months ended December 31, 2024 and 2023, respectively. The change in the effective tax rate is primarily attributable to changes in stock-based compensation expense, state law repricing, statute of limitation release on uncertain tax positions, and the impairment of goodwill of the ITS reporting unit. (14) COMMITMENTS AND CONTINGENCIESOperating LeasesOperating lease expense for the three months ended December 31, 2024 and 2023 was \$1.8Â million and \$2.4Â million, respectively. Operating lease expense for the six months ended December 31, 2024 and 2023 was \$3.8Â million and \$4.9Â million, respectively. As of DecemberÂ 31, 2024, the weighted average remaining lease term was 1.7 years and the weighted average discount rate was 6%.23Future minimum lease payments under noncancelable operating leases with initial lease terms in excess of one year were as follows (in thousands):December 31, 2024June 30, 2025(a)\$6,355Â \$12,938Â 20269,456Â 9,469Â 20271,486Â 1,486Â 2028166Â 166Â 2029170Â 170Â Thereafter323Â 309Â Total future minimum lease payments17,956Â 24,538Â Less: imputed interest871Â 1,110Â Total operating lease liabilities \$(b)\$17,085Â \$23,428Â (a)As of DecemberÂ 31, 2024, future minimum lease payments are for the period from January 1, 2025 to JuneÂ 30, 2025. (b)As of DecemberÂ 31, 2024, the Company had \$12.0Â million of operating lease liabilities within other current liabilities in the accompanying Condensed Consolidated Balance Sheets. During the six months ended December 31, 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 MattersThe 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 Companyâ€™s business, financial condition, and results of operations.(15) SEGMENTSThe 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 Companyâ€™s GPO, supply chain co-management, purchased services activities, and Remitra. The Performance Services segment consists of two sub-brands: PINC AI and Contigo Health. 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.24The following table presents disaggregated revenue by business segment and underlying source (in thousands):Three Months Ended December 31,Six Months Ended December 31,2024202320242023Net revenue:Supply Chain ServicesNet administrative fees\$131,417Â \$150,470Â \$264,042Â \$300,356Â Software licenses, other services, and support17,329Â 15,752Â 36,092Â 29,142Â Total Supply Chain Services (a)148,746Â 166,222Â 300,134Â 329,498Â Performance ServicesSoftware licenses, other services, and supportSaaS-based products subscriptions38,466Â 43,565Â 77,377Â 88,905Â Consulting services13,820Â 21,921Â 33,509Â 45,689Â Software licenses19,411Â 19,969Â 40,358Â 34,707Â Other(b)19,823Â 28,194Â 37,030Â 50,098Â Total Performance Services(a)91,520Â 113,649Â 188,219,399Â Net revenue\$240,266Â \$279,871Â \$488,408Â \$548,897Â (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 the Company's reportable segments is included in Note 13 - Segment Information.

31,2024202320242023Depreciation and amortization expense (a):Supply Chain Services\$16,296Â \$15,190Â \$31,873Â \$30,083Â Performance Services11,794Â 15,419Â 24,017Â 31,306Â Corporate1,449Â 2,057Â 2,937Â 4,158Â Total depreciation and amortization expense\$29,539Â \$32,666Â \$58,827Â \$65,547Â Capital expenditures:Supply Chain Services\$11,581Â \$16,831Â \$18,916Â \$29,068Â Performance Services10,342Â 10,967Â 20,668Â 19,085Â Corporate236Â 293Â 915Â Total capital expenditures\$22,159Â \$27,798Â \$39,877Â \$49,068Â December 31, 2024Total assets (b):Supply Chain Services\$1,468,273Â \$1,629,042Â Performance Services882,714Â 986,993Â Corporate784,510Â 785,408Â Total assets before eliminations1,335,497Â 3,401,443Â Eliminations (c)6,878Â 6Â Total assets\$3,142,375Â \$3,401,449A (a)Includes amortization of purchased intangible assets.(b)At JuneÂ 30, 2024, Supply Chain Services total assets included \$119.7 million in assets of discontinued operations related to S2S Global.(c)Includes eliminations of intersegment transactions which occur during the ordinary course of business.25The Company uses Segment Adjusted EBITDA (a financial measure not determined in accordance with generally accepted accounting principles (âœNon-GAAPâ)) 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 segmentâ™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 âœOur Use of Non-GAAP Financial Measuresâ 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 December 31, Six Months Ended December 31, 2024202320242023(Loss) income before income taxes(\$63,804)\$68,789Â \$31,847Â \$124,289Â Equity in net (income) loss of unconsolidated affiliates (a) (9,502)666Â (11,335)2,392Â Interest expense (income), net3,787Â (1,881)5,543Â (1,859)Other income, net (b)(23,304)(4,679)(83,563)(3,587)Operating (loss) income(92,823)62,895Â (57,508)121,235Â Depreciation and amortization20,002Â 20,267Â 39,653Â 40,595Â Amortization of purchased intangible assets9,537Â 12,399Â 19,174Â 24,952Â Stock-based compensation compensation (c)2,691Â 8,495Â 9,831Â 15,388Â Acquisition and disposition-related expenses(1,970)1,198Â 914Â 7,403Â Strategic initiative and financial restructuring-related expenses1,883Â 1,284Â 1,993Â 3,030Â Operating income from revenues sold to OMNIA(15,571)(14,797)(31,281)(26,463)Deferred compensation plan expense (d)221Â 4,605Â 2,913Â 3,480Â Impairment of assets126,818Â aâ€?A 126,818Â aâ€?A Other reconciling items, net(698)73A 114 107Â Total Non-GAAP Adjusted EBITDA (e)\$50,090Â \$96,419Â \$112,518Â \$189,727Â Non-GAAP Adjusted EBITDA (e):Supply Chain Services(\$873,740Â \$96,532Â \$151,251Â \$197,919Â Performance Services (f)9,123Â 31,205Â 24,072Â 54,135Â Segment Adjusted EBITDA82,863Â 127,737Â 175,323Â 252,054Â Corporate(32,773)(31,318)(62,805)(62,327)Total Non-GAAP Adjusted EBITDA\$50,090Â \$96,419Â \$112,518Â \$189,727Â (a)Refer to Note 4 - Investments for more information.(b)Other income, net includes dividend income of \$17.6 million received from unconsolidated subsidiaries for the three months ended December 31, 2024 and dividend income of \$18.0 million received from unconsolidated subsidiaries and a non-operating gain on the settlement of a shareholder derivative complaint of \$57.0 million for the six months ended December 31, 2024.(c)Includes non-cash employee stock-based compensation expense and stock purchase plan expense of \$0.1 million for both the three months ended December 31, 2024 and 2023 and \$0.3 million for both the six months ended December 31, 2024 and 2023.26(d)Represents changes in deferred compensation plan obligations resulting from realized and unrealized gains and losses and dividend income on deferred compensation plan assets. (e)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.(f)Includes intersegment revenue which is eliminated in consolidation.27Item 2. Managementâ™s Discussion and Analysis of Financial Condition and Results of OperationsThe 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 âœRisk Factorsâ and âœCautionary Note Regarding Forward-Looking Statementsâ herein and in our Annual Report on Form 10-K for the fiscal year ended JuneÂ 30, 2024 (the âœ2024 Annual Reportâ), filed with the Securities and Exchange Commission (âœSECâ).Business OverviewOur BusinessPremier, Inc. (âœPremier,âœ the âœCompany,âœ or âœourâ) 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 (âœSaaSâ) 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, 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 (loss) income from continuing operations, and Adjusted EBITDA (a financial measure not determined in accordance with generally accepted accounting principles (âœNon-GAAPâ)) for the periods presented as follows (in thousands):Three Months Ended December 31, Six Months Ended December 31, 2024202320242023Net revenue\$240,266Â \$279,871Â \$488,408Â \$548,897Â Net (loss) income from continuing operations(45,837)50,448Â (13,890)95,276Â Non-GAAP Adjusted EBITDA50,090Â \$96,419Â 112,518Â \$189,727Â See âœOur Use of Non-GAAP Financial Measuresâ and âœResults of Operationsâ 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 ReviewIn 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 (âœContigo Healthâ), our subsidiary focused on providing comprehensive services that optimize employee health benefits, and SVS LLC d/b/a S2S Global (âœS2S Globalâ), our direct sourcing subsidiary. On September 30, 2024, our wholly owned subsidiary, Premier Supply Chain Improvement, Inc. (âœPSCIâ), entered into a Contribution and Exchange Agreement with Prestige Ameritech, Ltd. (âœPrestigeâ) 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 (the âœS2S Divestitureâ). This minority interest ownership is in addition to our existing indirect investment in Prestige, 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. On January 16, 2025, Contigo Health sold certain assets and liabilities associated with its wrap network business for a purchase price of \$15.0 million, subject to working capital and other customary adjustments, to Direct Pay AG. We continue to own and operate Contigo's remaining businesses, including its center of excellence and third party administrative services.28In February 2024, our Board of Directors authorized the repurchase of up to \$1.0 billion of our outstanding Class A common stock (âœCommon Stockâ) (âœShare Repurchase Authorizationâ). Additionally, in February 2024, under the Share Repurchase Authorization, we entered into an accelerated share repurchase agreement (the âœASR Agreementâ) with Bank of America, N.A. (âœBank of Americaâ) to repurchase an aggregate of \$400.0 million of shares of our Common Stock, which 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, which was completed on January 6, 2025. Refer to âœShare Repurchase Authorizationâ within âœContractual Obligationsâ section of Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations for more information. Our Business SegmentsOur 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 December 31, 2024 and 2023 was as follows (in thousands):Three Months Ended December 31, 31% of Net RevenueNet revenue:20242023Change20242023Supply Chain Services\$148,746Â \$166,222Â (\$17,476)(11)%62Â %59Â %Performance Services91,520Â 113,649Â (22,129)(19)%38Â %41Â %Segment net revenue\$240,266Â \$279,871Â \$39,605(14)%100Â %Segment net revenue for the six months ended December 31, 2024 and 2023 was as follows (in thousands):Six Months Ended December 31, 31% of Net RevenueNet revenue:20242023Change20242023Supply Chain Services\$300,134Â \$329,498Â (\$29,364)(9)%61Â %60Â %Performance Services188,274Â 219,399Â (31,125)(14)%39Â %40Â %Segment net revenue\$488,408Â \$548,897Â (\$60,489)(11)%100Â %Our Supply Chain Services segment includes one of the largest national healthcare group purchasing organization (âœGPOâ) programs in the United States, serving acute and continuum of care sites and providing supply chain co-management, purchased services activities, and financial support services under RemitraÂ. Beginning in fiscal year 2025, Remitra 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 AIM, our technology and services platform with offerings that help optimize performance in three main areas âœ clinical intelligence, margin improvement, and value-based care âœ 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 HealthÂ, our direct-to-employer business which provides third-party administrator services and management of health benefit programs through Contigo Healthâ™s centers of excellence program. Sales and DivestituresSale of Non-Healthcare GPO Member ContractsOn July 25, 2023, we sold substantially all of our non-healthcare GPO member contracts pursuant to an equity purchase agreement with OMNIA Partners, LLC (âœOMNIAâ) 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 OperationsOn October 1, 2024, pursuant to the S2S Divestiture, PRAM Holdings, LLC (âœPRAMâ) recognized a gain on its equity value directly tied to the S2S Divestiture of \$12.8 million in continuing operations. With the \$51.7 million loss in discontinued 29operations, the net impact associated with the divestiture was \$38.9 million. See Note 1 - Organization and Basis of Presentation to the accompanying condensed consolidated financial statements for further information. 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 OutlookWe 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 âœCautionary Note Regarding Forward-Looking Statementsâ and âœRisk Factorsâ 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 to 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 InflationWhile 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. 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. 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 âœRisk Factorsâ 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 TensionsGeopolitical 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 suppliersâ™ ability to deliver products, cybersecurity risks, and our liquidity and access to capital. See Item 1A âœRisk Factorsâ in our 2024 Annual Report. Critical Accounting Policies and EstimatesRefer 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.30GoodwillWe 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. In conducting the qualitative assessment, we assess the totality of relevant events and circumstances that affect the fair value or carrying value of the reporting unit. Such events and circumstances may include macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, entity-specific events and events affecting a reporting unit. If our qualitative assessment for a reporting unit identifies indicators of impairment, we then test goodwill for impairment by performing a quantitative assessment, which includes comparing the estimated fair value of a reporting unit to its carrying value. If the estimated fair value of a reporting unit would exceed the carrying value of the net assets assigned to a reporting unit, goodwill is not considered impaired. If the carrying value of the net assets assigned to a reporting unit exceeds the estimated fair value of the reporting unit, we consider whether the associated current or long-term assets other than goodwill are impaired. If these assets are not impaired, goodwill is deemed impaired and a goodwill impairment charge is recognized for the amount by which the

