



## **SPROUT PHARMACEUTICALS, INC. PRESCRIBING OFFICE RETURN GOODS POLICY**

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### **Effective Date: April 2024**

Unless otherwise stated in a particular invoice returns are subject to the following conditions. Sprout Pharmaceuticals, Inc. (Sprout) accepts returns of its pharmaceutical products ("Products"), but only from parties purchasing product from Sprout or through an authorized distributor of record of Sprout for purposes of resale in the normal course and/or dispensing same to the general public.

Return Authorization is required to return Product and may be obtained by faxing your request to (614) 652-0271 or emailing your request to [GMB-SPS-ReturnRequests@cordlogistics.com](mailto:GMB-SPS-ReturnRequests@cordlogistics.com). Return Authorizations will expire sixty (60) calendar days from issue date.

### **Returnable Product**

- Product in original manufacturer packaging bearing the original manufacturer label with all RFID tags, 2D bar codes or other tracking elements as defined by State and Federal legislation for pedigree tracking.
- Concealed damage claims made within ten (10) business days of discovery of the damage. Claims must be made in writing and sent to Sprout's Customer Service Department fax at (614) 553-9949 or email at [GMB-SPS-Damages@cordlogistics.com](mailto:GMB-SPS-Damages@cordlogistics.com).
- Product received in error must be reported to Sprout Customer Service Department fax at (614) 553-6465 or email at [GMB-SPS-SPROUT@cordlogistics.com](mailto:GMB-SPS-SPROUT@cordlogistics.com) in writing within five (5) business days of receipt. Customer Service will issue specific instructions on returning Product.
- Product received damaged in shipping must be accompanied by a signed Bill of Lading (BOL) noting damage and must be reported to Sprout Customer Service in writing within ten (10) business days of receipt. Customer Service will issue specific instruction on returning Product.
- All product(s) must be returned to Sprout in order to be considered for credit.

### **Non-Returnable Product**

- Product without a valid Return Authorization.
- Product with stickers, marked, coded, dated, damaged, soiled or adulterated in any way or missing RFID tags, 2D bar codes or other tracking elements as defined by State and Federal legislation for pedigree tracking.
- Product sold on a non-returnable basis, such as product labeled as "NOT FOR SALE."
- Product damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling (e.g., heat, stored under improper conditions or exposed to fire, smoke or water).
- Product not in original container or repackaged.
- Product involved in distressed, sacrifice, fire or bankruptcy sale.
- Product received with concealed damage not reported within ten (10) business days.
- Product received in error or damaged in shipping; a) if not reported within five (5) business days of receipt, b) reported within this period but not returned within thirty (30) days or c) not accompanied by a signed Bill of Lading noting the damage.
- Products destroyed off-site or that have not been returned to Sprout.
- Sprout will not accept product sent from a third party processor without prior authorization.



## **PROCEDURE FOR RETURNING MERCHANDISE AND RECEIVING CREDIT**

**Returning Merchandise.** Return Authorization may be obtained by faxing your request to (614) 652-0271 or emailing your request to [GMB-SPS- ReturnRequests@cordlogistics.com](mailto:GMB-SPS-ReturnRequests@cordlogistics.com). Customers must follow these instructions and shall provide the following Information on the packing list:

- Sprout NDC Number
- Product Name
- Strength
- Lot Number
- Expiration Date
- Quantity
- Reason for return
- Return Authorization number must be on all packages within the shipment
- Name, address, and phone number of facility returning product.
- Prescribing Office name and address
- DEA location number

Sprout will destroy any Product returned that does not have the required information and no credit will be issued for such Product or the associated shipping costs. Sprout may deny credit for returned Product failing to comply with these instructions.

## **Procedure for Shipping Returned Goods**

Eligible products shall be shipped to:

Sprout Pharmaceuticals, Inc. Attn: Return Goods Dept.  
15 Ingram Bldv., Dock 43  
LaVergne, TN 37086

Eligible Products shall be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes.

Return freight fees are the responsibility and shall be prepaid by Customer except when error is due to Sprout. Sprout is not obligated to pay for charges incurred by Customer for return goods processing and shipments sent COD (collect on delivery) will be refused.

Broken product containers, without product present, are NOT to be shipped to Sprout. If any are shipped to Sprout they will be disposed of and will not be reported as a return. In the case where Sprout receives broken Product containers that occurred during shipment to Sprout, Sprout will accept damaged, broken, wet and/or leaking shipping containers. Such returns will be processed, but no credit will be issued. Sprout's credit memo to Customer will indicate no credit due to damaged containers.

## **Conditions required to receive credits**

A valid Return Authorization (RA) number must accompany all returns for proper credit. Sprout will not reimburse fees due to processing, third party returns, destruction charges, shipping costs or processing fees.

All returns are subject to review by Sprout. Issuance of an RA number does not guarantee credit. Credit issuance is dependent on confirmed receipt and review of returned goods by Sprout or Sprout contracted return facilitator. No partials will be accepted for credit; with the exception of the States (GA, NC, and MS) that regulate returned goods. Partial goods include broken safety seals either inside or outside of each package/container. For those states, credit will be issued at the pill percentage price.

