

**STANDARD TERMS AND CONDITIONS OF SALE - PHARMACEUTICAL PRODUCTS DISTRIBUTED
BY ORGANON LLC POST SPIN-OFF TRANSACTION**

These Standard Terms and Conditions of Sale for Organon LLC may be updated at any time.

These terms and conditions are effective May 5, 2022

These “Standard Terms and Conditions of Sale for Organon LLC” govern all direct purchases and all returns of prescription pharmaceutical products that are sold by Organon LLC, a subsidiary of Organon & Co., Inc., for itself and on behalf of its subsidiaries and/or Affiliates (collectively, “Organon” or “Manufacturer”). Manufacturer has the unilateral right to modify these Standard Terms and Conditions of Sale for Organon LLC at any time at its sole discretion. These Standard Terms and Conditions of Sale for Organon LLC shall be effective as of the Effective Date, as defined below.

1. DEFINITIONS

- A. **“Affiliate”** means an entity that, directly or indirectly, controls, is controlled by, or is under common control with Organon LLC.
- B. **“Client of Direct Purchasing Customer”** means a licensed purchaser of Product from a Distributor.
- C. **“Distributor”** means a licensed wholesaler or distributor that has entered into, and has in effect, an Authorized Distributor of Record (“ADR”) Agreement with Manufacturer.
- D. **“Effective Date”** means the closing of a transaction (the “Spin-Off Transaction”) which results in Merck Sharp & Dohme Corp., (“Merck”) a subsidiary of Merck & Co. Inc. or an Affiliate thereof no longer owning more than fifty percent (50%) of the outstanding shares of common stock of Organon & Co., a Delaware corporation, the parent corporation of Organon LLC, which is currently until such closing an Affiliate of Merck. For avoidance of doubt, if the Spin-Off Transaction does not occur for any reason, these Standard Terms and Condition of Sale for Organon LLC shall be of no force or effect.
- E. **“Government Customer”** means a federal, state, local or tribal government entity.
- F. **“Product”** means a Pharmaceutical Product.
- G. **“Pharmaceutical Product”** means a prescription pharmaceutical product that Manufacturer sells in the Territory.
- H. **“Physician Pharmaceutical Purchasing Customer”** means a physician or physician clinic that is only eligible to purchase PROPECIA® (finasteride).
- I. **“Reverse Distributor”** means a business that collects expired Products from Direct Purchasing Customer or Client of Direct Purchasing Customer and returns them to Manufacturer.
- J. **“Territory”** means the 50 states of the United States, the District of Columbia, Guam, American Samoa, and the Northern Mariana Islands.

K. “Warehousing Retail Pharmacy Pharmaceutical Purchasing Customer” means a retail pharmacy chain that has at least one warehouse and serves 50 or more wholly owned stores.

2. CATEGORIES OF DIRECT PURCHASING CUSTOMERS

A. “Direct Pharmaceutical Purchasing Customers” means the following categories of customers that are eligible to purchase Pharmaceutical Products directly from Manufacturer including, but not limited to, Distributors, Warehousing Retail Pharmacy Pharmaceutical Purchasing Customers, Government Customers, and Physician Pharmaceutical Purchasing Customers.

B. “Direct RENFLEXIS™ (infliximab-abda) for Injection Purchasing Customers” means a Distributor that has been approved by Manufacturer, in its sole discretion, to purchase RENFLEXIS directly from Manufacturer and that has entered into, and has in effect, an ADR Agreement with Manufacturer for RENFLEXIS.

C. “Direct Purchasing Customers” means Direct Pharmaceutical Purchasing Customers and Direct RENFLEXIS™ (infliximab-abda) for Injection Purchasing Customers, collectively.

3. PURCHASING REQUIREMENTS

Customers are encouraged to purchase all Pharmaceutical Products directly from Manufacturer or indirectly from an Authorized Distributor of Record.

4. ORDERS

A. Manufacturer prefers orders be placed electronically via Electronic Data Interchange (“EDI”). Only Direct Purchasing Customers with existing accounts may order through EDI or the Internet.

B. Direct Purchasing Customers may alternatively place orders according to instructions as communicated by Manufacturer.

C. Obligations of Direct Purchasing Customer (Financial and Credit Position)

i. Direct Purchasing Customer must maintain an adequate financial condition satisfactory to Manufacturer and substantiate such condition with financial statements or as otherwise requested by Manufacturer. If, in Manufacturer's judgment, at any time before shipment of Product, the financial condition of the Direct Purchasing Customer becomes impaired or unsatisfactory to Manufacturer, Manufacturer may hold, deny, or require cash payment or appropriate security before shipment. These remedies shall be in addition to, and not instead of, other remedies available to Manufacturer under these Standard Terms and Conditions of Sale for Organon LLC or by law.

ii. Direct Purchasing Customers are responsible for paying, in full, all amounts that are applicable to Product purchases by the due date. No deductions, other than cash discount, if any, are permitted unless authorized by a prior credit memo or as otherwise expressly permitted herein. Direct Purchasing Customer shall reimburse Manufacturer for any cash discount taken but not earned. Manufacturer reserves the right to hold orders on accounts with past due balances until such items are resolved to Manufacturer's satisfaction.

D. Miscellaneous Account Administration

- i. All orders are subject to acceptance by Manufacturer.
- ii. Manufacturer reserves the right to cancel back orders after 30 days.
- iii. Manufacturer reserves the right to issue a check to Direct Purchasing Customers who do not use open credits on their accounts after 90 days.
- iv. Unless otherwise mutually agreed to by Manufacturer and Purchaser in writing, Manufacturer will determine the time, route, and carrier of all shipments. Orders will be subject to a service fee in an amount determined by Manufacturer when Direct Purchasing Customer requests expedited shipping, including overnight shipping.