reporting unit's carrying amount exceeds its estimated fair value. Based on the qualitative analysis performed, we determined impairment indicators were present and the carrying value of our Informatics and Technology Services (ITS) reporting unit more likely than not would exceed its fair value at December 31, 2024. We performed a quantitative assessment on our ITS reporting unit which resulted in \$126.8 million in goodwill impairment losses. Refer to Note 7 - Goodwill and Intangible Assets to the accompanying condensed consolidated financial statements for further information on the impairment losses recognized in fiscal 2025. New Accounting Standards There were no new accounting standards adopted by the Company during the six months ended December 31, 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. 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 revenue share paid to members, and software licenses, other services, and support revenue which consist of supply chain co-management, 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 to address additional member agreements for renewal representing a cumulative total of greater than 75% of the gross administrative fees associated with the member agreements extended in 2020. We expect to address the majority of the remaining associated member agreements in fiscal year 2026. 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 and fees from the centers of excellence program 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. 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 (expense), 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, dividend income, and other non-operating gains or losses. Interest income is primarily related to interest earned on investments in demand deposit accounts or 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. Other non-operating gains and losses is largely comprised of the \$57.0 million in cash received in July 2024 as the result of the settlement of a shareholder derivative complaint. 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 December 31, 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 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 December 31, 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 previously issued to certain customers of Contigo Health. 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 - (Loss) 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 33% 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 Note 13 - 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 excluding goodwill impairments, adjusted for unusual or infrequent items, as we are a consolidated group for tax purposes with all of our subsidiaries. The tax rate used to compute the Adjusted Net Income was 24% for the three and six months ended December 31, 2024 and 27% for the three and six months ended December 31, 2023. Stock-based compensation In addition to non-cash employee stock-based compensation expense, this item includes non-cash stock purchase plan expense of \$0.1 million for both the three months ended December 31, 2024 and 2023 and \$0.3 million for both the six months ended December 31, 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 OMNIAOperating 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.Impairment of assetsImpairment of assets relates to impairment of long-lived assets.Other reconciling itemsOther reconciling items include, but are not limited to, dividend income, 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.35Results of OperationsResults 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 December 31,Six Months Ended December 31,2024202320242023Amount% of Net RevenueAmount% of Net RevenueAmount% of Net RevenueAmount% of Net RevenueNet revenue:Net administrative fees131,417Å \$150,470Å \$19,053Å(13)%\$264,042Å \$300,356Å \$36,314Å(12)%Software licenses, other services, and support108,849Å 45%129,401Å 46%224,366Å 46%248,541Å 45%Net revenue240,266Å 100%\$27,871Å 100%\$488,408Å 100%\$48,897Å 100%Cost of revenue:Services and software licenses69,058Å 29%65,990Å 24%136,782Å 28%130,122Å 23%Cost of revenue69,058Å 29%65,990Å 24%136,782Å 28%130,122Å 24%Gross profit171,208Å 71%123,881Å 76%351,626Å 72%418,775Å 76%Operating expenses264,031Å 110%150,986Å 54%409,134Å 84%297,540Å 54%Operating (loss) income(92,823)Å(39)%\$62,895Å 22%(57,508)Å(12)%121,235Å 22%Other income, net29,019Å 12.5%894Å 28%89,355Å 18%3054Å 1%Loss) income before income taxes(63,804)Å(27)%\$68,789Å 25%31,847Å 7%124,289Å 23%Income tax (benefit) expense(17,967)Å(7)%18,341Å 7%64,744Å 19%32,072Å 6%Net (loss) income from continuing operations(45,837)Å(19)%\$50,448Å 18%27,103Å 6%92,174Å 17%Net (loss) income from discontinued operations, net of tax(39,389)Å(16)%2,418Å 1%40,993Å 8%3,059Å 1%Net (loss) income(85,226)Å(35)%\$52,866Å 19%(13,890)Å(3)%95,276Å 17%Net (income) loss attributable to non-controlling interest(10,792)Å(4)%1,436Å 1%11,344Å 2%(3)%3,787Å 1%Net (loss) income attributable to stockholders(96,018)Å(40)%\$54,302Å 19%(\$25,234)Å(5)%\$99,063Å 18%Loss) earnings per share attributable to stockholders:Basic (loss) earnings per share from continuing operations(\$0.60)\$0.43Å \$0.16Å \$0.80Å Basic (loss) earnings per share from discontinued operations(0.41)Å(0.02Å(0.42)Å(0.03Å Basic (loss) earnings per share attributable to stockholders(1.01)Å(0.45Å \$0.26Å \$0.83Å Diluted (loss) earnings per share from continuing operations(\$0.60)\$0.43Å \$0.16Å \$0.80Å Diluted (loss) earnings per share from discontinued operations(0.41)Å(0.02Å(0.42)Å(0.02Å Diluted (loss) earnings per share attributable to stockholders(1.01)Å(0.45Å \$0.26Å \$0.82Å 36For the following Non-GAAP financial measures and reconciliations of our performance derived in accordance with GAAP to the Non-GAAP financial measures, refer to [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 [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 December 31,Six Months Ended December 31,2024202320242023Certain Non-GAAP Financial Data:Amount% of Net RevenueAmount% of Net RevenueAmount% of Net RevenueAmount% of Net RevenueAdjusted EBITDA\$50,090Å 21%\$96,419Å 34%\$112,518Å 23%\$189,727Å 35%Non-GAAP Adjusted Net Income23,837Å 10%60,726Å 22%59,040Å 12%116,891Å 21%Non-GAAP Adjusted Earnings Per Share0.25Å nm0.51Å nm0.60Å nm0.97Å nm = Not meaningfulThe following tables provide the reconciliation of net (loss) income from continuing operations to Adjusted EBITDA and the reconciliation of income before income taxes to Segment Adjusted EBITDA (in thousands):Three Months Ended December 31,Six Months Ended December 31,2024202320242023Net (loss) income from continuing operations(\$45,837)Å\$50,448Å \$27,103Å \$92,217Å Interest expense (income), net3,787Å (1,881)Å 5,543Å (1,859)Å Income tax (benefit) expense(17,967)Å(18,341Å 4,744Å 32,072Å Depreciation and amortization20,002Å 20,267Å 39,653Å 40,595Å Amortization of purchased intangible assets9,537Å 12,399Å 19,174Å 24,952Å EBITDA(30,478)Å 99,574Å 96,217Å 187,977Å Stock-based compensation2,691Å 8,495Å 9,831Å 15,388Å Acquisition- and disposition-related expenses(1,970)Å 198Å 914Å 7,403Å Strategic initiative and financial restructuring-related expenses1,883Å 1,284Å 1,993Å 3,030Å Operating income from revenues sold to OMNIA(15,571)Å(14,797)Å(31,281)Å(26,463)Å Equity in net (income) loss of unconsolidated affiliates(9,502)Å 666Å (11,335)Å 2,392Å Other non-operating gains(5,430)Å(62,674)Å Impairment of assets126,818Å Å(126,818Å Å) Other reconciling items, net (a)(18,351)Å(1)(17,965)Å(1) Total Adjusted EBITDA\$50,090Å \$96,419Å \$112,518Å \$189,727Å (Loss) income before income taxes(\$63,804)Å\$68,789Å \$31,847Å \$124,289Å Equity in net (income) loss of unconsolidated affiliates(9,502)Å 666Å (11,335)Å 2,392Å Interest expense (income), net3,787Å (1,881)Å 5,543Å (1,859)Å Other income, net(23,304)Å(4,679)Å(83,563)Å(3,587)Å Operating (loss) income(92,823)Å 62,895Å (57,508)Å 121,235Å Depreciation and amortization20,002Å 20,267Å 39,653Å 40,595Å Amortization of purchased intangible assets9,537Å 12,399Å 19,174Å 24,952Å Stock-based compensation2,691Å 8,495Å 9,831Å 15,388Å Acquisition- and disposition-related expenses(1,970)Å 198Å 914Å 7,403Å Strategic initiative and financial restructuring-related expenses1,883Å 1,284Å 1,993Å 3,030Å Operating income from revenues sold to OMNIA(15,571)Å(14,797)Å(31,281)Å(26,463)Å Deferred compensation plan expense221Å 4,605Å 2,913Å 3,480Å Impairment of assets126,818Å Å(126,818Å Å) Other reconciling items, net (b)(689)Å 73Å 11Å 10Å Total Net Adjusted EBITDA\$50,090Å \$96,419Å \$112,518Å \$189,727Å 37Three Months Ended December 31,Six Months Ended December 31,2024202320242023Adjusted EBITDA:Supply Chain Services\$73,740Å \$96,532Å \$151,251Å \$197,919Å Performance Services9,123Å 31,205Å 24,072Å 54,135Å Segment Adjusted EBITDA\$82,863Å 127,737Å 175,323Å 252,054Å Corporate(32,773)Å(31,318)Å(62,805)Å(62,327)Å Total Adjusted EBITDA\$50,090Å \$96,419Å \$112,518Å \$189,727Å (a)Other reconciling items, net is primarily attributable to dividend income and 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 (loss) income attributable to stockholders to Non-GAAP Adjusted Earnings Per Share for the periods presented (in thousands):Three Months Ended December 31,Six Months Ended December 31,2024202320242023Net (loss) income attributable to stockholders(\$96,018)Å\$54,302Å \$25,234Å\$99,063Å Net loss (income) from discontinued operations, net of tax39,389Å (2,418)Å 40,993Å (3,059)Å Income tax (benefit) expense(17,967)Å(18,341Å 4,744Å 32,072Å Amortization of purchased intangible assets9,537Å 12,399Å 19,174Å 24,952Å Stock-based compensation2,691Å 8,495Å 9,831Å 15,388Å Acquisition- and disposition-related expenses(1,970)Å 198Å 914Å 7,403Å Strategic initiative and financial restructuring-related expenses1,883Å 1,284Å 1,993Å 3,030Å Operating income from revenues sold to OMNIA(15,571)Å(14,797)Å(31,281)Å(26,463)Å Equity in net (income) loss of unconsolidated affiliates(9,502)Å 666Å (11,335)Å 2,392Å Other non-operating gains(5,430)Å(62,674)Å Impairment of assets126,818Å Å(126,818Å Å) Other reconciling items, net (a)(2,495)Å 3,717Å 3,741Å 5,347Å Non-GAAP adjusted income before income taxes31,365Å 83,187Å 77,684Å 160,274Å Income tax expense on adjusted income before income taxes(8)Å 528Å 22,461Å 18,644Å 43,234Å Non-GAAP Adjusted Net Income\$23,837Å \$60,726Å \$59,040Å \$116,891Å Reconciliation of denominator for earnings per share attributable to stockholders to Non-GAAP Adjusted Earnings Per ShareWeighted average:Basic weighted average shares outstanding94,765Å 119,702Å 97,573Å 119,523Å Dilutive securities429Å 355Å 520Å 572Å Weighted average shares outstanding - diluted95,194Å 120,057Å 98,093Å 120,095Å (a)Other reconciling items, net is primarily attributable to dividend income, 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 24% of Non-GAAP adjusted net income before income taxes for the three and six months ended December 31, 2024 and 27% of Non-GAAP adjusted net income before income taxes for the three and six months ended December 31, 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 December 31,Six Months Ended December 31,2024202320242023Basic (loss) earnings per share attributable to stockholders(\$1,01)Å\$0.45Å \$0.26Å \$0.83Å Net loss (income) from discontinued operations, net of tax0.42Å (0.02)Å 0.42Å (0.03)Å Income tax (benefit) expense(0.19)Å 0.05Å 0.27Å Amortization of purchased intangible assets0.10Å 0.10Å 0.20Å 0.21Å Stock-based compensation0.03Å 0.07Å 0.10Å 0.13Å Acquisition- and disposition-related expenses(0.02)Å 0.01Å 0.01Å 0.06Å Strategic initiative and financial restructuring-related expenses0.02Å 0.01Å 0.02Å 0.03Å Operating income from revenues sold to OMNIA(0.16)Å(0.12)Å(0.32)Å(0.22)Å Equity in net (income) loss of unconsolidated affiliates(0.10)Å 0.01Å 0.12)Å 0.02Å Other non-operating gains(0.06)Å(0.64)Å Impairment of assets1.34Å Å(1.30Å Å(0.36)Å Non-GAAP Adjusted Earnings Per Share\$0.25Å \$0.51Å \$0.60Å \$0.97Å (a)Other reconciling items, net is primarily attributable to dividend income, 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 24% of Non-GAAP adjusted net income before income taxes for the three and six months ended December 31, 2024 and 27% of Non-GAAP adjusted net income before income taxes for the three and six months ended December 31, 2023.Consolidated Results - Comparison of the Three and Six Months Ended December 31, 2024 to 2023The variances in the material factors contributing to the changes in the consolidated results are discussed in [Segment Results](#) below.Net RevenueNet revenue decreased by \$39.6 million, or 14%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, due to a decrease of \$22.1 million, or 19%, in Performance Services and a