

**TERMS AND CONDITIONS FOR PARTICIPATION
IN THE MERCK SIVEXTRO STOCKING PROGRAM
JANUARY 2016**

Merck Sharp & Dohme Corp. ("Merck"), a subsidiary of Merck & Co., Inc., is pleased to provide the Merck Sivextro Stocking Program (the "MSSP"). The MSSP is designed to support access to patients prescribed SIVEXTRO.

The MSSP will provide health care professionals ("HCPs") and consumers with a means of identifying community pharmacies that provide SIVEXTRO® (tedizolid phosphate) within a geographic area.

The MSSP Provides:

- Community pharmacies enrolled in the MSSP ("Participants") will be listed in a directory that shall be made available to HCPs and consumers. The directory is expected to be made available through a Merck Web site(s). Merck may also make the information available through other means. The directory will include information provided by Participant including, but not limited to Participant's name, address, phone and fax number (if available). HCPs will be able to search or direct their patients to search for community pharmacies within their geographic location.
- Promotion of the MSSP Participant listing may also occur through Merck sales representatives in interested physician offices.

Enrollment Process:

The opportunity to participate in the MSSP is being made available by Merck to community pharmacies that meet the eligibility requirements defined below as determined by Merck. Enrollment in MSSP is acquired by going through a formal approval registration with Merck that includes: 1) completing the attached registration form and agreeing in writing to the MSSP terms and conditions (the "Terms and Conditions") as set forth herein; and 2) submitting state licensure for validation by Merck for each pharmacy location that you wish to be enrolled in MSSP.

Once you have completed the form and signed the Terms and Conditions, return the entire completed form and email the executed terms and conditions to Merck at: MSSP@merck.com. Upon Merck's approval of your application, you will be sent acknowledgement of your acceptance in MSSP. Upon your enrollment in the MSSP, participants are expected to notify all eligible Participant locations of the MSSP and its requirements as soon as reasonably possible.

MSSP Eligibility Requirements:

In order to become enrolled and maintain enrollment in MSSP, the Participant agrees to:

- a) Pharmacy agrees to maintain a minimum of one (1) 6ct blister packs of SIVEXTRO product at all times in each Participating location. In the event that filling a prescription results in a Participant no longer having one 6ct blister pack in stock, Participant shall restock SIVEXTRO within two business days.
- b) Make SIVEXTRO available to customers after receipt of a valid prescription order from a health care provider. The MSSP does not involve the purchase of SIVEXTRO from Merck. Participant is expected to purchase SIVEXTRO from its Authorized Distributor in accordance with such supplier's terms and conditions of sale.
- c) Participant agrees to adjudicate claims and provide billing services for patients who have insurance coverage for SIVEXTRO and whose insurer or other payor provides reimbursement to the patient (including, but not limited to, third party payors, Medicare Part D, Medicaid); and
- d) Comply with all applicable federal, state and local laws and regulations, including, but not limited to, the storage, handling, transportation, adverse event reporting, distribution and administration of SIVEXTRO to consumers.

Termination:

Merck reserves the right to terminate the MSSP at any time. Merck shall provide five (5) days prior, written notice of such termination to Participant by mail, fax or e-mail; however Merck reserves the right to immediately terminate Participant's enrollment in the event of a breach of the Terms and Conditions by Participant.

Participant may terminate enrollment in the MSSP at any time upon providing Merck with written notice via email at: MSSP@merck.com. Upon receipt of such notice, Merck shall remove Participant's contact information from all MSSP related materials within Merck's control and Web site as soon as reasonably possible.

Changes to the Program:

Merck reserves the right to make changes to the Program in its sole discretion at any time by providing prior written notice to Participant.

Publicity:

Participant agrees not to use or reference in any advertising, sales promotion, press release or other communication, any Merck endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of Merck.

Use of Participant's Name, Logo and Trademark:

Participant agrees to allow Merck to use Participant's name, address, phone number and other information you provide on all MSSP and related materials, including, but not limited to, MSSP-related use on Merck Web sites and promotional materials related to the MSSP without permission from Participant. Except as expressly permitted above, any additional use of Participant's name shall require Participant's prior written approval.

Representations and Warranties:

- a) Participant represents and warrants that (a) all of the information provided by Participant to enroll in MSSP is correct and current and each Participant location will comply with the MSSP eligibility requirements set forth herein; and (b) Participant has the authority to enter into these Terms and Conditions on behalf of all pharmacy locations listed in the Participant location spreadsheet attached as Appendix 1 hereto.
- b) Participant and Merck represent and warrant that each shall comply with all laws, statutes, and regulations that apply to each party's obligations hereunder.
- c) Participant represents and warrants that it shall act in compliance with all federal, state, and local laws, regulations and licensing requirements, including but not limited to those applicable to patient consent, the practice of pharmacy, testing, and privacy of medical records and medical information confidentiality.