E. Order Maximums

- i. If a Direct Purchasing Customer's order(s), within thirty (30) days for any individual Product, exceeds 300% of the Direct Purchasing Customer's established pattern of previous total monthly purchases for that Product, then Manufacturer reserves the right to reduce, defer, back-order, or decline such order(s).
- ii. To ensure adequate supply of a Product for all customers, Manufacturer reserves the right to reduce, defer, back-order, or decline such orders to a level below 110% of the Direct Purchasing Customer's established pattern of previous total monthly purchases for that Product.

F. Expedited Orders

- i. Expedited orders will be subject to a service charge of \$21

5. PRICES

- A. Orders will be invoiced at prices in effect at the time the order is received unless deferred shipment beyond the Manufacturer standard shipping period is requested by the Direct Purchasing Customer. If the Direct Purchasing Customer requests deferred shipment, then the order will be invoiced at the price in effect at the time of shipment. The Manufacturer standard shipping period may vary based on the category of Direct Purchasing Customer and Product purchased. Please contact the Manufacturer at such website or phone number as is communicated by Manufacturer for further information regarding the Manufacturer standard shipping period for your order.
- B. All prices are subject to change without notice. If Manufacturer changes the price of a Product, Manufacturer will not allow price adjustment for inventory on hand or enroute to Direct Purchasing Customer because of a price change.
- C. Manufacturer reserves the right to rebill a Direct Purchasing Customer if it determines the Direct Purchasing Customer was billed an incorrect price due to internal system errors.
- D. Please address all requests for price quotations to Manufacturer.

6. TAXES

- A. Direct Purchasing Customers are responsible for paying any tax that is applicable to the sale of any Product as of the date of shipment of such Product, except for back-ordered Product. On back-ordered

Product, the Direct Purchasing Customer will be responsible for other taxes that were applicable at the time the Product was shipped.

7. REMITTANCES

A. Manufacturer accepts two (2) forms of payment: Electronic and Check:

- i.** Manufacturer prefers Electronic Payment. Arrangements for establishing payment via Electronic Fund Transfer may be made by contacting Manufacturer at such website or phone number as is communicated by Manufacturer.
- ii.** Check Payment should be sent to the lock-box address indicated on the invoice. Payment is recognized when received at this lock-box address.

B. Pharmaceutical Product Payment Terms

- i.** Other than electronic payment, a two percent (2%) prompt payment discount is earned on invoice purchases if paid within 30 days from date of invoice; net 31 days (unless otherwise noted on invoice).
- ii.** Electronic payment: two percent (2%) prompt payment discount if paid within 35 days from date of invoice, net 36 days (unless otherwise noted on invoice).
- iii.** Government Purchasing Customers invoice payment terms are net 30 days.

8. CLAIMS FOR LOSS, SHORTAGE, BREAKAGE, LEAKAGE, OR OTHER DAMAGE IN SHIPMENTS

- A.** Title to merchandise sold will pass to the Direct Purchasing Customer upon delivery to the carrier at the point of shipment. Orders are shipped freight prepaid (unless expedited delivery is requested). However, unless the Direct Purchasing Customer designates the carrier, Manufacturer retains the risk of loss, shortage, breakage, or leakage until the merchandise is delivered to the Direct Purchasing Customer by the carrier.
- B.** Claims for loss, shortage, breakage, leakage, or other damage occurring in transit must be submitted to the manufacturer at such website or phone number as is communicated by Manufacturer within twenty (20) calendar days from date of shipment. The sole and exclusive remedy of the Direct Purchasing Customer for loss, shortage, breakage, leakage, or other damage occurring in transit is Manufacturer reimbursement for affected Products, in an amount equal to the original Manufacturer invoice price, and the opportunity to repurchase the affected Products at the original Manufacturer invoice price. Alternatively, Manufacturer may, in its sole discretion, provide replacement Product. Direct Purchasing Customer agrees that no other remedy (including, but not limited to, incidental, consequential, or other damages of any kind) shall be available.
- C.** Loss, shortage, breakage, leakage, or other damage claims must also be accompanied by freight bill with notation by the carrier of the loss, shortage, breakage, or damage, or accompanied by the carrier's concealed loss or damage report where the loss is of a concealed nature. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Direct Purchasing Customer agrees to cooperate fully with Manufacturer in the Manufacturer's effort to establish a claim against the carrier. Claims submitted by the Direct Purchasing Customer without appropriate documentation will be denied.

- D. If Product is delivered damaged to the Direct Purchasing Customer, Direct Purchasing Customer should accept the shipment and call the Manufacturer at such phone number as is communicated by Manufacturer or Manufacturer’s designated agent upon receipt, for instructions. Reimbursement may be delayed if Direct Purchasing Customer does not follow this process by not taking receipt of Damaged Product.
 - i. For any order placed by the Client of a Direct Purchasing Customer through a Distributor that is delivered damaged, the Client of a Direct Purchasing Customer should contact the Distributor upon delivery for instructions.

