



# **Source States of the second s**

## Creating comprehensive solutions.

At Merck Animal Health, we know veterinarians are responsible for the future of our industry. That is why we offer business programs supporting your efforts to ensure the health of the herds you serve.

| Your initial tier level enrollment is determined by your 2023 purchases of cattle and equine products. |    |  |
|--|----|--|
| TIER 1<br>\$35,000   | 4% |  |
| TIER 2<br>\$60,000   | 5% |  |
| TIER 3<br>\$115,000  | 6% |  |
| TIER 4<br>\$225,000  | 7% |  |

## REBATED CATTLE PRODUCTS

#### PREVENTION TOOLS

Bovilis" Vista" family Bovilis" Once PMH" Bovilis" Guardian" Bovilis" Nasalgen" family Bovilis" Vision" family Bovilis" Cavalry" 9 Bovilis" Covexin" 8 Bovilis" Covexin" 8 Bovilis" Piliguard" Bovilis" L5 SQ, VL5 SQ Bovilis" J-5 M. Bovoculi Bacterin

#### PARASITE CONTROL

Panacur° (fenbendazole) products Safe-Guard° (fenbendazole) family Double Barrel VP° Dominator° Grenade° ER Boss° family Saber™ family

#### PERFORMANCE TECHNOLOGIES

Revalor® family Ralgro® (zeranol)

#### **REPRODUCTION MANAGEMENT**

Estrumate<sup>®</sup> (cloprostenol sodium) Fertagyl<sup>®</sup> (gonadorelin) Chorulon<sup>®</sup> (chorionic gonadotropin)

#### TREATMENT SOLUTIONS

Amoxi-Mast<sup>°</sup> (amoxicillin intramammary infusion) Orbenin-DC<sup>°</sup> (cloxacillin benzathine intramammary infusion) Arovyn<sup>™</sup> (tulathromycin) Zuprevo<sup>°</sup> (tildipirosin) Resflor Gold<sup>°</sup> (florfenicol and flunixin meglumine) Banamine<sup>°</sup> Injectable (flunixin meglumine) Banamine<sup>°</sup> Transdermal (flunixin meglumine) BO-SE<sup>°</sup> and MU-SE<sup>°</sup> ShutOut<sup>°</sup> Nuflor<sup>°</sup> (florfenicol)



| Increase your opportunities with Equine.  |          |          |  |  |
|---|----------|----------|--|--|
| With purchases in these amounts of all our equine vaccines & pharmaceuticals.<br>*Regumate <sup>®</sup> is excluded for rebates, but will serve as a volume builder for tier level. |          |          |  |  |
| TIER 1  | TIER 2   | TIER 3   |  |  |
| \$5,000   | \$10,000 | \$20,000 |  |  |
| 2%  | 6%       | 12%      |  |  |

| Include your Nobivac <sup>®</sup> protection |          |          |           |  |
|--|----------|----------|-----------|--|
| Quarterly<br>Rebate                          | LEVEL 1  | LEVEL 2  | LEVEL 3   |  |
| \$10,000                                     | \$35,000 | \$65,000 | \$100,000 |  |
| 10%  | 20%      | 33%      | 42%       |  |

| 2024 Companion Animal Year-End Growth Rebate |                                      |  |
|--|--------------------------------------|--|
| Incremental Purchases                        | Growth Rebate just on Growth Dollars |  |
| \$25,000                                     | 2%                                   |  |
| \$50,000                                     | 3%                                   |  |
| \$75,000                                     | 4%                                   |  |

# **VETERINARIAN**

Only those products and product categories that are expressly stated in this rebate Program and its supporting documents ("Program") will be rebated. Non-rebated products will serve as volume builders. For a complete list of products please request a catalog from a Merck Animal Health Sales Representative, Animal Health Authorized Supplier or Distributor, visit www.merck-animal-health-usa. com/cattle or call Merck Animal Health Customer Service at 800-521-5767.

