

Review and acknowledgement of Standard Terms and Conditions of Sale below:

STANDARD TERMS AND CONDITIONS OF SALE

- (1) **SALE TERMS.** The Nicotine Replacement Therapy (NRT) Direct Purchase Program (Program) is Not for Profit, Not for Resale. Program must be accompanied by counseling. Buyer will provide the product as per one of the two alternatives (i) free of charge to participant (ii) subsidize at least 50% of the cost of product, with the remainder paid by the participant in the form of a co-pay. Product that is distributed must be used by participant. Duration of program and number of units provided is based on product labeling. Product is not to be sold outside of the Program.
- (2) **EXCLUSIVE TERMS.** Approval to purchase GSK Consumer Healthcare (GSK or Seller) products through the Direct Purchase Program Website is conditional upon meeting requirements stated in SALE TERMS above. GSK reserves the right to discontinue Buyers purchases if found to be out of compliance with said terms. Seller may cancel any order at any time, without penalty, upon written notice to Buyer.
- (3) **THIRD PARTY FULFILLMENT.** GSK has subcontracted a third-party fulfillment vendor, Arrowhead Promotion & Fulfillment ('APF'), to administer the Program to include but not limited to customer registration, fulfillment of orders, and collecting payment.
- (4) **SHIPMENTS.** Title and risk of loss to all products sold hereunder shall pass to Buyer upon Seller's delivery to the Buyer's "shipping address" identified by Buyer during Registration. Shipments are in full cases only, shipped to one location. The carrier will always be designated by GSK. No penalty charges will be accepted. Merchandise arriving in damaged condition should be refused and noted on the bill of lading. Credit for damaged merchandise will only be issued upon receipt of damaged products at APF's facility. No returns will be accepted or issued. Order quantities should take into consideration expiry of one-year from date of arrival. Orders that are short should be recorded on delivery receipt upon arrival and claims for short orders should be sent directly to APF, with a copy of the delivery receipt. Invoice payment will be adjusted accordingly.
- (5) **PRICE and PAYMENT.** Buyer shall pay in full at time with credit card the prices posted on the website at time order is placed. Taxes will be applied to purchase based on shipment destination, unless a certificate of sales tax exempt is provided. Product, sales tax, shipping, and handling fees are subject to change.
- (6) **FORCE MAJUERE.** Neither party shall be subject to any liability for delay in performance, or nonperformance as a result of fire, flood, natural catastrophe, strike, labor trouble, accident, riot, war, terrorism, act of governmental authority, act of God, or other contingencies and circumstances beyond its control interfering with the production, supply, transportation, or consumption of the products covered by this agreement or with the supply of any raw products (including energy sources) used in connection therewith, or the inability of the Seller to purchase raw products at a commercially reasonable price, or in the event Seller ceases or suspends the operation of any facility where it is producing any quantity of product deliverable hereunder and such termination or suspension is made by Seller because such facility, the operation thereof, and/or the product therefrom violates or fails to comply with applicable government law, regulation, ordinance, standard order or decree relating to pollution, ecology, occupational safety and health, or environmental matters. Quantities so affected may be eliminated from this agreement without liability, but this agreement shall otherwise remain unaffected. Seller may, during any period of shortage due to any cause, prorate and allocate its supply of such products among itself for its own consumption, its subsidiaries and affiliated companies, its accepted orders, its contract customers and the regular customers not then under contract in such manner as may be deemed fair and reasonable by Seller. In no event shall the Seller be obligated to purchase products in the marketplace to satisfy its obligations hereunder.
- (7) **LIMITED WARRANTY.** Seller warrants to the Buyer that the products to be delivered will conform to all relevant specifications and will be free from defects in product or workmanship. Minor deviations which do not affect the performance of the product(s) shall not be deemed to constitute either a failure to conform to the specifications or a defect in product or workmanship. This warranty shall extend for a period of twelve (12) months from the initial date of shipment. Should any breach of this warranty appear within twelve (12) months from the initial date of shipment, Seller shall, upon immediate notification of such alleged failure and substantiation that the products have been handled, used and/or maintained in accordance with Seller's recommendations and standard industry practices, correct such defects by suitable repair or replacement at its own expense. Seller's liability under this warranty shall cease if any major repairs to or any replacement or modification of the products is made by any person other than Seller's personnel or persons working under the supervision of Seller's personnel. THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY. THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF THE BUYER FOR DEFECTIVE OR NON-CONFORMING PRODUCTS.
- (8) **LIMITATION OF LIABILITY.** Upon receipt of each shipment of product sold hereunder, Buyer shall examine such product for damage, defects or shortages. All claims, including claims for alleged damaged or defective products, shortage or non-deliverance of products, negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Seller within such 15 day period after Buyer's receipt of the product. Failure of Buyer to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim, regardless of whether processing, use or resale of the product shall have taken place. In the event the Buyer has timely notified Seller of a defective or damaged product, Seller's sole obligation shall be to repair or replace such defective or damaged products at its sole expense. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as but not limited to, loss of profits, damage to or loss of other property, downtime, costs of the products, delay expenses, overhead or capital costs, claims of Buyer's customers or activities dependent upon the products. Except to the extent provided in the LIMITED WARRANTY, Seller shall not be liable for any claim or loss arising out of or related to this agreement or the products provided pursuant thereto, whether such claim allegedly arises or is based on contract, warranty, tort (including negligence), strict liability in tort or otherwise. Liability shall not in any event exceed the cost of the products upon which such claim is based.
- (9) **ADJUSTMENT TO PRICE AND TERMS.** Seller may modify price, or other terms at any time. Such modification will become effective upon publication on website.
- (10) **RETURN OF PRODUCT.** Products may not be returned.