9. OTHER CLAIMS

- A. Direct Purchasing Customers and Clients of Direct Purchasing Customers that receive Product that has not been subject to breakage, leakage, or other damage occurring in transit, but that otherwise appears to be defective (“Defective Product”), should contact the Manufacturer at such website or phone number as is communicated by Manufacturer immediately. Manufacturer or Manufacturer’s designated agent will provide instructions on how to return Defective Product and will arrange for Product replacement. Direct Purchasing Customers and Clients of Direct Purchasing Customers that fail to follow this process (for example, by returning Defective Product with expired Product) shall not be eligible for replacement or reimbursement for the Defective Product. The sole and exclusive remedy of the Direct Purchasing Customer for Defective Product is Product replacement or reimbursement at the original purchase price. Direct Purchasing Customer agrees that no other remedy (including, but not limited to, incidental, consequential, or other damages of any kind) shall be available.
- B. All claims involving discounts, pricing, credits, returns, or account receivable issues must be received by Manufacturer or Manufacturer’s designated agent within one (1) year of the date of shipment for the purchase in question. Unauthorized deductions taken by Direct Purchasing Customer from Direct Purchasing Customer payments, including, but not limited to, those made after this deadline, will be denied. Noncompliance could jeopardize the fulfillment of future orders.

10. CORRESPONDENCE

<p>All Direct Purchasing Customer communications relative to order fulfillment should be directed to:</p> <p>Organon LLC Phone 866-307-2977 Fax 614-553-6164 gmb-sps-organon@cordlogistics.com</p>	<p>All other correspondence should be directed to:</p> <p>Organon National Service Center 844-674-3200</p>
<p>Manufacturer at such website, phone number, or address as is communicated by Manufacturer.</p>	<p>Manufacturer at such website, phone number, or address as is communicated by Manufacturer.</p>

11. DROP SHIPMENTS

A. Pharmaceutical Products

- i. Pharmaceutical Products are generally not available for Drop Shipment.

- ii. If supply is low, Manufacturer may prohibit or restrict routine replenishment orders to Direct Purchasing Customers. If this occurs, Manufacturer may allow Drop Shipments to the Clients of a Direct Purchasing Customer on behalf of the Direct Purchasing Customer, billing the Direct Purchasing Customer at the prices in effect when such Drop Shipments are ordered.
- iii. Manufacturer reserves the right to limit the fulfillment of Drop Shipment orders.
- iv. It is the sole responsibility of the Direct Purchasing Customer to ensure that the Client of the Direct Purchasing Customer is fully licensed to receive Pharmaceutical Products.

12. DATED PRODUCTS

All Products carry expiration dates, which may be greater than or less than one year from the date of Product shipment. Products shall not be used after the expiration date printed on the Product label.

13. FORMULAE

The formulae shown in the Manufacturer Catalog are those in use at the time of publication. Manufacturer reserves the right to make changes without notice whenever advances in medical science or therapeutic knowledge justify such action. Such changes and those made necessary by revisions of the USP–NF standards make it necessary that customers be cautioned to rely on the label statements appearing on the package rather than the Manufacturer Catalog information.

14. LIABILITY

- A. Manufacturer will assume the pharmacist's defense and possible judgment liability that might result against the pharmacist in connection with a lawsuit arising solely out of the dispensing (excluding immunization or administration by a pharmacist or anyone on pharmacist's behalf) of a Product if the following conditions are met:
 - i. A physician prescribed a Product or a drug product by generic name or other brand name, and the pharmacist properly filled the prescription with a Product; and
 - ii. The pharmacist cooperates fully in the defense of any lawsuit.
- B. Manufacturer will NOT assume the pharmacist's defense and possible judgment liability if any of the following conditions apply:
 - i. The lawsuit alleges negligence on the part of the pharmacist (including, without limitation, a claim that the pharmacist provided or failed to provide oral or written information or warnings about the Product, or if the pharmacist misrepresented or extended our warranty to the patient/customer); or
 - ii. The pharmacist dispensed another manufacturer's product in filling a prescription written for a Product.

15. WARRANTY

Manufacturer warrants that, at the time of shipping, Products will, in all material respects, have been manufactured in conformance with current good manufacturing practices as set forth in Title 21 of the Code of Federal Regulations effective at the time of manufacture, and will not be manufactured, sold or shipped in

violation of any applicable federal, state, or local laws or regulations in any material respect. This warranty is in lieu of all other warranties, express or implied, and all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

16. PRODUCT FOR RETURN (“RETURN POLICY”)

A. General

- i. All returns must comply with federal and state laws and regulations, including, but not limited to, the Prescription Drug Marketing Act.
- ii. All returns must be accompanied by a Return Authorization (RA). To obtain an RA number, please send an email to GMB-SPS-ReturnRequests@cordlogistics.com . In addition, there are forms located at www.organonconnect.com to accompany your return of product. The link to the forms can be found here:
[Organon-Expired-Product-Return-Form-for-Client-of-Wholesaler-Distributor.pdf](http://www.organonconnect.com/Organon-Expired-Product-Return-Form-for-Client-of-Wholesaler-Distributor.pdf)
[Organon-Expired-Product-Return-Form-for-Direct-Customer.pdf](http://www.organonconnect.com/Organon-Expired-Product-Return-Form-for-Direct-Customer.pdf) (www.organonconnect.com)
- iii. Direct Purchasing Customers are not permitted to accept return of Product from Clients of Direct Purchasing Customers and must instruct Clients of Direct Purchasing Customers to make their returns directly to the Manufacturer, in accordance with Manufacturer’s written instructions.
- iv. Manufacturer representatives are not permitted to pick up merchandise for return. Manufacturer representatives may provide information about this Return Policy; however, the ultimate decision and responsibility for selecting the items and making the return rest with the Direct Purchasing Customer or Client of Direct Purchasing Customer.
- v. All Product identified for return by Direct Purchasing Customer or Client of Direct Purchasing Customer must be returned to Manufacturer in accordance with Manufacturer’s written instructions for destruction by Manufacturer or its designated agent. Direct Purchasing Customers or Clients of Direct Purchasing Customers may not destroy Product.