Miscellaneous:

- a) Choice of Law. These Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to Pennsylvania's choice of law or arbitration provisions, and that the Federal and state courts therein shall have jurisdiction over the subject matter and the parties.
- b) Mutual Undertakings. Merck and Participant understand and agree that the mutual undertakings provided for in the Terms and Conditions for the MSSP are good and sufficient consideration for each party's obligation hereunder.
- c) Adverse Events Reporting. If you become aware of an adverse event relating to a Merck pharmaceutical product, you may contact Merck at 1-800-NSC-MERCK (1-800-637-2590) to report such information.

- d) No Agency. Merck and Participant understand and agree that neither party is acting as an agent of the other and that neither party has the power to or shall act on behalf of or seek to bind the other party in any manner.

PARTICIPANT REGISTRATION FORM AND REQUIREMENTS

Please confirm your agreement to become a Participant in the Merck Sivextro Stocking Program and acceptance of the Terms and Conditions set forth in this document by having an individual authorized to act on behalf of your organization sign below. Attached as Appendix 1, hereto is a Participation location spreadsheet for you to insert multiple pharmacy locations to be considered by Merck for participation in the Merck Sivextro Stocking Program as you would want them to appear in all databases or Web sites. **Additionally, Participant agrees to provide written notice to Merck of any additions or deletions of locations to the Participant location spreadsheet.**

**APPENDIX 1
MERCK SIVEXTRO STOCKING PROGRAM
PARTICIPANT ENROLLMENT FORM**

Page 1

**** Please complete Pages 1 and 2 of the Participant Enrollment Form ****

Contact Information:

- Please complete all of the required contact information below. An (*) denotes a required field to be completed.

Contact Individual's Salutation (Mr./Ms./Mrs./Dr.): _____

Contact First Name*: _____ Middle Initial: _____

Contact Last Name*: _____ Suffix (e.g. Jr., III, etc.): _____

Contact Professional Designation (PharmD, RPh, RN, etc.): _____

Contact Corporate/Business Name*: _____

Contact Title*: _____

Contact Address Line 1*: _____

Contact Address Line 2*: _____

Contact City*: _____ State*: _____ ZIP*: _____

Contact Phone*: _____

Contact Fax*: _____

E-mail Address*: _____

Pharmacy Location(s):

- Please list all of the required pharmacy information below. An (*) denotes a required field to be completed.
- When submitting multiple Pharmacy Locations, please photocopy this form or provide an Excel spreadsheet or similar document which includes all required information for each Pharmacy Location.

Pharmacy Name (as listed on applicable license)*: _____

Pharmacy State License Number*: _____

Pharmacy Location Address*: _____

City*: _____ State*: _____ ZIP*: _____

Pharmacy Phone*: _____ Pharmacy Fax: _____

Web site Address (if available): _____

**APPENDIX 1
MERCCK SIVEXTRO STOCKING PROGRAM
PARTICIPANT ENROLLMENT FORM**

Page 2

By executing this Request for Enrollment Form, you represent and warrant that you have authority to request enrollment in Merck Sivextro Stocking Program on behalf of Pharmacy Location(s) and that you agree to the Terms and Conditions of Merck Sivextro Stocking Program, as attached. By providing pharmacy state license registration number(s), you consent to release it to Merck Sharp & Dohme, Corp. to in order to administer the Merck Sivextro Stocking Program. (All notices and written communications relating to this Program shall be sent to the contact person named above.)

Please sign in the space below and email this form to: MSSP@merck.com

Signature: _____ **Date:** _____

For product information, call the Merck National Service Center at 1-800-NSC-MERCK (1-800-672-6372). SIVEXTRO® is a registered trademarks of Merck Sharp & Dohme, Corp., a subsidiary of Merck & Co., Inc.

By providing your information and signature above, Participant agrees that Merck, and its agents, together with the companies with whom Merck collaborates and their agents, may contact Participant via e-mail or telephone regarding SIVEXTRO and the MSSP. The companies working for Merck have agreed to use this information only at the direction of Merck and also have agreed not to share this information with any third parties, except as required by law. Merck will not disclose personal information to anyone other than these companies, except as required by law.

If you have any questions regarding the above terms and conditions, please call 1-800-887-7002.