



Product Donation Request Form

Xeris is committed to supporting initiatives that enhance both patient experiences and the diabetes care community. This form should be completed to request product donation for the 2023 Summer Camp Season. Xeris will be supporting the donation of Gvoke® Pre- Filled Syringe (PFS) and Gvoke Kit® to qualifying camps.

Instructions

If you would like to be considered for participation in this Program and request a donation of Gvoke® for your camp, please read the important application requirements below and **complete one form for each individual camp session by:**

- 1) **Completing all information** on this form, including all camp physician information and letter of affiliation. **Signature and Date required.**
- 2) Reviewing and **sign the attached Terms & Conditions**, which are incorporated herein by reference and made a part of this application as if fully stated below.
- 3) If your Diabetes Camp is a recognized, non-profit 501(c) or other organization, kindly **providing your IRS determination letter** (preferred) or a statement that you are a recognized and qualified non-profit, tax-exempt organization.¹
- 4) **Returning all documents** by email to Diabetescamps@xerispharma.com

For questions regarding this Program, please call: 1-877-XERIS-37

Camp Information

All requested products will be shipped to camp address.

Name of Diabetes Camp

Address of Diabetes Camp

City State Zip

Contact Name

Contact Title

Contact Telephone

Contact E-mail

Organization Federal Tax ID#

Requested Delivery Date

Diabetes Camp Dates (mm/dd/yy) to **If camp has multiple sessions please provide a list of all session dates.**

Estimated # of Campers

Contact Signature

¹ Product is donated to camps with 501(c)(3) status or a camp that is being sponsored by an organization with a 501(c)(3) status to serve children age 18 and under while attending camp.

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Healthcare Professional

Information (MD or NP)

(All fields required)

First Name [input field]

Last Name [input field]

Professional Designation [input field]

Affiliation with camp [input field]

Address [input field]

City [input field] State [input field] Zip [input field]

Shipping Address: (If different from the Camp address must be the medical office affiliated with medical director) Non-Residential address only

[input field]

HCP Telephone [input field] Email [input field]

State License # [input field]

Please attach a copy of the MD or NP physical license to application.

"I certify that I am a licensed practitioner eligible to receive and prescribe these products. If I am a Nurse Practitioner I certify that I am authorized and eligible in the state within which I am currently practicing to request and receive these products, and that I have my supervising Physician's approval to do so if required by law. I have requested these products for the medical needs of my diabetes patients attending a diabetes summer camp and acknowledge these products cannot be sold, traded, bartered, billed to a third party payer (including Federal Health Care Programs), or returned for credit."

SIGN HERE > [input field] [input field]

Practitioner Original Signature Only

Date of Request

Please make sure all items on page 1 are checked off, and return all materials by email to Diabetescamps@xerispharma.com

Select item you would like to request by checking the box/boxes below and insert quantity you would like to request.

- Gvoke® PFS (glucagon injection) 1.0 mg per 0.2 mL (adult dose) Qty: _____
- Gvoke® PFS (glucagon injection) 0.5 mg per 0.1 mL (pediatric dose) Qty: _____
- Gvoke Kit® (glucagon injection) includes customized syringes for both adult and pediatric doses Qty: _____

Please Note: Upon the termination or end date of the Camp Program, all unused product must be returned. Please refer to Section 2.3 of Terms and Conditions. Failure to return unused product may result in a camp becoming ineligible for future product donations for one or more years as determined by Xeris in its sole discretion.





[FACILITY LETTERHEAD]
[ADDRESS OF CAMP FACILITY] _____
[CITY, STATE, ZIP] _____
[PHONE NUMBER] _____

[Date] _____

FAX to 614-652-9391

Xeris Pharmaceuticals

Attn: Returns Department

15 Ingram Blvd.

Dock 43

LaVergne, TN 37086

I, [PHYSICIAN OR NURSE PRACTITIONER NAME] _____, am the
responsible person for purchases or sample orders made by [FACILITY NAME AND ADDRESS / IF MULTIPLE: PLEASE LIST
ALL NAMES AND ADDRESSES] _____ under my state license number _____
issued by the State of _____.