B. Qualification for Reimbursement

- i. To be eligible for Reimbursement, returned Products must be returned in their original containers bearing the original label. The original outer packaging is not required providing the product is in a sealed container.
- ii. The period for which Manufacturer will accept Products for reimbursement (the “Product Returns Window”) is measured as follows:
 - a. Pharmaceutical Products purchased by Direct Purchasing Customers Products purchased by Distributors are eligible for reimbursement if they are **received** by Manufacturer, or its designated agent 180 days before the Product expiration date to 1 year after the Product expiration date.
 - b. Manufacturer recommends returning parties not return Product before the first day of the Product Returns Window and not later than 15 Business Days before the end of the applicable Product Returns Window.

c. Product **received** by Manufacturer, or its designated agent outside of the applicable Product Returns Window will be accepted for destruction only.

iii. The following will **not** be eligible for reimbursement:

- a. Products labeled, marked, or sold as non-returnable;
- b. Products returned in damaged condition (broken vials, broken tablets);
- c. Opened liquids, vials, granules, cartridges, and activated injectables, except as provided in Section 16.E.;
- d. Partially dispensed lotions, ointments, tubes, creams, gels, ampoules, and syringes except as provided in Section 16.E.;
- e. Products that have been involved in a fire or obtained in a sacrifice or bankruptcy sale;
- f. Products labeled as samples or free goods or repackaged Products;
- g. Product that is not in its original container or not bearing its original label. If Product is contained within an outer packaging, the original outer packaging is not required providing the product is in a sealed container;
- h. Product that Manufacturer determines, in its sole discretion, is otherwise adulterated or mis-branded;
- i. Products returned by other than a Direct Purchasing Customer, Client of a Direct Purchasing Customer, or Reverse Distributor;
- j. Product illegally imported into the Territory;
- k. Counterfeit goods and/or diverted product; or
- l. Product in which the lot number and/or expiration date is missing, illegible, covered, and/or unreadable on original container.

C. Returning Party Instructions

- i. Return Products are to be sent by the returning party to Manufacturer in accordance with Manufacturer's written instructions.
- ii. All returns must be accompanied by such returns documentation as Manufacturer specifies in writing. Failure to provide any returns documentation required by Manufacturer may result in no reimbursement for returned Product.
 - a. All required returns documentation is available by calling the Manufacturer at such phone number as is specified by Manufacturer.
 - b. There are different forms for Direct Purchasing Customers and Clients of a Direct Purchasing Customer
- iii. Shipments spanning multiple containers must have each carton clearly numbered (e.g., 1 of 10, 2 of 10, etc.).
- iv. The returning party will pay transportation charges. Manufacturer will not pay or give credit for transportation, service, handling, or processing fees.
- v. If a Reverse Distributor returns Product for multiple customers (e.g., multiple Direct Purchasing Customers or multiple Clients of Direct Purchasing Customers) in a single container, the returned Product and accompanying return forms must be segregated by customer, to enable Manufacturer or its designated returns processor to calculate proper reimbursement to each Direct Purchasing Customer or Client of a Direct Purchasing Customer.

D. Manufacturer Administration of Reimbursement

- i. Only those Products that conform to the foregoing requirements will be accepted for reimbursement. The credit memorandum, if applicable, will list each Product accepted for return and the amount of reimbursement. Products not accepted for reimbursement will not be returned to the returning party but will be destroyed.
- ii. The basis for determining reimbursement for Direct Purchasing Customer, if applicable, will be the price that appears on the invoice at the time of sale of the Product being returned. Manufacturer reserves the right to adjust or eliminate the amount of reimbursement at Manufacturer's sole discretion.
- iii. The basis for determining reimbursement for Client of the Direct Purchasing Customer, if applicable, will be the lowest price available to the Client of the Direct Purchasing Customer 18 months before the date that Manufacturer, or its designated returns processor, receives the return. Manufacturer reserves the right to adjust or eliminate the amount of reimbursement at Manufacturer's sole discretion
- iv. For Products in tablet form, reimbursement will be given based on the number of actual tablets returned, not to exceed the number of tablets that were packaged in the original container.
- v. The form of reimbursement is generally as follows:
 - a. If the returning party is a Direct Purchasing Customer and the returned Products were purchased directly from Manufacturer, then reimbursement for returned Products will be issued in the form of a credit memo on the Manufacturer account, which may be applied against any purchase.
 - b. If the returning party is not a Direct Purchasing Customer or the returned Products were not purchased directly from Manufacturer, then Manufacturer's preferred form of reimbursement will be a credit memo through the returning party's designated Distributor; however, Manufacturer, in its sole discretion, may provide reimbursement via a check to the returning party.
 - c. Manufacturer will not provide reimbursement for Product to a Reverse Distributor but will instead provide reimbursement to the Direct Purchasing Customer or Client of the Direct Purchasing Customer on behalf of whom the Reverse Distributor returned the Product.
 - d. Manufacturer will not provide information to a Reverse Distributor regarding reimbursement provided to a Direct Purchasing Customer or Client of the Direct Purchasing Customer.