decrease of \$17.5 million, or 11%, in Supply Chain Services.Net revenue decreased by \$60.5 million, or 11%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023, due to a decrease of \$31.1 million, or 14%, in Performance Services and a decrease of \$29.4 million, or 9%, in Supply Chain Services.Cost of RevenueCost of revenue increased by \$3.1 million, or 5%, and \$6.7 million, or 5%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 and the six months ended December 31, 2024 compared to the six months ended December 31, 2023, respectively.These increases are primarily due to increases of \$5.0 million and \$8.5 million, respectively, in Supply Chain Services, partially offset by decreases of \$1.9 million and \$1.8 million, respectively, in Performance Services.Operating ExpensesOperating expenses increased by \$113.0 million, or 75%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 primarily driven by an increase of \$116.1 million in SG&A expenses partially offset by a decrease of \$2.9 million in amortization of purchased intangible assets.Operating expenses increased by \$111.6 million, or 38%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023 primarily driven by an increase of \$117.9 million in SG&A expenses partially offset by a decrease of \$5.8 million in amortization of purchased intangible assets.39Other Income (Expense), NetOther income (expense), net increased by \$23.1 million during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, due to a \$17.6 million increase in dividend income as well as a \$10.8 million increase in income from equity in net income of unconsolidated affiliates, partially offset by a decrease in interest income.Other income (expense), net increased by \$86.3 million during the six months ended December 31, 2024 compared to the six months ended December 31, 2023 primarily due to a non-operating gain of \$57.0 million from the settlement of a shareholder derivative complaint, an increase of \$18.0 million in dividend income, and an increase in income of \$13.7 million in equity in net income of unconsolidated affiliates.These increases were partially offset by a decrease of interest income, net,Income Tax ExpenseFor the three months ended December 31, 2024, we recorded a tax benefit of \$18.0 million compared to tax expense of \$18.3 million during the three months ended December 31, 2023.The tax benefit/expense recorded during the three months ended December 31, 2024 and 2023 resulted in effective tax rates of 28% and 27%, respectively.The change in the effective tax rate is primarily due to stock-based compensation expense and the goodwill impairment related to the ITS reporting unit.Excluding these factors, the effective tax rate would have been 24% for the three months ended December 31, 2024 For the six months ended December 31, 2024, we recorded tax expense of \$4.7 million compared to \$32.1 million during the six months ended December 31, 2023.The tax expense recorded during the six months ended December 31, 2024 and 2023 resulted in effective tax rates of 15% and 26%, respectively.The change in the effective tax rate is primarily due to changes in stock-based compensation expense, state law repricing, statute of limitation release on uncertain tax positions, and the goodwill impairment related to the ITS reporting unit.Excluding these factors, the effective tax rate would have been 24% for the six months ended December 31, 2024.Net Loss/Income from Discontinued Operations, Net of TaxNet loss/income from discontinued operations, net of tax was a net loss of \$39.4 million during the three months ended December 31, 2024 compared to net income of \$2.4 million during the three months ended December 31, 2023 and a net loss of \$41.0 million during the six months ended December 31, 2024 compared to net income of \$3.1 million during the six months ended December 31, 2023.These decreases were due to the \$51.7 million loss on the S2S Divestiture as well as lower gross margin in the current year primarily due to higher product freight costs and current year disposition-related expenses primarily related to legal fees. 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 InterestNet income attributable to non-controlling interest of \$10.8 million during the three months ended December 31, 2024 changed by \$12.2 million from net loss attributable to non-controlling interest of \$1.4 million during the three months ended December 31, 2023. Net income attributable to non-controlling interest of \$11.3 million during the six months ended December 31, 2024 changed by \$15.1 million from net loss attributable to non-controlling interest of \$3.8 million during the six months ended December 31, 2023.The changes were largely driven by the S2S Divestiture impact on the net income in the current year period of our consolidated subsidiaries with non-controlling interests. See Note 4 - Investments to the accompanying condensed consolidated financial statements for further information.Adjusted EBITDAAdjusted EBITDA decreased by \$46.3 million during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, driven by decreases of \$22.8 million and \$22.1 million in Supply Chain Services and Performance Services.Adjusted EBITDA, respectively, as well as an increase of \$1.5 million in corporate expenses.Adjusted EBITDA decreased by \$77.2 million during the six months ended December 31, 2024 compared to the six months ended December 31, 2023, driven by decreases of \$46.7 million and \$30.1 million in Supply Chain Services and Performance Services.Adjusted EBITDA, respectively, as well as an increase of \$0.5 million in corporate expenses.40Segment ResultsSupply Chain ServicesThe following table presents our results of operations and Segment Adjusted EBITDA in the Supply Chain Services segment for the periods presented (in thousands):Three Months Ended December 31,Six Months Ended December 31,20242023ChangeNet revenue:Net administrative fees131,417Å \$150,470Å \$19,053Å(13)%\$264,042Å \$300,356Å \$36,314Å(12)%Software licenses, other services, and support17,329Å 15,752Å 10%36,092Å 29,142Å 6,950Å 24%Net revenue148,746Å 166,222Å (17,476)Å(11)%\$300,134Å 329,498Å (29,364)Å(9)%Cost of revenue:Services and software licenses17,132Å 12,176Å 4,956Å 41%33,064Å 24,584Å 8,480Å 34%Gross profit131,614Å 154,046Å (22,432)Å(15)%\$267,070Å 304,914Å (37,844)Å(12)%Operating expenses:Selling, general, and administrative46,968Å 54,074Å (7,106)Å(13)%\$97,781Å 99,467Å (1,686)Å(2)%Research and development253Å 257Å (4)Å(2)%\$409Å 437Å (28)Å(6)%Amortization of purchased intangible assets8,696Å 8,793Å (97)Å(1)%\$17,393Å 17,637Å (244)Å(1)%Operating expenses55,917Å 63,124Å (7,207)Å(11)%\$15,583Å 117,541Å (1,958)Å(2)%Operating (loss) income75,697Å 90,922Å (15,225)Å(17)%\$151,487Å 187,373Å (35,886)Å(19)%Depreciation and amortization7,600Å 6,396Å 14,480Å 12,446Å Amortization of purchased intangible assets8,696Å 8,793Å 17,393Å 17,637Å Acquisition- and disposition-related expenses(2,680)Å 144Å (821)Å 6,819Å Operating income from revenues sold to OMNIA(15,571)Å(14,797)Å(31,281)Å(26,463)Å Other reconciling items, net(2)Å 73Å (7)Å(107)Å Segment Adjusted EBITDA\$73,740Å \$96,532Å \$22,792Å(24)%\$151,251Å \$197,919Å \$46,668Å(24)%Comparison of the Three and Six Months Ended December 31, 2024 to 2023Net RevenueSupply Chain Services segment net revenue decreased by \$17.5 million, or 11%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 due to a decrease of \$19.1 million in net administrative fees revenue, partially offset by an increase of \$1.6 million in software licenses, other services and support revenue.Supply Chain Services segment net revenue decreased by \$29.4 million, or 9%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023 due to a decrease of \$36.3 million in net administrative fees revenue, partially offset by an increase of \$7.0 million in software licenses, other services and support revenue.Net Administrative FeesNet administrative fees decreased by \$19.1 million, or 13%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, and \$36.3 million, or 12%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023.These decreases were largely 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 RevenueSoftware licenses, other services, and support revenue increased by \$1.6 million, or 10%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, and \$7.0 million, or 24%, during the six months ended December 31, 2024

compared to the six months ended December 31, 2023. The increase in software licenses, other services, and support revenue is driven by an increase in supply chain co-management fees as a result of new agreements. Cost of Revenue Supply Chain Services segment cost of revenue increased by \$5.0 million, or 41%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 and \$8.5 million, or 34%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The increases were 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 decreased by \$7.2 million, or 11%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 due to a decrease in SG&A expenses in the current year period primarily due to a decrease in acquisition- and disposition-related expenses as a result of the change in the fair value of the Acurity and Nexera earn-out liability (see Note 5 - Fair Value Measurements to the accompanying condensed consolidated financial statements). Supply Chain Services segment operating expenses decreased by \$2.0 million, or 2%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023 attributable to a decrease in SG&A expenses primarily due to a decrease in acquisition- and disposition-related expenses as a result of the change in the fair value of the Acurity and Nexera earn-out liability (see Note 5 - Fair Value Measurements to the accompanying condensed consolidated financial statements) partially offset by an increase in bad debt expense as well as certain employee-related expenses. Segment Adjusted EBITDA Supply Chain Services Segment Adjusted EBITDA decreased by \$22.8 million, or 24%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023. The decrease was primarily due to the aforementioned decrease in net revenue and increase in cost of revenue. Supply Chain Services Segment Adjusted EBITDA decreased by \$46.7 million, or 24%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The decrease was primarily due to the aforementioned decrease in net revenue and increases in cost of revenue. 42 Performance Services The following table presents our results of operations and Segment Adjusted EBITDA in the Performance Services segment for the periods presented (in thousands): Three Months Ended December 31, Six Months Ended December 31, 2024/2023 Change 2024/2023 Change Net revenue: Software licenses, other services, and support SaaS-based products subscriptions \$38,466A \$43,565A (\$5,099)(12)% 77,377A 88,905A (\$11,528)(13)% Consulting services 13,820A 21,921A (8,101)(37)% 33,509A 45,689A (12,180)(27)% Software licenses 19,411A 19,969A (558)(3)% 40,358A 34,707A 5,651A 16% Other 19,823A 28,194A (8,371) (30)% 37,030A 50,098A (13,068)(26)% Net revenue 91,520A 113,649A (22,129)(19)% 188,274A 219,399A (31,125)(14)% Cost of revenue: Services and software licenses 51,926A 53,814A (1,888) (4)% 103,718A 105,538A (1,820)(2)% Cost of revenue 51,926A 53,814A (1,888)(4)% 103,718A 105,538A (1,820)(2)% Gross profit 39,594A 59,835A (20,241)(34)% 84,556A 113,861A (29,305) (26)% Operating expenses: Selling, general, and administrative 168,493A 35,826A 132,667A 370% 210,384A 82,947A 127,437A 154% Research and development 473A 671A (198) (30)% 903A 1,354A (451)(33)% Amortization of purchased intangible assets 841A 3,606A (2,765)(77)% 1,781A 7,315A (5,534)(76)% Operating expenses 169,807A 40,103A 129,704A 323% 213A 068A 91,616A 121,452A 133% Operating (loss) income (130,213A) 19,732A (149,945)(760)(128,512) 22,245A (150,757)(678)% Depreciation and amortization 10,953A 11,814A 22,236A 23,991A Amortization of purchased intangible assets 841A 3,605A 1,781A 7,315A Acquisition- and disposition-related expenses 710A (3,946)A 1,753A 584A Impairment of assets 126,818A aA 126,818A aA Other reconciling items, net 14A aA Segment Adjusted EBITDA \$9,123A \$31,205A (\$22,082) (71)% 24,072A \$54,135A (\$30,063)(56)% Comparison of the Three and Six Months Ended December 31, 2024 to 2023 Net Revenue Net revenue in our Performance Services segment decreased by \$22.1 million, or 19%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023. The decrease was attributable to decreases of \$8.4 million in other revenue primarily related to fewer data contracts in the current year period and lower Contigo Health revenue, \$8.1 million in consulting services primarily due to lower demand, and \$5.1 million in SaaS-based products subscriptions revenue primarily due to contract expirations. Net revenue in our Performance Services segment decreased by \$31.1 million, or 14%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The decrease was attributable to decreases of \$13.1 million in other revenue primarily related to fewer data contracts in the current year period and lower Contigo Health revenue, \$12.2 million in consulting services primarily due to lower demand, and \$11.5 million in SaaS-based products subscriptions revenue primarily due to contract expirations and conversion of SaaS-based products to licensed-based products in recent periods. These decreases were partially offset by an increase of \$5.7 million in enterprise analytics license revenue. Cost of Revenue Performance Services segment cost of revenue decreased by \$1.9 million, or 4%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, and \$1.8 million, or 2%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023. These decreases were primarily due to lower employee-related costs. 