ARL Bio Pharma, Inc., and Letco Medical, LLC Reciprocal Customer Discount Program

Subject to the terms and conditions ("Terms & Conditions") set forth below, registrants in the Reciprocal Customer Discount Program of ARL Bio Pharma, Inc. ("ARL"), and Letco Medical, LLC ("Letco"), ("Program") will receive certain discounts, rebates and/or credits in connection with qualifying purchases at ARL Bio Pharma, Inc., and Letco Medical, LLC, as set forth herein. These Terms & Conditions are effective January 1, 2019.

I. PROGRAM REGISTRATION

- A. The Program is void where prohibited or restricted by law. Program accounts are not transferable and are not for sale, resale, or assignment.
- B. BY PROVIDING YOUR INFORMATION FOR REGISTRATION IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS IN THEIR ENTIRETY.
 - C. In order to register for and participate in the Program, you must:
 - 1. Be a registered customer of Letco Medical, LLC, with a current online account.
 - 2. Have spent at least \$5,000 at Letco Medical in the previous six months. This is a continuing obligation.
 - 3. Receive a Program registration number from Letco Medical.
- D. You may cancel your registration and participation in the Program at any time by sending an email message to info@letcomed.com. Upon cancellation, any unused discounts, credits and rebates accrued in your account will be forfeited and cannot be redeemed.
- E. LETCO MAY CANCEL YOUR REGISTRATION IF, IN ITS SOLE DISCRETION, IT DETERMINES THAT: YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS FOR REGISTRATION STATED IN THESE TERMS & CONDITIONS; YOU OBTAINED OR MAINTAINED REGISTRATION BY MEANS OF FRAUD OR OTHER DECEPTIVE PRACTICE; AND/OR YOU ARE IN VIOLATION OF THESE TERMS & CONDITIONS.

II. HOW TO EARN AND REDEEM DISCOUNTS

Registrants earn discounts as follows:

A. Discounts on Testing Services from ARL

- 1. If you spend \$10,000 at ARL in any calendar year, you will receive a 2.0% discount on purchases.
- 2. If you spend \$15,000 at ARL in any calendar year, you will receive a 3.0% discount on purchases.
- 3. If you spend \$30,000 at ARL in any calendar year, you will receive a 5.0 % discount on purchases.
- 4. If you spend \$75,000 or more at ARL in any calendar year, you will receive a 10.0% discount on purchases.
- 5. The discount will be applied at the point of sale.
- 6. Accounts must be kept current for discount to apply.
- 7. Discounts do not apply to outsourced tests or reference standard purchases.
- 8. Discounts cannot be combined with other ARL discounts.

B. Discounts on Purchases from Letco

- 1. If you spend \$10,000 at Letco in any calendar year, you will receive a discount in the form of a Letco credit in the amount of 1.0% of the amount you spent at ARL in the same calendar year.
- 2. If you spend \$20,000 at Letco in any calendar year, you will receive a discount in the form of a Letco credit in the amount of 2.0% of the amount you spent at ARL in the same calendar year.
- 3. If you spend \$50,000 at Letco in any calendar year, you will receive a discount in the form of a Letco credit in the amount of 3.0% of the amount you spent at ARL in the same calendar year.
- 4. If you spend \$150,000 or more at Letco in any calendar year, you will receive a discount in the form of a Letco credit in the amount of 5.0% of the amount you spent at ARL in the same calendar year.
- 5. If you return any goods to Letco, the corresponding amount will not count toward the calendar year total spend.

6. The discount must be used within 90 days of issuance.

III. INFORMATION EXCHANGE

- A. By registering for the program, you agree that the following information may be exchanged between Letco and ARL:
 - 1. Your customer name, contact information, and registration number.
 - 2. Your eligibility for the Program.
 - 3. The total amount you spent with ARL and/or Letco as necessary to calculate the discounts as provided above.
 - 4. The products and services ordered from ARL and Letco.
- B. The identified information will be exchanged and used only for the purposes of administering the program and determining potential collaborative or cost-saving services to be offered to you by ARL and/or Letco.
- C. You agree that the exchange of the identified information as provided in this section does not violate any confidentiality or non-disclosure agreement between you and ARL or Letco or any third party.

IV. MISCELLANEOUS

- A. BY REGISTERING FOR THE PROGRAM, YOU SPECIFICALLY ACKNOWLEDGE, AGREE, AND CONSENT TO BE BOUND BY THESE TERMS & CONDITIONS.
- B. Each of ARL and Letco reserves the right, in its sole discretion and at any time, to cancel, modify, or restrict the Program, in whole or in part, or any aspect of the Program, in whole or in part. Such action may be taken without advance notice. At all times, registrants are responsible for remaining knowledgeable about, and in compliance with, these Terms & Conditions.
- C. Each of ARL and Letco reserves the right to determine the amount spent by you for purposes of calculating the discounts described above. The amount spent by you is based on the internal records of ARL and/or Letco related to your account. ARL and Letco assume no responsibility for errors caused by incorrect information. The transfer and/or sale of discounts, credits and rebates is strictly prohibited and may result in the cancellation of your registration in the Program.

- D. The interpretation and application of the Program's Terms & Conditions are at the sole discretion and determination of Letco Medical and/or ARL.
- E. For disputes with ARL or related to or arising from Section II.A., you hereby consent to the exclusive jurisdiction of state courts located in the County of Oklahoma, State of Oklahoma, and to the governance of Oklahoma law without giving effect to any principles of conflicts of laws. For disputes with Letco or related to or arising from Section II.B., you hereby consent to the exclusive jurisdiction of state or federal courts located in the County of Wayne, State of Michigan, and to the governance of Michigan law without giving effect to any principles of conflicts of laws.
 - F. For information or questions regarding the Program, contact 800-239-5288.