E. Returned Product from North Carolina, Mississippi, or Georgia

- i. Product purchased by a Direct Purchasing Customer or Client of a Direct Purchasing Customer located in Georgia, Mississippi, or North Carolina shall be subject to the Return Policy set forth elsewhere in these Standard Terms and Conditions of Sale for Organon LLC, except that:
 - a. Partial package returns of liquids, vials, granules, cartridges, and activated injectables, dispensed lotions, ointments, tubes, creams, gels, ampoules, and syringes shall be eligible for reimbursement. The basis for reimbursement shall be the percentage of Product returned based on the following best estimate:

1. nearly full or full equates to 100% credit;
2. half and up to three quarters full equates to 75% credit;
3. one-quarter and up to half full equates to 50% credit;
4. less than one-quarter full equates to 25% credit; and
5. almost empty equates to 0% credit.

b. Reimbursement for returned Product will be issued within sixty (60) days from the date that Manufacturer, or such returns processor as designated by Manufacturer receives the Product and all necessary return documentation. If the returned Product is not eligible for reimbursement, Manufacturer will notify the returning party in writing, within thirty (30) days of the receipt of the return, of Manufacturer's intent not to issue reimbursement.

- ii. In order to be eligible for the returns exceptions detailed in Section 16.E.i, above, Product purchased by a Direct Purchasing Customer or Client of a Direct Purchasing Customer located in North Carolina, Mississippi, or Georgia must be returned in a separate container(s) from any other Product and accompanying return forms must be segregated. The container and associated paperwork must clearly be labeled as **"product return from Georgia, Mississippi, or North Carolina."** If the returning party fails to properly segregate and label returns from Georgia, Mississippi, or North Carolina, then the exceptions detailed in Section 16.E.i shall not apply.

17. SUPPLEMENTAL RETURN PROGRAMS

A. Certain Product that is not eligible for return under the Return Policy in Section 16 may be eligible for return pursuant to Manufacturer's supplemental return programs.

B. Supplemental Return Program for NEXPLANON® (etonogestrel implant) - Further information regarding the Supplemental Return Program for NEXPLANON is available by calling C3i Solutions at 800-293-5979

C. Abandoned Unit Program for NEXPLANON® (etonogestrel implant) - Further information regarding the Abandoned Unit Program for NEXPLANON is available by calling the applicable dispensing specialty pharmacy, either Caremark, LLC at 855-324-2566 or Accredo Health Group, Inc. at 855-788-4220.

D. Supplemental Return Program for RENFLEXIS® (infliximab-abda) - Further information regarding the Supplemental Return Program for RENFLEXIS is available by calling C3i Solutions at 800-681-7022.

E. Supplemental Return Program for ONTRUZANT® (trastuzumab-dttb) - Further information regarding the Supplemental Return Program for ONTRUZANT is available by calling C3i Solutions at 866-866-0154

Manufacturer reserves the right to modify or cancel any of the foregoing supplemental return programs at any time.

18. PRODUCT RECALLS

Direct Purchasing Customers agree to fully cooperate in implementing any recall or withdrawal of Product deemed necessary by Manufacturer. Manufacturer will notify Direct Purchasing Customers in the event of a Product recall or withdrawal and will provide instructions on how to assist in returning all affected Product and communicating with Clients of Direct Purchasing Customers regarding the recall or withdrawal. Manufacturer, in its sole discretion, shall determine what, if any, recall services are required and shall make such determination on a recall-by-recall basis.

Manufacturer shall compensate Distributors for expenses incurred for recall services directly related to Distributor's inventory of the recalled Product and dissemination of recall information to Clients of Direct Purchasing Customers, to the extent requested by Manufacturer's recall notice. The amount of such compensation shall be determined by Manufacturer, in its sole discretion. Distributors requesting reimbursement for recall activities must submit their request, on the Manufacturer's Recall Reimbursement Form, within 60 days after the date on which Manufacturer sends Distributor the Manufacturer's Recall Reimbursement Form, but in any event no later than one year after Manufacturer's recall notice. The Manufacturer's Recall Reimbursement Form may be obtained by contacting Manufacturer at such phone number as is communicated by Manufacturer.

19. STORAGE AND HANDLING

- A.** Direct Purchasing Customers taking physical possession of Products are fully responsible for complying with all applicable federal, state, and local laws and regulations relating to the storage, handling, and distribution of such Products, including, without limitation, any laws applicable to the distribution of controlled substances. Furthermore, Direct Purchasing Customer represents and warrants that it has, and will maintain at all times, the proper license or licenses required to receive, handle and store Product.
- B.** Direct Purchasing Customers shall take such precautions as are necessary to prevent Product from being in the possession of those who may not lawfully possess or handle Product, and fully comply with all applicable local, state, and federal laws and regulations.
- C.** Direct Purchasing Customers shall immediately report in writing to Manufacturer any in-transit loss or shortage of Product including controlled substances.
- D.** Direct Purchasing Customers shall report in writing to Manufacturer, subject to applicable federal and state laws and regulations, any administrative, civil, or criminal action by local, state or federal authorities against Direct Purchasing Customers, its officers, or employees, regarding alleged violations of the Controlled Substance Act of 1970, as amended or other comparable legislation, and shall provide Manufacturer with complete information concerning the disposition of such action.
- E.** Direct Purchasing Customers warrant and agree not to stock any counterfeit goods, diverted Product, Product that is illegally imported into the Territory, expired Product, or Product that has been used, opened, repackaged, or otherwise tampered with.
- F.** Eligibility to purchase any Product considered to be a controlled substance shall be limited to those Direct Purchasing Customers that have (i) completed Manufacturer's Controlled Substances Handling and Suspicious Order Monitoring Questionnaire (the "Questionnaire"), including any revised or updated version thereof that Manufacturer may issue from time to time in its sole discretion, or (ii) submitted such other responsive documentation of Direct Purchasing Customer's controlled substance compliance program that is otherwise acceptable to Manufacturer, in its sole discretion. Notwithstanding anything to the contrary in these Standard Terms and Conditions of Sale for Organon LLC, Manufacturer shall have the right to refuse to sell controlled substances to any Direct Purchasing Customer or to place reasonable restrictions on Direct Purchasing Customer's purchases of controlled substances if (i) Manufacturer reasonably determines, in its sole discretion, the Direct Purchasing Customer has provided an incomplete, inaccurate, deficient, or otherwise unsatisfactory response or information in the Questionnaire or other related documentation, or (ii) Manufacturer reasonably determines, in its sole discretion, that the Direct Purchasing Customer is handling, storing, or distributing controlled substances in a manner that is not compliant with applicable law or that otherwise creates the appearance of non-compliance, until such time as Manufacturer is able to investigate the matter and make a final determination, or (iii) Manufacturer reasonably determines, in