43 Operating Expenses Performance Services segment operating expenses increased by \$129.7 million, or 323%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 driven by an increase of \$132.7 million in SG&A expenses primarily due to a goodwill impairment of \$126.8 million related to the ITS reporting unit (see Note 7 - Goodwill and Intangible Assets to the accompanying condensed consolidated financial statements for further information) as well as a prior year decrease in acquisition- and disposition-related expenses related to an earn-out payment, partially offset by a \$2.8 million decrease in amortization of purchased intangible assets due to the prior year impairment of Contigo Health intangible assets. Performance Services segment operating expenses increased by \$121.5 million, or 133%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The increase was primarily due to a goodwill impairment of \$126.8 million related to the ITS reporting unit (see Note 7 - Goodwill and Intangible Assets to the accompanying condensed consolidated financial statements for further information), partially offset by a \$5.5 million decrease in amortization of purchased intangible assets due to the prior year impairment of Contigo Health intangible assets. Segment Adjusted EBITDA Performance Services Segment Adjusted EBITDA decreased by \$22.1 million, or 71%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023, and \$30.1 million, or 56%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023, as a result of the aforementioned decrease in net revenue. Corporate The following table presents corporate expenses and Adjusted EBITDA for the periods presented (in thousands): Three Months Ended December 31, Six Months Ended December 31, 2024/2023 Change Operating expenses: Selling, general and administrative \$38,307A 47,759A (\$9,452)(20)% \$80,483A \$88,383A (\$7,900)(9)% Operating expenses 38,307A 47,759A (9,452)(20)% 80,483A 88,383A (7,900)(9)% Operating loss (38,307)(47,759) 9,452A (20)(80,483)(88,383) 7,900A (9)% Depreciation and amortization 1,449A 2,057A 2,937A 4,158A Stock-based compensation 2,691A 8,499A 9,831A 15,388A Strategic initiative and financial restructuring-related expenses 1,883A 1,284A 1,993A 3,030A Deferred compensation plan expense 221A 4,605A 2,913A 3,480A Other reconciling items, net (710)A 4A aA Adjusted EBITDA (\$32,773)(\$31,318)(\$1,455)(5)% (\$62,805)(\$62,327)(\$478)(1)% Comparison of the Three and Six Months Ended December 31, 2024 to 2023 Operating Expenses Corporate operating expenses decreased by \$9.5 million, or 20%, during the three months ended December 31, 2024 compared to the three months ended December 31, 2023 driven by a decrease in stock-based compensation expense as well as a decrease in deferred compensation plan expense as a result of market changes, partially offset by an increase in travel and conference related costs. Corporate operating expenses decreased by \$7.9 million, or 9%, during the six months ended December 31, 2024 compared to the six months ended December 31, 2023 as a result of a decrease in stock-based compensation expense in the current year period and a reduction in legal expenses related to strategic initiative and financial restructuring-related activities due to the prior year strategic review process. These decreases were partially offset by an increase in travel and conference related costs. Adjusted EBITDA Corporate adjusted EBITDA decreased by \$1.5 million, or 5%, for the three months ended December 31, 2024 compared to the three months ended December 31, 2023. This decrease was primarily due to the aforementioned increase in travel and conference related costs. 44 Corporate adjusted EBITDA was flat for the six months ended December 31, 2024 compared to the six months ended December 31, 2023. Off-Balance Sheet Arrangements As of December 31, 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 December 31, 2024 and June 30, 2024, we had cash and cash equivalents of \$85.9 million and \$125.1 million, respectively. Credit Facility At December 31, 2024, we had \$100.0 million in outstanding borrowings under our Credit Facility. At June 30, 2024, we had no outstanding borrowings under our Credit Facility. During the six months ended December 31, 2024, we borrowed \$100.0 million which was used for general corporate purposes, and made no repayments under our Credit Facility. In January 2025, we repaid \$65.0 million of outstanding borrowings 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, 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 each of September 2024 and December 2024, we paid a cash dividend of \$0.21 per share on outstanding shares of our Common Stock. A On January 23, 2025, our Board of Directors declared a quarterly cash dividend of \$0.21 per share, payable on March 15, 2025 to stockholders of record on March 1, 2025. 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. 45 Discussion of Cash Flows for the Six Months Ended December 31, 2024 and 2023 A summary of net cash flows is as follows (in thousands): Six Months Ended December 31, 2024/2023 Net cash provided by (used in) operating activities from continuing operations \$193,733A \$15,465A Investing activities (39,877)(49,068) Financing activities (178,689)294,982A Operating activities from discontinued operations (14,418)19,915A Effect of exchange rate changes on cash flows (45)23A Net (decrease) increase in cash and cash equivalents (\$39,296)(\$281,317) Net cash provided by operating activities from continuing operations increased by \$178.3 million for the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The increase in net cash provided by operating activities from continuing operations was driven by lower cash income taxes paid in the current year period (cash income taxes of \$138.5 million paid in fiscal year 2024 on proceeds received from the sale of future revenues to OMNIA), the \$57.0 million received in the current year period as the result of the settlement of a shareholder derivative complaint and a \$17.6 million cash dividend from an unconsolidated subsidiary. These increases in cash were partially offset by an increase of \$43.1 million in cash paid for operating expenses primarily as a result of an increase in performance-related compensation related to the prior fiscal year performance. Net cash used in investing activities decreased by \$9.2A million for the six months ended December 31, 2024 compared to the six months ended December 31, 2023 due to a decrease in purchases of property and equipment. Net cash used in financing activities changed by \$473.7 million for the six months ended December 31, 2024 compared to the six months ended December 31, 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 \$602.3 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 \$189.8 million under the Share Repurchase Authorization. These changes are offset by the current year borrowings of \$100.0 million as well as the prior year repayment of \$215.0 million under our Credit Facility and a \$8.7 million decrease in cash dividends paid as a result of the Common Stock repurchases. Net cash used in operating activities attributable to discontinued operations changed by \$34.3 million for the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The change in net cash used in operating activities attributable to discontinued operations was due to the S2S Divestiture which closed on October 1, 2024 which resulted in lower payments from customers and higher short-term cash outflows to dispose of the business. Discussion of Non-GAAP Free Cash Flow for the Six Months Ended December 31, 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 to OMNIA for the sale of future revenues and tax payments on proceeds received from the sale of future revenues. 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. 46 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): Six Months Ended December 31, 2024/2023 Net cash provided by operating activities from continuing operations \$193,733A \$15,465A Early termination payments to certain former limited partners that elected to execute a Unit Exchange Agreement (a) \$50,529)(\$49,600) Purchases of property and equipment (39,877)(49,068) Cash payments to OMNIA for the sale of future revenues (b) (29,428)(14,611) Cash tax payments on proceeds received from the sale of future revenues aA (138,476A Non-GAAP Free Cash Flow \$73,899A \$40,662A (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 aA Payments made on notes payable. A During the six months ended December 31, 2024, we paid \$51.3 million to members including imputed interest of \$0.8 million which is included in net cash provided by operating activities from continuing operations. During the six months ended December 31, 2023, we paid \$51.3 million to members including imputed interest of \$1.7 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 aA Payments on liability related to the sale of future revenues. A During the six months ended December 31, 2024, we paid \$38.0 million to OMNIA including imputed interest of \$8.6 million which is included in net cash provided by operating activities from continuing operations. During the six months ended December 31, 2023, we paid \$21.0 million to OMNIA including imputed interest of \$6.4 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 \$33.2 million for the six months ended December 31, 2024 compared to the six months ended December 31, 2023. The increase in Non-GAAP Free Cash Flow was driven by the aforementioned increases in net cash provided by operating activities from continuing operations and \$9.2 million decrease in purchases of property and equipment, partially offset by an increase of \$14.8 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 aA Our Use of Non-GAAP Financial Measures aA 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 December 31, 2024, the interest rate on outstanding borrowings under the Credit Facility was 5.938%, and the commitment fee for unused capacity was 0.125%. We were in compliance with all covenants at December 31, 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 December 31, 2024, we had \$100.0 million of outstanding borrowings under the Credit Facility with \$895.0 million of available borrowing capacity after reductions for outstanding letters of credit. In January 2025, we repaid \$65.0 million of outstanding borrowings under the Credit Facility. 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

December 31, 2024, \$51.3 million remains to be paid without interest in two 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.47Sale of Non-Healthcare GPO Member ContractsAt December 31, 2024, we had non-recourse commitments of \$664.1 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 DividendsIn each of September 2024 and December 2024, we paid a cash dividend of \$0.21 per share on outstanding shares of our Common Stock. On January 23, 2025, our Board of Directors declared a quarterly cash dividend of \$0.21 per share, payable on March 15, 2025 to stockholders of record on March 1, 2025. 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 AuthorizationIn February 2024, we announced our Board of Directors approved a share repurchase authorization for up to \$1.0 billion of our Common Stock (the "Share Repurchase Authorization") and 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 our Common Stock, excluding fees and expenses. 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 an aggregate of approximately 15.0 million shares of our Common Stock. On July 11, 2024, as final settlement of the share repurchase transaction under the ASR Agreement, we received an additional approximate 4.8 million shares of our Common Stock. In total, we repurchased approximately 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. The shares delivered were recorded in treasury stock and immediately retired and recorded to retained earnings in the our Condensed Consolidated Balance Sheet. On August 20, 2024, we announced our Board of Directors approved the execution of \$200.0 million of Common Stock repurchases under the Share Repurchase Authorization. During the quarter ended December 31, 2024, we repurchased approximately 6.3 million shares of our Common Stock at an average price of \$21.35 per share for a total purchase price of \$134.1 million. As of December 31, 2024, we had repurchased an aggregate of approximately 9.2 million shares of our Common Stock at an average price of \$20.98 per share in open market transactions for a total purchase price of \$192.1 million. On January 6, 2025, we completed the \$200.0 million of repurchases. The shares delivered were recorded in treasury stock and immediately retired and recorded to retained earnings in our Condensed Consolidated Balance Sheets. There can be no assurances regarding the timing or number of shares of Common Stock repurchased under the remaining amount of the Share Repurchase Authorization. The Share Repurchase Authorization may be suspended, delayed, or discontinued at any time at the discretion of our Board of Directors.

