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I. Purchase Requirements

1. Annual Minimum
   The minimum annual purchase volume required to be a full-line 3M Health Care products distributor is $50,000 worth of 3M Medical Solution Division (MSD) Health Care products listed in the 3M MSD Price Pages for Distributors – Medical Products per calendar year net of all chargebacks, discounts, credits, deductions or adjustments. This applies to all full-line distributors regardless of market segment served or product mix. Total purchases for distributors with multiple locations will be combined at the headquarter level for distributor performance requirements. 3M reserves the right to change this minimum purchase volume requirement in the future.

2. Order Minimum
   3M Health Care products listed in the 3M MSD Price Pages for Distributors – Medical Products must be ordered in full case quantities. There is a minimum order value of $5,000. The minimum order value of $5,000 applies to each individual order received. Fill-in orders for less than $5,000 will not be accepted except for emergency drop shipments made directly to customer locations.

3. Assorting Privilege
   All products listed in the 3M MSD Price Pages for Distributors – Medical Products are assortable in full case quantities to meet the minimum order value of $5,000.

4. Drop Shipments
   Drop shipments will be made directly to customer locations with the distributor being invoiced an additional $250 per drop shipment order. Drop shipments are not subject to the $5,000 minimum order requirement. Drop shipments will not be made to distributor locations, and the maximum gross value which will be drop shipped is $10,000. Drop shipment will be billed to distributor at distributor list price. Distributor must also add a drop shipment fee code on their Drop Shipment Purchase Order for the amount of $250.

5. Territory
   Distributor may only sell and distribute products within the continental United States, Hawaii, Alaska, and Guam (“Territory”). Distributor may not sell the products to customers outside of the Territory or to any entity that would export outside the Territory.
6. **Purchasing**

In order to avoid counterfeit products, Distributor will purchase all 3M products directly and exclusively from 3M Customer Service located in the Territory.

II. **Payment**

1. **Terms**

   Distributors will supply all financial information required by 3M’s Credit Department to establish distributor’s credit. Distributor shall maintain a satisfactory credit relationship with 3M by keeping its account current at all times.

   - Payment terms are Net 30 with Prompt Payment Incentive (PPI).
   - For measurement periods where the weighted average payment date is within 10 calendar days of the invoice date, 3M will pay the distributor 2% of the gross invoice sales billed.
   - Any invoices paid beyond the invoice due date are delinquent.
   - Only invoices paid utilizing Electronic Funds Transfer (EFT/EDI) or Electronic Invoice and Payment Presentation (EIPP) will be eligible for PPI.
   - PPI earned will be paid to the distributor monthly.
   - Any payments paid by credit card will not be included in PPI.
   - The Distributor must be compliant with 3M Distributor policies to be eligible for the Incentive.
   - No PPI payment will be made if the payment amount is less than $1,000

2. **Delinquent Invoices**

   3M Credit will notify distributor’s Accounts Payable Department of any invoices not paid in full after the due date of that invoice.

   If immediate payment of delinquent invoices is not received, 3M may pursue any or all penalties described in Compliance Section below.

3. **Unearned Prompt Payment Discount**

   3M Credit will notify distributor’s Accounts Payable Department that a discount was taken that was not earned. Distributor account will be charged back and immediate repayment is expected.

   If immediate repayment of the unearned discount is not received, 3M may pursue any or all penalties described in Compliance Section below.
4. Unauthorized Deductions
Unauthorized deductions from invoice payments (deducting against or delaying payment of invoices for any reason, including pending a chargeback credit being authorized or issued) are prohibited and are a violation of this 3M Authorized Distributor Policy and Procedures. Violations are subject to penalties described in Compliance Section below.

3M has the right to withhold any earned incentives to offset any unauthorized deductions.

III. Ordering Information

1. Electronic Ordering
All orders are subject to the terms and conditions shown in this document or superseding correspondence.

Within the Territory, product must be ordered electronically from 3M Health Care Customer Service in the following ways:

Electronic Data Interchange (EDI)
EDI enables formatted business transactions to flow electronically between the Distributor and 3M. 3M uses the standard 850 EDI format. EDI submissions through an intermediary such as GHX are also acceptable.

bCom – Connecting our Customers to 3M, 24/7
- Register for access to our bCom Customer Portal to order product by either method below:
  - Upload Order File – upload spreadsheet of products directly into Shopping Cart
  - Quick Order – conveniently add an item to Cart

Electronic Purchase Order Processing (ePOP)
In the event EDI 850 Orders aren’t possible, ePop offers the ability to convert an e-mail for fax purchase order into an EDI transmission using Optical Character Recognition (OCR) technology.

For additional information on EDI, bCom or ePop, please contact Customer Service. Contact Details are found in Section IX.

2. Back Orders
3M will ship any backordered product as soon as available. In the event that a weekly Scheduled Delivery is in place, backordered product will ship when available on the next scheduled delivery. Status of back-ordered product should be obtained online via 3M’s bCom application. For more information on this application, contact 3M Health Care Customer Service. Customer Service Contact Details are found in Section IX.
3. **Scheduled Deliveries**
   Scheduled Deliveries allows Customer Ship-To locations to continuously flow all orders to 3M, as well as allow 3M to consolidate these orders into larger shipments to drive receiving efficiencies. For more information on Scheduled Deliveries, Contact Customer Service. Contact Details are found in Section IX.

