

# FREEDOM HEALTH LLC

## SUCCEED® Digestive Conditioning Program® Veterinary Formula Veterinary Colic Expense Reimbursement Program

Revised 18 January, 2016

Freedom Health LLC, a Delaware limited liability company (“Freedom Health”), makers of SUCCEED® Digestive Conditioning Program® Veterinary Formula (“SUCCEED VF”), believes that maintaining optimal digestive health can help horses avoid colic.

SUCCEED VF is an advanced daily nutritional supplement for horses that supports the healthy structure and function of the equine gastrointestinal (GI) tract, particularly for horses facing the challenges of modern equine care and feeding. As such, Freedom Health LLC is prepared to offer this Veterinary Colic Expense Reimbursement Program (the “Program”) exclusively to participating licensed veterinarians (“Veterinarian”).

### 1. Payment of Clinical Diagnostic Costs.

(a) General. Subject to the exclusions and other limitations set forth in the Program, if (i) Freedom Health is furnished with documentary evidence acceptable to Freedom Health’s Veterinary Review Committee that an affected horse was on a SUCCEED VF regimen when a colic occurred and (ii) said horse had its diet supplemented with SUCCEED VF supplement for at least 90 days immediately prior to a colic and, (iii) Freedom Health receives an affidavit from the Veterinarian and the owner of the horse stating that SUCCEED VF was used in accordance with Freedom Health’s product use instructions (see product label for directions of use), and (iv) the Veterinarian confirms in said affidavit to Freedom Health his/her colic diagnosis for the affected horse, then Freedom Health will pay the Veterinarian for his/her services to the affected horse up to a maximum amount of \$800.

(b) Documentation. As referenced above, for purposes of determining whether a Veterinarian is eligible for a payment described in Section 1(a) above, the owner of the affected horse and/or the Veterinarian must furnish Freedom Health with an Affidavit complete with the following: (i) copies of invoices showing the monthly supplies of SUCCEED VF purchased by the owner of the affected horse from the Veterinarian and verifying its proper and actual use in the dietary regimen of the affected horse for the minimum period set forth in Section 1(a)(ii); (ii) copy of veterinarians report evidencing the colic treatment; (iii) copies of invoices/statements evidencing the medical services provided for the colic.

(c) Exclusions. The payment described in this Section 1 is NOT available for a horse which has a colic which is unrelated to a GI tract dysfunction (collectively, “Non-Eligible Colics”). Non-Eligible Colics include, but are not limited to: (i) reproductive organ related colics, (ii) renal related colics, (iii) pleural related colics, (iv) strangulations resulting from masses (e.g. lipomas and neoplasias), (v) mesenteric rents, (vi) entrapments, e.g. nephro-splenic entrapment, epiploic foramen entrapment, (vii) colics arising from foreign bodies (e.g. enteroliths and sand colics), (viii) colics attributed to parasitic infections, (ix) peritonitis arising from

non GI tract sources, (x) colics caused by dehydration: and (xi) colics caused by improper care, neglect or mismanagement of an affected horse.

(d) Timing of Payment. Any payment by Freedom Health pursuant to this Section 1 will be made within 14 days after Freedom Health’s Veterinary Review Committee’s receipt and review of all requested documents and medical records, its review of the case and its approval of a Veterinarian’s eligibility for payment, the eligibility of an affected horse’s colic, and the verification of the required and proper of the use of SUCCEED VF.

### 2. Payment of Surgical Costs.

(a) General. Subject to the exclusions and other limitations set forth in the Program, if (i) Freedom Health is furnished with documentary evidence acceptable to Freedom Health’s Veterinary Review Committee that an affected horse was on a SUCCEED VF regimen when a colic occurred and (ii) said horse had its diet supplemented with SUCCEED VF supplement for at least 90 days immediately prior to a colic and, (iii) Freedom Health receives an affidavit from the Veterinarian and the owner of the horse stating that SUCCEED VF was used in accordance with Freedom Health’s product use instructions (see product label for directions of use), and (iv) the affected horse thereafter undergoes surgery for a colic condition caused by an eligible GI tract dysfunction (e.g., colic caused by torsion, displacement and intussusception, etc.), then Freedom Health will pay to the Veterinarian or the surgical referral center (“SRC”) a portion of the surgical costs, related pre-surgery diagnostics costs, and post-surgery recovery costs charged by the Veterinarian or SRC in connection with the surgery, up to a maximum amount of \$15,000.

