



March 8, 2013

Attn: Chief Executive Officer

Dear Valued Customer:

The discovery of counterfeit products of ADC Diabetes Care division (ADC) and other manufacturers have highlighted risks to patients, healthcare providers and customers who have always looked to ADC to deliver high-quality products and services.

The safety and integrity of ADC products are of the highest priority to us and we are deeply concerned about these incidents. The threat posed to public health and safety by counterfeit products is taken very seriously by ADC. It is through a secondary market that counterfeit and adulterated products make their way into the distribution channel. "Secondary market" products are generally products purchased from any source other than the original manufacturer. When product comes from a secondary market it is difficult for ADC to assure patients and healthcare professionals of the product's quality or safety. As a result of these recent counterfeit incidents, we are taking actions to help keep counterfeit diabetes care products from the marketplace.

Our goal is to ensure the safety and integrity of our products for patients and consumers. Therefore, in order for your company and its subsidiaries ("your company") to be a wholesaler/distributor of ADC, we require that you sign and return this letter at your earliest convenience, agreeing to the following:

1. You shall not source from any entity other than ADC any products bearing ADC's name or trademarks that are marketed or sold by ADC. You shall purchase such products solely from ADC.
2. You shall purchase such products solely for resale in the United States to end users who are patients or consumers, or to customers who are licensed by the states in which they operate for their own use in the provision of health care to their patients or for distribution to their own consumer customers.
3. For the purpose of ensuring compliance with the terms of this agreement, you shall provide or cause to be provided, within thirty (30) days after written request by ADC as elected by ADC, (i) a certification of compliance from a senior officer or executive with financial oversight responsibility for your company or (ii) the opportunity for an audit of the relevant books and records of your company.
4. ADC shall have the right to cease shipments to your company if ADC, in its sole discretion in good faith, believes your company may have not complied with the terms and conditions of this agreement.

Unless you have signed and returned this letter, you will not attain status as a wholesaler/distributor for ADC.

The initiative described in this communication will help ensure the integrity of ADC's products and help prevent potentially compromised pharmaceutical or diabetes care products from reaching patients and consumers through the U.S. supply chain.

We will continuously update a list of wholesalers/distributors agreeing to this policy on the following Web site: [www.abbott.com/gpp](http://www.abbott.com/gpp). This list is subject to change without notice. By execution of this letter, you authorize ADC to include in such list the name of your company and any such subsidiaries. This letter should be signed and returned via certified mail to:

Abbott Laboratories  
Customer Register  
D345, J23  
200 Abbott Park Rd.  
Abbott Park, IL 60064

Please also note that in order to more fully document our requirement for this purchasing relationship we are also attaching Terms & Conditions of Sale for ADC.

Yours truly,



Duncan Williams  
DVP US Commercial Operations  
Abbott Diabetes Care

Please direct inquiries to:

Abbott Diabetes Care Customer Service at 1-800-537-3575

Accepted and Agreed to, on behalf of your company and those subsidiaries identified below in which it has at least a 50% ownership or voting interest or otherwise controls:

Signed (by authorized officer) \_\_\_\_\_ Date \_\_\_\_\_

Printed name and title \_\_\_\_\_

Printed company name \_\_\_\_\_

Company and Subsidiaries covered by this agreement {Note: ADC will only ship product to those entities listed below}:

**This agreement covers products marketed or sold by Abbott Diabetes Care - U.S. labeled product (formerly MediSense and TheraSense)**