4. **Order Size Limitation**
   3M reserves the right to limit order size of specific products as necessary to ensure consistent supply and the best service for all of our customers.

5. **Order Cancellation**
   Orders may not be cancelled once received at 3M warehouse and ready for shipment.

6. **Add-on Orders**
   No items may be added on to an order once it has been processed. Any add-ons after order processing are considered separate orders.

7. **Transportation Charges**
   3M pays the freight charge to the distributor in the Territory for lowest cost routing. Special routing can be requested with the distributor paying the special routing cost. 3M reserves the right to add a fuel surcharge. 3M will provide a 60-day advance notice of any changes in transportation charges.

   Title is passed to the buyer at point of shipment. 3M assumes responsibility for freight loss and damage.

8. **Shipping Discrepancies**
   Any shipping discrepancy claims must be made within 48 hours after receipt of product by contacting either Customer Service or the Customer Issue Resolution Center. Customer Service and Customer Issue Resolution Contact Details are found in Section IX.
# Returns

3M Health Care will accept unopened, full case returns of product* purchased by a 3M Authorized Distributor directly from 3M Health Care Customer Service and returned directly by that authorized distributor. Credit will be based on age, appearance, salability, and quality. Saleable product does not include out-of-date, obsolete, damaged, broken case, promotional or custom ordered material. Returns must be made within 90 days of receipt and must have a minimum sales value of $500.

*Non-Returnable Products

<table>
<thead>
<tr>
<th>Catalog #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8630</td>
<td>DuraPrep Surgical solution 26 ml 20/cs</td>
</tr>
<tr>
<td>8630C</td>
<td>DuraPrep Surgical solution 26 ml 20/cs</td>
</tr>
<tr>
<td>8630K</td>
<td>DuraPrep Surgical solution 26 ml 20/cs</td>
</tr>
<tr>
<td>8630P</td>
<td>DuraPrep Surgical solution 26 ml 20/cs</td>
</tr>
<tr>
<td>8635</td>
<td>DuraPrep Surgical solution 6 ml 50/cs</td>
</tr>
<tr>
<td>8635C</td>
<td>DuraPrep Surgical solution 6 ml 50/cs</td>
</tr>
<tr>
<td>9200</td>
<td>Avagard™ 500mL</td>
</tr>
<tr>
<td>9216</td>
<td>Avagard™ 1.2L</td>
</tr>
<tr>
<td>9200 (LA)</td>
<td>Avagard™ 500mL for Latin America</td>
</tr>
<tr>
<td>9200 Pho</td>
<td>Avagard™ 500 mL—Phoenix (Co-Brand w/3M) Direct Ship</td>
</tr>
<tr>
<td>9221</td>
<td>Avagard™ D 3oz.</td>
</tr>
<tr>
<td>2317</td>
<td>Avagard™ D 500mL for Oral Care</td>
</tr>
<tr>
<td>9222</td>
<td>Avagard™ D 500mL</td>
</tr>
<tr>
<td>9230</td>
<td>Avagard™ D 9230 1000mL</td>
</tr>
<tr>
<td>9320A</td>
<td>Avagard™ Foaming 50mL</td>
</tr>
<tr>
<td>9321A</td>
<td>Avagard™ Foaming 500mL</td>
</tr>
<tr>
<td>9322A</td>
<td>Avagard™ Foaming 1000mL</td>
</tr>
<tr>
<td>9337</td>
<td>Avagard™ Gel 2oz.</td>
</tr>
<tr>
<td>9338</td>
<td>Avagard™ Gel 500mL</td>
</tr>
<tr>
<td>9339</td>
<td>Avagard™ Gel 1000mL</td>
</tr>
<tr>
<td>3389</td>
<td>Cavilon DBC Fragrance Free 1 oz</td>
</tr>
<tr>
<td>3390</td>
<td>Cavilon DBC Fragrance Free 3.25 oz</td>
</tr>
<tr>
<td>3353</td>
<td>Cavilon DBC Fragrance Free Sachet</td>
</tr>
<tr>
<td>3354</td>
<td>Cavilon Antifungal Cream 2 oz</td>
</tr>
<tr>
<td>3355</td>
<td>Cavilon Antifungal Cream 5 oz</td>
</tr>
<tr>
<td>192401</td>
<td>192401, NASAL ANTISEPTIC, 12EA/BX 4BX/CS</td>
</tr>
<tr>
<td>192401B</td>
<td>192401B, NASAL ANTISEPTIC, 125EA/CS</td>
</tr>
<tr>
<td>106.01</td>
<td>106.01, NASAL ANTISEPTIC, 12EA/BX 4BX/CS</td>
</tr>
<tr>
<td>9124</td>
<td>Tegaderm Antimicrobial (Project Sirius)</td>
</tr>
<tr>
<td>Catalog #</td>
<td>Description</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>9132</td>
<td>Tegaderm Antimicrobial (Project Sirius)</td>
</tr>
<tr>
<td>9124NS</td>
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</tr>
<tr>
<td>9132NS</td>
<td>Tegaderm Antimicrobial (Project Sirius)</td>
</tr>
<tr>
<td>1657</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
</tr>
<tr>
<td>1658</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
</tr>
<tr>
<td>1659</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
</tr>
<tr>
<td>1660</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
</tr>
<tr>
<td>1657R</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
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<td>1658R</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
</tr>
<tr>
<td>1660R</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing</td>
</tr>
<tr>
<td>1657NS</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing, Non-sterile</td>
</tr>
<tr>
<td>1658NS</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing, Non-sterile</td>
</tr>
<tr>
<td>1659NS</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing, Non-sterile</td>
</tr>
<tr>
<td>1660NS</td>
<td>Tegaderm CHG Chlorhexidine Gluconate IV Securment Dressing, Non-sterile</td>
</tr>
<tr>
<td>1877-2100K</td>
<td>3M PICC/CVC Securement Device + Tegaderm CHG Dressing, Non-sterile</td>
</tr>
<tr>
<td>1879-2100K</td>
<td>3M PICC/CVC Securement Device + Tegaderm CHG Dressing, Non-sterile</td>
</tr>
<tr>
<td>1877-2100</td>
<td>3M PICC/CVC Securement Device + Tegaderm CHG Dressing</td>
</tr>
<tr>
<td>1877R-2100</td>
<td>3M PICC/CVC Securement Device + Tegaderm CHG Dressing</td>
</tr>
<tr>
<td>1879-2100</td>
<td>3M PICC/CVC Securement Device + Tegaderm CHG Dressing</td>
</tr>
<tr>
<td>1879R-2100</td>
<td>3M PICC/CVC Securement Device + Tegaderm CHG Dressing</td>
</tr>
<tr>
<td>1665</td>
<td>3M Tegaderm CHG Chlorhexidine Gluconate IV Port Dressing</td>
</tr>
<tr>
<td>1665R</td>
<td>3M Tegaderm CHG Chlorhexidine Gluconate IV Port Dressing</td>
</tr>
<tr>
<td>1665NS</td>
<td>3M Tegaderm CHG Chlorhexidine Gluconate IV Port Dressing, Non-sterile</td>
</tr>
</tbody>
</table>