Item 3. Quantitative and Qualitative Disclosures About Market RiskInterest Rate RiskOur 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 December 31, 2024, we had \$100.0 million of outstanding borrowings under our Credit Facility. We periodically 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.48Foreign Currency RiskSubstantially 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 ProceduresEvaluation of Disclosure Controls and ProceduresWe 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 December 31, 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 December 31, 2024.

Changes in Internal Control Over Financial ReportingThere 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 December 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.49PART II. OTHER INFORMATIONItem 1. Legal ProceedingsWe 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 ("GPOs"), 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. Refer to Item 1 of Part II of our Quarterly Report on Form 10-Q for the quarter ended September 30, 2024 for prior updates to our legal proceedings during our 2025 fiscal year. Additional information relating to our legal proceedings is included in Note 14 - Commitments and Contingencies to the accompanying condensed consolidated financial statements, which is incorporated herein by reference.

Item 1A. Risk FactorsThere 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 ProceedsPurchases of Equity SecuritiesIn February 2024, we announced our Board of Directors approved a share repurchase authorization for up to \$1.0 billion of our Common Stock (the "Share Repurchase Authorization") and entered into a \$400.0 million accelerated share repurchase agreement (the "ASR Agreement") with Bank of America, N.A. ("Bank of America") pursuant to the Share Repurchase Authorization. Final settlement of the accelerated share repurchase transaction under the ASR Agreement was completed on July 11, 2024. On August 20, 2024, we announced our Board of Directors approved the execution of \$200.0 million of Common Stock repurchases under the Share Repurchase Authorization (the "Market Repurchases"). We completed the \$200.0 million of Market Repurchases on January 6, 2025.50The following table summarizes information relating to repurchases of our Common Stock during the quarter ended December 31, 2024, all of which were pursuant to Market Repurchases under the Share Repurchase Authorization. Share price information below is presented exclusive of commissions and of any excise tax due on stock repurchases under the Inflation Reduction Act, which does not impact the amount of the Share Repurchase Authorization.

PeriodTotal Number of Shares Purchased (a)Average Price Paid per Share (\$) (a)Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (a)Maximum Dollar Value of Shares that May Yet be Purchased Under the Plans or Program (in millions) (b)October 1 through October 31, 20242,070,931\$19.69 (b)2,070,931\$501.2 (b)November 1 through November 30, 20242,210,120\$22.56 (b)2,210,120\$451.4 (b)December 1 through December 31, 20242,001,757\$21.73 (b)2,001,757\$407.9 (b)Total6,282,808\$21.35 (b)6,282,808A

(a)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. (b)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. The Share Repurchase Authorization may be suspended, delayed or discontinued at any time at the discretion of the Company's Board of Directors.

Item 5. Other InformationThe table below sets forth SEC Rule 10b5-1 trading plans adopted and/or terminated by certain directors and executive officers (as defined in SEC Rule 16a-1(f)) during the quarter ended December 31, 2024. Each new 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 December 31, 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). Trading ArrangementName and TitleAction DateRule 10b5-1(a)Non-Rule 10b5-1(b)Total Shares to be Sold(c)(d)Scheduled Expiration Date(e)David L. Klatsky, General CounselTerminate(f)12/09/2024David L. Klatsky, General CounselAdopt12/09/2024X32,62912/31/2025

(a)Insider trading plan intended to satisfy the affirmative defense conditions 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 number reported as the total shares to be sold under the trading plan includes: (i) shares of our Common Stock that are currently owned; (ii) shares of our Common Stock issuable pursuant to unvested restricted stock units ("RSUs") that are scheduled to vest during the term of the plan, subject to time-based vesting conditions set forth in the applicable RSU award agreements; and (iii) shares of our Common Stock issuable pursuant to performance share awards ("PSAs") that may vest during the term of the plan, subject to the achievement of certain performance conditions as set forth in the applicable PSA agreements. The actual number shares of Common Stock that will issue under PSAs following the end of the applicable performance period, if any, and therefore the resulting shares of our Common Stock available for sale under the plan, is variable and will depend on the attainment of the performance conditions and could be higher or lower than the target number. Also, shares of our Common Stock issuable pursuant to vested RSUs and PSAs will be subject to tax withholding obligations that may reduce the net shares actually issued and therefore available for sale under the applicable plan; however, share numbers are reported in this table without reduction for such future tax obligations. The actual number of shares sold pursuant to the trading plan will therefore depend on the foregoing factors as well as the satisfaction of certain conditions set forth in the trading plan prior to its expiration or termination. (d)A portion of the shares of our Common Stock included in Mr. Klatsky's trading plan are shares that may be issued from RSUs and PSAs held by Mr. Klatsky, subject to vesting conditions as described above in note (c), but that were awarded to his former spouse pursuant to a domestic relations order. Mr. Klatsky disclaims beneficial ownership of securities still held by him but awarded to his former spouse. (e)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) the date the plan otherwise terminates according to its terms. (f)Termination of a trading plan originally adopted by Mr. Klatsky on March 7, 2024, scheduled to expire on May 30, 2025, and covering the potential sale during its term of up to 59,074 shares of our Common Stock.51Item 6. ExhibitsExhibit No. Description10.1Executive Employment and Restrictive Covenant Agreement dated December 2, 2024 between Premier Healthcare Solutions, Inc. and David Zito*+10.2Signing Bonus Agreement dated December 2, 2024, between Premier Healthcare Solutions, Inc. and David Zito*+10.3Master Consulting Services Agreement dated December 2, 2024 between Premier Healthcare Solutions, Inc. and Leigh Anderson (Incorporated by reference to Exhibit 10.1 of our Current Report on Form 8-K filed on December 3, 2024)+10.4Form of Restricted Stock Unit Agreement for Non-Employee Directors under the Premier, Inc. 2023 Equity Incentive Plan (for December 2024 and later awards)*+10.5Premier, Inc. Directors' Compensation Policy, as amended on January 23, 2025*+31.1Certification of principal executive officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*32.1Certification of principal financial officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*32.2Certification 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*32.3Certification 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*10.1Sections of the Premier, Inc. Quarterly Report on Form 10-Q for the quarter ended December 31, 2024, formatted in iXBRL (Inline Extensible Business Reporting Language), submitted in the following files:101.INSInline XBRL Instance Document*101.SCHInline XBRL Taxonomy Extension Schema Document*101.CALInline XBRL Taxonomy Extension Calculation Linkbase Document*101.DEFInline XBRL Taxonomy Extension Definition Linkbase Document*101.LABInline XBRL Taxonomy Extension Label Linkbase Document*101.PREInline XBRL Taxonomy Extension Presentation Linkbase Document*104The cover page from the Premier, Inc. Quarterly Report on Form 10-Q for the quarter ended December 31, 2024, formatted in Inline XBRL (included in Exhibit 101)**A A Filed herewith+A A A Indicates a management contract or compensatory plan or arrangement;A A A Furnished herewith52SIGNATURESPursuant 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:February 4, 2025By:/s/ Glenn G. ColemanName:Glenn G. ColemanTitle:Chief Administrative and Financial OfficerOn behalf of the registrant and as principal financial officerDate:February 4, 2025By:/s/ Crystal B. ClimerName:Crystal B. ClimerTitle:Chief Accounting Officer and Senior Vice President, FinanceOn behalf of the registrant and as principal accounting officer53DocumentExhibit 10.1EXECUTIVE EMPLOYMENT AND RESTRICTIVE COVENANT AGREEMENT, David Zito, hereby agrees to be employed by Premier Healthcare Solutions, Inc. (the "Company") and all necessary committees of the Board, the Company hereby agrees to employ me, subject to the following terms and conditions (the "Agreement"). If for any reason, this Agreement is not approved by the Board or any necessary committee of the Board, this Agreement shall not take effect and shall be null and void.1.EMPLOYMENT1.1Job Duties. I agree to devote my full professional time, attention and best efforts to the performance of my employment duties with the Company and its Related Companies (as defined in Section 5.8). I shall perform the duties and responsibilities customary to my position(s) with the Company and its Related Companies and as assigned to me from time to time. I also understand and agree that my employment may be transferred between the Company and its Related Companies in their discretion. I shall abide by the policies of the Company and its Related Companies as adopted and amended from time to time. Effective on my first day of work for the Company, which is anticipated to be December 6, 2024, the Effective Date, my position with the Company shall be President, Performance Services. I also agree that, as requested by the Company, I shall serve on the Board(s) of Directors of certain Related Companies without additional compensation beyond what is set forth herein.1.2Compensation and General Benefits. During my employment with the Company or one of its Related Companies, the Company or one of its Related Companies will: (a) compensate me for my services at a base rate determined by the Company from time to time; and (b) allow me to participate in the deferred compensation, other retirement plans and employee benefit plans from time to time in effect generally for the Company's similarly situated employees, subject to the terms and conditions of such plans and as they may be instituted, modified or terminated from time to time. As of the Effective Date, my initial base salary shall be \$765,000.00 per annum, less applicable withholdings, paid in accordance with the usual payroll practices of the Company. If the base salary is modified, such modified amount shall thereafter become the base salary under this Agreement.1.3Annual Incentive Plan. As of the Effective Date, I shall be eligible to participate in one or more annual incentive plans sponsored by the Company or one of its Related Companies in effect from time to time for similarly situated senior executive level employees of the Company, in accordance with the terms and conditions of such plan(s). My current target incentive opportunity is 85% of my initial base salary, which will be prorated for Fiscal Year 2025 based upon my start date with the Company. My initial Annual Incentive Plan grid for Fiscal Year 2025 will be the 60% Corporate / 40% Performance Services grid.1.4Equity. (a)Annual Grants. Beginning with respect to Fiscal Year 2026, I shall be eligible to participate in the Premier, Inc. 2023 Equity Incentive Plan (the "EIP") and any other equity-based or cash-based long-term incentive compensation plans for similarly situated senior executive level employees of the Company, in accordance with the terms and conditions of such plan(s). My initial target annual equity grant shall be approximately 300% of my base salary. (b)New Hire Grant. Additionally, the Company will recommend to the Compensation Committee of the Board that I receive a new hire grant of equity as soon as practicable following the Effective Date with a grant

value equal to approximately \$2,000,000.00, comprised of 70% PSAs and 30% RSUs.