

Ascensia Diabetes Care US Inc.
Ascensia Independent Retail Rebate Program Agreement

ATTACHMENT A

ASCENSIA INDEPENDENT RETAILER REBATE PROGRAM TERMS
(As of May 1, 2025)

Below are the terms and conditions of the Ascensia Independent Retailer Rebate Program (the “Program Terms”). Program Terms may be amended at any time and from time to time at Ascensia’s discretion, without the consent or approval of Retailer.

Section 1 - Definitions

The terms in this Attachment A shall have the meanings set forth in this Section 1. Terms not defined within the Program Terms shall have the meanings set forth in the Retailer’s Independent Retail Rebate Program Agreement with Ascensia:

(a) “Authorized Ascensia Wholesaler” is defined as a wholesaler or distributor of Ascensia Products authorized by Ascensia that purchase Ascensia Products directly from Ascensia under the terms and conditions of a separate written agreement between the wholesaler or distributor and Ascensia for resale and/or distribution of such Ascensia Products to Retailer and other retail sellers of Ascensia Products authorized by Ascensia.

(b) “Ascensia Products” or “Products” are defined as the products listed in Table 1.

Table 1.

Ascensia Products	Product Number	NDC Code	Rebate Amount
CONTOUR® Test Strips 50s	7080	0193-7080-50	\$48.30
CONTOUR@NEXT Test Strips 50s	7311	0193-7311-50	\$48.30
CONTOUR@NEXT Test Strips 100s	7312	0193-7312-21	\$96.60
CONTOUR@PLUS Test Strips 50s	7584	0193-7584-50	\$9.05

(c) “Claims Processor” shall mean the Medicare Part B claims submission service and/or clearinghouse that is on the list of Ascensia-approved Program Claims Processors at the time that Retailer submits applicable claims and receives applicable payments for Ascensia Products, which list may be revised by Ascensia at any time and from time to time at Ascensia’s sole discretion. All decisions related to approval, denial and discontinuance of approved Program Claims Processors are at the sole discretion of Ascensia. For a then current list of Claims Processors, contact Ascensia.

(d) “End-user” is defined as a patient in the Territory with diabetes whose diabetes management supplies, including Ascensia Products, are covered as a medical benefit by Medicare Part B.

(e) “Eligible Participant” is defined as a brick and mortar pharmacy and/or durable medical equipment company with a valid NPI number that sells such Ascensia Products to End-users, provided that such pharmacy or company must have at least one with a maximum of six physical retail locations in the United States. Ascensia, in its sole discretion, on a case by case basis, may grant exceptions to the eligibility standards, including, but not limited to, exceptions related to the maximum number of physical retail locations. The maximum number of physical locations may be revised by Ascensia at any time and from time to time at Ascensia’s sole discretion. Physical locations must maintain a physical inventory of Ascensia Products and utilize a valid Claims Processor.

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(f) “Enrollment Date” is the later of the Effective Date of the Retailer’s Independent Retailer Rebate Program Agreement with Ascensia and the first day of the month following the date that all arrangements have been completed, in Ascensia’s determination, for Ascensia to receive Retailer’s Sales Tracing Information and for the Program rebate payer and/or processor to issue rebate payments to Retailer.

(g) “Rebate” is defined as the rebate issued by Ascensia to Retailer in connection with the Ascensia Products in connection with the Program. Ascensia in its sole discretion may determine whether to issue the Rebate in the form of a credit.

(h) “Rebate Amount” is defined as the applicable amount set forth in Table 1 under the definition of Ascensia Products.

(i) “Sales Tracing Information” shall mean the information, in an NCPDP format, including but not limited to the monthly sales for each unit of Ascensia Products sold to End-users and submitted to CMS for Medicare Part B reimbursement, and all in the format and within the timeline requested by Ascensia or its representative.

(j) “Territory” shall mean the fifty states of the United States, the District of Columbia and Puerto Rico.