its sole discretion, that Direct Customer is not compliant with any applicable EDI requirements in Direct Customer's ADR Agreement with Manufacturer, irrespective of any grace periods that may have been extended to Direct Customer, in Manufacturer's 's sole discretion.

20. CHARGEBACK POLICY FOR DISTRIBUTORS

Policies and procedures specific to chargebacks are set forth in Appendix A as part of these Standard Terms and Conditions of Sale for Organon LLC

21. FORCE MAJEURE

Neither Manufacturer nor Direct Purchasing Customer shall be liable for delay or failure of performance occasioned by causes beyond its control, including, but not limited to, acts of God or the public enemy, civil unrest, riots, acts of terrorism, declared or undeclared wars, fires, floods, unusually severe weather, earthquakes, or volcanoes ("Force Majeure Event"). If either party is affected by a Force Majeure Event, the affected party shall give the other written notice, which shall cause, without penalty to either party, all obligations under these Standard Terms and Conditions of Sale for Organon LLC to be immediately suspended for a period of sixty (60) days.

22. COMPLIANCE WITH LAW

Direct Purchasing Customers and Clients of a Direct Purchasing Customer shall comply with all federal, state, local, and other applicable laws and regulations including, but not limited to, the provisions at 42 C.F.R. § 1001.952(h)(1) relating to the reporting of discounts. Direct Purchasing Customers and Clients of a Direct Purchasing Customers agree, to the extent required under applicable federal or state laws, to accurately report to private and governmental third-party payors and others the net effective price, and any other information that must be disclosed under applicable law, for each Product purchased.

23. AGREEMENT, ORDER OF PRECEDENCE, AND MODIFICATION

An order of Product from Manufacturer by a Direct Purchasing Customer signifies Direct Purchasing Customer's agreement to be bound by these Standard Terms and Conditions of Sale for Organon LLC. The terms herein take precedence over any conflicting or inconsistent terms contained in any other quotation, purchase order, acknowledgement, invoice, or other document issued by anyone other than Manufacturer except as otherwise provided expressly herein. Any terms or conditions proposed by any party other than Manufacturer that are inconsistent with, or in addition to, these Standard Terms and Conditions of Sale for Organon LLC shall be void and of no effect unless Manufacturer agrees to such terms and conditions in writing signed by Manufacturer. No additional terms are implied by usage of trade, by course of dealing, or by course of performance. Notwithstanding anything to the contrary in this Section, Manufacturer has the unilateral right to modify these Standard Terms and Conditions of Sale for Organon LLC at any time at its sole discretion.

24. SEVERABILITY

If any provision or clause of these Standard Terms and Conditions of Sale for Organon LLC conflicts with the governing law or if any court of competent jurisdiction holds invalid any provision or clause of the Standard Terms and Conditions of Sale for Organon LLC, then such provision shall be deemed modified to reflect as nearly as possible the parties' intent. The remainder of the Standard Terms and Conditions of Sale for Organon LLC shall remain in full force and effect.

25. GOVERNING LAW AND JURISDICTION

The law of the Commonwealth of Pennsylvania, exclusive of its choice of law rules and the Convention for the International Sale of Goods (if otherwise applicable), shall govern these Standard Terms and Conditions of Sale for Organon LLC. Direct Purchasing Customer (or Client of a Direct Purchasing Customer) agrees to submit to the jurisdiction of any competent federal or state court sitting in Pennsylvania.

**STANDARD TERMS AND CONDITIONS OF SALE - PHARMACEUTICAL
PRODUCTS DISTRIBUTED BY ORGANON LLC POST SPIN-OFF TRANSACTION
APPENDIX A**

**CHARGEBACK POLICY APPLICABLE TO WHOLESALERS
AND PHYSICIAN DISTRIBUTORS**

April 5, 2021

This Chargeback Policy applies to chargeback claims submitted to Organon LLC, a subsidiary of **Organon & Co., Inc.**, for itself and on behalf of its subsidiaries and/or Affiliates, (together, for purposes of this Appendix A only (collectively, "Organon" or "Manufacturer"). As a condition of purchasing Product directly from Manufacturer, Distributor

acknowledges and agrees to participate in the electronic submissions of chargeback claims for all Manufacturer contracted customers (unless otherwise prohibited through the terms of an existing written agreement with Manufacturer) and to adhere to this Chargeback Policy. Distributor acknowledges and agrees that, in addition to any other remedies available under applicable law, any breach by the Distributor of this Chargeback Policy may result in Distributor's disqualification from the list of Distributors eligible to submit chargeback claims.

