

RETAILER APPLICATION

RETAILER TERMS AND CONDITIONS AND APPLICATION

ABBOTT DIABETES CARE RETAIL MEDICARE AND ELIGIBLE STATE MEDICAID PROGRAM

Abbott Diabetes Care Sales Corporation (“ADC”) and **ANDA Inc.** (the “Wholesaler”) have entered into the Retail Wholesaler Chargeback Supply Agreement, effective as of **June 22, 2009** (the “Agreement”). The Agreement was entered into as a part of the Abbott Diabetes Care Retail Medicare and Eligible State Medicaid Program (the “Program”). If you would like to purchase ADC products from Wholesaler pursuant to the Program (the “Products”), please carefully read this Retailer Terms and Conditions and Application (this “Retailer Application”), complete the application portion below, sign below to indicate your agreement to participate in the Program in accordance with the terms and conditions set forth herein, and return such executed Retailer Application to ADC.

- You must be an authorized supplier of blood glucose monitoring products under Medicare or the applicable eligible state Medicaid program (such eligibility is determined by ADC in its sole discretion). Check with your ADC account manager for the eligible Medicaid states.
- You must accept assignment of Medicare benefits from your customers and the authorized reimbursement rate from Medicare or the applicable eligible state Medicaid program. You must maintain your good standing with Medicare and/or the applicable eligible state Medicaid program and properly maintain your Provider Supplier Numbers.
- You must only resell the Products directly to your Medicare or eligible state Medicaid customers that reside in the United States for their own use. You must not repackage or re-label the Products, and you shall sell Products to your customers only as a part of an unopened package.
- You must use (a) eRx Network (Allwin), (b) Omnisys, or (c) Freedom Data Services’ EZ-DME to adjudicate Medicare claims and eligible state Medicaid claims for Products, and you authorize them to release the following information to ADC: (i) your monthly total dispensed quantities of Products; (ii) your NABP/NCPDP numbers; and (iii) your DEA numbers.
- You must not make any warranty to your customers about the Products that exceeds the warranty in the Product labeling or inserts.
- If you receive written notice of a recall of Products from ADC or Wholesaler, you will notify all of your customers who purchased recalled Products of such recall. Within ten (10) days after you receive such notice of such recall, you will provide ADC with written certification that you have notified all of your customers that have purchased Products since the effective date of the Agreement of such recall.
- Patient confidentiality is important. You must comply with all applicable laws, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (“HIPAA”), and the Social Security Act of 1935, as amended, and the regulations promulgated thereunder (the “Social Security Act”). You shall implement appropriate safeguards to prevent the use or disclosure of a customer’s protected health information (as defined under HIPAA) and any individually identifiable health information (as defined under the Social Security Act), other than as permitted by HIPAA.
- The Products will not be eligible for any rebate or promotion sponsored by ADC and you shall not claim or attempt to claim the benefit from any such rebate or promotion.
- You cannot return the Products to ADC.
- You shall maintain an adequate inventory record system that can trace the ultimate disposition of each Product to a customer for a period of three (3) years from the end of the calendar year during which such Product was sold to such customer. You will assign a unique Patient Identification Number (“PIN”) for each of your customers that purchases a Product. You will (A) not change the PIN for any such customer, and (B) ensure that in the event of an audit of books and records of Wholesaler by ADC, such PIN will enable ADC or its designated auditors to verify the information provided to ADC by Wholesaler.
- ADC may modify or discontinue the Program at any time without notice in its sole discretion.

ABBOTT DIABETES CARE
RETAIL MEDICARE AND ELIGIBLE STATE MEDICAID PROGRAM APPLICATION

Retailer Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Telephone Number: _____

Retailer Fax: _____

Retailer Email: _____

Taxpayer ID#: _____

NABP/NCPDP #: _____

DEA #: _____

Adjudicator: _____
(eRx Network (Allwin), OmniSys or Freedom Data Services' EZ-DME)

Wholesaler: ANDA Inc. _____

Wholesaler Account #: _____

By signing below, you agree to participate in the Program in accordance with the terms and conditions set forth herein, and you consent to ADC forwarding your information to Wholesaler and the adjudicator that you have indicated above.

By: _____

Name: _____

Title: _____

Date: _____

Please fax this completed Retailer Application to ADC at (847) 775-4910.