(b) Documentation. As referenced above, for purposes of determining whether a Veterinarian or SRC is eligible for the payment described in Section 2(a) above, the owner of the affected horse and/or the Veterinarian must furnish Freedom Health with an Affidavit complete with attached copies of invoices showing the monthly supplies of SUCCEED VF purchased by the owner of the

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affected horse from the Veterinarian and verifying its proper and actual use in the dietary regimen of the affected horse for the minimum period set forth in Section 2(a)(i) and the following: (i) invoices demonstrating that the quantities of SUCCEED VF consumed by the affected horse were purchased only from the Veterinarian, (ii) a copy of the surgeon's report indicating the cause of colic, and (iii) copies of invoices/statements evidencing the surgical costs, related pre-surgery diagnostics costs, and post-surgery recovery costs for which payment is sought under the Program.

(c) Exclusions. The payment described in this Section 2 is NOT available in cases involving Non-Eligible Colics, as set forth in Section 1(c) above.

(d) Timing of Payment. Any payment by Freedom Health pursuant to this Section 2 will be made within 14 days after Freedom Health's Veterinary Review Committee's receipt and review of all requested documents and medical records, its review of the case and its approval of a Veterinarian's eligibility for payment, the eligibility of an affected horse's colic and the verification of the required and proper use of SUCCEED VF.

(e) Other Exclusions/Limitations. Horses with a prior history of colic surgery are excluded from participation in the Program. Freedom Health may, in its sole and absolute discretion, review and approve a horse which has had a prior history of colic surgery for participation in the Program on a case by case basis. Freedom Health's Veterinary Review Committee, may, upon request by a horse owner or veterinarian, review a particular case and determine whether or not the horse will be eligible to participate in the Program. The decision of the Veterinary Review Committee shall be absolute and final. Freedom Health reserves the right to disqualify any horse from participation in the Program at any time and in its sole and absolute discretion.

3. Change of Horse Ownership. This Program will continue to apply to a horse that has been supplemented with SUCCEED VF if the horse's ownership should change, if, and only if, Freedom Health is notified of such change in ownership in writing and a Veterinarian furnishes proof in a form satisfactory to Freedom Health that such horse was participating in a SUCCEED VF dietary supplement regimen in accordance with Freedom Health's product use instructions for a period of at least ninety (90) days immediately prior to the change in ownership.

4. General. Any Veterinarian submitting a request for reimbursement hereunder who exceeds normal industry standards

for either the occurrences of colic (as reported in a USDA publication issued in October 2001) or the amounts charged by the Veterinarian will be required to provide Freedom Health's Veterinary Review Committee with access to his/her records and will assist in obtaining the affected horse's (or horse's), trainers, stable owners and/or owners responsible for the care of any affected horse available for consultation with Freedom Health or its representatives.

5. Inapplicability and Discontinuation. Freedom Health reserves the right to make this Program inapplicable to any horse, for any reason, at any time prior to an incident of colic to that horse. Freedom Health reserves the right to make this Program inapplicable to any veterinarian. This Program may be discontinued at any time by Freedom Health.

6. Geographic Limits. The Program is offered for horses ordinarily resident in the USA and licensed practicing veterinarians in the U.S. only. Veterinarians may not be eligible for the Program in all states. Veterinarians are advised to refer to the Veterinary Practice Laws in their state to determine eligibility.

7. No Warranties or Guarantees. FREEDOM HEALTH MAKES NO WARRANTY, GUARANTY OR CLAIM THAT USE OF SUCCEED VF WILL PREVENT, OR REDUCE THE LIKELIHOOD OF, THE OCCURRENCE OF COLIC OR ANY OTHER MEDICAL CONDITION IN ANY HORSE.

8. Agency. Participation in this Program does not create an agency relationship of any type between Freedom Health and a participating veterinarian. Veterinarians that are participating in this Program are not agents of, and shall not represent or conduct themselves in a manner which could be considered acting on behalf of or as an agent for, Freedom Health. It being expressly agreed and understood that no such agency relationship exists.

9. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Ohio. The exclusive and agreed upon venue for any claim or dispute arising under the Program shall be in the county courts of Portage County, located in Ravenna, Ohio.

10. Attorney's Fees. In the event any dispute arises out of the Program, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred in its participation in such action or claim, whether suit be brought or not.