GLAXOSMITHKLINE RETURN GOODS POLICY
Effective February 1, 2020

This document is GlaxoSmithKline and ViiV Healthcare (collectively referred to herein as GSK[1]) current policy for the return of GSK pharmaceutical and vaccine products purchased directly from GSK, GSK Authorized Wholesalers, and GSK Authorized Distributors by entities licensed to dispense and/or administer GSK products, and agents (i.e. third party returns company) that represent wholesalers, distributors and entities licensed to dispense and/or administer GSK products.

This policy also applies to pharmaceuticals purchased by GSK Authorized Wholesalers and Distributors either direct from GSK or from a GSK Authorized Wholesaler/Distributor. Returns will not be accepted from any other entities. Examples of eligible entities under this policy include retail and specialty pharmacies, hospitals, long term care facilities, clinics, and physician offices.

The return of GSK products to GSK constitutes the eligible entity's agreement to be subject to the terms and conditions of the then-applicable GSK's return goods policy and will be the sole basis for reimbursement eligibility.

Any GSK product eligible for return reimbursement must meet the following minimum criteria:

1. Directly purchased from GSK or from a GSK Authorized Wholesaler or Distributor with proof of purchase supplied upon request
2. In the original packaging with label intact and fully readable including NDC, bar-code, lot number, and expiration date

Products Eligible for Return Reimbursement: The following products are eligible for return and reimbursement by GSK:

1. GSK Authorized Wholesalers & Distributors:
    a. GSK Pharmaceuticals and Vaccines where product expiry is within 6 months prior to and 12 months after expiration date included on the product packaging label.
2. All other eligible customers (i.e. physicians, clinics, hospitals, long term care, etc.):
    a. Pharmaceuticals where product expiry is within 6 months prior to and 12 months after expiration date included on the product packaging label.
    b. Vaccines where product is at expiration and within 12 months past expiration date included on the product packaging label.
3. In the event product expiration date only includes month and year the product expiration for calculating eligibility shall be the first day of the month of product expiration.
4. Products where direct terms of sale on the invoice or offer letter from GSK expressly permit returns.
5. Products associated with a GSK-initiated recall and/or withdrawal is returnable subject to specific terms of the recall/withdrawal notice and requested return actions.
6. Discontinued products according to the returns provision stated in the discontinued notice. For a complete list of discontinued products, please visit our web site at www.gsk-ecs.com.
7. Acquired Products[2] – An Acquired Product[2] is eligible for return under the normal GSK Returns policy in effect at the time of the product's return. The Acquired Product[2] is governed by the GSK Returns policy upon completion of the acquisition as communicated in the GSK acquisition notice.

8. For all divested products, the return eligibility requirements are handled through the terms included in the applicable Divestment Announcement unless otherwise specified for specific return events. Reimbursement for divested products, if applicable, will be based on the then GSK Return Goods Policy at the time of the return unless otherwise required by applicable law. For a complete list of divested products, please visit our web site at www.gsk-ecs.com.

9. The following scenarios require a GSK Issued Return Goods Authorization (RGA[3]) to be eligible for reimbursement. The RGA's can be obtained by contacting the GSK Customer Service Center (Pharma Service Center at 1-800-877-1158 or Vaccine Service Center at 1-866-475-8222). Please note: the creation of an Inmar Return Box Label is not a guarantee of reimbursement and is not to be used in place of a GSK Issued Return Goods Authorization (RGA[3]).

    a. **Damages, Shipping and/or Order Errors** -- Products where Direct Purchaser[4] received product resulting from GSK shipping and/or order processing errors, or damage while in transit and reported within (14) days of product receipt from GSK to be eligible for return.

        i. Damage claims or errors must be documented with the Carrier upon delivery. If a shipment appears to be missing, contact the GSK Customer Service Center.

        ii. If Product is purchased through an Authorized Wholesaler or Distributor and you receive an order that is in error or that contains product that has been damaged, contact your Authorized Wholesaler or Distributor for assistance.

