

**Cardinal Health Canada ACCELERATE™ Program for Medical Supply Providers and
AcceleratePRO™ Program for Surgical Centres
Terms and Conditions**

Effective Date: October 12, 2021

The Cardinal Health Canada **ACCELERATE™** Program for Medical Supply Providers and **AcceleratePRO™** Program for Surgical Centres (together, "**Program**") are owned and operated by Cardinal Health Canada Inc. ("**Cardinal Health Canada**") and was created to thank our medical supply provider and surgical centre customers for their business. When you register for the Program, depending on your tier level, you become eligible to obtain Cardinal Health Canada Dollars ("**Cardinal Health Dollars**" or "**CH Dollars**") when making Qualifying Purchases (defined below).

1. ELIGIBILITY

Cardinal Health Canada's customers in Canada who are medical supply providers (defined below) or independent surgical centres ("**Customer**") can register for the Program, subject to compliance with the Program Terms and Conditions ("**Terms and Conditions**") and any applicable laws and/or regulations that apply to you.

Medical supply provider refers to (1) retailers in Canada whose primary business is to provide medical supplies directly to patients and consumers in Canada (including pharmacies); as well as (2) distributors in Canada whose primary business is to sell medical supplies to operators of medical, dental and veterinary practices, operators of surgical centers, or Emergency Medical Services ("**EMS**") providers. Other businesses, including operators of medical, dental and veterinary practices and EMS providers themselves, as well as long term care and retirement homes and hospitals, are not eligible for the Program.

Participation in the Program is for Customers who registered for the Program via the portal at www.shop.cardinalhealth.ca and who received confirmation from Cardinal Health Canada that they have been approved as a Program member ("**Member**"). Program void where prohibited or restricted by law.

2. OVERVIEW OF PROGRAM

Members are eligible to receive rewards in the form of CH Dollars which can be applied towards future purchases with Cardinal Health Canada.

The amount of CH Dollars that can be received is based on Member's increase in Qualifying Purchases compared to the preceding year. The amount of CH Dollars depends on the Member's Membership Tier (described below) as well as whether the increase in purchase, if any, is for Cardinal Health Brand products (defined below) or non-Cardinal Health Brand products (i.e. "**National Brand products**").

Any products from the brands listed in Schedule A (at end of the Terms and Conditions), as well as all products included in this hyperlinked document (hyperlink to the Excel document), both as amended from time to time, are considered Cardinal Health Brand products for purposes of this Program ("**Cardinal Health Brand products**").

Any product not listed above is not considered a Cardinal Health Brand product and is instead considered a National Brand product.

Members are also eligible for an early purchase benefit (“**Early Purchase Benefit**”). This means purchases of Cardinal Health Brand products within the first 90 days of confirmation into the Program are eligible for additional CH Dollars as described below in the Early Purchase Benefit section. Membership in the Program also allows members to access any other benefit or offer associated with, or advertised as being part of, the Program, as available from time to time. Benefits and offers may be available to all Members, Members in a particular tier, or only selected Members.

The Terms and Conditions (including Cardinal Health Canada’s ability to terminate or modify) apply to all aspects of the Program, including the Early Purchase Benefit and any additional benefit or offer associated with or advertised as being part of the Program, unless specifically stated otherwise.

3. MEMBERSHIP TIERS AND REWARD LEVELS

The Program offers three (3) membership tiers which are determined based on Member’s purchases with Cardinal Health Canada during the preceding year, as set out in the chart below.

Applicants will be notified within 5 business days of applying for the Program whether their application has been confirmed and, if confirmed, their tier level and the date their Membership with the Program begins.

Tiers are determined annually. The initial membership tier is determined based on a Member’s total level of Qualifying Purchases for the one year preceding their membership in the Program.

A year in the Terms and Conditions refers to 365 days (regardless whether the year contains a leap day). After the first year of being in the Program, subsequent membership tier is determined based on Qualifying Purchases during the preceding year.

Even once a tier has been designated for a Member, the applicable tier and benefits remain subject to change by Cardinal Health Canada if any re-calculation is required (e.g. due to product returns, error).