(c)Subject to Plan. All grants of equity shall be subject to the terms and conditions of the EIP, and all new hire grants pursuant to Section 1.4(b) relating to Fiscal Year 2025 shall be on the terms previously approved for those awards by the Board and the Compensation Committee of the Board. RSUs granted pursuant to this Section shall begin vesting on the applicable grant date.1.5At-Will Employment. I agree that my employment with the Company shall be "at-will", such that I may resign at any time for any reason and the Company may terminate my employment at any time for any reason. The at-will nature of my employment may be altered only by a written agreement signed by a duly authorized Company official. In addition, I agree that upon the termination of my employment with the Company for any reason, I shall resign and do resign from all positions as an officer, director and employee of the Company and its Related Companies, with such resignation(s) to be effective upon the termination of my employment with the Company, unless the Company requests an earlier date.12.SEVERANCE PROTECTIONS2.1Severance Pay. If my employment with the Company under this Agreement is terminated at any time due to a Termination Without Cause (as defined below), then the Company will provide me with 12 months of my then current base salary as severance (the "Severance Pay"), subject to the terms and conditions in this Section 2. In order to be eligible for such Severance Pay, I must, within 21 days of receipt from the Company (unless a longer period is required by applicable law), sign and not revoke a full and general release of any and all claims (the "Release") that I have or may have against the Company, the Related Companies, and their affiliates, to be prepared by the Company at that time. In addition, if I violate any of my post-employment obligations under this Agreement or any other written agreement with the Company, then my right to any outstanding Severance Pay shall immediately cease and be forfeited.2.2Termination Without Cause. For purposes of this Agreement, "Termination Without Cause" means the termination of my employment by the Company for any reason other than my death, Disability, or "Termination for Just Cause." In addition, my resignation shall be deemed a Termination Without Cause by the Company if I resign my employment with the Company and all its Related Companies within twenty-four (24) months following a "Change in Control" (as defined below) due to any of the following without my consent: (a) a material reduction in my position or responsibilities with the Company, but excluding: (i) any suspensions, removals, duty reassignments, duty limitations or other actions pursuant to Section 2.3; and (ii) any such reductions or changes made in good faith to conform with applicable law or generally accepted industry standards for my position; (b) a non de minimis reduction in my base salary (unless such percentage reduction is made across the board for all other similarly situated senior executives of the Company); (c) the relocation of my primary office location more than fifty (50) miles from my current primary office location, but excluding the relocation of my primary office location to the Company's current or future headquarters location (with or without my consent); or (d) a failure of the Company to obtain the assumption in writing of its obligations under this Agreement by any successor to all or substantially all of the assets of the Company within 30 days after a Change in Control. For purposes of this Section 2.2, a "Change in Control" shall have the meaning set forth in the Premier, Inc. 2023 Equity Incentive Plan, as it may be established, modified, changed or replaced from time to time. The Company and I agree that for my resignation to constitute Termination Without Cause, I must provide written notice to the President and Chief Executive Officer of the Company of my intent to resign within ninety (90) days of one of the triggering events outlined in subsections (a) - (d) of this provision, as well as the triggering event relied upon and details constituting such alleged triggering event. Further, Termination Without Cause shall not include my resignation under subsections (a) - (d) of this provision for any occurrence which is, after such notice, cured by the Company, within thirty (30) days of receipt of such notice.2.3Termination For Just Cause. For purposes of this Agreement, "Termination for Just Cause" means termination of my employment by the Company as the result of my: (a) commission or omission of any act of dishonesty, embezzlement, theft, misappropriation or breach of fiduciary duty in connection with the terms and conditions of my employment; (b) conviction, guilty plea or plea of nolo contendere of a felony or a misdemeanor in which fraud or dishonesty is a material element, or a crime of moral turpitude; (c) willful misconduct or insubordination with respect to the performance of my duties to the Company or any Related Company that is harmful to the business or reputation of the Company or the Related Companies or constitutes a violation of law or governmental regulations, including by the Company or the Related Companies; (d) breach of any securities or other law or regulation or any the Company or Related Company policy governing inappropriate disclosures or "tipping" related to (or the trading or dealing of) securities, stock or investments; (e) failure to reasonably cooperate or interfere with a Company-related investigation; (f) willful violation of the Company's or its Related Companies' lawful material policies, rules and procedures, including but not limited to the Company and its Related Companies' Code of Conduct, Insider Trading and Conflict of Interest policies; (g) regulatory, governmental or administrative suspension, removal or prohibition as defined in this Section below; or (h) breach or prospective breach of the obligations set forth in Sections 3-7 of this Agreement.2.4Notwithstanding anything to the contrary, the Company and I also acknowledge and agree that: (i) If I am suspended or temporarily prohibited from participating in the conduct of the affairs of the Company or its Related Companies or affiliated entities by a regulatory, governmental or administrative notice served under federal or state law, depending on the circumstances of such suspension or prohibition, the Company may (in lieu of terminating my employment) decide to suspend its obligations under this Agreement. If the charges in the notice are dismissed or withdrawn, the Company may, in its discretion, upon approval by the Board, pay me all or part of the compensation withheld while its obligations were suspended and reinstate in whole or in part any of its obligations that were suspended. (ii) If I am permanently removed or prohibited from participating in the conduct of the affairs of the Company or its Related Companies or affiliated entities by applicable federal, state or other regulatory, governmental or administrative order or action, all obligations of the Company under this Agreement shall terminate as of the effective date of the order, and the Company may, in its sole discretion, terminate my employment as a Termination For Just Cause. (iii) The Company may, in its sole discretion, place me on temporary leave with pay, temporarily exclude me from any premises of the Company, its Related Companies and affiliated entities and temporarily reassign my duties with the Company and its Related Companies during any pending Company investigation or disciplinary action involving me or my potential Termination for Just Cause. 2.4Disability. "Disability" means my inability to perform the essential functions and duties of my position with the Company by reason of any medically determinable physical or mental impairment that can be expected to result in death or that is to last or can be expected to last for a continuous period of not less than twelve months, as determined under the long-term disability plan sponsored by the Company or a Related Company in which I participate. The Company and I agree that without expressly or constructively terminating this Agreement under this Section or Sections 2.1-2.3, the Company may designate another employee to act in my place during any period of my Disability that extends over ninety (90) consecutive calendar days or equals an aggregate of ninety (90) calendar days during any three hundred and sixty-five (365) consecutive calendar day period. Notwithstanding whether any such designation is made, I shall continue to receive my full base salary under this Agreement (offset by any Company-paid short-term disability or long-term disability plan payments) during any period of my Disability during my employment with the Company.2.5Severance Details. Any Severance Pay shall: (a) be paid over time in the form of base salary continuation for the twelve (12) month period in accordance with the Company's regular payroll practices; (b) be less applicable withholdings; and (c) replace my right to severance pay under any other agreement, plan or program with the Company or any Related Company. Except as otherwise provided in Section 8.3(c) of this Agreement, and contingent on my execution and non-revocation of a Release as described in Section 2.1, the first installment of the Severance Pay will be made no later than the next reasonably practicable payroll date following the later of the effective date of my Termination Without Cause and the expiration of the revocation period for the Release described in Section 2.1. The remaining installments will continue thereafter until all installments have been made. If I am rehired by the Company or any Related Company during my severance period, my Severance Pay will cease.3.CONFLICTS OF INTERESTDuring my employment with the Company, I shall not: (a) engage in any outside business activity without written authorization from my supervisor at the Company; (b) in any way compete with the Company; or (c) engage in any conduct intended to or reasonably expected to harm the interests of the Company. I also agree to comply with the terms of the Company's Code of Conduct and Conflict of Interest policies. Notwithstanding the foregoing, I may engage in personal investment activities and charitable work that do not interfere with my duties for the Company and do not violate the Company's Code of Conduct or Conflict of Interest policies.4.CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY4.1Duty of Confidentiality. Except to the extent the use or disclosure of any Confidential Information (as defined below) is required to carry out my assigned duties with the Company, I agree that during and at all times after my employment with the Company, I will: (a) protect and safeguard the Confidential Information from unauthorized use, publication, or disclosure; (b) not disclose any Confidential Information to any person not employed by the Company; and (c) not use for myself or for any other person or entity any Confidential Information. This provision, however, shall not preclude me from: (i) the use or disclosure of information known generally to the public (other than as a result of my violation of this Agreement); or (ii) any disclosure required by law or court order, by any governmental entity having regulatory authority over the business of the Company, or by any administrative or legislative body with appropriate jurisdiction, provided I provide the Company prompt written notice of any potential disclosure under this subsection (ii) within forty-eight (48) hours of my receipt of the request for disclosure or my election to disclose such information under this subsection (ii), whichever is earliest, to the fullest extent permitted by applicable law. Further, notwithstanding anything to the contrary in this Section 4.1, I understand that the duty of confidentiality in this Agreement does not restrict my ability to communicate directly with any federal, state or local government agency or commission without providing notice to or receiving prior or later authorization from the Company, as provided under Section 4.3 ("Protected Rights") below. Further, I agree to abide by the Protection of Confidential Information and Protected Health Information set forth in Exhibit A of this Agreement, as amended from time to time.4.2Confidential Information. "Confidential Information" means information that is created and used by the Company and which is not generally known to the public, including but not limited to, information in the following categories: (a) information regarding the affiliates and customers of the Company, including affiliate / customer lists, contact information, contracts, billing histories, affiliate/customer preferences, and information regarding products or services provided to such entities; (b) non-public strategic or financial information concerning the Company, including, but not limited to, commissions and salaries paid to employees, sales data and projections, forecasts, cost analyses, and similar information; (c) plans and projections for business opportunities for new or developing business of the Company, including marketing concepts and business plans; (d) Intellectual Property (as defined in Section 4.5 below), software, source and object codes, computer data, research information and technical data; (e) information relating to the services, products, prices, costs, research and development activities, service performance, operating results, pricing strategies, employee lists or personnel matters of the Company; (f) information regarding sources and methods of supply, including supply agreements, supply terms, product discounts and similar information related to the Company; (g) information marked or otherwise designated as "confidential" or by similar words, and (h) the Company's Trade Secrets. "Trade Secrets" is Company information that is defined as a trade secret pursuant to applicable state or federal law.4.3Protected Rights. I understand and agree that nothing in this Agreement precludes me from communicating directly with the U.S. Securities and Exchange Commission ("SEC") or the Financial Industry Regulatory Authority ("FINRA") regarding potential securities issues or concerns, if any. Further, I understand and agree that nothing in this Agreement is intended to, or shall, interfere with my rights to file a charge or complaint with, participate in a proceeding by, or cooperate with the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the SEC, FINRA, or any other federal, state or local government agency or commission (including providing documents or other information to such agencies), none of which shall constitute a breach of this Agreement or any applicable policy or procedure of the Company or any Related Company. I also understand and agree that I do not need to receive prior or later authorization from the Company to make any such governmental reports or disclosures, and I am not required to notify the Company (in advance or otherwise) when taking any such action. Further, the federal Defend Trade Secrets Act of 2016 (the "Act") provides immunity from liability in certain circumstances to Company employees, contractors, and consultants for limited disclosures of Company trade secrets, as defined by the Act. Specifically, Company employees, contractors, and consultants may disclose trade secrets: (1) in confidence, either directly or indirectly, to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, Company employees, contractors, and consultants who file lawsuits for retaliation by an employer for reporting a suspected violation of law may use and disclose related trade secrets in the following manner: (1) the individual may disclose the trade secret to their attorney, and (2) the individual may use the information in the court proceeding, as long as the individual files any document containing the trade secret under seal and does not otherwise disclose the trade secret except pursuant to court order.4.4Return of Property. I agree that all assets, materials, documents and data obtained or prepared by me in the course and scope of my employment with the Company are the property of the Company. I also agree that all Confidential Information is the property of the Company. As such, I agree that I will promptly return to the Company when requested, and in any event prior to my last day of employment with the Company, all assets, materials, documents, information, data and other property belonging to the Company in my possession or control, regardless of how stored or maintained and including all originals and electronic or hard copies.4.5Intellectual Property. I hereby assign and agree in the future to assign to the Company my full right, title and interest in all Intellectual