    b. **Initial Stocking Orders** -- Initial stocking orders by Direct Purchaser[4] of newly launched products (in aggregate or at a line item level) if returned within 12 months following the date of launch, but not prior to 6 months past the initial receipt of the launch merchandise, and no purchases have occurred since the initial purchase. A credit of 100% of the Purchase Price[5] will be provided.

    c. **Flu Vaccine Returns** -- For all Flu Branded products, eligibility requirements are handled through the GSK purchasing agreement (in which the purchasing agreement will govern eligibility) or through the direct purchasing terms of sale outlined on www.gskdirect.com.

        i. Eligible Direct Purchaser[4] may obtain their Flu RGA[3] directly via www.gskdirect.com or contacting the GSK Customer Service Center once Flu return eligibility notification(s) have been received.

Products Ineligible for Reimbursement: Unless explicitly stated above or required by applicable law, all other GSK products are ineligible for reimbursement. For the purpose of clarification, the following listing contains additional information describing conditions where no credit will be issued even if product is otherwise eligible for return and reimbursement. The list below is not exhaustive of all situations disqualifying credit. GSK may at its discretion allow for certain exceptions to the policy.

1. When proof-of-purchase from GSK or an Authorized Distributor cannot be verified either by invoice supplied by returning entity or EDI 867 data from Authorized Distributor.
2. For items that have been involved in a fire, theft, or bankruptcy sale; or items that have been damaged by fire, water, or smoke.
3. For product sold expressly on a non-returnable basis.
4. For frozen products; frozen products are not eligible for return.
5. For Product that has been Re-packaged[6].
6. For professional samples.
7. For merchandise obtained illegally or via diverted means or acquired for the purpose of returning to GSK

for credit.

8. For merchandise returned where the saleable unit container contains more product than was originally packaged (over packed containers).
9. For reconstituted vials of parental products, this may not be returned regardless of labeled expiration date (see Healthcare Provider Administered Products[7] section for defined exceptions).
10. For counterfeit or re-imported product.
11. For product stored out of compliance with specifications or handled improperly.
12. For products with missing or defaced labels (including Lot Number not identifiable), or in leaking containers.
13. For products containing prescription labels that include any personal identifiable information.
14. For products manufactured to customer specifications.
15. For donated products.
16. For products destroyed by any Wholesaler or Third Party Processor for Customer or Wholesaler.
17. For product sold to any government stockpile program.
18. For partially used Products in Cream, Liquid, Inhaler, or Injectable form.
19. For any opened or unopened package returns taken back by the Authorized Distributor from its customers.
20. For product that is not in the original manufacturer container (with the exception of multi-pack syringes or vials where NDC, Lot, and Expiration can still be identified).
21. For vaccines purchased under the CDC program. Please go to the CDC website for additional guidance (http://www.cdc.gov/vaccines).
22. For returns under one debit memo that includes multiple end user customers ("batched") will not be honored and no credit will be issued.

Basis of Credit: All eligible products returned in accordance with and subject to the terms and conditions set forth herein, are subject to valuation by GlaxoSmithKline in its sole discretion.

1. For opened bottles, credit will be estimated to the nearest one-fourth or by individual tablet count.
2. Unless otherwise specified for specific return events outlined to the contrary in this document or required by applicable law, reimbursements will be issued based on the following:
    a. GSK Authorized Wholesalers & Distributors:
        i. Pharmaceuticals and Vaccines will be valued based on current product purchase price (WAC) less ten percent (10%)
    b. All other eligible customers (i.e. physicians, clinics, hospitals, long term care, etc.):
        i. Pharmaceuticals will be valued based on current product purchase price (i.e. WAC or contract price) less ten percent (10%)
        ii. Vaccines will be valued based on 100% of the product purchase price[3]
3. Federal Excise Tax (FET) will be reimbursed for eligible returned vaccine products regardless if the product was sold on a non-returnable basis.

4. GlaxoSmithKline will accept returns according to the GlaxoSmithKline Return Goods Policy in effect at the time of return and issue a check (or credit memorandum for Direct Purchaser[4]) for returned goods.
5. Any right of off-set for return goods may only be exercised following receipt of a properly issued credit memorandum.