The chart below sets out the calculation of the CH Dollars for a Member based on its increase in purchases compared to the preceding year. The benefit described in this chart is not available to members who do not meet the minimum purchase level for the preceding year.

	Silver Min \$20,000 Annual Purchase during Preceding Year	Gold Min \$100,000 Annual Purchase during Preceding Year	Diamond Min \$400,000 Annual Purchase during Preceding Year
Percentage applied on increase in purchase of	10%	11%	12%

Cardinal Health Brand products compared to preceding year			
Percentage applied on increase in purchase of National Brand products compared to preceding year	1%	1%	1%

Example below:

	Cardinal Health Brand Products	National Brand Products	Total
Member's purchases in preceding year	\$3000	\$50,000	\$53,000
Member's purchases in coming year	\$28,000	\$100,000	\$128,000
CH Dollars earned = increase in purchases x applicable percentage (based on tier level for preceding year – silver in this case)	\$25,000 x 10% = \$2500	\$50,000 x 1% = \$500	\$3000

4. EARLY PURCHASE BENEFIT

The chart below sets out the calculation of the CH Dollars for the Early Purchase Benefit, which are in addition to those described in the chart above. The benefit described in the chart below is available to all Members upon confirmation into the Program, regardless of their purchase level during the preceding year.

	Early Purchase Benefit
--	-------------------------------

Percentage applied on increase in purchase of Cardinal Health Brand products during first 90 days of membership in Program compared to preceding 90 days	3% to maximum of \$2500
---	--------------------------------

5. QUALIFYING PURCHASE

Unless noted otherwise at the time of purchase or as set out in these Terms and Conditions, as amended from time to time, Qualifying Purchase means all products (excluding custom packs for Accelerate™ Members) purchased or leased by Member directly from Cardinal Health Canada via the online portal or through a Cardinal Health Canada account representative or through customer care (via phone, fax or e-mail) for sale to Member's own customers. For greater certainty, taxes, service and handling fees, freight charges, returns, discounts, rebates, allowances and other adjustments are excluded.

The following are not considered a Qualifying Purchase:

1. products obtained through redemption of CH Dollars or any other Program rewards (note the amount in an order considered to be obtained through redemption is based on proportion of Cardinal Health Brand products in that order (based on monetary amount));
2. any nutrition product, diabetic testing agent or valved holding chamber included in the Ontario Ministry of Health and Long-Term Care's list of products that can be reimbursed under the Ontario Drug Benefits Program (see Coverage Status in the Ontario Drug Benefits Program e-formulary [site](#) for list of specific products);
3. products ordered by Customer for resale other than in its ordinary course of business;
4. products which contravene any of Cardinal Health Canada's general terms and conditions (e.g. products exported from Canada); and
5. any interest or fee charged to Customer due to product being leased.

Further, unless explicitly indicated otherwise, any product included in the calculation of a Member's Qualifying Purchase for this Program may be ineligible for another promotion.

The date of calculation for a Qualifying Purchase is determined based on the Cardinal Health Canada invoice date (not when Customer orders product). Any order prior to confirmation of membership in the Program is considered part of preceding year's purchase to determine tier level and is not included as a Qualifying Purchase to determine CH Dollars.

Member's personalized dashboard will display the total amount of CH Dollars a Member (1) currently has as well as (2) is projected to have at the end of the membership year if spending on Cardinal Health Brand and National Brand products continues at the same rate and proportion. CH Dollars and any other reward must be redeemed within 2 years of CH Dollars or other reward being earned.

Cardinal Health Canada's records and systems shall be conclusive for purposes of determining Qualifying Purchases, tiers, CH Dollars, benefits and any other aspect of this Program. In the event of any inconsistency between the information displayed on a Member's personalized dashboard and in Cardinal

Health Canada's records, the latter governs. In the event of any error for any reason or need for recalculation, Cardinal Health Canada can reverse, rescind or correct any CH Dollars awarded to the Member (even if already redeemed) and otherwise update a Member's personalized dashboard.

