ALVOGEN, ALMATICA, & ALMAJECT CHARGEBACK POLICY
Effective May 18, 2026

This document constitutes the Chargeback Policy (the "Policy") for Alvogen, Almatica, and Almaject (collectively referred to herein as "Alvogen") for the processing of Chargeback claims of Generics, Branded Pharmaceuticals, and Injectable medicines (the "Products").

Unless otherwise specified to the contrary in a direct purchasing agreement, the submission of a chargeback transaction to Alvogen constitutes the eligible entity's agreement to be subject to the terms and conditions of the then-applicable Policy and will be the sole basis for reimbursement eligibility.

Alvogen products purchased by Wholesalers for resale to their customers may from time to time be the subject of contract pricing arrangements which have either been (i) negotiated by Alvogen and customers independent of the Wholesaler or (ii) negotiated by Alvogen with the Wholesaler ("Customer Contracts"). The following represents the Alvogen standard policy for administering Customer Contracts in this context. Depending upon the individual facts and circumstances associated with a Wholesaler's administrative procedures for Chargeback-related matters (e.g., the extent of use of electronic data interchange ("EDI"), electronic funds transfer, and other factors that affect Alvogen's ability to efficiently deal with Chargeback matters), Alvogen may modify from time to time any or all of the terms of the Policy. Alvogen will notify Wholesaler thirty (30) days in advance in writing of any change to this policy and allow thirty (30) days for Wholesaler to implement change as may be required.

The amount of each chargeback is equal to the difference between Alvogen's published wholesaler acquisition cost ("WAC") for a product and the customer contract price in effect for the same product at the time of invoice. Wholesaler's customer is not eligible to receive contract prices until the Wholesaler receives confirmation via electronic data interchange ("EDI") 845 Bid Award/Change Notification transaction set (for EDI trading partners) or e-mail notification, with an effective date, from Alvogen. Wholesaler chargebacks will not be honored prior to the contract effective date outlined in the EDI 845 Bid Award/Change Notification transaction set or e-mail confirmation from Alvogen.

1. **Contracting and Price Changes:**

    a. Wholesaler shall recognize and administer Alvogen Customer Contracts under which customers may purchase certain products, subject to the continued validity of such contracts.

    b. Alvogen shall communicate contract changes (including but not limited to item adds, item deletes, price changes and membership changes) to Wholesaler via EDI 845 Bid Award/Change Notification transaction set or e- mail notification at least three (3) business days prior to the effective date of the change when possible. Wholesaler is responsible for maintaining and updating WAC or contract prices for a product in Wholesaler's systems. Contract changes shall be submitted by means of the EDI 845 Bid Award / Change Notification transaction set or e-mail notification.

2. **Chargeback Processing:**

    a. Wholesaler may not take a deduction for any chargeback discrepancy within ninety (90) days following Wholesaler's submission of a chargeback request.

    b. **Original Chargeback Claims** – Wholesaler shall transmit all original chargebacks claims in the form of a debit memo to Alvogen via the EDI 844 transaction set within 90 days following Wholesaler invoicing:

i. Any chargebacks received outside of the 90-day window will be adjudicated (accepted/rejected) at Alvogen discretion

ii. Wholesaler's customer shall be identified by DEA number (for related commercial submissions), HIN, and/or 340B ID (for related 340B submissions), or other mutually agreed customer identifier.

iii. All chargeback submissions for controlled substances require an active/valid DEA number at time of invoicing.

c. **Chargeback Resubmissions** – Subsequent to a notification from Alvogen (via EDI 849 reconciliation reports), Wholesaler may resubmit chargebacks with corrected information within thirty (30) days of Alvogen notification

i. Resubmission can be sent via the standard EDI 844 transaction set (preferred) or manually via electronic mail (e-mail) sent to the Alvogen chargeback group box at Alvogen-US-Chargebacks@Alvogen.com

ii. Any manual resubmission not submitted to the Alvogen chargeback group box provided shall be deemed invalid and will not be processed.

d. **Credit/Rebill** – Wholesaler credit/rebill submissions shall be no more than twelve (12) months after any Wholesaler invoice date

i. Any Credit/Rebill transactions received outside the 12-month window will be rejected as Chargeback Too Old, unless agreed upon by Alvogen prior to submission

e. **Chargeback Reconciliation** - Alvogen shall notify Wholesaler of credits issued and any chargeback disputes within fifteen (15) days of the date of chargeback submission via the standard EDI 849 transaction set (i.e., reconciliation reports)

i. Including all chargeback submission types (Original, Resubmissions, and Credit/Rebills)

f. For all 340B Program purchases, the Wholesaler is required to submit each chargeback with a valid 340B identifier ("ID" or "340B ID") for the eligible Covered Entity or, when applicable, the designated eligible Contract Pharmacy or Specialty Pharmacy. Including the HIN is preferred but not mandatory. Additional identifiers may be submitted with the 340B chargeback claim; however, any claim submitted without the required 340B ID will be denied.