Orders for any product line affected by natural disasters or x-factors (pandemics) may not be returned once shipped and billed.

10. Credit
A 20% restocking fee to cover shipping and handling will be applied to the value of the product being returned. Credit will be allowed when all of the following apply:

- Return has been authorized. To obtain authorization, call the 3M Customer Issue Resolution team at 3msupport.crchcbgreturns.us@mmm.com or at www.3M.com/bCom. Provide catalog code, quantity, and lot number information on each item to be returned. An authorization number and shipping instructions will be
supplied for the return. The authorization number must be referenced on the returned product.

- Purchase Order Number and/or 3M Invoice Number is required to verify purchase price.
- Upon receipt of the returned product, physical examination must agree with the Return Goods Authorization.

No credit will be allowed when returned product is not suitable for resale; such products will be destroyed by 3M upon receipt.

3M will issue a credit memo when the returned merchandise is received and confirmed. The debit memo (invoice deduction) for any return must reference the credit memo number(s).

IV. Pricing and Contract Information

1. List Price Changes
   3M reserves the right to change prices at any time without notice. 3M will endeavor to notify the distributor of list price changes at least 45 days prior to their change.

2. Prices for New Products
   3M may add new products to contracts per contractual guidelines at any time without notice.

   3M will endeavor to notify the distributor of new product adds 15 days prior to effective date.

3. Contract Price Changes
   3M will endeavor to provide 15 days advance notice to our distributors of any contract price changes but reserves the right to revise pricing at any time in order to meet the needs of our mutual customers.

   3M will endeavor to provide 15 days advance notice to our distributors of any price tier eligibility changes. Final determination for contract price and membership rests solely with 3M.

   All pricing information 3M provides to distributors is 3M confidential information and the distributor may not use or disclose this information except as necessary to meet its obligations under the distributor agreement.

4. Prescription Medical Device Products and Professional Only Drug Products
Distributor represents and warrants that it holds all applicable licenses and other credentials to purchase the products and shall sell such products only to other purchasers who also hold such applicable licenses and credentialing to sell the product. Distributor further represents and warrants that prescription medical device products and professional only drug products shall be stored in a setting that is in compliance with applicable law. Distributor is not permitted to make any changes or modifications to the product’s labeling or instructions for use.

5. **Minimum Advertised Price for Certain Littmann Products**

   3M’s Minimum Advertised Price Policy (Addendum B) applies to certain Littmann Stethoscope products.

V. **Point of Sale Information**

1. **Point of Sale Information**

   Point of Sale Data (“POS”) is information regarding the resale of 3M products. POS is frequently referred to as tracings. POS also includes claims against chargeback agreements. POS must reflect all 3M product transfer and resale activity, including, but not limited to:
   - Sales to ship-to end customers (including cash sales and manufacturer drop ships)
   - Sales to other distributors
   - Returns

   3M will use and disclose POS Data for its business purposes including, without limitation, for auditing purposes.