1. This Appendix A, Chargeback Policy Applicable to Wholesalers and Physician Distributors ("Chargeback Policy") is incorporated by reference as a part of the Standard Terms and Conditions of Sale—Pharmaceutical Products Distributed by ORGANON LLC POST SPIN-OFF TRANSACTION ("Standard Terms and Conditions"). The definitions in the Standard Terms and Conditions apply to this Chargeback Policy unless otherwise noted. **These provisions of this Chargeback Policy shall be in addition to all other requirements set forth in the Standard Terms and Conditions of Sale— Pharmaceutical Products.**
2. Distributors are required to electronically submit EDI 844, EDI 845, and EDI 849 files to participate in the Chargeback Policy. Further, Distributor must demonstrate Distributor's capability to transmit all EDI data sets (including without limitation, EDI 844/845/849) to Organon's satisfaction and in Organon's sole discretion, before Distributor will be considered eligible to participate in this Chargeback Policy. Distributor is required to provide Manufacturer, or its designated third party (or third parties) acting on its behalf, redacted EDI 844, EDI 845, and EDI 849 files as a prerequisite to initiate EDI testing.
 - a. Distributors must be able to accept EDI 845 files in excess of 10,000 records at a contract level.
 - b. Distributors must submit only contracted sales in their EDI 844 files. Manufacturer will not accept non-contracted or zero-dollar chargeback claims in their EDI 844 files.
 - c. Distributors must be able to submit credit & rebill adjustments in their EDI 844 files. This includes adjustments originally priced at catalog now being priced on contract, as well as price adjustments across contracts.
3. Manufacturer will only pay a chargeback for designated products that Distributor has purchased directly from Manufacturer.

4. Manufacturer recognizes only one Group Purchasing Organization (“GPO”) affiliation per Eligible Customer.
5. Except as otherwise agreed to by Manufacturer in writing, Manufacturer, or its designated third party (or third parties) acting on its behalf, will provide Distributor with a list identifying customers eligible for contract prices (“Eligible Customers”). Manufacturer will not consider or provide any chargeback for sales to customers that are not Eligible Customers, and Distributor agrees not to seek any chargeback for sales to customers that are not Eligible Customers. Except as otherwise agreed to by Manufacturer in writing, in the event any conflict exists between Manufacturer's list of Eligible Customers and Distributor's list of Eligible Customers, Manufacturer's list shall govern.
 - a. In addition to the eligible customer lists provided by Manufacturer, or its designated third party (or third parties) acting on its behalf, via EDI 845, Distributor may rely on the HRSA website to determine 340B eligibility, rely on the VA and DoD rosters to determine federal eligibility, and rely on GPO rosters to determine commercial eligibility for their pharmacy participating members based on the contract class of trade. In the event any conflict exists between Manufacturer's determination of contract eligibility and Distributor's determination of contract eligibility, Manufacturer's determination shall govern. Manufacturer will not honor a chargeback for an entity if, after investigation, Manufacturer determines that the entity was not eligible for pricing under the contract.
6. Distributor must provide the invoice Ship To Customer via EDI 844 in order for Manufacturer, or its designated third party (or third parties) acting on its behalf, to validate and honor chargeback claims.
7. Distributor must provide 340B ID numbers to Manufacturer, or its designated third party (or third parties) acting on its behalf, in order to validate and honor claims from 340B, Apexus, and Afayxs customers. This information may be provided to Manufacturer, or its designated third party (or third parties) acting on its behalf, via EDI 844 or email.
 - a. Where Distributor is not able to submit 340B ID numbers via EDI 844, they must submit suffix Health Industry Numbers (HIN) for 340B, Apexus and Afayxs claims. In addition, Distributor must also provide the 340B ID numbers by Email in order for Manufacturer, or its designated third party (or third parties) acting on its behalf, to validate and honor these claims.
8. Distributor agrees to load and keep current in its systems all information provided by Manufacturer, or its designated third party (or third parties) acting on its behalf, for purposes of honoring the lowest Manufacturer contract pricing and submitting accurate chargeback claims for each Eligible Customer, including, but not limited to, all information provided by Manufacturer, or its designated third party (or third parties) acting on its behalf, via EDI 845 transmission (i.e., list of Eligible Customers, contract prices, etc.). Updates to contract prices that are offered as a discount off of Manufacturer catalogue prices will be sent via EDI 845 on the same day that revised catalogue prices take effect and shall be effective that same day. Except as otherwise agreed to by Manufacturer in writing, Distributors that submit chargeback claims based on contract information provided by third parties assume the risk that such chargeback claims may not be honored.
9. Any Distributor fee(s) payable by Eligible Customer to Distributor shall be determined solely by the Distributor and the Eligible Customer. Any such Distributor fee(s) shall be in addition to and separate from Manufacturer contract prices. Manufacturer shall not participate in the negotiations of such Distributor fee(s) between Distributor and the Eligible Customer. Any charges for shipping cost from Distributor to customer will be the responsibility of the Distributor and the Eligible Customer.
10. Distributor agrees to release to Manufacturer or its designated third party (or third parties) acting on its behalf, only information regarding customers who have authorized the transmission of their information (i.e., DEA registration numbers) to and from Manufacturer or its designated third party (or third parties) acting on its behalf, and the Distributor, where such authorization is required by law.
11. Manufacturer, or its designated third party (or third parties) acting on its behalf, must receive all chargeback claims within sixty (60) calendar days of Distributor's original invoice date to the customer. Manufacturer will not consider for reimbursement any chargeback claims that Manufacturer or its designated third party (or third parties) acting on its behalf, receives after sixty (60) calendar days of Distributor's original invoice date to the customer.