RA Numbers are valid for sixty (60) calendar days from issuance. Expired RA numbers will be considered invalid and no credit will be issued.

Unauthorized returned goods will be destroyed without notification. Products returned must match active RA for credit, including lot number. Credit will not be issued if the lot number or expiration date is missing, covered or illegible. Products destroyed by customer or agent of customer will not receive credit.

Credit will be based on price at the time of purchase. Credits expire one-hundred eighty (180) days from date issued.

## Prescribing Office Supply Agreement

**Effective Date: July 15, 2024**

Prescribing Office (“Prescribing Office”) and Sprout Pharmaceuticals’ (“Sprout”) hereby enter into this Prescribing Office Supply Agreement, including the Prescribing Office Terms and Conditions attached hereto and incorporated herein by reference (this “Agreement”) where Sprout may agree to supply the product line identified in the notes below pursuant to the terms of this Agreement.

Unless otherwise stated in a particular invoice, Prescribing Office agrees to Sprout’s Prescribing Office Return Goods Policy Effective April 2024.

Product line: Addyi \_\_\_\_\_

Territory: United States \_\_\_\_\_

Non-exclusive \_\_\_\_\_

### Prescribing Office Terms and Conditions (“Terms”)

**Orders; Supply and Delivery.** Prescribing Office shall issue all purchase orders to Sprout in written form in a manner mutually agreed to by the parties. Sprout will only supply the Products to Prescribing Office if Prescribing Office holds the appropriate licenses with U.S. federal, state and local regulatory authorities, as applicable, to purchase and sell such Products. Unless otherwise stated in writing, all prices quoted are exclusive of taxes or governmental charges, which are payable by Prescribing Office. Sprout reserves the right to accept or reject any orders placed by Prescribing Office, in whole or in part, in its sole discretion. Once accepted by Sprout, Prescribing Office may not cancel any such order except with Sprout’s prior written consent. No terms or conditions of Prescribing Office, including any terms or conditions printed on or referred to in any purchase order or other offer to purchase will be binding on Sprout or have any legal effect. The only terms and conditions which are binding upon Sprout in relation to supply of the Products are set out in these Terms.

**Use of Marks.** Prescribing Office shall not use any Sprout trademarks, tradenames, logos or other branding in connection with the sale or promotion of the Products or for any other purpose without prior written permission of Sprout. All Sprout trademarks, tradenames, logos or other branding and any materials supplied by Sprout in connection with the supply of the Products shall be the sole and exclusive property of Sprout, and Sprout is the sole and exclusive owner of all intellectual property rights therein and thereon. In the event Sprout grants permission to use, Prescribing Office shall use any such trademarks, tradenames, logos or other branding only in connection with the lawful sale and promotion of the Products and at all times in accordance with Sprout’s instructions and guidelines. In the event Sprout supplies Prescribing Office with any Product promotional or sales materials, Prescribing Office shall only use such materials in connection with the lawful sale and promotion of the Products in accordance with this section and may not copy, distribute, or modify such materials except with Sprout’s written permission.

**Storage.** All Products must be stored by Prescribing Office in accordance with the specific requirements of the Products as described on the label, licensing requirements applicable to storage of the Products, and Sprout’s written instructions. Prescribing Office shall be solely responsible and liable for any loss or costs (including losses or costs incurred by any third party) due to the Products not being stored or handled in accordance with these Terms. Prescribing Office expressly agrees that the Products are supplied to Prescribing Office for sale to the end user of the

Products only in accordance with all laws, rules, regulations and requirements for sale of such Products and in no event sold for resale.

**Audit Rights.** During the Term, on request and during regular business hours, Sprout or its representatives may reasonably inspect Prescribing Office's facility(ies) where the Products are located or where its books, records, or other documents are stored, and audit Prescribing Office's books, records, and other documents as necessary to verify compliance with these Terms. Prescribing Office grants Sprout a license to enter Prescribing Office's premises where the Products are stored to inspect the Products and reclaim the Products where Prescribing Office is in breach of these Terms.

**Term and Termination.** This Agreement commences on the Effective Date listed on the cover page and terminates after two (2) years and shall thereafter renew for successive two- (2-) year terms (collectively, the "Term") unless and until these Terms are terminated pursuant to this Section. Sprout shall have the right to terminate these Terms at any time for any reason or no reason upon thirty (30) days' advance notice to Prescribing Office. Sprout shall also have the right to terminate these Terms upon notice to Prescribing Office if (i) Prescribing Office is in breach of these Terms and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days following Prescribing Office's receipt of notice of such breach; or (ii) Prescribing Office (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; (D) makes or seeks to make a general assignment for the benefit of its creditors; or (E) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**Effects of Termination.** Upon termination or expiration of these Terms: (i) all related purchase orders are automatically terminated unless otherwise agreed by the parties in writing; (ii) Prescribing Office shall promptly return or destroy (at Sprout's direction) all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on confidential information of Sprout's, all advertising or promotional materials related to the sale of the Products, and all products that Sprout provided to Prescribing Office than are not intended for resale; and (iii) any Product returns shall be subject to Sprout's Prescribing Office Return Goods Policy, provided that] in the event Sprout terminates these terms due to Prescribing Office's uncured breach, then Sprout shall have the right to request return of any Products, and Prescribing Office shall return any such Products if Sprout exercises such request. Any of these Terms which by their nature are intended to extend beyond the expiration or termination of these Terms, will remain in effect following such expiration or termination and will apply to respective successors and assignees of the parties.