#### ELIGIBILITY

This Program is exclusive for large animal and mixed practice veterinary clinics. Participants confirm that the products will be used for patients under their care. Products should be dispensed by veterinary clinics under a legitimate veterinarian-client-patient relationship as defined by the American Veterinary Medical Association (AVMA). This Program is intended for the reseller class of trade and, with respect to resellers of MAH cattle Products, is not intended for buying groups as single entities unless such entity legally documents common ownership to achieve tier status. The foregoing restriction does not apply to resales of MAH companion animal products to such buying groups. Merck Animal Health reserves the right, in its sole but reasonable discretion, to designate or refuse to designate any such entity as a buying group under the Program. Merck Animal Health's determination shall be final

Participants in this Program must adhere to the Merck Animal Health Distribution Policy which includes, but is not limited to no resale through catalogs, the Internet, farm stores and/or similar outlets, and no resale through any other distributor channel. Those accounts enrolled in corporate agreements, upfront pricing agreements, regional distributors, retail accounts, non-profit organizations and government entities are ineligible to participate in this Program. All Merck Animal Health purchases must be made from Authorized Distributors to be eligible for rebates under this Program.

To qualify for payment, participants must comply with all terms within this Program and any other applicable terms related to this Program. Offer is void where prohibited by law.

#### MERCK ANIMAL HEALTH PRICING POLICY -LIVESTOCK PRODUCTS - ONE MERCK CUSTOMERS

This Merck Animal Health Pricing Policy for Livestock Products (this "Policy") applies to resellers ("Reseller") under the One Merck program of Merck Animal Health livestock products located in the United States. This Policy covers each product included on this sell sheet. Merck Animal Health reserves the right to supplement, amend or otherwise change this list of products from time to time. Product pricing, including suggested resale prices, to be provided separately.

The intent of this Policy is to (i) encourage Resellers to continue to provide the high level of services and infrastructure which our end-use customers expect and deserve, (ii) encourage Resellers to invest in the promotion and service of the Covered Products, (iii) promote interbrand competition between the Covered Products and third-party products, and (iv) maintain the premium brand image of the Covered Products and the goodwill of consumers.

### **TERMS AND CONDITIONS**

While each Reseller remains absolutely free to set its resale prices for Covered Products independently and in its sole discretion, Merck Animal Health reserves the right to take certain unilateral actions in response to a Reseller who advertises or sells Covered Products at a price below the Suggested Minimum Resale Price for such Covered Products, as contained in the then current list of products. The applicable price shall take into consideration ALL offered discounts and rebates, other than such discounts or rebates which Merck Animal Health may expressly authorize a Reseller to provide below the Suggested Minimum Resale Price.

This Policy is unilateral and does not represent an agreement between Merck Animal Health and any Reseller, and Merck Animal Health does not and will not seek or accept agreement with respect to resale prices. As such, this Policy is non-negotiable and individual representatives are not authorized to alter, waive, modify or negotiate this Policy. Resellers are free to advertise and sell any Covered Product at a price of their own choosing, however, non-compliance may result in the following consequences as Merck Animal Health may take in its sole discretion, including without limitation:

- Reseller's acquisition price for the Product(s) in question under any current agreement with Merck Animal Health, including the One Merck program, may be increased by not more than 10% for a period not to exceed 90 days.
- Reseller's right to purchase the Product(s) in question under any current agreement with Merck Animal Health, including the One Merck program, may be suspended for a period not to exceed 90 days.
- Repeated instances of non-compliance may result in Merck Animal Health terminating Reseller's right to purchase any Merck Animal Health Product, including the Product(s) in question, under any current agreement with Merck Animal Health, including the One Merck program.

Merck Animal Health may amend or withdraw this Policy in its sole discretion. Merck Animal Health may append this Policy to an agreement with Reseller strictly as a convenience to ensure that Reseller has fully read and understood this Policy. This Policy will not be considered a part of any such underlying agreement to which this Policy is appended.

#### CATTLE ENROLLMENT PROCESS

All participants in the 2023 One Merck Veterinarian Rebate Program that achieved Tier 1 or higher with a minimum of \$35,000 qualified purchases are automatically enrolled for 2024. The 2024 tier level is defined by purchases made in 2023. New enrollees who did not achieve Tier 1 status in 2023 may join at any time. Purchases will be eligible for rebate retroactive to the first day of the year.

#### TIER LEVELS

Cattle Tier level is determined based on purchases of cattle and equine products. Purchases of equine products ONLY are volume builders for cattle tier level achievement. If purchases are tracking below enrolled level, Merck Animal Health reserves the right to reconcile previous payments at any time and re-enroll on lower levels. At any time during the program period, enrollment at a higher tier is acceptable. Purchases will apply to the new level, retroactive to the first day of the year (dollar one). Customers that achieve a higher tier level at the end of the program will have rebates automatically recalculated at the final level reached.