Property (as defined in this Section 4.5). In addition, all copyrightable works that I create during my employment with the Company shall be considered "work made for hire" and shall be owned exclusively by the Company.4.6Intellectual Property means any invention, formula, process, discovery, development, design, innovation or improvement made, conceived or first reduced to practice by me, solely or jointly with others, during my employment with the Company. However, "Intellectual Property" shall not apply to any invention that I develop on my own time, without using the equipment, supplies, facilities or trade secret information of the Company, unless such invention relates at the time of conception or reduction to practice to: (a) the business of the Company; (b) the actual or demonstrably anticipated research or development of the Company; or (c) any work performed by me for the Company.5.NON-COMPETE AND NON-INTERFERENCE / RAIDING EMPLOYEES COVERED BY STATE LAW. UNDER THE LAW IN LIMITED STATES (INCLUDING BUT NOT LIMITED TO CALIFORNIA, OKLAHOMA, AND NORTH DAKOTA) CERTAIN POST-TERMINATION RESTRICTIVE COVENANTS ARE UNENFORCEABLE AND VOID AGAINST PUBLIC POLICY. IF I AM A RESIDENT OF SUCH A STATE OR PERFORM A SUBSTANTIAL PORTION OF MY EMPLOYMENT FOR THE COMPANY IN SUCH A STATE, AND AM COVERED BY SUCH LAW, ANY IMPERMISSIBLE SECTIONS BELOW WILL NOT APPLY TO ME FOR SO LONG AS I AM COVERED BY SUCH LAW. For the avoidance of doubt CALIFORNIA EMPLOYEES ARE NOT COVERED BY SECTIONS 5.1-5.3 BELOW. Employee Initials 5.1Non-Compete. For a period of twelve (12) months following my last day of employment with the Company, I agree not to: (a) perform in the Prohibited Territory (as defined below) any services for a competitor of the Company that are the same as or substantially similar to the services I performed for the Company at any point during my last twelve (12) months as a Company employee; or (b) engage, within the Prohibited Territory, in any aspect of the Business (as defined below) that I was involved with on behalf of the Company at any time during the last twelve (12) months of my employment with the Company. "Prohibited Territory" means: (i) if my job duties are not limited to the continental United States, the countries in which I assisted the Company to engage in its business during my last 12 months as a Company employee, (ii) if my job duties are not limited to particular states within the United States, the continental United States; or (iii) if my job duties are limited to particular states, the states or regions that I assisted the Company to engage in its business during my last twelve (12) months as a Company employee. The "Business" means the business engaged by the Company as of my last day of employment with the Company. Notwithstanding the preceding, owning the stock or options to acquire stock totaling less than 5% of the outstanding shares in a public company shall not by itself violate the terms of this Section 5.1.5.2Non-Interference With Restricted Customers. For a period of twelve (12) months following my last day of employment with the Company, I agree that I will not: (a) call upon, solicit, cause or attempt to cause any Restricted Customer (as defined below) to not do business with the Company or to reduce, modify or transfer any part of its business with the Company; (b) call upon, solicit, cause or attempt to cause any Restricted Customer to do business with a competitor of the Company; (c) sell or provide any services or products to any Restricted Customer that are competitive with or a replacement for the Company's services or products; or (d) as an employee, agent, partner, director, consultant, or in any other capacity assist any person or entity to engage in any of the conduct described in subsections (a) - (c) of this Section. Notwithstanding the preceding, if I become an employee of a Restricted Customer after my employment with the Company ends, then this subsection shall not limit my communications or activities with that particular Restricted Customer while I am employed by that Restricted Customer, provided that: (i) as part of my services with or for such Restricted Customer, I do not engage in activities or directly assist others to engage in activities that compete with the Company in the Business or otherwise violate Section 5.1; and (ii) I abide by the confidentiality and non-raiding of employees obligations set forth in this Agreement. "Restricted Customer" means: (i) a Customer (as defined below) for which I earned or was paid incentive pay at any point during my last twelve (12) months as a Company employee; (ii) a Customer with which I worked or for which I supervised the Company's work at any point during my last twelve (12) months as a Company employee; (iii) a prospective Customer that I contacted or for which I supervised contact at any point during my last twelve (12) months as a Company employee; and (iv) a current or prospective Customer about which I obtained and possessed Confidential Information at any point during my last

obligation and ethical responsibility to maintain strict confidentiality as to the personal facts and circumstances of any applicant, employee, client, customer, patient or other individual or entity that is made available to the Company or its Related Companies in the course of their business (â€œProtected Entitiesâ€). I also understand that it is the policy of the Company and its Related Companies not to disclose personal facts and circumstances about any Protected Entity without such Protected Entityâ€™s authorization or consent, except as required by applicable law or to fulfill the legitimate business responsibilities of the Company and its Related Companies. By way of example, the types of PHI and other information that generally must be kept confidential includes applicant, employee, client, customer and patient names, social security numbers, dates of birth, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, and health information that identifies individuals. PHI that identifies an individual generally cannot be released unless properly authorized by the individual or its legal representative, or pursuant to the Health Insurance Portability and Accountability Act of 1996 (â€œHIPAAâ€). The Family Privacy Protection Act and other local, state and federal laws may place additional limitations on the disclosure of personal information. Therefore, to the extent applicable to me during the course of my employment with the Company or any Related Company, I agree that during and at all times after my employment with the Company and any Related Company, I shall adhere to the requirements of the (a) U.S. Department of Health and Human Services issued regulations on â€œStandards for Privacy of Individually Identifiable Health Information,â€ which comprise 45 C.F.R. Parts 160 and 164, promulgated pursuant to HIPAA; (b) separate HIPAA Privacy and Security Standards issued by the Utilization Review Accreditation Commission; (c) Family Privacy Protection Act and other local, state and federal laws that may place additional limitations on disclosure of personal information, in each case with respect to the Protected Entities; and (d) and policies issued during my employment with the Company or any related Company regarding PHI. A A A A A As part of my obligation to protect confidential information and PHI of the Protected Entities, and except as (i) expressly authorized by such Protected Entities or their legal representatives, (ii) required to carry out my properly assigned duties with the Company or any Related Company, or (iii) required or permitted by applicable law, I also understand and agree that: â€¢I will not access or view any such information; â€¢I will not make inquiries about such information on behalf of any individual who does not have proper authorization to access such information; â€¢I will not make any unauthorized copy or disclosure of such information, or disseminate, remove or transfer such information to any unauthorized location; â€¢I will not discuss such information with any person who is not authorized to access such information; â€¢I will not engage in conversation about such information outside the office of the Company or its Related Companies (including, without limitation in hallways, on elevators, or in my home); â€¢I will take care to safeguard any password(s) I am issued by the Company, any Related Company or any other entity designed to protect such information; â€¢If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will promptly ask my supervisor for clarification; and â€¢I will immediately report to my supervisor and other designated Company personnel any unauthorized disclosure of such information, including by myself or any third party. A A A A A I understand all Company computer access is subject to audit at any time by the Company, including to ensure compliance with my obligation to protect and safeguard PHI and confidential information. I also agree to comply with any other Company and Related Company policies regarding the protection and safeguarding of PHI and confidential information. Upon termination of my employment for any reason, I will return any documents or other items in my possession that contain confidential information or PHI. I understand that my violation of this Protection of Confidential Information and PHI or any other Company or Related Company policy regarding the safeguarding of confidential information or PHI may result in the termination of my work relationship or be the grounds for disciplinary action, fines, penalties, imprisonment or cause civil suit to be brought against me. 12Exhibit BSection 280G RulesThe following rules shall apply for purposes of determining whether and how the limitations provided under Section 8.4 of this Agreement are applicable to me.1.The â€œnet after-tax benefitâ€ shall mean (a) the Payments (as defined in Section 8.4) which I receive or am then entitled to receive from the Company or a subsidiary or affiliate that would constitute â€œparachute paymentsâ€ within the meaning of Code Section 280G, less (b) the amount of all federal, state and local income and employment taxes payable by me with respect to the foregoing calculated at the highest marginal income tax rate for each year in which the foregoing shall be paid to me (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 (c) the amount of Excise Tax imposed with respect to the payments and benefits described in (a) above.2.All determinations under Section 8.4 of this Agreement and this Exhibit B will be made by an accounting firm or law firm that is selected for this purpose by the Company prior to a change in control, within the meaning of Code Section 280G (the â€œ280G Firmâ€). 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 8.4 of this Agreement and this Exhibit B and supporting calculations to both me and the Company as soon as reasonably practicable.3.If the 280G Firm determines that one or more reductions are required under Section 8.4 of this 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 me. The 280G Firm shall make reductions required under Section 8.4 of this Agreement in a manner that maximizes the net after-tax amount payable to me.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 provision, it is possible that amounts will have been paid or distributed to me that should not have been paid or distributed (collectively, the â€œOverpaymentsâ€), or that additional amounts should be paid or distributed to me (collectively, the â€œUnderpaymentsâ€). If the 280G Firm determines, based on the assertion of a deficiency by the Internal Revenue Service against the Company or me, which assertion the 280G Firm believes has a high probability of success or controlling precedent or substantial authority, that an Overpayment has been made, I must repay the Overpayment amount promptly to the Company, without interest; provided, however, that no loan will be deemed to have been made and no amount will be payable by me to the Company unless, and then only to the extent that, the deemed loan and payment would either reduce the amount on which I am 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 me and the Company of that determination, and the Underpayment amount will be paid to me promptly by the Company.5.I will provide the 280G Firm access to, and copies of, any books, records and documents in my 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 8.4 of this Agreement.13DocumentExhibit 10.2Confidential - Signing Bonus AgreementPrepared for: David ZitoPrepared date: December 2, 2024Signing Bonus Amount: \$400,000.00in consideration of your employment with Premier Healthcare Solutions, Inc. (â€œPremierâ€ or the â€œCompanyâ€), the Company agrees to pay you a signing bonus in the gross amount of \$400,000.00 (the â€œSigning Bonusâ€), subject to your agreement to the terms and conditions below. The Signing Bonus will be paid as soon as practicable following your first day of work with the Company in accordance with the Companyâ€™s regular payroll processes and will be less applicable withholdings for wages. In order to keep the Signing Bonus, you must remain continuously employed with Premier in your role as President, Performance Services for the 18-month period following your first day of employment with Premier. If your employment with Premier is terminated for any reason during the first 18 months of your employment, other than for circumstances constituting a â€œTermination Without Causeâ€ under your Employment Agreement, you agree that you shall repay and reimburse Premier for the full amount of any Signing Bonus payments made. If your repayment obligation is triggered for any reason, you hereby authorize Premier to deduct any amounts owed by you from all wages, vacation pay, sick pay, other leave pay, floating holidays, expense reimbursements, bonuses, incentive compensation, severance pay, commissions, distributions, deferred compensation, dividends and other compensation that may be due to you by Premier (whether you continue to be employed by Premier or not), and to apply the same to the amounts you owe under this Agreement. The Signing Bonus repayment amount owed by you as set forth above shall be due and payable to Premier on or before the last day of your employment with the Company. You further agree that in the event you fail to repay any outstanding repayment amounts due to Premier under this Agreement, such that it becomes necessary for Premier to pursue legal or other action against you for the collection of the same, Premier shall be entitled to, and you will be required to reimburse Premier for its costs and attorneysâ€™ fees relating to any such proceeding or any other action to enforce its reimbursement rights. In addition, you understand that this Agreement shall in no way change your at-will employment status with Premier; nothing herein constitutes a guarantee of continued employment with Premier for a specific duration. The terms of this Agreement are conclusive and binding on all parties. AcknowledgementBy executing this document, you are confirming your understanding of and agreement to the above terms./s/ David ZitoDavid Zito12/2/2024Date A A A A A A DocumentExhibit 10.4RESTRICTED STOCK UNIT AGREEMENTFOR NON-EMPLOYEE DIRECTORSParticipant: #ParticipantName#Grant Date:#Grant Date# (the â€œGrant Dateâ€)Number of Award Shares:#QuantityGranted#Vesting Date: Shall vest in full on the first anniversary of the Grant Date (the â€œVesting Dateâ€).1.Grant of Restricted Stock Units. This restricted stock unit award (â€œAwardâ€) is granted pursuant to the Premier Inc. 2023 Equity Incentive Plan (the â€œPlanâ€), by Premier Inc. (the â€œCompanyâ€) to the Participant as a Non-Employee Director of the Company. The Company hereby grants to the Participant as of the Grant Date (set forth above) the Award consisting of a right to receive the number of shares set forth above (â€œAward Sharesâ€) of the Companyâ€™s Class A common stock, \$0.01 par value (â€œSharesâ€), upon the Vesting Date, pursuant to the Plan, as it may be amended from time to time, and subject to the terms, conditions, and restrictions set forth herein. Capitalized terms in this restricted stock unit agreement (the â€œAward Agreementâ€) shall have the meaning specified in the Plan, unless a different meaning is specified herein. 