g. The following information is required for chargeback processing:

i. Authorized Wholesaler (AW) Identifier (HIN or DEA number)
ii. AW Debit Memo Number
iii. AW must communicate end customer identifier to Alvogen (e.g. HIN, DEA, 340B ID)
iv. Eligible Member Name and Address
v. Alvogen Contract Number
vi. Product Type Code ID
vii. Unit of Measure in Eaches Only
viii. Quantity (submit only negative and positive. no partial quantity allowed)
ix. NDC# 11
x. Invoice Date

xi. Invoice Number
xii. WAC
xiii. End Customer Contract Price
xiv. Chargeback Amount
xv. Resubmission shall include a note which must contain member identifier and/or contract number with price group for Alvogen review.
xvi. EDI 844 BAA01 segment – must list the claim disposition:

Qualifier	Description
00	Original Chargeback
15	Chargeback Resubmission
18	Credit/Rebill
41	Credit/Rebill without Original Chargeback

xvii. If a unique line number for each transaction is not provided on Alvogen submissions, Alvogen will auto-assign a unique line number.

3. Dispute Resolution:

a. Legitimate chargeback reconciliation issues should be resolved as soon as possible with each Party responding to the other within ten (10) days following receipt of documentation supporting those issues, with full resolution of the chargeback reconciliation issue, by all involved parties, within ninety (90) days following the Wholesaler submission of the original chargeback reconciliation issue.

b. **Unauthorized Deductions** - Any Chargeback deduction submitted by the Wholesaler prior to receiving the Alvogen Chargeback Reconciliation report (e.g., EDI 849), unless received prior to the 15-day notification window, will be deemed unauthorized

   i. The Wholesaler will not be entitled to any advance chargeback deductions.

c. Alvogen reserves the right to dispute any chargeback claim from Wholesaler if it is deemed that Wholesaler is submitting chargebacks for product not in compliance with Alvogen terms and conditions as described herein. Both parties will work in good faith to resolve this type of chargeback reconciliation issue with full resolution of the chargeback reconciliation issue, by all parties involved, within ninety (90) days following the Wholesaler submission of the original chargeback issue.

4. Membership Eligibility

a. Alvogen will deny chargeback claims for sales to entities that are not sales pursuant to an approved Customer Contract at the time of sale as reflected in Alvogen records.

b. It is the expectation that the Covered Entity placing an order, (i.e., the Eligible Member), will select the appropriate account based on contract eligibility for date of sale. Nevertheless, it is the responsibility of the Wholesaler to verify active customer eligibility for participation in the 340B Program with HRSA's Covered Entity Office of Pharmacy Affairs ("OPA") database.

c. Only the OPA may determine whether an Authorized Purchaser is a "covered entity" and therefore Contract Price eligible pursuant to the Public Health Service's 340B Drug Discount program.

d. Wholesalers will not be permitted to sell to another Wholesaler or Distributor unless written approval is granted by Alvogen.

e. Alvogen reserves the right to make the final decision of an end customer's Class of Trade (COT). In instances where a class of trade is deemed applicable under a Customer Contract, Alvogen reserves the sole and exclusive right to assess and determine the eligibility of any end customer.

5. Customer Salable Product Returns

a. Upon Wholesaler issuing a credit to a Wholesaler's contract customer related to the sale of product under contract (for which Wholesaler previously billed and collected a chargeback from Alvogen regardless of amount), the entire chargeback line shall be reversed and remitted to Alvogen by the Wholesaler within thirty (30) days of Wholesaler issuing a credit to the contract customer related to the prior sale of product under contract. The reverse chargeback claim should reference the original invoice number and original invoice date

i. Alvogen does not accept chargebacks for returns of expired and/or damaged product - refer to the Alvogen Return Goods Policy

6. Alvogen Chargeback Audits

a. Alvogen shall have the right to audit Wholesaler's compliance with the respective contracts in force between Alvogen and Wholesaler's mutual customers and related chargeback matters including compliance with the chargeback reversal policy stated above. If an audit is required, then the scope of each chargeback audit shall be limited to the eighteen (18) month period immediately preceding the date such audit begins and Alvogen and Wholesaler will make a good faith effort to complete the audit in a reasonable timeframe.

7. Miscellaneous

a. The Wholesaler is only permitted to submit a chargeback claim for product purchased from Alvogen and not from an alternative source.

b. Wholesaler will reference the Alvogen credit memorandum reference number on all invoice payment deductions.

c. All credit memorandums that are not redeemed by a customer within one year of Alvogen issuance shall be considered null and void.

d. Any proposed request to change the process in the identification of customers, products, or other Chargeback line-item identifiers, outside this Chargeback Policy or other terms and conditions must be received by either party 90 days in advance of the date of targeted change or upon an earlier mutually agreed upon timeframe. In the event of a change in the law or interpretation thereof affecting this Chargeback Policy, Alvogen shall endeavor to implement any changes it deems necessary in a timely fashion.

e. Wholesaler will advise Alvogen on any suspicious indirect sales for Alvogen's review and possible chargeback reversal.

f. Wholesaler will not knowingly process a duplicate claim. If the Wholesaler becomes aware that it was paid for a duplicate chargeback claim by Alvogen, then the Wholesaler will process a chargeback adjustment to correct the error.

g. Alvogen will not be obligated to adjust the Wholesaler's source contract price as the result of Alvogen's decision to reduce a related product WAC price.