12. After a Product is sold by Distributor to an Eligible Customer of Manufacturer, Distributor must submit a chargeback claim for the difference between the Organon catalogue price for the Product and the contract price at which it was sold to the Eligible Customer. The contract price and Organon Catalogue price used to determine chargeback claims shall be those in effect at the time the product is sold by Distributor to the Eligible Customer.
13. The Distributor must report to Manufacturer or its designated third party (or third parties) acting on its behalf, all credits and invoice adjustments that relate to sales previously claimed for chargeback.
14. All chargeback claims must be submitted to Manufacturer or its designated third party (or third parties) acting on its behalf, via electronic data interchange (EDI 844) on a consistent periodic basis (either daily, weekly, or monthly). It is the responsibility of the Distributor to notify Manufacturer in advance of any changes in address or personnel that could impact the timely resolution of chargeback claims. To be set up to submit chargeback claims via EDI, please contact Organon as referenced in paragraph 23.
15. Reconciliation notices associated with the research and settlement of chargeback claims will be returned to the Distributor via EDI 849. Chargeback claims that are accepted will be credited to the Distributor's account.
16. Resubmission of any rejected or partially paid chargeback claims must be made to Manufacturer or its designated third party (or third parties) acting on its behalf, within 120 calendar days after the date of the EDI 849 reconciliation notice. The right to dispute ceases after this 120-day period. Any line item in dispute must be clearly identified and accompanied with documentation to support the additional request for review.
 - a. **Autodeduction is not** an accepted method for receiving credit on chargeback claims or resolving chargeback disputes. **Chargeback resubmission is the exclusive means** for resolving variances for disputed claims. The acceptance by Manufacturer of any payment that includes an autoduction related to chargebacks does not represent accord and satisfaction of the chargeback claim.
17. **Pricing Corrections Submitted by Distributor.** Distributor shall submit to Manufacturer or its designated third party (or third parties) acting on its behalf, all corrections to Manufacturer contract pricing (manual debits, credit/rebills, or other), for any reason, within 365 calendar days after the date of the original invoice for the particular transaction between the Distributor and the customer. The requirement for Manufacturer to accept a correction to Manufacturer contract pricing submitted by Distributor after this 365-day period shall be at the sole discretion of Manufacturer. The preferred method of correcting a contract price discrepancy shall be to reverse the original invoice (chargeback) and rebill with the correct amount.
18. **Pricing Corrections Submitted by Manufacturer.** Distributor shall process all corrections to Manufacturer contract pricing (manual debits, credit/rebills, or other), for any reason, that are submitted by Manufacturer or its designated third party (or third parties) acting on its behalf, to Distributor within 365 calendar days after the date of the original invoice of the particular transaction between the Distributor and the customer. The requirement for Distributor to process a correction to Manufacturer contract pricing after this 365-day period shall be at the sole discretion of Manufacturer. Corrections to contract pricing submitted by Manufacturer that affect Manufacturer's pricing calculations for any government program shall not be limited to this 365-day period and must be processed by Distributor regardless of when submitted. The preferred method of correcting a contract price discrepancy shall be to reverse the original invoice (chargeback) and rebill with the correct amount.
19. Distributor must notify Manufacturer or its designated third party (or third parties) acting on its behalf, of any contract price pharmaceutical merchandise returned to the Distributor by an Eligible Customer and which is restocked by Distributor, for whatever reason, by reporting such merchandise to Manufacturer or its designated third party (or third parties) acting on its behalf, as a negative chargeback within five (5) business days of the return to Distributor.
20. In any dispute, action, or proceeding regarding the validity or amount of chargeback claims, the Distributor will have the burden of proving the validity and amount of such claims.

21. The Distributor must maintain records of sales transactions for which chargebacks are claimed for at least twenty-four (24) months after chargeback submission. On request by Manufacturer, Distributors must submit copies of all relevant invoices and other documentation. Manufacturer reserves the right, on reasonable notice and during normal business hours, to audit the books and records of Distributors submitting chargeback claims.
22. All information concerning the price of Manufacturer Products and discounts that are made available to purchasers of such Products is confidential. Such information will not be used by Distributor for any purpose other than calculating and submitting chargebacks and such information will not be disclosed to any third party without the written consent of Manufacturer.
23. All customer communication or correspondence relative to chargeback claims should be directed to.

IntegriChain
organoncontracting@integrichain.com
8 Penn Center, 1628 John F Kennedy Blvd Suite 300,
Philadelphia, PA 19103

24. The terms herein take precedence over any conflicting or inconsistent terms contained in any other quotation, purchase order, acknowledgement, invoice, or other document issued by anyone other than Manufacturer except as otherwise provided expressly herein. Any terms or conditions proposed by any party other than Manufacturer that are inconsistent with, or in addition to, the terms of this Chargeback Policy shall be void and of no effect unless Manufacturer agrees to such terms and conditions in writing signed by Manufacturer. No additional terms are implied by usage of trade, by course of dealing, or by course of performance. Notwithstanding any provision above, Manufacturer reserves the right to change the terms of this Chargeback Policy at any time at its sole discretion.