Product Specific Exceptions to the Return Goods Policy: The following shall serve as notification of GlaxoSmithKline's product specific exceptions.

1. **Benlysta** – Reimbursement will be based on 100% of the product Purchase Price[5]. Product is allowed to be returned at expiration and up to 12 months past expiration included on the product packaging label.
2. **Fluarix** – Non Returnable with the exception of special purchasing opportunities as defined within the purchasing agreement.
3. **Flulaval** – Non Returnable with the exception of special purchasing opportunities as defined within the purchasing agreement. Partial product returns of Flulaval multi-dose vials are ineligible for reimbursement with the exception of the Federal Excise Tax which will be calculated to the nearest quarter vial.
4. **Nucala -** Reimbursement will be based on 100% of the product Purchase Price[5]. Product is allowed to be returned at expiration and up to 12 months past expiration included on the product packaging label.
5. **Rabavert** – Non Returnable with the exception of special purchasing opportunities as defined within the purchasing agreement.
6. **Zejula** - Reimbursement will be based on 100% of the product Purchase Price[5]. Product is allowed to be returned at expiration and up to 12 months past expiration included on the product packaging label.

The above represents Product specific differences to the GSK Return Goods Policy. All other aspects of the GSK Returns Policy shall remain in effect.

Healthcare Provider Administered Products[7] – GSK's healthcare provider administered products that require reconstitution and/or injection ("HCPPs") may be eligible for replacement product or credit prior to the product expiration window provided one or more of the following conditions are met:

1. HCPP was purchased for a specific patient and was never reconstituted due to patient death prior to product administration.
2. HCPP was reconstituted for a patient but the product could not be administered due to one or more of the following reasons:
    a. HCPP was not administered due to reasons that precluded patient administration
    b. Patient died prior to scheduled treatment
    c. HCPP was reconstituted incorrectly
    d. HCPP was accidently mishandled

In order to request a pre-expiration HCPP claim, Eligible Customer[8] must contact the GSK Customer Service Center (Pharma Service Center at 1-800-877-1158). The GSK Customer Service Center will provide a HCPP claim form to be completed by the customer. In order to be considered for the pre-expiration HCPP claim, the customer must return the completed form, which includes a certification by the customer. In the event the pre-expiration HCPP claim request is approved, GSK will provide a Return Goods Authorization form to the customer.

Return Shipment Information

1. All return goods are to be sent by the eligible entity directly to the GSK Return Goods Vendor (Inmar) at the following address: **GSK Pharmaceuticals – Trade, c/o Inmar Rx Solutions , 3845 Grand Lakes Way Suite 125, Grand Prairie, Texas 75050**
2. GSK requests the use of return box labels for all product returns sent to GSK c/o Inmar. Requests for a return box label can be made by any of the following methods below:
    a. Inmar website at https://returns.healthcare.inmar.com (you will need to upload a PDF copy of your debit memo).
    b. E-mail your debit memo to rarequest@inmar.com.
    c. Please include NDC number, lot number and expiration dates assigned to each item.
    d. Fax your debit memo to Inmar at 817-868-5343.
    e. For questions relating to the process of creating a Return box label please contact Inmar directly at 1-800-967-5952 Monday through Friday 7am – 5pm (CST). Please note: the creation of a Return Box Label is not a guarantee of reimbursement and is not to be used in place of a Return Goods Authorization.
3. All products returned must meet all eligibility criteria stated in this Return Goods Policy.
4. Payment of transportation for returns must be prepaid.
5. It is suggested that the account returning products insure all shipments.
6. The following information must be included with the returns goods shipment:
    a. Accurate DEA number of the returning entity.
    b. Origination name and mailing address.
    c. Remittance name and mailing address.
    d. Debit memo number.
    e. NDC number, lot number, expiration date, quantity.
    f. Upon request, the name and address of the company from which product was purchased.
    g. Failure to provide any or all of these may result in the return being disallowed and destroyed.
7. Products returned that were purchased under the 340B drug pricing program should include:
    a. A notation on the debit memo that the product was purchased under 340B.
    b. Include the HRSA assigned 340B identifier.
    c. Failure to provide any or all of these may result in the return being disallowed and destroyed.
8. GSK is not responsible for shipments lost in transit.
9. All eligible products shipped to the GSK authorized Return Goods Vendor are to be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state and local laws, regulations and statutes. If you have any questions regarding special handling or transportation instructions, please visit our website at www.gsk-ecs.com to view our product Material Safety Data Sheets (MSDS).