Section 2 – Program Eligibility

At all times during Retailer’s participation in the Program, in order to participate in the Program, Retailer must satisfy all of the following requirements:

- (a) Be an Eligible Participant,
- (b) Have in place a current and effective Ascensia Independent Retail Rebate Program Agreement,
- (c) Have a current, valid and enforceable arrangement in place with an Authorized Ascensia Wholesaler for the purchase of Ascensia Products.
- (d) Have a current, valid and enforcement agreement in place with a Claims Processor. Retailer shall immediately notify Ascensia in writing upon (a) any modification of Retailer’s agreement with its Claims Processor, (b) any change in the Claims Processor, and/or (c) any change in status of the Claim Processor.
- (e) Provide any and all information requested by Ascensia and/or its rebate program payer(s) and/or Claims Processor(s) in connection with the verification of rebate amounts and the payment of rebates under the Program and provide prompt notice of any and all updates and corrections to such information. Information may include, but is not be limited to, Retailer’s ACH payment information.
- (f) Be a party to current, valid and enforceable agreements with the Centers for Medicare & Medicaid Services concerning Medicare Part B reimbursement and shall continue to be a party to such agreement(s) at all times.
- (g) Hold CMS accreditation in good standing or a determination that Retailer is exempt from CMS accreditation.

Section 3 – Applicable Claims and Rebates

Rebates available under the Program apply only with respect to claims:

- (a) for Ascensia Products that Retailer sells to End Users on or after the Retailer’s Enrollment Date;
- (b) Pursuant to which Retailer has accepted Medicare assignment, processed and submitted all Medicare paperwork on behalf of End-user, including submitting a claim for such Ascensia Products to the Medicare Part B claims contractor and accepting reimbursement from Medicare and the End-user, as per then current Medicare guidelines approved by CMS,
- (c) Where the Retailer is eligible to participate in the Program and is enrolled in Medicare in good standing on the date that Retailer submits the claim for the Product to the Medicare Part B program, submits Sales Tracing Information to the Program and the date that Retailer last receives payment from the Program for the Product.

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Claims Processor, on behalf of Retailer, shall timely forward Sales Tracing Information electronically to Ascensia on a monthly basis as described in these Program Terms or as otherwise requested by Ascensia. Retailer shall be responsible for the accuracy of all Sales Tracing Information submitted to Ascensia, including any claim reversals for previously requested Rebates.

Ascensia will provide Rebates to Retailer only for those eligible sales that qualify for a Rebate under the terms of Program, and for which Sales Tracing Information acceptable to Ascensia is timely provided.

Retailer represents and warrants that it has the authority to release data to the Claims Processor and to Ascensia, if applicable. Retailer further represents and warrants, that no protected health information as defined under federal or state health care privacy laws and no other identifiable patient health information shall be transmitted to Ascensia.

Retailer shall defend, indemnify and hold Ascensia harmless from all claims (including attorneys' fees and costs) brought by any third party regarding claims data ownership, a breach of any data privacy and security regulations related to Retailer or Claims Processor submitting protected health information or other patient health information to Ascensia, and/or the right to provide such data through the Claims Processor to Ascensia.

Retailer agrees to notify in writing the Claims Processor, within forty-eight (48) hours from the Effective Date, of authorization to release Medicare Part B transaction data, including, without limitation, Sales Tracing Information, to Ascensia during the Term to allow Ascensia to process Rebates on Ascensia Products to Retailer.

Ascensia will rebate Retailer's headquarter account, as indicated to the Ascensia approved payment service provider (hereinafter "Payment Processor"), for the Rebate Amount for each box of Ascensia Product(s) sold and/or distributed by Retailer to an End-user with respect to each sale or distribution that complies with the terms and conditions of the Program and the Agreement.

Ascensia will use commercially reasonable efforts to issue rebates within sixty (60) days from Ascensia's receipt of Claims Processor monthly report with complete Sales Tracing Information. Notwithstanding anything to the contrary, the parties acknowledge and agree that the first six (6) months following the Enrollment Date is a ramp up period during which the payment of Rebates may be delayed beyond the targeted sixty (60) day time frame. No interest, late fees or other late payment penalty shall be due or payable with respect to any payment of any rebates under this Agreement.