   If false or misleading POS is submitted, 3M reserves the right to pursue legal recourse for such submission or to terminate the distributor relationship.

2. **Point of Sale Submission**

   To begin the process of submitting POS to 3M, authorized 3M distributors can contact their 3M sales representative/key account manager. Submitting POS to 3M must be in compliance with the following requirements:

   POS must be submitted by the distributor at a minimum of once a month no later than the 10th day of the subsequent month. For example, February data must be submitted by March 10th.
• POS and chargeback claims can be submitted in a single file with the POS and corresponding chargeback claim on the same line, or two files via EDI 844/867 with all transactions as a sales tracing on one file and any sales tracing with chargeback lines in the second file.

3M will accept POS via one of two electronic methods:

1.) EDI (ANSI X12 867 Product Transfer and Resale / ANSI X12 844 Product Transfer Account Adjustment). To request the ability to submit POS and/or chargeback claims via EDI, email posonboardingsupport@mmm.com

2.) MS Excel file in compliance with the 3M POS Template via 3M's POS/CB submission vendor.

POS must include the following Ship To end customer information. Do not insert fields or provide additional information that does not exist in the 3M POS Template. Sending bill-to-customer information in addition to ship-to end customer information will expedite the processing of chargeback claims.

<table>
<thead>
<tr>
<th>Ship to Name</th>
<th>Product Catalog Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ship to Address</td>
<td>Product Description</td>
</tr>
<tr>
<td>Ship to City</td>
<td>Invoice Date</td>
</tr>
<tr>
<td>Ship to State</td>
<td>Invoice Number</td>
</tr>
<tr>
<td>Ship to Postal Code</td>
<td>Quantity Shipped/Returned</td>
</tr>
<tr>
<td>Ship to Customer Country</td>
<td>Unit of Measure</td>
</tr>
<tr>
<td></td>
<td>Unit/Extended Distributor Cost</td>
</tr>
</tbody>
</table>

* 3M Chargeback Agreement Number * Unit Chargeback Claim
* Chargeback Only * Extended Chargeback Claim

Per Health Insurance Portability and Accountability Act (HIPAA), 3M will not accept a patient’s name, address, or city. For sales to individual patients, clear the name, address, and city and replace with an indicator such as, but not limited to “HIPAA” but include all other information. The distributor warrants that POS will be de-identified within meaning of HIPAA.

If sales tracings are not provided according to the provisions above, Customer will work with 3M to reconcile missing or inaccurate traced lines within 30 days.
3. **POS Incentive**

3M offers an incentive for providing complete and timely tracing information. The amount of incentive is calculated at headquarter level and is based on the format of the submitted information. The distributor’s headquarter account is automatically credited quarterly. The following chart outlines the incentive rates for the different methods that can be used to provide tracings to 3M:

<table>
<thead>
<tr>
<th>Format</th>
<th>Submission Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Templated Spreadsheet (MS Excel®) submitted electronically</td>
<td>Minimum of monthly</td>
<td>Distributors will receive .03% on each month’s tracings for the quarter.</td>
</tr>
<tr>
<td>EDI: ANSI X12 867 and/or 844</td>
<td>Minimum of monthly</td>
<td>Distributors will receive .06% on each month’s tracings for the quarter.</td>
</tr>
</tbody>
</table>

Incentives will not be paid for data submitted via paper or fax.

4. **Chargebacks**

Chargeback Agreements ("Chargeback Agreement") are contracts that specify prices for specific end customers. For products on Chargeback Agreements, the distributor purchases products from 3M at distributor list price.

A chargeback claim ("Claim") is the method by which the distributor is reimbursed for the difference between distributor list price and the Chargeback Agreement price. Claims must be validated with POS.

To submit a Claim, the distributor must provide compliant POS. Only valid Claims will be accepted. If there is no valid Claim, the POS line must still be submitted without the Claim. To be valid, the Claim must:

- Only include products sold to end customers specifically identified on the Chargeback Agreement at the time of sale;
- Only claim products expressly authorized on the Chargeback Agreement at the time of sale;
- Only claim products purchased from 3M Company (no claims will be submitted for products purchased from 3rd parties or 3M subsidiaries outside of the distributor’s authorized geography are permitted);
- Not claim products purchased below normal distributor’s list price;
- Not claim free goods or samples; and
• Not claim products sold to other resellers.

3M will credit distributor’s account for allowable chargebacks.

5. **Unauthorized Deductions**

Claims can only be approved by 3M. The distributor cannot self-deduct and submit short payment. Deducting prior to a Claim being approved is not allowed and is a violation of the 3M Authorized Distributor Policies and Procedures. 3M reserves the right to withhold any earned incentives to offset unauthorized deductions.

6. **Chargeback Resubmission**

3M provides a one-time opportunity to re-apply for previously denied Claims. All resubmissions (including credit and rebill for the end customer) must be made electronically, using only the 3M Chargeback Resubmission Template, within 60 days of the denial date. Resubmissions made in any other format than the 3M Chargeback Resubmission Template, or those made after 60 days will be denied and will not be reconsidered. Final determination for payment and for chargeback agreement membership rests solely with 3M.