For orders which are not consistent with a Member's regular business model, activities or purchasing history or in the event of certain corporate structure changes, Cardinal Health Canada can, at its discretion, adjust calculations including either excluding orders or products from being calculated as a Qualifying Purchase or combining purchases (including past purchases) from multiple accounts to ensure calculation of rewards is determined appropriately. Some examples below:

- If a Member historically had multiple accounts with Cardinal Health Canada (e.g. for each division within one corporation), Cardinal Health Canada may (if requested by Member at the time of registration) allow the Member to consolidate its past and future purchases into one account to allow the Member to benefit from a higher tier level.
- If a Member consolidates its order with its affiliate, when previously each company ordered from Cardinal Health Canada separately, Cardinal Health Canada can exclude any portion of the order it believes is not intended for the Member from being considered part of its Qualifying Purchase.
- If a Member acquires a business which is already a Cardinal Health Canada Customer, Cardinal Health Canada can calculate rewards in a manner that considers past and future purchases from both accounts collectively.

6. CARDINAL HEALTH DOLLARS ("CH Dollars")

One CH Dollar can currently be used as the equivalent of \$1 in Canadian currency when redeemed in accordance with the Redemption Process section. The accumulation of CH Dollars does not entitle Members to any vested rights and, in accumulating CH Dollars, members may not rely upon the continued availability of any reward grid, tier, equivalency amount or other benefit. Changes to any of these items may affect CH Dollars that a member has already accumulated as well as any current or future accumulation of CH Dollars. CH Dollars have no cash, monetary or other value and cannot under any circumstances form the basis of a monetary claim against Cardinal Health Canada.

7. REDEMPTION PROCESS

CH Dollars are redeemed through the same process as regular orders conducted via the online Cardinal Health Canada portal and, unless specified or permitted otherwise, CH Dollars can be used towards new purchases of products (including products on sale), as well as towards services and taxes associated with such purchases, but cannot be used for any purchases not conducted using the portal and cannot be combined with other offers or used towards an existing balance.

CH Dollars from the Early Purchase Benefit are calculated and earned 90 days after membership in the Program begins, while other CH Dollars are calculated and earned after each year of membership in the Program. CH Dollars can be redeemed as soon as they are earned. Cardinal Health Canada may cancel, without any notice or compensation to Member, all CH Dollars in an account if the Member has not accumulated or redeemed any CH Dollars for a period of two consecutive years. Unless extended, the Program terminates 3 years after Program launch (terminates on August 12, 2023). CH Dollars do not accrue and cannot be earned once the Program terminates and CH Dollars cannot be redeemed beyond one year after Program termination.

Cardinal Health Canada may, but is not required to, notify Member via e-mail or on their personalized dashboard or otherwise, details regarding expiry of Member's CH Dollars.

Redemption of CH Dollars is subject to Customer continuing to be a Member and their Customer account being in good standing. If Customer ceases to be a Member and/or their account is not in good standing, Cardinal Health Canada can, at its discretion, suspend or terminate their Program membership or any part of their membership, including accrual or redemption of CH Dollars.

CH Dollars are awarded to the Member (the account holder who purchased the Qualifying Purchases) and not to Member's employee nor any individual. Membership in the Program, as well as CH Dollars, cannot be transferred or assigned without Cardinal Health Canada's written consent, nor exchanged for cash.

8. MEMBER'S OBLIGATIONS

To the extent Member is subject to any law or other requirement which results in Member being prohibited or restricted from participating in this Program, or being subject to any disclosure or reporting requirement arising from participation in this Program, whether generally or in relation to certain products, Member shall comply with all such requirements, including notifying Cardinal Health Canada regarding any product(s) which should be excluded in the calculation of Member's Qualifying Purchase (e.g. any products reimbursed under a public program which are prohibited by that program's rules from being included in any incentive program). Member shall indemnify, defend, and hold harmless Cardinal Health Canada, its affiliates and their respective officers, directors, employees and agents from and against any claim or liability related to the Member's failure to comply with this provision.

Member is responsible for all applicable taxes in relation to participation in the Program, including earning and redeeming CH Dollars.

