

**TERMS AND CONDITIONS FOR PARTICIPATION IN THE
ZINPLAVA™ (bezlotoxumab) INFUSION CENTER LOCATOR
MAY 2018**

The ZINPLAVA Infusion Center Locator (the ZICL) administered by Merck Sharp & Dohme Corp. ("Merck"), a subsidiary of Merck & Co., Inc., is governed by the following Terms and Conditions:

Terms and Conditions

The ZICL is intended to provide health care professionals ("HCPs") and patients with a means of identifying infusion centers that provide ZINPLAVA within a geographic area. Merck will exercise its discretion whether and when to provide listings for particular geographic areas, and may exercise its discretion not to provide listings for certain geographic areas.

Infusion Centers accepted for enrollment in the ZICL ("Participants") will be listed in a directory that shall be made available to HCPs and patients. The ZICL will include information provided by Participant including, but not limited to Participant's name, address, phone, and website (if available). HCPs and patients will be able to search for outpatient infusion center locations within their geographic location.

Enrollment Process:

The opportunity to participate in the ZICL is being made available by Merck to infusion centers that meet the eligibility requirements defined below as determined by Merck. Enrollment in ZICL is obtained by going through a formal approval registration with Merck that includes: 1) completing the online registration form and agreeing to the ZICL terms and conditions (the "Terms and Conditions") as set forth herein; and 2) submitting state licensure for validation by Merck for each infusion center location that you wish to be enrolled in ZICL.

ZICL Eligibility Requirements:

In order to be included in the ZINPLAVA Infusion Center Locator, an infusion center must:

- a) Have a current valid state license to stock and administer ZINPLAVA.
- b) Adhere to all applicable state and federal laws for the stocking and administration of ZINPLAVA to appropriate patients.
- c) At the time of the patient's scheduled appointment, have in inventory a sufficient quantity of ZINPLAVA to administer to the patient consistent with the prescription written by the patient's healthcare provider. Infusion center is expected to purchase ZINPLAVA from an authorized distributor of the product in accordance with the applicable terms and conditions of sale.
- d) Contact Merck in the event that the infusion center's licensing information, name, address, phone, and/or website is changed or updated or the infusion center's point of contact for communications from the ZINPLAVA Infusion Center Locator changes.
- e) Agree to receive communications via telephone, mail and/or email from Merck, or companies working for Merck, about the ZICL.

Termination:

Merck reserves the right to terminate the ZICL at any time in its sole discretion. Merck shall provide written notice to enrolled Participants by mail or email in the event it chooses to terminate the ZICL. Merck reserves the right to immediately terminate any Participant's enrollment in the ZICL in the event of a breach of the Terms and Conditions by Participant.

Participant may terminate enrollment in the ZICL at any time upon providing Merck with written notice via email at: MerckZICL@merck.com. Upon receipt of such notice, Merck shall remove Participant's contact information from all ZICL-related materials within Merck's control and website as soon as reasonably possible.

Changes to the Program:

Merck reserves the right to make changes to the ZICL in its sole discretion at any time by providing notice to enrolled Participants as soon as reasonably possible.

Publicity:

Participant agrees not to use or reference the ZICL or Merck, or any logo, trademark, image, direct or indirect quote or other intellectual property of Merck in any document, website, advertising, sales promotion, press release or other written or verbal communication without the prior written consent of Merck. In addition, Participant shall not state or imply in any document, website, advertising, sales promotion, press release, or other written or verbal communication that its inclusion in the ZICL represents an endorsement, referral or recommendation of Participant by Merck.

Use of Participant's Information:

Participant agrees to allow Merck to use Participant's name, address, phone number, website, and other information provided by Participant to Merck, including all trademarks and other intellectual property associated with such Participant's name and such information on all ZICL-related materials, including, but not limited to, Merck websites and promotional materials related to the ZICL without permission from Participant. Except as expressly permitted above, any additional use of Participant's name or any other use of Participant's trademarks or other intellectual property shall require Participant's prior written consent.

Representations and Warranties:

The person submitting the enrollment is agreeing to the following on behalf of the Participant included in the electronic application and is representing and warranting that he or she has authority to agree to the following on behalf of the Participant included in the electronic application:

- a) Participant represents and warrants that (i) all of the information provided by Participant to be included in the ZICL is correct and current and each Participant location will comply with the ZICL eligibility requirements set forth herein; and (ii) Participant agrees to and shall comply with these Terms and Conditions.
- b) Participant represents and warrants that it shall comply with all laws, statutes, and regulations that apply to its obligations hereunder.
- c) Participant represents and warrants that it shall act in compliance with all federal, state, and local laws, regulations, and licensing requirements, including but not limited to those applicable to patient consent, licensing, testing, and privacy of medical records and medical information confidentiality.

Miscellaneous:

- a) Choice of Law. These Terms and Conditions shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to Pennsylvania's choice of law or arbitration provisions, and the Federal and state courts therein shall have jurisdiction over the subject matter and the parties.
- b) Mutual Undertakings. Merck and Participant understand and agree that the mutual undertakings provided for in the Terms and Conditions for the ZICL are good and sufficient consideration for each party's obligations hereunder.
- c) No Agency. Merck and Participant understand and agree that neither party is acting as an agent of the other and that neither party has the power to or shall act on behalf of or seek to bind the other party in any manner.
- d) No Endorsement. Participant acknowledges and agrees that inclusion in the ZICL is not an endorsement, referral or recommendation of Participant by Merck

Adverse Events Reporting:

To report SUSPECTED ADVERSE REACTIONS, contact Merck Sharp & Dohme Corp., a subsidiary of Merck & Co., Inc., at 1-877-888-4231 or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch.