

NOVO NORDISK INC. 340B PRICING POLICY

The following represents the standard policy of Novo Nordisk Inc. governing certain issues regarding the submission, processing, reversal and audits of any chargebacks related to sales to 340B covered entities (each a "Covered Entity"), as well as certain other related matters.

1. Novo Nordisk Inc. shall notify Wholesaler by EDI 845 transaction set, or other agreed upon means, of the 340B contract price (the "340B Price"). The notification shall include the contract number, product 340B Prices, and applicable start dates and end dates for the 340B Prices.
2. Wholesaler shall determine whether a customer is a Covered Entity eligible for 340B Pricing by downloading the list of registered Covered Entities from the Health Resources and Services Administration ("HRSA") website on a quarterly basis and maintaining such membership eligibility records within Wholesaler's systems.
3. Wholesaler shall ensure that the price at which the products are sold to Covered Entities, when products are ordered by the Covered Entity under their 340B account, is no greater than the 340B Price (except for any administrative, handling, or other fees as may be independently agreed upon between Wholesaler and a Covered Entity; provided, however, that any such fees shall not be reflected in chargeback claims submitted to Novo Nordisk Inc. Any such fees shall be determined solely by Wholesaler and the Covered Entity). Wholesaler shall immediately correct any incorrectly implemented 340B Price that it either discovers or learns of (regardless of the source of discovery).
4. Wholesaler shall fill all orders by a Covered Entity for a product; except that in the case of a backorder or shortage of product, Wholesaler shall fill orders by Covered Entities for a product on an equivalent basis to orders by non-covered entities and shall not discriminate against Covered Entities in the filling of product orders. Wholesaler shall comply with all Novo Nordisk Inc. instructions for implementing alternative allocation procedures for products.
5. Wholesaler shall submit to Novo Nordisk Inc. a chargeback claim for 340B Price sales in the amount of the difference between the Wholesale Acquisition Cost ("WAC") for the product and the 340B Price at which it was sold to the Covered Entity. The 340B Price and WAC price used to determine chargeback claims shall be those in effect at the time the product is sold by Wholesaler to the Covered Entity.
6. Wholesaler shall be responsible for credit and re-bill corrections to a Covered Entity for any discrepancies caused by Wholesaler in not applying the correct 340B Price at the time of sale of the product to such Covered Entity. In addition, Wholesaler shall administer any credit and re-bill corrections requested by Novo Nordisk Inc. with respect to any transactions with any government or commercial customer that would impact Novo Nordisk Inc.'s obligations under government contracts or government pricing programs, including but not limited to, Medicaid, Medicare, the Federal Supply Schedule program, and the 340B program.