Retailer may claim credits/rebates on a monthly basis by providing Sales Tracing Information through the Claims Processor directly to Ascensia and in a format acceptable to Ascensia. Claims for rebates shall not be honored (i) in connection with any Product that is not acquired by Retailer from an Authorized Ascensia Wholesaler; (ii) in connection with any sale unless it is a sale of Product by Retailer to an End User; (iii) any sale outside the Territory, (iv) any sale for which Retailer does not submit a valid and complete claim to Medicare Part B, (v) if complete Sales Tracing Information with respect to the claims is not submitted to Ascensia within one hundred-twenty (120) days after Retailer's sale and/or distribution of Ascensia Products to End-user; (vi) for duplicate claim(s) information; or (vii) for sales to End-Users or claims to Medicare Part B that are reversed or cancelled. Retailer agrees that Ascensia shall be responsible only for rebates due to Retailer based on submission of claim submission transaction data, including, without limitation, Sales Tracing Information, as submitted to Ascensia on a monthly basis by the Claims Processor. Any dispute regarding the accuracy of the claim submission transaction data shall be resolved between the Retailer and the Claims Processor.

Provided that Retailer complies with all the requirements of the Agreement and the Program and submits data to Ascensia, through the Claims Processor, Ascensia will provide a rebate to Retailer based on the Rebate Amount per Product as set forth in Table 1 for Ascensia Products purchased by Retailer directly from an Authorized Ascensia Wholesaler.

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If Sales Tracing Information submitted to Ascensia by Retailer or through the Claims Processor is insufficient to support the claimed credits/rebates for sales to End-users or if Ascensia's periodic audits, as detailed in Agreement, fail to substantiate such information, Ascensia will so notify Retailer who shall then have thirty (30) days from the date of such notification to provide any additional documentation. If Ascensia does not receive documentation that Ascensia determines in its sole discretion is sufficient to support the claimed Rebates within this thirty (30)-day period, Ascensia may, in its sole discretion, adjust the credits/rebates to be issued to Retailer accordingly.

Ascensia, in its sole discretion, may delay processing and/or payment of Rebates for a time period determined in Ascensia's discretion in order to check for reversals and cancellations of sales prior to processing and/or paying Rebates in connection with such sales.

No Rebate is available under the Program with respect to Products that Retailer sells on or through third-party websites or for export outside the Territory. The Program applies solely with respect to Products sold by Retailer directly to and for final delivery to End-users in the Territory in circumstances where Retailer acquired the Product from Authorized Ascensia Wholesalers and submits a valid and complete claim for payment for the Product to Medicare Part B.

Retailer shall promptly notify Ascensia and issue a refund to Ascensia in the event of any overpayment of any Rebate by Ascensia, including, but not limited to, in connection with any sales that are cancelled, reversed or refunded and any Medicare Part B claims that are duplicates, reversed or submitted in error.

Section 4 – Payment Processing

Ascensia, in its sole discretion, may issue Rebates in the form of check, electronic check or ACH payment.

Payments will be made payable to Retailer according to the name of the legal entity on record with Ascensia. Payments will only be mailed to addresses in the United States and/or issued to accounts with United States banks.

It is the responsibility of Retailer to contact Ascensia for changes to their legal name and/or mailing address.

For ACH payments, it is the responsibility of Retailer to provide the Payment Processor, the program administrator, with accurate banking information including bank name, bank routing number, bank account number and any other required piece of information.

All payments issued in US dollars by a bank of Ascensia's choice.

Retailer agrees not to hold Ascensia responsible for any delay or loss of funds due to inaccurate and/or incomplete information provided to Ascensia by Retailer or their financial institution or due to an error made by the participant's financial institution in the process of depositing funds.

Section 5 – Products

Retailer recognizes the highly regulated nature of medical devices, including the Ascensia Products, which requires strict manufacturing, storage, shipment and handling requirements.

Ascensia, at its sole discretion, reserves the right to limit the number of Ascensia Products provided to Retailer during the term of this Agreement.

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Section 6 – Other

The Program is void where prohibited.