



## TERMS AND CONDITIONS FOR FREE SAMPLE PROGRAM

These terms and conditions (the "**Sample Program Terms and Conditions**") apply to all Else sample programs, and you agree to be bound by these terms and conditions by participating in this program.

**1. INTRODUCTION:** Else Nutrition USA, Inc. ("**Else**" or "**Company**") has developed a program to provide patients with samples of our products (the "**Sample Program**"). This program is offered on an "as available" basis, and Else reserves the right in its sole discretion to determine who is eligible to receive a free sample and/or to limit the quantities of such samples and/or to terminate the Sample Program at any time, for any reasons.

**2. QUALIFIED PARTICIPANTS:** The Sample Program is not intended to serve the general population, but is intended to allow medical doctors and registered dietitians to introduce Else products to those patients in need of nutritional support in their medical care ("**Qualified Participants**"). All requests for samples must be made at the request of a medical doctor or registered dietitian. Else reserves the right to require written confirmation that its products were recommended by a medical doctor or registered dietitian. Furthermore, Else reserves all rights to include or exclude any individual in the Sample Program, at Else sole discretion. This Sample Program is only open to legal residents of the United States, 18 years of age or older, and is void outside of the United States and where restricted or prohibited by law.

**3. NO RESALE:** All Else products, services, coupons or other items of value offered to Qualified Participants are solely intended for such person's individual use. Products provided on a sample basis under the Sample Program may not be sold, transferred or otherwise offered to third parties. Any violation of this provision, as determined in Else sole discretion, may result in termination of the Qualified Participant's involvement in the Sample Program. Nothing in this provision limits your liability under other provisions contained in these Sample Program Terms and Conditions.

**4. NO REIMBURSEMENT:** Else products provided under the Sample Program are complimentary and provided at no cost and shall not be billed to any patient, federal healthcare program, or other third-party payor. Patients, medical doctors, and registered dietitians shall not seek reimbursement for Else samples from any public or private third-party payor or any federal or state healthcare program, and shall fully and accurately report the no-charge status of the Else products as required by applicable law, including without limitation, the Federal Anti-Kickback Statute (42 U.S.C. § 1320a- 7b(b)) and its safe harbor (42 CFR § 1001.952). Upon your request, Else will provide medical doctors and registered dietitians with an invoice to assist the medical doctor or registered dietitian in meeting any reporting obligations, including providing information on the no-charge status of Else sample products.

**5. PRODUCT SHIPMENT:** Else uses reasonable efforts to ship products under the Sample Program on a timely basis, but we cannot guarantee the availability of product or a specific timeline for delivery of product under the Sample Program. The Sample will be mailed to the

mailing address specified on the [online form]. Else reserves the right to substitute a similar Sample for the one that you have requested.

**6. LIMITATION OF LIABILITY:** By participating in the Sample Program, you agree that no claim may be brought after more than one year has elapsed after the first opportunity to bring such a claim and you hereby agree to the following disclaimer of liability by Else:

**PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE LIABILITY OF ELSE AND ITS AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS ("ELSE ENTITIES"). NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE THAT MAY NOT BE LAWFULLY LIMITED.**

**THE SAMPLE PROGRAM IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, SUCH AS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LOST PROFITS OR SAVINGS) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH ELSE' PRODUCTS OR SERVICES, REGARDLESS OF OUR NEGLIGENCE.**

**NOTHING IN THESE SAMPLE PROGRAM TERMS AND CONDITIONS EXCLUDES OR LIMITS OUR LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER ANY APPLICABLE LAW.**

**6. APPLICABLE LAW AND DISPUTE RESOLUTION:** These Sample Program Terms & Conditions and the Sample Program shall be governed by and construed in accordance with the laws of the State of Ohio. You hereby agree to submit to the jurisdiction of, and agree that venue is proper in, the courts in Franklin County, Ohio in any such legal action or proceeding.

NOTE: At Else Nutrition we believe breast milk is the best nutritional choice for infants, which is why we support the World Health Organization (WHO) recommendations and goal of increasing breast-feeding rates. We also support the rights of parents to make their own informed decisions on the most appropriate way to feed their babies, and our mission is to enhance quality of life for families with the cleanest, plant-based alternative to dairy and soy-based nutrition, made of 3 core natural, minimally-processed & whole food ingredients.

Last Updated: August 24, 2021