If the end customer returns product to the distributor, the return must be reported as a negative transaction on the distributor’s Claim request if the distributor previously received a Claim for the products. Receiving double Claims is not permitted. Resubmits resulting from chargeback agreement price adjustments are required to reflect true customer rebill activity between the distributor and end customer. Resubmitting this type of Claim without rebilling the customer is not permitted.

7. **Chargeback Retro Claims Resubmission**

3M defines Chargeback Retroactive Requests as a previously submitted chargeback claim, or missing claim, or Point of Sale transmission which retroactively has changed for a previous POS/CB submission and a new price should be passed down to the customer due to a change in contract price.

In order to receive a Chargeback Retroactive Payment:

- Channel Partner will need to reverse/credit the previous submission
- Send the reversal POS/CB claim to 3M with all required fields
- Send the new chargeback claim with all required fields
Chargeback Retroactive Requests will only be allowed for 90 days before current month. For example, if the current month is May, retro payments will be allowed with customer invoice sooner or equal to February 1.

VI. 3M Trademarks and Content

1. Conditions of Use

Provided that Distributor remains in good standing, 3M grants Distributor:

- Permission to refer to itself as an “Authorized Distributor” of 3M products, limited by Territory, to designate the products’ source, but such use must not be in a manner that implies that Distributor is owned by, or a part of, 3M.

- A non-exclusive, royalty-free, revocable license to reproduce, distribute, publicly display, format and transmit 3M-provided product content, including but not limited to “3M” and the other trademarks and product names that pertain to 3M products; 3M product descriptions, images, specifications (including abbreviated descriptions to adjust to display media, provided such abbreviations do not change any representation or the way in which it is being used is not out of context from which it was originally provided); and 3M product video (collectively “3M Content”) and relevant updates thereto, solely in connection with the distribution and sale of 3M’s products in the Territory and to designate the products’ source.

- Permission to establish and display a link on Distributor’s e-commerce or other web site (the “Distributor Site”) to an appropriate page of 3M’s web site (the “Link”) in furtherance of sales of 3M products. Distributor will comply with all 3M restrictions and requirements pertaining to that Link. Distributor will not frame all or any part of a 3M web site or otherwise create any potential confusion for customers regarding its identity or whether the customer is at Distributor Site or a 3M web site.

For clarification, a Distributor in good standing shall have the right to format and limit 3M Content displayed to accommodate the viewing of such content on varying sizes of display, provided such formatting and limiting does not change the meaning/context of the 3M Content originally provided. In the event 3M believes any 3M Content displayed by Distributor should be altered or removed, 3M may notify Distributor of 3M’s assessment and provide Distributor with proposed changes. Distributor shall implement the 3M
proposed 3M Content changes, provided such changes are feasible and will not adversely impact the legal risks of Distributor. In the event Distributor cannot or will not implement the changes proposed by 3M, Distributor shall notify 3M of the reason for not implementing the proposed changes and 3M and Distributor shall use all reasonable efforts to identify and implement a solution agreeable to the parties for the proposed changes. Nothing in this Section is intended to impose an obligation on 3M to monitor Distributor’s use of 3M Content.

2. **Marking, Keywords and Category Names**

To protect the source-identifying function of 3M’s trademarks, Distributor must not:

- Remove the “3M” trademark or the ™ or ® symbols from references to 3M’s products or trademarks in 3M Content without written approval from 3M.

- Utilize any of 3M’s trademarks as a search engine keyword on the Distributor Site in a manner that results in non-3M products displaying more prominently than 3M products when a user conducts a search containing that 3M trademark on the Distributor Site.

- Utilize any of 3M’s trademarks as a category name or folder name in the search or folder hierarchy of the Distributor Site in a manner that results in non-3M products displaying when a user chooses that 3M trademark as the category or folder name in the hierarchy of the Distributor Site.

- Take any other actions that are likely to cause confusion with or otherwise decrease the distinctive qualities of 3M’s trademarks.

**VII. Interpretation**

These permissions and associated terms and conditions supersede any electronic or other terms of use, click-through license or other document or agreement presented to, signed by, clicked through, or otherwise agreed to by 3M in connection with the supply and distribution of 3M Content and 3M products.

**VIII. Compliance**

1. **Audits**

3M may conduct on site audits of the distributor’s books and records relating to its distributorship during normal business hours.

At the request of 3M, distributor must immediately supply
documentation, including original customer purchase orders, copies of customer invoices, and copies of customer rebills. If documentation is not supplied within 20 days of request, any associated chargeback claim will be permanently denied.

Intentionally requesting unauthorized chargeback payments is illegal. 3M has the right to audit distributor data including, without limitation, chargeback data, to ensure compliance, validity and accuracy. Distributor must maintain chargeback and other records and documentation for 10 years from date of the distributor's sale of the products and must make those records available to 3M upon request. As part of an audit, 3M may also examine end user data for substantiation of distributor chargeback claim.

2. **ADVAMED**

Distributor shall at all times conduct its activities under the distribution agreement in strict compliance with the AdvaMed Code of Ethics on Interactions with Healthcare Professionals.

3. **Compliance**

Addendums A and B hereto are a part of this document.

3M reserves the right to change any prices, terms, and/or conditions of sale without notice.

Distributor shall at all times comply with all applicable trade laws and regulations affecting any products, technology, or software supplied by 3M, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions administered by the U.S. Department of the Treasury. Distributor shall not directly or indirectly sell, export, re-export, or transfer any 3M products, technology, or software (1) in violation of any applicable economic sanctions or trade embargoes, including the United States’ restrictions on trade with the Crimea region, Cuba, Iran, Syria, and North Korea; or (2) for restricted end uses or to restricted end users unless authorized under applicable laws and regulations. Nothing contained in this paragraph will be construed to permit any transfer, export or sale of 3M products or technology outside of the Territory, even if lawful. Any violation of this paragraph is cause for immediate termination of the 3M distributor agreement.

In the event that 3M finds a violation of any of the policies or procedures outlined in this document or in the signed distribution agreement or in superseding correspondence between the parties, 3M may pursue any or all of the following remedies in addition to any other remedies set forth herein or available to 3M at law:

- Terminate the 3M distributor agreement.
- Hold future shipments.
- Deny future chargeback claims.
- Recover monies paid in violation of these policies and procedures either by reducing future chargeback credits by the unauthorized chargeback amount or by payment to 3M.
- Remove or exclude distributor from promotional programs, including but not limited to, “Where to Buy” programs.
- Charge distributor for the reasonable costs of 3M audit.
- Utilize the services of a collection agency and/or attorney to collect amounts past due. In such an event, the distributor will be liable for all costs and fees (including collection fees and services or attorney fees, costs and expenses) arising out of the collection efforts.
- Charge late payment fees or interest on past due amounts. Interest will accrue at the lesser of 18% per annum (1 1/2 % per month) or the maximum amount allowed by law on any 3M invoice from the date such invoice becomes due according to its terms.

IX. Contact Information

1. General Information
3M Health Care Customer Helpline: 1-800-228-3957.

Customer Service:

<table>
<thead>
<tr>
<th>Customer Service Ordering Contacts</th>
<th>U.S. (not including Alaska, Hawaii or Guam)</th>
<th>Alaska</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail</td>
<td><a href="mailto:3msupport.healthcare.us@mmm.com">3msupport.healthcare.us@mmm.com</a></td>
<td><a href="mailto:3msupport.alaska@mmm.com">3msupport.alaska@mmm.com</a></td>
</tr>
<tr>
<td>Toll-Free Number</td>
<td>800-592-3979</td>
<td>907-308-8341</td>
</tr>
<tr>
<td>Service Hours</td>
<td>7:30 am – 4:30 pm CST</td>
<td>7:30 am - 4:30 pm AKST</td>
</tr>
</tbody>
</table>

Customer Service Ordering Contacts

<p>| Hawaii | Guam |</p>
<table>
<thead>
<tr>
<th>E-Mail</th>
<th><a href="mailto:3msupport.hawaii@mmm.com">3msupport.hawaii@mmm.com</a></th>
<th><a href="mailto:3msupport.guam@mmm.com">3msupport.guam@mmm.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll-Free Number</td>
<td>808-354-0395</td>
<td>671-647-9100</td>
</tr>
<tr>
<td>Service Hours</td>
<td>7:00 am - 4:00 pm HST</td>
<td>8:00 am - 5:00 pm CHST</td>
</tr>
</tbody>
</table>

**Customer Issue Resolution Team** –
Product returns and authorization
3msupport.crchcbgreturns.us@mmm.com.

**Contract and Point of Sale Information:** Visit
[www.3M.com/bCom](http://www.3M.com/bCom), then navigate to “Account” -> “Pricing” ->
Special Pricing Authorizations

For first time bCom access, request registration via email -
MedicalOperations@mmm.com

**bCom Support Team:** 1-800-898-9835
This 3M Company Littmann Authorized Distributor Policy ("Distributor Policy") is issued by 3M Company ("3M") and applies to distributors of Littmann products ("Product(s)") in the United States. This Distributor Policy supplements the then-current Health Care Distributor Agreement between you and 3M (the "Agreement"). By purchasing Products from 3M for retail sale to End Users (as hereinafter defined) and/or distribution to Authorized Resellers (as hereinafter defined), you ("Distributor" or "you") agree to adhere to the following terms and conditions. 3M may review Distributor’s activities for compliance with this Distributor Policy and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products. Distributor shall cooperate in any investigation of policy violations by its Authorized Reseller customers.

1. **Authorized Customers.** Distributor is authorized to sell Products purchased from 3M to Authorized Resellers and End Users (collectively, "Authorized Customers").

   (a) An “Authorized Reseller” is an individual or business entity that:
   (i) purchases Products from an Authorized 3M Distributor and resells the Products as part of a commercial enterprise;
   (ii) has received and agrees to adhere to the 3M Company Littmann Authorized Reseller Policy;
   (iii) does not have a direct purchasing relationship with 3M; and
   (iv) has not had its Authorized Reseller status revoked by 3M.

   (b) An “End User” is any purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third-party.