Sales from a vet to a customer on a price match will be excluded from rebates. These sales will count as volume builders towards tier level achievement. These rules also apply to purchases made by customers in buying groups.

#### **VETERINARIAN REBATE PAYMENTS**

Rebate checks will be processed and mailed monthly for accounts enrolled to purchase at least \$115,000 annually. All other accounts will receive quarterly payments. Rebates must accumulate to \$100 before a check will be issued. Allow six weeks for your rebate to be processed.

#### **PROOF OF PURCHASES**

Merck Animal Health shall own and be entitled to use information related to the veterinarian's purchases of products under this Program. Only EDI data submitted by authorized distributors will qualify as proof-of-purchase. No other source of information will be accepted. The EDI data will be final and binding to participants.

#### INVOICE DATA AND BACK ORDERS

Eligible purchases must be invoiced and shipped by December 31, 2024. In addition, no rebates will be paid for products listed as a backorder.

#### **\*NOBIVAC REBATES**

Program valid for veterinary accounts that pay full vet retail price. Clinic may also take advantage of other commercial offers within the year **excluding the Nobivac**<sup>6</sup> **buy 6 get 1 promotions**. Enrollment Signup period is anytime from January 1st to September 30th, 2024. Notwithstanding anything to the contrary contained in this Agreement, MAH will share nonpersonal data of Members with MAH's authorized distribution partners who sell Products to Members. The data shared will be limited to data necessary for MAH's authorized distributors to track members' performance under this Agreement. This is an annual program and not intended to just provide rebates for 1 or 2 quarters if a clinic can't achieve the tier minimum.

#### Cash Rebate:

There are three different types of rebate payments:

- Quarterly rebates paid 60 days after Q1, Q2, and Q3. Quarterly rebates apply to purchases made within the quarter the clinic signs up for the program and thereafter will be included.
- Year-end rebate will be paid within 60 days at the conclusion of 2024. All rebates are paid to registered accounts only. Purchases made within the quarter the clinic signs up for the program and thereafter will be included. Total qualifying purchases will be included in the year-end rebate reconciliation.
- Growth rebates will be calculated when Nobivac<sup>®</sup> Loyalty Participants reach Level 1 of Nobivac<sup>®</sup> categories. The growth rebate is paid out at yearend in a separate check from the year-end rebate.

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For more information regarding this rebate offer and enrollment, contact your Merck Animal Health representative.

# VETERINARIAN

#### Quarterly Cash Rebates:

To receive a quarterly rebate, you will have to reach the minimum for Nobivac<sup>®</sup> and it is inclusive of that quarter. A quarterly rebate of 10% will be paid on qualifying Nobivac<sup>®</sup> purchases once the account has purchased a quarterly minimum of \$10,000 in Nobivac<sup>®</sup> vaccines. Quarterly rebates will be paid within 60 days at the conclusion of Q1, Q2, and Q3. Rebate checks will be paid when the minimum amount of \$100 is exceeded (or reached).

#### Year-End Cash Rebates:

The year-end rebate will be paid within 60 days at the conclusion of 2024 and will consist of the total rebate level the account has achieved MINUS the quarterly rebate payments made during the year. Year-end rebates will be paid only on vet retail purchases.

Merck Animal Health reserves the right to terminate or amend the Nobivac<sup>®</sup> Loyalty Program, including price changes, at any time. Accounts under this program must adhere to the Merck Animal Health Distribution Policy, which includes, but is not limited to, no resale through catalogs, the Internet, farm stores and similar outlets, and no resale through any other distributor channel. Merck Animal Health shall own and be entitled to use information related to the clinic's purchase of products under the program.

The Nobivac<sup>®</sup> Loyalty Program 2024 is valid only for veterinary clinics that have a valid veterinarianpatient-client relationship with their clients, as defined by AVMA. Participation in the Nobivac<sup>®</sup> Loyalty Program 2024 is valid only for clinics in the fifty (50) United States or the District of Columbia only.

#### DISCLAIMERS

Merck Animal Health reserves the right to decline the enrollment of any participant, refuse the payment of any rebates or recalculate any previous or future payments, at their sole discretion. Merck Animal Health further reserves the right to modify, expand, reduce, extend or cancel the Program upon 30 days written notice to customers in the Program.