10. Where required, a completed RGA[3] form, must be included with shipment. This form can be obtained from the GSK Customer Service Center (Pharma Service Center at 1-800-877-1158 or Vaccine Service Center at 1-866-475-8222) or via gskdirect.com (only Direct Purchaser[2] returning eligible Flu Branded Products).
    a. This return goods authorization is being issued upon unconfirmed representations made to GSK and is not intended to be a guarantee of reimbursement or a basis for relying upon reimbursement.
    b. Reimbursement for return goods is subject to verification by GSK or its agent that the returned product falls within GSK's guideline for return goods reimbursement.

Third Party Processor Information: Returns from third party processors acting on behalf of eligible entities will be accepted provided the processor complies with all aspects of the GSK Return Goods Policy. Third party processors acting on behalf of a GSK Authorized Wholesalers, Distributors, or entities licensed to dispense and/or administer GSK products must comply with and are subject to the terms of the GSK Return Goods policy and GSK is not responsible for fees incurred by third party processors. Returns may be held pending verification of the eligible entity shown on the debit memo.

Special Instructions:

1. Products received by GSK not meeting the above guidelines will not be returned to Purchaser and no credit will be issued.
2. GSK has the right to destroy any return goods in its custody.
3. GSK reserves the right to deduct the costs incurred for the processing/destruction of ineligible returned product from the total credit for the return. Ineligible products should NOT be sent back to GSK.
4. All eligible products returned in unopened or partial containers, in accordance with and subject to the other terms and conditions set forth herein, are subject to valuation by GSK in its sole discretion.
5. This statement of policy shall supersede and/or serve as notice of termination of any previous agreement or policy, whether written, oral, or established through course of dealing between you and GSK with respect to the subject matter hereof.
6. GSK Return Goods Policy is subject to change at any time and without prior notice to other parties.
7. Returned quantities will be audited by GSK's Return Goods Vendor and final credit will be based on GSK's Return Goods Vendor count.
8. GSK reserves the right to destroy products which are returned outside this policy, or which are considered unfit or unsafe for use.
9. Return disputes must be submitted to GSK Customer Service within 12 months following receipt of returned product at GSK's Return Goods Vendor.

[1]GSK – Business operations located in the Continental United States, Puerto Rico, U.S. Virgin Islands, Alaska, and Hawaii only.

[2]Acquired Product is any product acquired by GSK through an acquisition of such product or through the acquisition of or merger with the company selling the product.

[3]GSK issued Return Goods Authorization (RGA) – GSK will provide customer with a document referencing a return debit memo number (either issued by GSK directly or requested by the customer) authorizing the return of eligible products.

[4]Direct Purchaser is defined as a purchasing entity that purchases product directly from GSK.

[5]Purchase Price is defined as the approximate acquisition cost of the product from GSK, or, if applicable, the contract price in effect for the returning entity at the time the product/lot was sold.

[6]Re-packaged is defined as Product that has been removed from its original GSK shipped selling unit container and packaged into another container, or, if the original selling unit container has been modified or changed in any way, including labeling.

[7]Healthcare Provider Administered Products are defined as those products that require a healthcare professional to reconstitute and/or administer the product to the patient and may require multiple administrations. Eligible products include; Benlysta, Flolan, Hiberix, Menveo, Nucala, and Shingrix, .

[8]Eligible Customer is defined as all eligible end-user customer classes of trade for the HCP Administered medicines