**Confidentiality.** Prescribing Office and Sprout understand and agree that any confidential or proprietary information (as defined in the Confidentiality Agreement) shared between the parties in connection with these Terms shall be subject to the terms of the confidentiality agreement between the parties (the "Confidentiality Agreement").

**Compliance with Laws.** Prescribing Office shall at all times comply with all federal, state and local laws, rules, regulations, orders and ordinances that are applicable to the operation of its business, Prescribing Office prescribing the Products to patients, and these Terms and its performance hereunder.

**Regulatory Communications.** Prescribing Office agrees to notify Sprout within five (5) calendar days of its receipt of any communication or notice from the FDA or any other local, state or government regulatory body with respect to the Products, and Prescribing Office shall promptly provide a copy of such communications to the extent applicable to the Product to Sprout. The parties shall cooperate in good faith in responding to any such inquiry from the FDA or any other local, state or government regulatory body or in making any report to the applicable local, state, or regulatory body with respect to the Product, but in all cases Sprout shall have final authority for regulatory decisions concerning the Product and responsibility for all communications such regulatory bodies, including but not limited to, the FDA.

**Adverse Event Reporting.** Prescribing Office shall also notify Sprout within ten (10) calendar days of any complaints related to the Products of which it becomes aware regarding problems with the Product, including the report of any adverse event associated with the Product.

No Export. Prescribing Office shall not (itself or in connection with others) export, sell or offer to sell the Products to any recipient outside of the United States, or supply any of the Products it knows or reasonably could know will be exported from the United States without the prior express written consent of Sprout.

Indemnification. Prescribing Office shall indemnify, hold harmless, and defend Sprout and its affiliates, and its and their respective directors, officers, employees, and agents from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, relating to any claim of a third party arising out of or in connection with (i) Prescribing Office's acts or omissions in connection with its obligations under these Terms, including, without limitation, breach of these Terms; (ii) any failure by Prescribing Office or its personnel to comply with any applicable laws, rules, regulations, orders or ordinances; or (iii) allegations that Prescribing Office breached any agreement with a third party as a result or in connection with entering into, performing under, or terminating these Terms.

Limitation of Liability. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT IN CONNECTION WITH THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT: (I) SHALL SPROUT OR ANY SPROUT REPRESENTATIVE BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT SPROUT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED; (II) SHALL SPROUT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY PRESCRIBING OFFICE TO SPROUT UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF THE PRESCRIBING OFFICE'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

Insurance. At all times during the Term and for a period of three (3) years thereafter, Prescribing Office shall carry and maintain levels of insurance in coverage and minimums sufficient to cover its obligations under these Terms. Upon Sprout's request, Prescribing Office shall provide Sprout with a certificate of insurance of all insurance coverage.

Independent Contractors. For the purposes of these Terms, the parties are independent contractors, and nothing contained in these Terms shall be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint venturers.

Assignment. Prescribing Office shall not assign, delegate, or subcontract all or any portion of its rights or obligations under these Terms or any purchase order without the prior written consent of Sprout. In the event of any such approved assignment, delegation, or subcontract, Prescribing Office shall remain liable to Sprout for the performance of its obligations under these Terms and/or any purchase order by such approved subcontractor. Any attempted assignment, delegation, or subcontract in violation of this Section will be null and void.

Consent to Receipt of Electronic Information and E-Sign. By clicking to accept these Terms, Prescribing Office authorizes Sprout to provide information regarding this Agreement to Prescribing Office electronically. Prescribing Office may receive a copy of this Agreement by downloading this Agreement from the online portal provided by Sprout or other means Sprout may provide. Prescribing Office may contact its Sprout point of contact with any questions. The parties agree to conduct business electronically. Sprout may provide any notice to you under these Terms by sending an email to the email address Prescribing Office provides to Sprout or by posting it to the online portal provided by Sprout. Sprout may update this Agreement from time to time and will notify Prescribing Office as required by law.

Waiver and Severability. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. If any provisions herein are found to be unenforceable on the grounds that they are overly broad or in conflict with applicable laws, it is the intent of the parties that such provisions be replaced, reformed, or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

Governing Law and Forum Selection. These Terms shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Delaware exclusive of its conflict of laws' provisions. Any claim or controversy arising out of these Terms or any purchase order must be brought exclusively in a court of competent jurisdiction located in New Castle County, Delaware. Supplier hereby waives any and all defenses that it may have regarding such jurisdiction or venue. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

Entire Agreement. These Terms contain the entire understandings of the parties with respect to the subject matter herein and supersedes all previous agreements (oral and written), negotiations, and discussions regarding such subject matter, except for the Confidentiality Agreement.