   (c) If any customer or prospective customer of Distributor that seeks to purchase Products for purposes of resale is not yet an Authorized Reseller, Distributor shall immediately provide the 3M Company Littmann Authorized Reseller Policy to such customer or prospective customer. If such customer or prospective customer accepts the terms in the 3M Company Littmann Authorized Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until 3M revokes such status. Authorized Resellers are determined by 3M in its sole discretion.

   (d) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Customers as requested by 3M from time to time.
(e) Distributor shall cease or suspend sales of Products to any customer promptly upon request of 3M.

(f) Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to Amazon.com, Groupon.com, or Jet.com.

2. **Online Sales.** Distributor shall not market or offer for sale the Products on or through any Publicly Accessible Website without the prior written consent of 3M. A “Publicly Accessible Website” is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in. All third-party marketplace websites, including, but not limited to, Amazon, eBay, Jet, Walmart Marketplace, Newegg, or Sears Marketplace, are Publicly Accessible Websites. Sales on these websites are prohibited without 3M’s prior written consent. A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website. The terms of this Distributor Policy supersede any prior agreement between 3M and Distributor regarding the sale of the Products on Publicly Accessible Websites. Any authorization previously granted to Distributor by 3M to sell the Products on a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by 3M. Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of 3M or the Littmann brand.

4. **Product Care, Customer Service, and Other Quality Controls.**

   (a) Distributor shall comply with all instructions provided by 3M regarding the storage, handling, shipping, disposal, or other aspect of the Products.

   (b) Distributor shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Distributor shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying
information on Products or their packaging. Distributor shall not represent or advertise any Product as “new” that has been returned open or repackaged. Distributor shall cooperate with 3M with respect to any Product tracking systems that may be implemented from time to time.

(c) Promptly upon receipt of the Products, Distributor shall inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Distributor must not offer the Product for sale and must promptly report the Defect to 3M at 3M Customer Service at 800-228-3957, Option 6.

(d) Distributor shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Distributor must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(e) Distributor shall cooperate with 3M with respect to any Product recall or other consumer safety information dissemination efforts.

(f) Distributor shall report to 3M any customer complaint or adverse claim regarding the Products of which it becomes aware and report any information related to safety or potential hazards associated with a Product (regardless of the source). Distributor shall assist 3M in investigating any such complaints or adverse claims.

(g) Distributor shall cooperate with 3M in the investigation and resolution of any quality or customer service issues related to Distributor’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

(h) Distributor shall not distribute 3M Littmann parts with non-3M Littmann stethoscopes, whether assembled or bundled. Distributor shall not distribute counterfeit or knock-off replacement parts for Products.

5. **Intellectual Property.** Distributor acknowledges and agrees that 3M owns all proprietary rights in and to the Littmann brand, name, logos, trademarks, service marks, trade dress, copyrights, patents, and other intellectual property related to the Products (the “Littmann IP”). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Littmann IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor’s status as an Authorized 3M Distributor of Littmann Products. All goodwill arising from Distributor’s use of the Littmann IP shall inure solely to the benefit of 3M. Distributor’s use of the Littmann IP shall be in accordance with any guidelines that may be provided by 3M from time to time.
(“Brand Guidelines”) and must be commercially reasonable as to the size, placement, and other manners of use. 3M reserves the right to review and approve, in its sole discretion, Distributor’s use or intended use of the Littmann IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any 3M product name or trademark, nor a misspelling or confusingly similar variation of any 3M product name or trademark.

6. **Termination.** If Distributor violates this Distributor Policy, 3M reserves the right to terminate Distributor’s status as an Authorized 3M Distributor of Littmann Products with written or electronic notice. Upon termination of a Distributor’s status as an Authorized 3M Distributor of Littmann Products, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized 3M Distributor of Littmann Products; and (iii) using all Littmann IP.

7. **Modification.** 3M reserves the right to update, amend, or modify this Distributor Policy with notice to Distributor. Unless otherwise provided, such amendments will take effect immediately and Distributor’s continued use, advertising, offering for sale, or sale of the Products, use of the Littmann IP, or use of any other information or materials provided by 3M to Distributor following notice of the amendments will be deemed Distributor’s acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy constitutes confidential, proprietary information of 3M and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of 3M.
Addendum B
3M Company U.S. Minimum Advertised Price Policy
Certain 3M™ Littmann® Stethoscope Brand Products

Effective October 19, 2020

3M Company ("3M") has adopted this unilateral Minimum Advertised Price MAP Policy (the "MAP Policy") to protect the brand integrity of certain 3M products listed on Schedule B-1 ("Covered Products"), encourage 3M resellers to invest in the Covered Products, and better convey the value of the Covered Products to customers.

This MAP Policy applies to all resellers of 3M Products in the United States of America, Puerto Rico and Guam, including but not limited to 3M’s full line distributors. Schedule B-1 will be made available to all resellers and may be amended by 3M in its sole discretion at any time.