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 â€“ Section 280G Rules, and summarized in the Plan prospectus and any applicable prospectus supplement (together, the â€œProspectusâ€). 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 Participantâ€™s understanding that this Award is intended to promote Non-Employee Director retention and stock ownership and to align Non-Employee Directorsâ€™ 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 full on the Vesting Date set forth above provided the Participant is providing services as a director through the Vesting Date. Notwithstanding the foregoing: (a)In the event that a Participant terminates service due to death, Disability, termination from the Board as a result of term limitations imposed by the Corporate Governance Guidelines of the Company, the Participant shall immediately vest in a portion of the Award equal to the number of Award Shares granted times a fraction, the numerator of which is the number of days of active service elapsed since the Grant Date and the denominator of which is 365; and(b)In the event that the Participant is serving as a director on the Board at the time of a Change in Control, 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 termination of service as a Non-Employee Director. 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 Participantâ€™s legal spouse or, if no such spouse survives the Participant, to the Participantâ€™s estate. 26.Compensation Recovery. The Award Shares 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. 7.Taxes; Limitation on Excess Parachute Payments. 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. 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 service (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 â€œPaymentsâ€) that would constitute a â€œparachute paymentâ€ within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the â€œCodeâ€), 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 â€œExcise Taxâ€), 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 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 Participantâ€™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 a Participantâ€™s termination of service 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 Continued Service. The

Participant agrees that nothing in this Award Agreement constitutes a contract of service with the Company for a definite period of time. The Company retains the right to decrease the Participant's compensation and/or benefits, terminate the service relationship at any time for any reason or no reason not otherwise prohibited by law, or otherwise change the terms or conditions of the Participant's service. 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. The following terms shall be as defined below: (a) "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 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. (b) "Premier Group" shall mean the Company, its Subsidiaries and Affiliates. 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 4 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. 5. 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 (FICA or SECA) 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. 7. Document Exhibit 10.5 Directors' Compensation Policy Overview The Board of Directors of Premier, Inc. ("Premier") has approved the following Director Compensation Policy ("Policy") to provide an incentive to attract and retain the services of qualified persons to serve as directors. Objectives This Policy is designed to achieve the following key objectives: Align the interests of the non-employee directors (as defined below) and stockholders; Support overall organizational objectives and encourage the creation of stockholder value; Attract and retain high quality talent; Reflect the broad spectrum of talent and diverse sources of market data. Target median competitive pay levels, as evaluated no less frequently than every three years. Be simple to understand and administer. Eligibility This Policy shall apply to each director of the Board of Directors of Premier, Inc. (the "Board") who is not an employee of, or compensated consultant to, Premier or any of its Affiliates (a "non-employee director"). Employees of Premier, Inc., Premier Healthcare Solutions, Inc., Premier Supply Chain Improvement, Inc. or their respective affiliates are not eligible to receive compensation under this Policy. The table below sets forth compensation levels for all Directors. Compensation Element Compensation Amount Annual Retainer Cash Retainer \$80,000 Equity Retainer (or Cash Award, if applicable) \$155,000 / \$125,000 Additional Retainer Fees Board Chair \$60,000 Lead Independent Director \$30,000 Committee Chair Member Audit and Compliance Committee \$30,000 \$15,000 Compensation Committee \$30,000 \$15,000 Nominating and Governance Committee \$15,000 \$7,500 Member Agreement Review Committee \$15,000 \$7,500 Finance Committee \$15,000 \$7,500 Ad Hoc Committee \$15,000 \$7,500 Other Charitable Contribution \$1,000 A A A Annual Equity Award is payable in restricted stock units (RSUs). Directors that certify in writing that they are prohibited by their organizations from receiving equity-based compensation from Premier will receive an annual cash award of \$125,000 in lieu of equity compensation. 2. A A A The additional retainer fees for an Ad Hoc Committee will be annualized and paid only during the time in which such committee is deemed to be active. 1. [Type here] Equity Grants Each Director shall be granted under Premier's 2023 Equity Incentive Plan or any successor plan (the "Equity Plan") restricted stock units ("RSUs") for shares of Premier's Class A common stock each year (the "Annual Grant") on the earlier of the first business day following the annual stockholder meeting, or December 15. A Director joining the Board after the most recent Annual Grant, shall be entitled to a pro-rated grant based upon the number of days of service expected prior to the next Annual Grant (assuming the next Annual Grant date will be the business day following the expected date of the next annual stockholder meeting) divided by 365. The number of shares subject to the RSUs shall be determined based on the closing price of a share as of the grant date (rounded up to the nearest whole number of shares). The RSUs shall vest one year from the date of grant, subject to the Director's continued service on the Board. The grants shall vest in full immediately upon a Change in Control (as defined in the Equity Plan). Equity grants under this Policy are subject to the Premier, Inc. Stock Ownership Guidelines. Annual Cash Awards (in lieu of Equity Grants) Directors who are prohibited by their respective organizations from receiving equity-based compensation from Premier shall be granted an annual cash award of \$125,000 in lieu of equity compensation each year (the "Annual Award") on the earlier of the first business day following the annual stockholder meeting, or December 15. A Director must certify, in writing, that his or her employer prohibits the receipt of equity-based compensation from Premier to be eligible for an Annual Award. A Director joining the Board after the most recent Annual Award, shall be entitled to a pro-rated award based upon the number of days of service expected prior to the next Annual Award (assuming the next Annual Award date will be the business day following the expected date of the next annual stockholder meeting) divided by 365. The Annual Award shall vest one year from the date of grant, subject to continued service on the Board. The Annual Award shall vest in full immediately upon a Change in Control (as defined in the Equity Plan). Directors that are prohibited from receiving equity-based compensation shall not be subject to the Premier, Inc. Stock Ownership Guidelines. Payment Term for Cash Fees and Retainer Cash payments to non-employee directors for Board and board committee service shall be paid quarterly in arrears as of the last day of each fiscal quarter. Non-employee directors shall receive cash compensation after first being elected or appointed to the Board on a pro-rated basis during the first fiscal quarter in which initially appointed or elected based on the number of days during which service is provided. If a non-employee director dies, resigns, or is removed during any quarter, he or she shall be entitled to a cash payment on a pro-rated basis through his or her last day of service. Expense Reimbursement Upon presentation of documentation of such expenses reasonably satisfactory to Premier, each non-employee director shall be reimbursed for his or her reasonable out-of-pocket business expenses incurred in connection with attending meetings of the Board and its committees or in connection with other business related to the Board. Each non-employee director shall also be reimbursed for his or her reasonable out-of-pocket business expenses authorized by the Board or one of its committees that are incurred in connection with attendance at meetings with Premier's management. Each non-employee director shall abide by Premier's travel and other policies applicable to company personnel. Additional Services On occasion, ad hoc committees shall be formed to address a particular oversight need. In the event that an ad-hoc committee is formed, the committee chair shall be paid a retainer of \$15,000 and committee members shall be paid a retainer of \$7,500, which will be annualized during the time in which such committee is deemed to be active. The Board has the authority to provide additional compensation to directors for ad hoc requests that require a substantial amount of time and/or work. Additional Compensation On an annual basis, each non-employee director shall have the ability to direct an amount of \$1,000 to his or her selected not-for-profit organization during the holiday season in lieu of receipt of a holiday gift from Premier, Inc. Policy Review / Amendments The Compensation Committee or the Board shall review this Policy from time to time to assess whether any amendments in the type and amount of compensation provided herein should be adjusted in order to fulfill the objectives of this Policy. This Policy may only be amended by the Board. Approved by the Premier, Inc. Board of Directors on September 6, 2013. Reviewed and approved by the Premier, Inc. Compensation Committee on August 10, 2016. Approved by the Premier, Inc. Board of Directors on August 11, 2016. Approved by the Premier, Inc. Board of Directors on June 14, 2019. Approved by the Premier, Inc. Board of Directors on January 23, 2020. Approved by the Premier, Inc. Board of Directors on January 23, 2025. 2. [Type here] Document Exhibit 31.1 CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002. 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: February 4, 2025 /s/ Michael J. Alkire Michael J. Alkire, President and Chief Executive Officer Document Exhibit 31.2 CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002. Glenn G. Coleman, 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 registrantâ™s most recent fiscal quarter (the registrantâ™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ™s internal control over financial reporting; and5.The registrantâ™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ™s auditors and the audit committee of the registrantâ™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 registrantâ™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 registrantâ™s internal control over financial reporting.Date: FebruaryÂ 4, 2025 Â /s/ Glenn G. ColemanÂ Glenn G. ColemanÂ Chief Administrative and Financial OfficerDocumentExhibit 32.1CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002In connection with the Quarterly Report of Premier, Inc. (â€œPremierâ€) on Form 10-Q for the period ended DecemberÂ 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), 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; and2.The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Premier.A /s/ Michael J. AlkireÂ Michael J. AlkireÂ President and Chief Executive OfficerFebruary 4, 2025A 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 â€œExchange Actâ€) 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.DocumentExhibit 32.2CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002In connection with the Quarterly Report of Premier, Inc. (â€œPremierâ€) on Form 10-Q for the period ended DecemberÂ 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), I, Glenn G. Coleman, Chief Administrative and Financial 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; and2.The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Premier.Â /s/ Glenn G. ColemanÂ Glenn G. ColemanÂ Chief Administrative and Financial OfficerFebruary 4, 2025A 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.Â 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 â€œExchange Actâ€) 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.