

### PARTICIPATING MEMBER DECLARATION FORM

\*IF MORE THAN 1 LOCATION, PLEASE MAKE A COPY OF THIS DEC FORM AND LIST EACH LOCATION SEPARATELY

\* **Incomplete information will result in processing delays.**

Participating Member Name (Pharmacy Name)

Pharmacist Name

Address

DEA # (DEA address must match facility address)

City, State, Zip

Telephone #

DEA # (DEA address must match facility address)

E-mail address

#### PLEASE CHECK TYPE OF BUSINESS:

- |   |   |
|---|---|
| <input type="checkbox"/> Physician Clinic/Practice                              | <input type="checkbox"/> Occupational Health Clinic – Private (Corporation) |
| <input type="checkbox"/> Occupational Health Clinic – Public Health Initiatives | <input type="checkbox"/> Oncology Clinic                                    |
| <input type="checkbox"/> City/County/State Funded Health Clinic                 | <input type="checkbox"/> Retail Pharmacy                                    |
| <input type="checkbox"/> Outpatient Hospital Clinic                             | <input type="checkbox"/> Other (please describe: _____)                     |

**THIS CUSTOMER TYPE OVERRIDES ANY TYPE OF SELF-IDENTIFICATION SUBMITTED PER YOUR REGISTRATION ON GSKDIRECT.COM**

#### CERTIFICATION:

The purpose of this paragraph is to confirm the buying group affiliation of the above named entity (the "Participating Member"). GlaxoSmithKline LLC ("GSK") will recognize only one buying group as the Participating Member's primary buying group for the purchase of GSK products. By identifying the buying group below as its primary buying group, the Participating Member hereby agrees to the terms and conditions of the buying group's contract with GSK, including without limitation, GSK product pricing, and obligations and requirements relating to such pricing. The Participating Member hereby acknowledges and agrees that its sole buying group for the purpose of purchasing GSK products is PHARMACY SELECT (the "Group"). GSK has the sole discretion whether or not to accept this Declaration Form and permit the Participating Member to purchase GSK products under the Group contract. If this Declaration Form is accepted by GSK and Participating Member currently is not participating in any other contract with GSK, the Participating Member will be added to the Group contract. If Participating Member was previously participating in another GSK contract, **except for the FLEX NON-ACUTE individual vaccine pricing agreement**, it is understood that the Participating Member will be rejected from the Group identified above and shall remain in their current existing group affiliation. For Participating Members on FLEX NON-ACUTE individual vaccine pricing agreements, upon approval of this Declaration Form by GSK, the Participating Member shall be **removed** from the current group affiliation other than the Group identified above and will no longer be eligible for the pricing available to the prior group affiliation.

The Group shall have the right to reject the addition of the Participating Member to the Group within 48 hours after notification by GSK of the addition of the Participating Member or at the beginning of a contract performance evaluation period. Upon expiry or termination of the Group contract, or if the Participating Member is removed from the Group at the Group's request, the Participating Member will be automatically enrolled in GSK's individual Vaccine Pricing Agreement ("iVPA") without any action required by the Participating Member. The Participating Member may discontinue participation in the iVPA or change to another GSK contract (subject to GSK approval) at any time.

By signing below, Participating Member certifies that all of the information on this form is true, correct and complete. Further, Participating Member certifies and agrees that (1) any GSK product purchased under any agreement shall be for its "Own Use," as defined by the United States Supreme Court in *Abbott Laboratories et al. v. Portland Retail Druggist Association, Inc.*, 425 U.S. 1 (1976), and *Jefferson County Pharmaceutical Association, Inc., v. Abbott Laboratories, et al.*, 103 S. Ct. 1011 (1983), (2) it does not and will not prevent its wholesalers and distributors from reporting purchasing data to the GSK third party data source, (3) it permits and will continue to permit GSK sales force open and free access to their clinics for the legal promotion of GSK products, and (4) it will disclose any discounts received hereunder, including the contract prices and any passed-through ASFs, as reductions in its acquisition costs for GSK Vaccines to the extent required by any government entity or private payor. In addition, Participating Member agrees that GSK may, in its sole discretion, contact its staff, and/or visit its' locations to verify that the above information is correct, and Participating Member agrees to provide such information to GSK as is reasonably necessary for GSK to make such a determination.

"Participating Member"

Pharmacy Select

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete all sections and email to: **ATTN: Contract Operations, iqq86213@gsk.com**