MERCK SUPPLEMENTAL RETURN PROGRAM
FOR CLIENTS OF DIRECT PURCHASING CUSTOMERS

Effective March 21, 2016

These program requirements may be updated at any time.

Merck Sharp & Dohme Corp., **a subsidiary of Merck & Co., Inc.**, for itself and on behalf of its subsidiaries and/or affiliates, including Cubist Pharmaceuticals LLC and Organon USA, Inc. (collectively, "Manufacturer") will allow limited exceptions to its standard return policy, set forth in its Standard Terms and Conditions of Sale - Pharmaceutical and Vaccine Products, pursuant to this Supplemental Return Program for Clients of Direct Purchasing Customers. Manufacturer reserves the right to modify or cancel the Supplemental Return Program for Clients of Direct Purchasing Customers at any time.

I. DEFINITIONS

"City, County, State Customer" refers to any outpatient clinic that is owned or operated by a city, county or state government entity. All other Government Customers are ineligible for the Supplemental Return Program for Direct Purchasing Customers.

"Vaccine Business Solution Provider" refers to a contracted customer that purchases Vaccine Products directly from Merck or through an authorized distributor in the course of providing vaccine business solutions to providers that would qualify as Health Care Provider Vaccine Purchasing Customers if they purchased Vaccine Products.

"Eligible Customer" means a Health Care Provider Vaccine Purchasing Customer, a Retail Pharmacy Vaccine Purchasing Customer, a City, County, State Customer, or a Vaccine Business Solution Provider.

"Health Care Provider Vaccine Purchasing Customer" means a physician who owns, is employed by, or has contracted with nonpayor outpatient health care facilities; or an advanced practice nurse, nurse midwife, or physician assistant who is authorized pursuant to state law to purchase and administer vaccines, either alone or in tandem with a collaborating physician.

"Retail Pharmacy Vaccine Purchasing Customer" means a retail pharmacy customer.

"Vaccine Product" means a vaccine that Manufacturer sells in the Territory

"Distributor" means a licensed wholesaler or physician distributor that has entered into, and has in effect, a Merck Authorized Distributor Agreement.

II. ELIGIBILITY FOR REIMBURSEMENT

A. The Supplemental Return Program for Clients of Direct Purchasing Customers applies to all Vaccine Products purchased by an Eligible Customer from a Distributor. Vaccine Product purchased under federal contracts such as the U.S. Centers for Disease Control and Prevention (CDC) contract and the Federal Supply Schedule are not eligible for reimbursement under the Supplemental Vaccine Return program for Clients of Direct Purchasing Customers. Manufacturer reserves the right to request lot numbers to verify that Product returned pursuant to the Supplemental Return Program for Clients of Direct Purchasing Customers was purchased from a Merck Authorized Distributor and was not purchased under a federal contract.

B. Under the Supplemental Return Program for Clients of Direct Purchasing Customers, Eligible Customers may return for reimbursement Vaccine Product that has been wasted as a result of patient refusal at the time of administration, a dispensing error, improper storage, and mechanical and power

failures. Vaccine order delivery disputes between Eligible Customers and Distributor are not covered.

C. In order to receive reimbursement,

1. The Distributor from which the Eligible Customer purchased the returned product must have purchased like Vaccine Product (i.e., the same product family and image) within 90 days of the date of the request for return for reimbursement. Manufacturer shall not provide reimbursement for quantities that exceed the amount of like Vaccine Product purchased within 90 days of the request for reimbursement; and

2. An Eligible Customer must:

a. Verify that it has neither sought nor received payment or reimbursement for wasted Vaccine Product that is subject to its request for return reimbursement. For Vaccine Product that is wasted due to a power/mechanical error, Eligible Customers must verify that they do not have insurance to cover the loss;

b. Have received reimbursement for no more than three (3) returns per Eligible Customer location in the current calendar year under the Supplemental Return Program for Clients of Direct Purchasing Customers; and

c. Satisfy all other Manufacturer requirements, procedures, and authorizations.

D. All returns pursuant to the Supplemental Return Program for Clients of Direct Purchasing Customers are further subject to an aggregate quarterly maximum cap, which, if exceeded, will result in the suspension of the Supplemental Return Program for Clients of Direct Purchasing Customers for at least the remainder of the quarter.

III. RETURN INSTRUCTIONS

Customers who wish to return Vaccine Product for reimbursement under the Supplemental Return Program for Clients of Direct Purchasing Customers must contact the Merck Vaccine Customer Center at 877-VAX-MERCK (877-829-6372) immediately. The Merck Vaccine Customer Center will provide instructions on how to return the affected Vaccine Product and will arrange for reimbursement.

IV. REIMBURSEMENT

A. The basis for reimbursement will be the lowest price available to the Eligible Customer 24 months before the date that PharmaReturns, Inc. receives the return.

B. No credit will be issued for transportation, service, handling, or processing fees.

C. Manufacturers reserves the right to adjust the amount of reimbursement as it deems appropriate in its sole discretion.

D. The preferred form of reimbursement will be a credit memo through the Eligible Customer's designated Distributor; however, Manufacturer, in its sole discretion, may provide reimbursement via a check to the Eligible Customer.

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Should you have any questions relating to this limited exception to Manufacturer's standard return policy, please call the Merck Vaccine Customer Center at 877-VAX-MERCK (877-829-6372).