3M is solely responsible for establishing the minimum advertised price ("MAP") for each Covered Product and communicating the MAP to 3M’s reseller customers. While resellers remain free to advertise and sell all 3M Products at any price they deem appropriate, it is a violation of this MAP Policy for a reseller to advertise any Covered Product at a price lower than the MAP except as otherwise provided herein. Such advertisements include, but are not limited to:

i. Offering coupons or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.

ii. Promoting prices for bundles of a Covered Product with other products or services (whether made by or provided by 3M or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.

iii. Strikeouts or strikethroughs of pricing information.

iv. Permitting any third party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this MAP Policy also violate this MAP Policy; however, it is not a violation to advertise that a customer may "call for price," "text for price," or "email for price".

For purposes of this MAP Policy, the terms “advertise” and “advertisement” include all promotional pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or
promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this MAP Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

Further, the advertisement of free or reduced-price shipping is not a violation of this MAP Policy as long as such offer applies to all or almost all other products offered by a reseller in the same product category. Advertising without reference to retail price (e.g., “on sale”, “5% off”) is not a violation of this MAP Policy.

This MAP Policy does not constitute an agreement between 3M and any other entity. 3M neither solicits nor will it accept any assurance of compliance with this MAP Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this MAP Policy. This MAP Policy is not negotiable and will not be altered for any individual reseller. This MAP Policy applies only to advertised prices as set forth above and does not affect the prices that a reseller may charge for the Covered Products.

Under this MAP Policy, 3M will provide written notification to a reseller of a violation by that reseller 3M identifies. If forty-eight (48) hours subsequent to such written notification (the “Notice Period”), the reseller’s advertised price remains below the MAP, 3M shall take certain actions as further described below. If notice is provided 48 hours before a holiday or weekend, the 48-hour period shall be extended to the next business day. Actions will be taken on a Category-wide basis, meaning that a MAP Policy violation with respect to a single Covered Product will result in consequences that apply to the entire Category of Covered Products in which the MAP Policy violation occurred:

i. For a reseller’s first violation of the MAP Policy, 3M will notify the reseller in writing of such failure and as to the complete Category of Covered Products in which the policy violation occurred. If, after the Notice Period, the advertised price remains below the MAP, 3M will immediately place the reseller’s account on shipping hold for thirty (30) days for all Covered Products within that Category. 3M will revoke its acceptance of any pending orders for all Covered Products within the impacted Category, cancel any pending shipments of all Covered Products from the impacted Category to the reseller, and not accept any new orders of any Covered Products from the impacted Category from reseller during this 30-day period.

ii. For a reseller’s second violation (or any subsequent violations) of the MAP Policy, 3M will notify the reseller in writing of such failure and as to the complete Category of Covered Products in which the policy violation occurred. If, after the Notice Period, the advertised price remains below the MAP, 3M will immediately place the reseller’s account on shipping hold for
ninety (90) days for all Covered Products within that Category. 3M will revoke its acceptance of any pending orders for all Covered Products within the impacted Category, cancel any pending shipments of all Covered Products from the impacted Category to the reseller, and not accept any new orders of any Covered Products from the impacted Category from reseller during this 90-day period.

Schedule B-1 identifies each Category and the list of Covered Products contained within each one.

The MAP Policy will be enforced by 3M in its sole discretion and without notice. Resellers have no right to enforce the MAP Policy nor should they contact 3M about suspected violations of the MAP Policy.

3M will not accept any customer fines, penalties or offsets against invoices in connection with 3M’s enforcement of the MAP Policy.

3M may update, revise, suspend, terminate, reinstitute, or modify this MAP Policy at any time in its sole discretion. 3M shall make any such modifications available to all 3M’s reseller customers. If 3M changes the MAP on any Covered Product, it will provide 30 days’ notice to such reseller customers before such change takes effect. No 3M employee or agent, including a reseller’s sales representative, is authorized to modify, interpret, or grant exceptions to this MAP Policy; solicit or obtain the agreement of any person to this MAP Policy; or otherwise discuss any aspect of this MAP Policy with any reseller, including that reseller’s or any other reseller’s compliance with the terms of the MAP Policy.

Any questions about this MAP Policy should be submitted in writing and directed to 3M’s MAP MAP Policy Administrator at tdaniels2@mmm.com. 3M will accept no other form of communication from resellers regarding the MAP Policy.

This MAP Policy is effective as of October 19, 2020 and supersedes any prior 3M policies and/or representations regarding minimum advertised prices or resale prices for 3M Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between 3M and any reseller may be construed in a manner that is inconsistent with the terms of this MAP Policy, the terms of this MAP Policy control.

Schedule B-1 Covered Products

<table>
<thead>
<tr>
<th>Material</th>
<th>Cat#</th>
<th>Billing Unit</th>
<th>2020 MAP</th>
<th>UPC</th>
</tr>
</thead>
<tbody>
<tr>
<td>3M™ Littmann™ Core Stethoscope, 8480, Black</td>
<td>8480</td>
<td>Each</td>
<td>$299.00</td>
<td>00707387792350</td>
</tr>
<tr>
<td>Eko CORE Digital Attachment</td>
<td>8481</td>
<td>Each</td>
<td>$199.00</td>
<td>00850010298009</td>
</tr>
<tr>
<td>3M™ Littmann™ Core Stethoscope, 8483, Black, EK</td>
<td>8483</td>
<td>Each</td>
<td>$299.00</td>
<td>00707387792367</td>
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