I will notify Xeris Pharmaceuticals immediately if my responsibility status and/or relationship with this
facility is changed or terminated.

[PHYSICIAN OR NURSE PRACTITIONER SIGNATURE]

Product Donation Terms and Conditions



By s choosing to participate in the Xeris Pharmaceuticals, Inc. *Diabetes Summer Camp Product Donation Program* (the "Program") by submitting this document, the Diabetes Camp listed on the first page of this Program form (the "Camp") agrees to the following terms and conditions:

1. Definitions

- 1.1. **"Camp's Representatives"** means any agents, affiliates, officers, directors, employees, subcontractors, and volunteers of the Camp.
- 1.2. **"Camp Program"** refers to the not-for-profit summer camp program designed to provide safe, recreational activities for children with diabetes.
- 1.3. **"Party"** means the Camp or Xeris Pharmaceuticals, as applicable, and **"Parties"** means the Camp and Xeris Pharmaceuticals.
- 1.4. **"Xeris Pharmaceuticals"** refers to Xeris Pharmaceuticals, Inc.
- 1.5. **"Xeris Pharmaceuticals' Representatives"** includes any and all authorized agents, affiliates, officers, directors, employees, or subcontractors of Xeris Pharmaceuticals."

2. Program Products

- 2.1. Subject to the limitations provided in Section 2.2 below, Xeris Pharmaceuticals agrees to donate at no cost to the Camp the products (the "Program Products") specifically identified on the Product Donation Request Form(s) as may be submitted from time to time by the Camp's attending Health Care Professional(s), each of whom must be a state-licensed individual who is legally qualified to request and receive pharmaceutical products. The Product Donation Request Form is on pages 1–2 of this document.
- 2.2. Notwithstanding any provision to the contrary, Xeris Pharmaceuticals reserves the right to limit the amount of Program Products which are being made available under this Program. As a result, Xeris Pharmaceuticals may, in its sole discretion, decide to accept or not accept any Product Donation Request Form(s) or to reduce the amount of Program Products provided under such requests. No Product Donation Request Form is valid until accepted, in whole or in part, by Xeris Pharmaceuticals, who reserves complete discretion concerning the extent of the Program. Neither the availability nor the amount of the charitable contribution will be determined in any manner that relates to a health care provider's past or expected prescribing or ordering decisions.
- 2.3. Upon the termination or end date of the Camp Program, if the Camp or the Camp's Representatives have in their possession any remaining Program Products, the Camp agrees to return the remaining Program Product by requesting a Return Authorization from Xeris Returns Department via email at GMB-SPS-ReturnRequests@cordlogistics.com unless otherwise directed by Xeris Pharmaceuticals.
- 2.4. The Camp represents and agrees that Xeris Pharmaceuticals is providing the Program Products in response to an unsolicited request from the Camp for its use during the Camp Program. Free Product is provided by Xeris Pharmaceuticals without regard to any future or past purchases of the requested product(s) or any other Xeris Pharmaceuticals Product. The authorizing physician or health care professional is not permitted under any circumstances to retain the free product for use outside of the camp setting.
- 2.5. The Parties expressly acknowledge and agree that Xeris Pharmaceuticals does not intend, nor shall the Camp or the Camp's Representatives construe, Xeris Pharmaceuticals' contribution of Program Products as consideration to the Camp or the Camp's Representatives, whether directly or indirectly, to induce the referral of patients, the purchase, lease or order of any item of service from or on the behalf of Xeris Pharmaceuticals, or the recommendation or arranging for the purchase, lease or order of any item of service from or on behalf of Xeris Pharmaceuticals.
- 2.6. Xeris Pharmaceuticals' donation of Program Products imposes no obligation, express or implied, for the Camp, the Camp's Representatives, or the campers to purchase, to prescribe, or otherwise support Xeris Pharmaceuticals and/or Xeris Pharmaceuticals' products.