9. OTHER TERMS AND CONDITIONS

These Terms and Conditions constitute the entire agreement between Member and Cardinal Health Canada and supersede any and all prior agreements and any other understanding regarding any incentives for the Customers. In the event of conflict, unless explicitly stated otherwise, the Terms and Conditions of the Program posted on www.shop.cardinalhealth.ca prevail over the contents of any brochure, statement or other communication regarding this Program. By joining the Program, you acknowledge, agree, and consent to be bound by these Terms and Conditions and the Cardinal Health Canada Privacy Policy (see [link to privacy policy](#)). Any notice regarding this Program is deemed to be provided on the day it is posted on Cardinal Health Canada's portal at www.shop.cardinalhealth.ca.

All decisions and interpretations made by Cardinal Health Canada regarding the Program are final and binding, including what constitutes a Qualifying Purchase, what is considered a Cardinal Health Brand product, the calculation or redemption or expiry of rewards, membership eligibility, and any other aspect of the Terms and Conditions. The Program cannot be combined with other promotions, unless explicitly stated otherwise.

Cardinal Health Canada reserves the right, in its sole discretion at any time and without advance notice, to unilaterally terminate, withdraw, suspend, restrict or otherwise modify the Program, in whole or in

part, including what constitutes a Qualifying Purchase, what is considered a Cardinal Health Brand product, the calculation or redemption or expiry of rewards, the characteristics or attributes of a CH Dollar, membership eligibility, membership conditions, Member obligations, termination of the Program, and any other aspect of the Terms and Conditions, even if such modification impacts the value of CH Dollars already accumulated or being accumulated. The most current Terms and Conditions shall be available on www.shop.cardinalhealth.ca.

If any modification to the Program is unacceptable to the Member, then Member's sole recourse is to terminate participation in the Program, by way of notice to Cardinal Health Canada. If Member continues to participate, such participation constitutes Member's binding acceptance of the modification.

Membership in the Program is a privilege and Cardinal Health Canada may, in its sole discretion at any time and without compensation, suspend, revoke or limit a Member's membership in the Program for failing to comply with the Terms and Conditions, misrepresenting any information, abusing or acting with intent to abuse the Program, engaging in any action deemed by Cardinal Health Canada to be deleterious to it, or if Member becomes insolvent or bankrupt. Once a person is no longer a Member in the Program, any CH Dollars they may have had in their account is void without any compensation.

AcceleratePRO™ (independent surgical centre) Members are not eligible for CH dollars on purchases of products that they receive reimbursement for by insurers or that they charge to patients. AcceleratePRO™ (independent surgical centre) Members are responsible for contacting Cardinal Health to adjust their CH Dollars accordingly.

At all times, Members are solely responsible for remaining knowledgeable about, and in compliance with, applicable laws, orders, regulations, directions, restrictions and limitations of any government having jurisdiction over the Member, the Terms and Conditions, as amended from time to time, and their CH Dollars amount and expiry details.

BY PARTICIPATING IN THE PROGRAM, YOU AGREE CARDINAL HEALTH CANADA, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, COST OR EXPENSE (INCLUDING LEGAL FEES), INCLUDING ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGE (COLLECTIVELY, "**LOSSES AND DAMAGES**"), DIRECTLY OR INDIRECTLY RELATED TO THE PROGRAM, INCLUDING ANY TERMINATION OF THE PROGRAM OR AMENDMENT TO THE TERMS AND CONDITIONS OF THE PROGRAM. THE FOREGOING APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS. IN NO EVENT SHALL CARDINAL HEALTH CANADA AND ITS AFFILIATES' MAXIMUM COMBINED AGGREGATE LIABILITY FOR ANY CAUSE WHATSOEVER IN ANY CALENDAR YEAR ARISING OUT OF OR IN CONNECTION WITH ANY OF THE MATTERS DESCRIBED ABOVE EXCEED ONE HUNDRED DOLLARS CANADIAN (\$100 CAD).

If Member believes any information in their personalized dashboard or otherwise relating to the Program is in error, Member shall notify Cardinal Health Canada in writing within 30 days of such information being posted, otherwise Member shall be deemed to agree to the information.

