



### Abbott's Provider and Reseller Certificate

This Provider and Reseller Certification ("**Certification**") is made by the undersigned entity ("**Customer**") to Abbott Laboratories Inc., on behalf of its Nutrition division, Abbott Nutrition ("**Abbott**") regarding Customer's purchases of Products, and shall apply to Customer's purchases of Product, whether purchases are made directly from Abbott, indirectly through an Abbott authorized distributor or wholesaler, or another durable medical equipment dealer, home medical equipment dealer or medical supply distributor.

1. **Own Use.** Customer hereby certifies, represents and agrees that:
  - a. Products purchased hereunder are either: (i) for its Own Use (defined below) in providing home health care to its patients as an Authorized Health Care Provider (defined below); (ii) for resale by Customer directly to an Authorized Health Care Provider solely for such Authorized Healthcare Provider's Own Use, or (iii) for resale by Customer to a durable medical equipment dealer, home medical equipment dealer or medical supply distributor ("**Reseller**"). Resellers may only sell and distribute Products to Authorized Health Care Providers within the 50 United States solely for such providers' Own Use and may not sell or distribute to a distributor or wholesaler authorized by Abbott to submit Chargeback Claims.
  - b. "**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 in such patient's home within the 50 United States.
  - c. "**Authorized Health Care Provider**" shall mean an entity that: (a) is licensed to provide health care services and products directly to its patients in an institutional setting; (b) provides products to a patient beneficiary and bills under the entity's own provider number to a third party payor; (c) provides healthcare 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 or (d) provides health care services and products directly to other Authorized Healthcare Providers. Authorized Health Care Provider shall not include a person or entity that provides services in the following settings: physicians or physician's offices, senior independent living or retirement centers, 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 Providers Own Use.
  - d. If Customer becomes aware or upon notice from Abbott or Customer's Distributor: (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 Reseller 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 it's Distributor and Abbott in writing, discontinue selling Product to the Authorized Health Care Provider or Reseller, and assist it's Distributor and/or Abbott in recovering Product from the Authorized Health Care Provider or Reseller.
  - e. Products will not be purchased for distribution in any manner that would compete in the retail marketplace. In addition, Products purchased under this Certification 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. **Sales Reports.**
  - a. Upon Abbott's request, Customer shall provide a report with regard to Products purchased that indicates: (a) the name, address and zip code of each purchaser, and (b) the invoice date, invoice number, item number, item description, and quantities (including unit of measure) of Products purchased during each month by each purchaser from Customer.
  - b. If the report includes purchases shipped directly to Customer's patients, then the sales information regarding such purchases shall include only: (a) the zip code of the point of delivery, and (b) the invoice date, invoice number, item number, item description, and quantities (including unit of measure) of Products supplied to the point of delivery.
  - c. If Customer fails to submit a report that evidences sales within Customer's permitted channel of trade, Customer shall reimburse Abbott based on the Own Use Reimbursement provision as defined herein.

3. **Own Use Reimbursement.**

Customer shall reimburse Abbott the difference between Abbott's net price for Product sold to the distributor that resold Product to the Customer and Abbott's retail price in effect at the time of purchase, plus a 15% administrative charge for each Product purchased in violation of the Own Use and Sales Reports provision of this Certification.

4. **Audit.**

a. Upon Abbott's request, an officer with financial oversight responsibility shall certify that Customer is in compliance with this Certification and will permit Abbott or a third party designated by Abbott to audit Customer's records to verify compliance with this Certification. Customer shall, in a timely manner, provide Abbott 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 in compliance with all applicable federal and state laws, including but not limited to, the HIPAA Privacy and Security Standards. Abbott will take all reasonable steps to maintain the confidentiality of the information provided.

b. If Customer refuses to provide such information in a timely manner to enable Abbott or its representative to conduct such audit, then Abbott may immediately: (a) terminate any agreement to supply Product to Customer; (b) notify Customer's Distributor to terminate any agreement to supply Product to Customer; (c) withhold shipments of Product to Customer; and (c) seek reimbursement for as set forth in the Own Use Reimbursement provision of this Certification.

5. **Termination.**

In the event of any breach of any representation or other provision of this Certification, Abbott may, without limitation of any other rights or remedies available to Abbott, immediately terminate any agreement to supply any Abbott products to Customer and withhold shipments of any Abbott products to Customer. Abbott may also notify distributors that they are not authorized to sell Abbott products to Customer.

6. **Miscellaneous.**

If Customer purchases Products indirectly through a distributor, then Customer acknowledges that Abbott is an intended beneficiary under this Certification. The name and address of Customer's distributor(s) for Product purchases follows:

**Distributor Name and Address:** \_\_\_\_\_  
\_\_\_\_\_

**Acknowledged and agreed:**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Abbott Account t#: \_\_\_\_\_ DEA/HIN#: \_\_\_\_\_

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

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