3. Use of Program Products/Recordkeeping/Audit

- 3.1. The Camp agrees that the Camp and the Camp's Representatives shall use the Program Products for the sole purpose of treatment of the campers enrolled in the Camp Program. The Camp and the Camp's Representatives shall not sell, distribute or otherwise make available the Program Products to any other party for any purpose. Treatment decisions will be made by a licensed health care provider in consultation with his or her patient. Xeris Pharmaceuticals shall not attempt in any manner to influence the choice of therapy in favor of any particular pharmaceutical or other treatment including, without limitation, pharmaceuticals manufactured or marketed by Xeris Pharmaceuticals.
- 3.2. The Camp agrees that it shall not charge, either directly or indirectly, any campers or their parents or legal guardians for the Program Products. The Camp further acknowledges and agrees that neither the Camp nor the Camp's Representatives will submit, either directly or indirectly, any claims for reimbursement for the Program Products to any government or private third-party payor.
- 3.3. The Camp shall distribute a notice in the form attached hereto as page 5 (or a similar such notice) to the parents or legal guardians of each camper who receives the Program Products.
- 3.4. The Camp and the Camp's Representatives shall comply with all applicable federal, state, and local laws, rules and regulations which require the Camp to provide proper storage, handling, disposal, and secure, limited access to all Program Products and to maintain accurate records regarding the dispensing of such Program Products. The Camp further agrees to comply with all applicable federal, state and local laws, rules and regulations which require the Camp to retain all shipping invoices for the Program Products either received from or returned to Xeris Pharmaceuticals or Xeris Pharmaceuticals' Representative.
- 3.5. The Camp and the Camp's Representatives shall dispense or administer the Program Products in accordance with accepted standards of medical care.
- 3.6. Xeris Pharmaceuticals shall have the right to audit or designate a third party to audit the Camp's recordkeeping, use and return of the Program Products in accordance with the requirements of this Agreement.

4. Control Over Camp Program

- 4.1. With the exception of the Terms and Conditions set forth in this agreement governing the contribution and use of the Program Products, the Parties agree that the Camp has control and responsibility over all aspects of the Camp Program, including but not limited to camp activities, dietary supervision and medical monitoring and treatment of the campers, and the content for educational programs. The Parties agree that Xeris Pharmaceuticals does not have any control over or responsibility for the design, planning or execution of the Camp Program.



Product Donation Terms and Conditions



5. Compliance With Laws

- 5.1. The Camp represents and agrees that the Camp and the Camp’s Representatives will design, plan and implement all aspects of the Camp Program in compliance with all applicable federal, state and local laws, rules and regulations, including, but not limited to the United States Food, Drug and Cosmetic Act and the regulations promulgated pursuant thereto by the FDA or otherwise.
- 5.2. The Camp represents that, to the best of its knowledge after due inquiry, that neither the Camp nor any of the Camp’s Representatives have ever been and are not currently debarred under 21 U.S.C. § 335a(a) and (b), and neither the Camp nor the Camp’s Representatives shall use, in any capacity, in connection with the Camp Program the services of a person who has been debarred.
- 5.3. If any aspect of this Donation or the Camp Program is prohibited by or in violation of any applicable federal, state or local laws or rules and regulations, this agreement will terminate and the Camp and the Camp’s Representatives will return any unused Program Products to Xeris Pharmaceuticals or Xeris Pharmaceuticals’ Representatives in accordance with Section 2.3.

6. Disclosure of Funding/Objectivity

- 6.1. The Camp will determine appropriate disclosure of Xeris Pharmaceuticals’ sponsorship of the Camp Program to the campers and their parents or legal guardians.

