

This Reseller Certification ("Certification") is made by the undersigned reseller ("Customer") to Abbott Nutrition, a division of Abbott Laboratories Inc. ("Abbott Nutrition") regarding Customer's purchases of Abbott Nutrition medical enteral products ("Products"), and shall apply to Customer's purchases of Product, whether purchases are made directly from Abbott Nutrition or indirectly through another Dealer (as hereinafter defined).

1. **Own Use.** Customer hereby certifies, represents and agrees that:
  - (a) The Products purchased hereunder are either: (i) for its Own Use (as hereinafter defined) in providing home health care to its patients as an Authorized Health Care Provider (as hereinafter defined); (ii) for resale by Customer directly to an Authorized Health Care Provider solely for such provider's Own Use, or (iii) for resale by Customer to a distributor, durable medical equipment or home medical equipment dealer ("Dealer") that resells Products only to Authorized Health Care Providers solely for such providers' Own Use.
  - (b) If Customer becomes aware: (i) that any Product it has purchased hereunder and resold to an Authorized Health Care Provider is not being used for such provider's Own Use, or (ii) a Dealer that has purchased Product from Customer is reselling the Product to an Authorized Health Care Provider that is not using the Product for such provider's Own Use, then Customer will immediately notify Abbott Nutrition in writing, discontinue selling Product to the Authorized Health Care Provider or Dealer, and shall assist Abbott Nutrition in recovering Product from the Authorized Health Care Provider or Dealer.
  - (c) If Abbott Nutrition notifies Customer that Customer has resold the Product to: (i) an Authorized Health Care Provider that is not using Product for its Own Use, or (ii) a Dealer that is selling Product to individuals or entities other than Authorized Health Care Providers or to an Authorized Health Care Provider that is not using Product for such provider's Own Use, then Customer will immediately discontinue selling Product to such Authorized Health Care Provider or Dealer, and shall assist Abbott Nutrition in recovering Product from the Authorized Health Care Provider or Dealer.

For purposes of this section, "Own Use" shall mean those uses that are part of providing health care services and products directly to patients who are in an institution or such patient's home within the 50 United States. "Authorized Health Care Provider" shall mean a person or entity that: (a) is licensed to provide health care services and products directly to its patients in an institutional setting; (b) is an entity that provides Products to a patient beneficiary and bills under the entity's own provider number to a third party payor; or (c) provides health care products and services directly to its patients in the patient's homes, where such patients are under the care of a licensed health care professional and have received a written order issued by the professional for use of Products under a plan of care, and the entity has been designated in writing as the authorized agent to supply Products pursuant to the plan of care. Authorized Health Care Provider shall not include a person or entity that provides services in the following setting: physicians or physician's offices, senior independent living or retirement centers, or assisted living residences without skilled care, food and drug wholesalers/retailers, distributors and other similar resellers, retail pharmacies, retail stores, and companies that provide home delivery services, Internet ordering and delivery services, or similar services, unless such services are provided as a part of an Authorized Health Care Provider's Own Use. Products will not be purchased for distribution in any manner that would compete in the retail marketplace. In addition, Products purchased under this Agreement shall not be resold or provided to any employee of Customer or any other entity or person outside of the Own Use requirements defined herein.

2. **Provider Certification.** If any Products are purchased for resale to any Authorized Health Care Provider, then Customer shall obtain, as a condition of resale of Product to the Authorized Health Care Provider and for Abbott Nutrition's benefit, an Abbott Nutrition Provider Certification ("Provider Certificate") signed by the provider, and shall retain the Provider Certificate and deliver it to Abbott Nutrition upon Abbott Nutrition's request.
3. **Reseller Certification.** If any Products are purchased for resale to a Dealer, then Customer shall obtain, as a condition of resale of Product to the Dealer and for Abbott Nutrition's benefit, an Abbott Nutrition Reseller Certification signed by the Dealer, and shall retain the Reseller Certification and deliver it to Abbott Nutrition upon request.
4. **Own Use Reimbursement.** Customer shall reimburse Abbott Nutrition an amount equal to the difference between Customer's Acquisition Price for the Product and Abbott Nutrition's trade price in effect at the time of purchase, plus a 15% administrative charge for each Product purchase in violation of the Own Use provisions of this Certification, including, but not limited to, the following:

- (a) If Customer sells Products to an individual or entity that is not an Authorized Health Care Provider or to a Dealer

that does not resell Products to an Authorized Health Care Provider;

- (b) If Customer continues to sell Products to an Authorized Health Care Provider or Dealer after notice from Abbott Nutrition that Customer must stop shipments to the Authorized Health Care Provider or Dealer; or
  - (c) If Customer negligently resells Products to an Authorized Health Care Provider that does not use the Product for its Own Use or to a Dealer that resells the Products to an Authorized Health Care Provider that does not use the Product for such provider's Own Use.
  - (d) If Customer fails to obtain a Provider Certificate from an Authorized Health Care Provider that is a home health care provider, or a Reseller Certificate from a Dealer, prior to supplying Product to such Authorized Health Care Provider or Dealer.
5. **Sales Reports.** Upon Abbott Nutrition's request, Customer shall deliver to Abbott Nutrition a report with regard to Products purchased hereunder that indicates: (a) the name, address and zip code of each purchaser, and (b) the invoice date and number, and the items (product codes) and quantities (including unit of measure) of Products purchased during each month by such purchaser from Customer. If the report includes Product purchases shipped directly to Customer's patients, then the sales information regarding such Product purchases shall include only: (a) the zip code of the point of delivery, and (b) the invoice date and number, and the items (product codes) and quantities (including unit of measure) of the Products supplied to the point of delivery. If Customer fails to submit a report that evidences sales within Customer's permitted channel of trade, Customer shall reimburse Abbott Nutrition the difference between Abbott Nutrition's net price for Product sold to the distributor that resold Product to the Customer and the trade price in effect at the time of purchase for such unsupported sales, plus a 15% administrative charge.
6. **Audit.** Upon Abbott Nutrition's request, an officer with financial oversight responsibility shall certify that Customer is in compliance with this Agreement and will permit Abbott Nutrition or a third party designated by Abbott Nutrition to audit Customer's records to verify compliance with this Agreement. Customer shall, in a timely manner, provide Abbott Nutrition or its third party designee, with all records necessary to perform such audit(s) and shall take all steps necessary to ensure that such records are provided to Abbott Nutrition in compliance with all applicable federal and state laws, including but not limited to, the HIPAA Privacy and Security Standards. Abbott Nutrition will take all reasonable steps to maintain the confidentiality of the information provided. If Customer refuses to provide such information in a timely manner to enable Abbott Nutrition or its representative to conduct such audit, then Abbott Nutrition may immediately: (a) terminate this Agreement; (b) withhold shipments of Product to Customer; and (c) seek reimbursement for the difference between the Pricing under this Agreement and Abbott Nutrition's trade price in effect at the time of purchase, plus a 15% administrative charge.
7. **Termination.** In the event of any breach of any representation or other provision of this Certification, Abbott Nutrition may, without limitation of any other rights or remedies available to Abbott Nutrition, immediately terminate any agreement to supply Product to Customer and withhold shipments of Product to Customer. Abbott Nutrition may also notify Customer's distributor that such distributor is no longer authorized to sell Products to Customer.
8. **Miscellaneous.** If Customer purchases Products indirectly through a distributor, then Customer acknowledges that Abbott Nutrition is an intended beneficiary under this Certification. The name and address of Customer's distributor(s) for Product purchases follows:

Reseller Name and Address: \_\_\_\_\_

Abbott Nutrition Account #: \_\_\_\_\_

**Acknowledged and agreed:**

Customer Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Print Name/Title: \_\_\_\_\_

Customer Address, City, State, and Zip: \_\_\_\_\_

DEA or HIN Number: \_\_\_\_\_