HENRY SCHEIN®

COVID-19 TEST KIT PURCHASE AGREEMENT

CUSTOMER ACCOUNT NUMBER: _____

This COVID-19 Test Kit Purchase Agreement (this "Agreement") is entered into as of _____, 2020 ("Effective Date"), by and between Henry Schein, Inc. ("HSI") and _____ ("Customer").

1. TERMS AND CONDITIONS

a. Customer hereby agrees to purchase Standard Q COVID-19 IgM/IgG test kits (the "Test Kits"). Customer is agreeing to purchase _____ boxes of Test Kits at the time of execution of this Agreement. Any and all future orders of Test Kits made pursuant to a separate purchase order or otherwise shall be subject to the terms and conditions of this Agreement.

b. All purchases are non-cancelable and non-refundable. The Test Kits are not returnable.

c. Except as otherwise set forth in this Agreement, sales of the Test Kits to Customer shall be subject to HSI's "Legal Terms and Conditions" available at https://www.henryschein.com/us-en/medical/LegalTerms.aspx (or such other URL of HSI's website www.henryschein.com), as in effect from time to time.

2. PRICING

a. The purchase price is $ 660.00 /box of Test Kits (20 Test Kits/box). Prices for any future orders may be subject to change.

b. The purchase price for the Test Kits are exclusive of all local, state and federal taxes, including sales, use and similar taxes. Customer shall be responsible for the payment of any and all taxes. All amounts payable under this Agreement shall be paid in U.S. dollars within 15 days of the invoice date.

c. All orders are subject to (a) (i) a handling charge for each order in an amount equal to $3.50 or, (ii) in the case of an order less than $200 ("Small Order"), a $12.50 fee for each Small Order plus, (b) in each case (i) and (ii), a fuel surcharge. Rush orders requested to be upgraded to next day air and any order of Products that require special handling, will incur additional charges in accordance with UPS shipping zone schedules for the weight of the package.

3. CUSTOMER REPRESENTATIONS, WARRANTIES AND COVENANTS

a. Customer represents, warrants and covenants that it is purchasing the Test Kits solely for its own use and will not resell the Test Kits to any third party.

b. Customer shall ensure that any and all tests performed or administered using the Test Kits are only performed or administered by Healthcare Workers or laboratories. For purposes of this Agreement, "Healthcare Worker" means all appropriately licensed persons serving in healthcare settings within the scope of their license or persons appropriately acting under the supervision or direction of such licensed persons. These Healthcare Workers include, but are not limited to, physicians, physician assistants, nurse practitioners, registered nurses, nurse assistants, emergency medical service personnel, pharmacists, technicians, therapists, and phlebotomists. Healthcare Workers may be employed or contracted by a healthcare facility.

c. Customer shall ensure that a test report substantially in the form of Exhibit A is provided to each person on whom a Test Kit is used. For the avoidance of doubt, the completed test reports are to be provided to the persons on whom a Test Kit is used and are NOT to be provided back to HSI.

Customer will defend, indemnify and hold harmless HSI and its affiliates, successors and assigns and all their respective directors, officers, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including without limitation reasonable attorney fees and costs, arising from or related to Customer's breach of Section 3 of this Agreement. This Section 3 shall survive termination of this Agreement.

4. OTHER

This Agreement shall have a term of 2 years. This Agreement may not be assigned without HSI's prior written consent. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. This Agreement, including the exhibits attached hereto, and the terms and conditions referred to herein, each of which is incorporated herein by reference in its entirety, constitutes the entire agreement between Customer and HSI with respect to the Test Kits. The terms contained in this Agreement shall supersede any conflicting terms contained in any document used or submitted by either party, including any purchase order, in connection with the purchase of Test Kits covered by this Agreement. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement may be executed by the exchange of faxed, executed copies, certified electronic signatures or copies delivered by electronic mail in Adobe Portable Document or similar format, and any signature transmitted by such means for the purposes of executing this Agreement shall be deemed an original for purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first written above.

Henry Schein, Inc.

By: _____

Name: _____

Title: _____

Customer: _____

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICES

HENRY SCHEIN®

135 Duryea Road
Melville, New York 11747
Fax: (631) 843-5660
Attn: General Counsel

_____

_____

_____

Fax: _____

Attn: _____

REPORT: SEROLOGY (ANTIBODY) COVID-19 TEST RESULTS

The Standard Q COVID-19 IgG/IgM Rapid Test, a blood test that detects antibodies to SARS-CoV-2 (IgM, IgG) (often referred to as COVID-19 or the novel coronavirus), was administered to (name of patient) _____ by (name of laboratory or health care provider) _____ on _____, 2020.

The results of the test were *(circle one):* Positive | Negative

The Standard Q COVID-19 IgG/IgM Rapid Test is being marketed in accordance with the U.S. Food and Drug Administration's (FDA's) recent guidance, titled "Policy for Diagnostic Tests for Coronavirus Disease-2019 during the Public Health Emergency," which was issued on March 16, 2020. FDA issued this guidance to help accelerate the availability of novel coronavirus (COVID-19) diagnostic tests developed by laboratories and commercial manufacturers during the public health emergency.

- This test has not been reviewed by the FDA;
- Negative results do not rule out SARS-CoV-2 infection, particularly in those who have been in contact with the virus. Follow-up testing with a molecular diagnostic should be considered to rule out infection in these individuals;
- Results from antibody testing should not be used as the sole basis to diagnose or exclude SARS-CoV-2 infection or to inform infection status;
- Positive results may be due to past or present infection with non-SARS-CoV-2 coronavirus strains, such as coronavirus HKU1, NL63, OC43, or 229E, or past or present infection with SARS virus (no. 6). Your healthcare provider will work with you to determine how best to care for you based on the test results along with medical history, and your symptoms.
- Not for screening of donated blood