7. Termination

- 7.1. This agreement shall terminate automatically upon the conclusion of the Camp Program. Prior to that time, Xeris Pharmaceuticals may terminate this agreement in its sole discretion if Xeris Pharmaceuticals determines the Camp has engaged in conduct or failed to act in a manner that Xeris Pharmaceuticals, in its sole discretion, believes adversely affects Xeris Pharmaceuticals or its reputation. If Xeris Pharmaceuticals terminates this agreement based upon such a determination, any obligation it may have under this agreement will cease immediately.
- 7.2. Xeris Pharmaceuticals may terminate this agreement without cause upon thirty days (30) notice to the Camp. If Xeris Pharmaceuticals exercises its right to terminate this agreement, any obligation it may have under these Terms and Conditions will cease upon the effective date of the termination.
- 7.3. Upon the expiration or termination of this agreement, the Camp and the Camp’s Representatives will return to Xeris Pharmaceuticals or Xeris Pharmaceuticals’ Representatives all unused Program Products in accordance with Section 2.3.

8. Property Ownership

- 8.1. Except as set forth in these Terms and Conditions, the Camp on behalf of itself and the Camp’s Representatives, agrees not to use the name of Xeris Pharmaceuticals in any publicity, advertising or other publication without Xeris Pharmaceuticals’ prior written approval.

9. Camp’s Responsibility for Its Representatives

- 9.1. The Camp shall select and shall have full and complete control of and responsibility for all actions of the Camp and the Camp’s Representatives. Xeris Pharmaceuticals shall have no duty, liability or responsibility of any kind, to or for the acts or omissions of the Camp or the Camp’s Representatives.
- 9.2. This agreement shall not be construed as creating a partnership, employment relationship, or relationship of principal and agent between the Parties or their respective representatives.
- 9.3. The Camp hereby agrees to defend, indemnify, and hold harmless Xeris Pharmaceuticals and Xeris Pharmaceuticals’ Representatives from and with respect to any and all claims of any kind based on any act or omission of the Camp or the Camp’s Representatives under or in connection with the Camp’s obligations pursuant to this agreement.

10. Insurance

- 10.1. The Camp shall maintain during the performance of the agreement the general liability insurance with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 per accident for bodily injury, including death and property damage. The Camp will provide Xeris Pharmaceuticals with proof of its insurance upon request and will provide Xeris Pharmaceuticals with thirty (30) days prior written notice of any cancellation in its coverage.

11. Entire Agreement; Amendment

- 11.1. These Terms and Conditions constitute the entire agreement between the Parties with respect to the Camp Program. This agreement may be changed only by a writing signed by authorized representatives of each Party.

12. Governing Law

- 12.1. This Agreement will be construed and interpreted, and its performance governed by the laws of the State of Illinois without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The state or federal courts located in Chicago, Illinois are the agreed-upon forum for the resolution of all disputes arising from or relating to the subject matter of this agreement.

If you have any questions about the requirements in this agreement, please contact our Customer Care Center at 1-877-XERIS-37.

Read, ACKNOWLEDGED and Agreed by:

Print Name

Signature

Title

Date



Dear [Parent or Guardian of Camper],

You are receiving this notice because your child was administered either Gvoke Kit® (glucagon injection) or Gvoke® Pre- filled Syringe (glucagon injection) at the direction of a health care provider while attending [name of camp]. Gvoke is an antihypoglycemic agent indicated for the treatment of severe hypoglycemia in pediatric and adult patients with diabetes ages 2 years and above. Information about this product can be found at: <https://www.gvokeglucagon.com/> . If you have questions regarding the use of this product, please talk to your healthcare provider.

The product was donated to the camp by the manufacturer of Gvoke, Xeris Pharmaceuticals, Inc. (www.xerispharma.com), and neither you nor your health plan will be billed for the product.

To the extent you have questions regarding this notice, please contact [insert respective camp point of contact].