In the event of a dispute arising in connection with the Program, prior to commencing any litigation or other legal proceeding, Cardinal Health Canada and the Member shall each designate and make available a senior executive and, for at least thirty (30) days following notice from one party to the other of the existence of such a dispute, make a good faith effort to resolve such dispute.

Any claim or dispute relating to or otherwise involving the Program shall be governed and construed in accordance with the laws of the Province of Ontario without regard to its conflict of laws rules. The parties waive any right (a) to a trial by a jury or (b) to participate in a class action in court or in class-wide arbitration, whether as a class representative, class member or otherwise. Except for the arbitration provision below, all interpretations of the Program shall be at the sole discretion of Cardinal Health Canada and will be based upon the English language version.

Members expressly agree that, unless elected otherwise by Cardinal Health Canada, any dispute regarding these Terms and Conditions, including validity, existence, binding effect, interpretation, performance, breach or termination shall be referred to and finally determined, to the exclusion of the courts, by a single arbitrator. The arbitration shall take place in Toronto, Ontario, in English and be governed by and subject to the Ontario *Arbitration Act*. The arbitration shall be conducted in strict confidence with no disclosure to any person of the fact of the dispute or any aspect of the dispute except as necessary for resolution of the dispute. The arbitrator shall not consolidate more than one person's claims, and may not otherwise preside over any type of representative or class proceeding.

If any provision of these Terms and Conditions is invalid or unenforceable, such provision shall not affect the validity and enforceability of the remaining Terms and Conditions. In the event of any inconsistency between the English and French versions of the Terms and Conditions, the English version governs.

This material contains proprietary information and is the property of Cardinal Health Canada. No part may be copied, used or disclosed except with the written permission of Cardinal Health Canada.

© 2020 Cardinal Health Canada Inc.

Schedule A

Cardinal Health™

Accu-Trace™

Aloe Med®

Argyle™

A-V Impulse™

Bev-L-Edge®

BioBloc™

Bio-Check® Safe-Keeper™

Biomax™ PGII

Bio-Shield®

ChemoBloc™

ChemoPlus™

ChemoSafety™

Colorfrost®

Comfort™

Convertor®

Convertors®

Convertors® Rapid-Ex™

CP100™

CRD™

Critical Zone®

Curity™

Dakin

Dermacea™

Designer™

Dev-O-Clamp™

Dev-O-Loops™

Devon™

DISPOSAMED®

Dover™

Dry-Cab™

Dura-Fit™

Dura-Pak™

Easy-Tie™

EntriStar™

Esteem®

Excilon™

Eyescape®

EZEE-NEST™

Filac™

Flex Advantage®

Flexal®

Flexam®
GatorGuard™
Genius™
Guardian™
In-Room™
InstaGard®
Insta-Gard®
IVA™
Jack Frost™
Jackson-Pratt®
Jackson-Pratt® Hemaduct®
Kangaroo Joey™
Kangaroo™
Kendall™
Kerlix™
Magellan™
MaxiCare™
Medi-Trace™
Medi-Vac®
Mini-Kits™
Monoject™
Multi-Flex®
Nu Prep™
Pedi-Tube™
Personna®
Plasti-Peel®
Polysine®
Porta-Warm™
Positive Touch®
Precision™
Presource®
Protegrity® CP
Protexis®
ReliaMed®
Royale™
RoyalSilk™
SAFE-T®
Safe-Touch™
Safety Toss®
SAF-T Pump™
Salem Sump™
SCD™
Secure-Gard®
SharpSafety™

Sharps-A-Gator™

SharpStar™

Sher-Light™

SmartGown™

SmartSleeve™

Sony™

Sovereign™

SP®

SpeedConnect™

Superfrost®

Superslip®

SureCare™

Surgi-Bra®

SurgiSafe®

T.E.D.™

Telfa™

Ten20™

Terminal™

Thora-Seal™

Tiburon®

TOWERKLEEN™

Triflex®

Turkel™

Ultra-Light™

Uri-Drain®

Vaseline™

Versalon™

Vistec™

Webcol™

Webri™

Wings™