- (11) **INTERNATIONAL SALES.** Buyer and Seller hereby opt out of the UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF PRODUCTS, and the same shall have no force, effect or control over the transactions undertaken in accordance with this agreement.
- (12) **TERMINATION.** Seller reserves the right to cease sales through the Program website at any time.
- (13) **ANTI-BRIBERY AND ANTI-CORRUPTION:** Buyer acknowledges receipt of the 'Prevention of Corruption – Third Party Guidelines', attached hereto as Exhibit B and agrees to perform its obligations under the Agreement in accordance with the principles set out therein. Buyer shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the Buyer conducts business with GSK. GSK shall be entitled to terminate this Agreement immediately on written notice to the Buyer, if Buyer fails to perform its obligations in accordance with this Clause Buyer shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause. To the extent (and only to the extent) that the laws of the territory provide for any such compensation to be paid to Buyer upon the termination of this Agreement, Buyer hereby expressly agrees to waive (to the extent possible under the laws of the territory) or to repay to GSK any such compensation or indemnity.
- (14) **COMPLIANCE WITH LAWS:** Buyer shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the Buyer conducts business with GSK.
- (15) **ADVERSE EVENT REPORTING:** GSK is required by law to report adverse drug events associated with GSK products to the FDA. The definition of an "adverse drug event" is "any untoward medical event in a patient administered a GSK product." The medical event does not necessarily have to be related to the product. An adverse event may consist of a new disease, a worsening of a pre-existing illness or condition, a recurrence of an illness or condition that comes and goes, a set of related signs or symptoms, or a single sign or symptom, or simply a failure to work as expected. Therefore, if someone reports an adverse event related to a GSK product to you while you are providing services to GSK, you agree that you will attempt to speak to the person about the adverse event and request that he/she provide (1) his/her name, (2) address, (3) phone number, (4) the name of the product and the product formulation involved, (5) the event that occurred, and if the person reporting the event is not the patient who experienced the adverse event, (6) the patient initials and gender. You agree to report as much of this information as you are able to obtain to the GSK Consumer Healthcare Response Center by either telephone at (800) 245-1040 or e-mail at us.naps@gsk.com within 24 hours after receipt of that information. You agree that you will inform the person that a representative from GSK may contact him/her to request additional information about the adverse event. If the report is from a consumer, you agree that you will suggest that the consumer also talk to his/her physician or other healthcare provider about the event if they have not already done so. Your efforts in support of the adverse event reporting system are important and very much appreciated. In the event that your provision of Services to GSK will bring Buyer into direct contact with consumers or healthcare professionals, you shall notify GSK in advance and GSK shall arrange for any necessary additional training for Buyer staff to identify and report adverse drug events.
- (16) **CORPORATE RESPONSIBILITIES:** Ethical Standards and Human Rights - Unless otherwise required or prohibited by law, Buyer represents and warrants, to the best of its knowledge, that:
- i) it does not employ engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;
 - ii) it does not use forced labor in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;
 - iii) it provides a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by Buyer to its employees is safe for habitation. Buyer provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Buyer's workplace;
 - iv) it does not discriminate against any employees on any ground (including race, religion, disability or gender);
 - v) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - vi) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - vii) it complies with the laws on working hours and employment rights in the countries in which it operates; and
 - viii) it is respectful of its employees' right to join and form independent trade unions and freedom of association.
- Buyer agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent Buyer of goods and services that are used by Buyer when performing its obligations under this Agreement. Buyer shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.
- GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Buyer's premises to monitor compliance by Buyer of the warranties set out in sub-sections (i) through (viii) above and Buyer shall, subject to compliance with law, furnish GSK with any relevant documents requested by GSK in relation thereto.
- (17) **GOVERNMENT CONTRACTOR:** GSK is a federal contractor to the U.S. Government and is required to flow down to its subcontractors certain regulatory provisions, including, but not limited to, the following which are hereby incorporated by reference and made part of this Agreement as if fully set forth herein (i) the provisions of the Equal Opportunity Clauses set forth in 41 CFR parts 60-1.4(a), and the employee notice found at 29 CFR Part 471, Appendix A to Subpart A; (ii) applicable requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities; (iii) applicable contractual provision of Public Law 95-507 concerning the Utilization of Small Business Concerns; and (iv) any law, order, or regulatory provision issued in addition, supplement or replacement of the foregoing concerning federal contractors. Buyer also agrees to comply with all applicable federal, state, or local statutes, ordinances, and regulations relating to non-discrimination in employment.
- (18) **SEVERABILITY:** If any provision of these terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.