

## **TERMS AND CONDITIONS OF PFIC PATIENT ASSISTANCE PROGRAM**

**\*US ONLY--TERMS & CONDITIONS MAY VARY IF APPLICANT RESIDES OUTSIDE OF THE UNITED STATES**

**Agreement.** By submitting your application (the “Application”) for the PFIC Patient Assistance Program (the “Program”), you hereby agree to these Terms and Conditions, which shall become a binding agreement (this “Agreement”) between you and Progressive Familial Intrahepatic Cholestasis Advocacy and Resource Network, Inc. (“PFIC”) as of the date that your application is submitted.

**Requirements.** The guidelines set forth on the Program flyer and on [www.pfic.org](http://www.pfic.org) are incorporated into and made a part of this Agreement. You must be 18 years or older to apply for the Program, a United States citizen (non-US residents may be approved, in PFIC’s sole discretion, on a case-by-case basis subject to the terms set forth in SCHEDULE 1, attached hereto and hereby incorporated by reference), and you (“Applicant”) must be currently receiving treatment for Progressive Familial Intrahepatic Cholestasis (the “Condition”), or the parent or legal guardian of a child (a “Minor Applicant”) currently receiving treatment for such Conditions. An Applicant may apply for the Program as needed during the year, but an Applicant or an Applicant’s Immediate Family (as defined below) will only be awarded Funds under the Program once per calendar year. As used in this Agreement, the “Immediate Family” includes the Applicant’s caregivers, spouse, parents, grandparents, children, grand-children, brothers, sisters, mother-in-law, father-in-law, brothers in law, sisters in law, daughters in law, sons in law, and shall apply regardless of whether such relations occur through adoption, half relations, or step relations. You must certify your diagnosis in the Application, or if you are submitting an application on behalf of a Minor Applicant, you must certify such Minor Applicant’s diagnosis of the Condition in the Application. You may use a public social media page or other medical support website to confirm the diagnosis, or you may request that your health care provider sends confirmation of the diagnosis directly to PFIC using a waiver form provided by PFIC. The original invoice for which funding is sought must be attached to the Application. Funds shall be disbursed directly to the third-party payee, if such payee is located in the United States and has issued the invoice submitted with the application or as provided in SCHEDULE 1 (the “Payee”). Please provide all contact information associated with the Payee. Each award of Funds shall not exceed One Thousand Dollars (\$1,000.00).

**Limitation of Program.** You understand and agree that the date and timeframe in which any funds disbursed in connection with the Program (the “Funds”) cannot be amended or changed to fulfill a time sensitive or overdue invoice. Receipt of the Funds should not be relied upon for emergency or exigent circumstances. PFIC expressly disclaims any liability, damages, claims, or penalties, including but not limited to late fees or damages due to a cessation of services, caused by a failure of the Funds to reach Payee within a specific timeframe or by a specific date, due to a partial payment on amounts due and owing, or for any other reason, including a delay in processing by the Payee. PFIC further makes no guarantees with respect to the date on which the Funds shall be received by the Payee.

**Discretion.** PFIC anticipates it shall make up to nine (9) awards of one thousand Dollars (\$1,000.00) during the calendar year; however, PFIC expressly reserves the right to award Funds and administer the Program in its sole discretion. PFIC may discontinue or suspend the Program at any time in its sole discretion.

**Warranty.** You, on your behalf and on behalf of any Minor Applicant, shall comply with all federal, state, and local laws, rules, regulations, and ordinances in connection with this Agreement, your Application, and any Funds. You further agree that the payment of Funds on your behalf or on behalf of any Applicant shall not violate any federal, state or local law, rule, regulation or ordinance, including but not limited to, laws governing the use and exchange of protected health information, privacy rules and regulations, taxation, and copyright and trademark rules and regulations. **You understand and agree that PFIC makes no warranties or representations with respect to any tax obligations incurred as a result of the Program or the Funds, and you expressly understand and agree that all withholdings, liabilities, and contributions shall be solely your responsibility or the responsibility of the Applicant.** If submitting this Agreement on behalf of any person other than yourself, you expressly warrant and agree that you have authority and permission to submit such application and that all information contained in the Application is truthful, accurate, and complete.

**Grant of Funds.** You affirm you have no business that would conflict in any manner or degree with the Program or the mission and purpose of PFIC. PFIC expressly reserves its right to terminate this Agreement immediately and upon notification that you have engaged in conduct that is deemed to reasonably conflict with the mission and purpose of PFIC, as solely determined by PFIC, in which event no Funds shall be paid on your behalf. PFIC reserves the right to request removal of any public statements, including those on social media (“Public Statements”), in its sole discretion. You shall not post any Public Statements that may tarnish the reputation or goodwill of PFIC. PFIC expressly reserves its right to terminate this Agreement immediately upon notification that any Public Statements have been distributed in violation of this provision, require repayment of any Funds, and obtain an injunction to enjoin any further dissemination of Public Statements in violation of this provision, in addition to any other remedies available to PFIC. If executing this Agreement on behalf of a Minor Applicant, you hereby give your authority and permission for PFIC to verify the relationship between you and any such Minor Applicant. You further give PFIC authority and permission to contact any third party, including the Payee, to confirm the veracity of any materials submitted in connection with the Application or the Program.

**Indemnification.** You, on your behalf, and on behalf of any Minor Applicant(s), your spouse, heirs, next of kin, assigns, executors, administrators, agents, successors, legal representatives, or any others who may claim on your behalf (collectively the “Indemnifying Parties”) agree to indemnify, defend and hold harmless PFIC and its affiliates from and against any demands, actions, suits, damages, settlements, costs, liabilities, losses, claim, and expenses, including reasonable attorneys’ fees and costs, as a result of: the Indemnifying Parties’ negligence or willful misconduct; the inaccuracy or breach of any of the covenants, representations, and/or warranties in this Agreement; arising out of or related to the issuance of Funds under this Agreement, including to any Payee; any tax liability, contributions, or any other payment or fee assessed in connection with any tax liability associated with the Program and/or the Funds, including penalties and interest if applicable; and/or any other violation of any federal, state, or local law, rule, regulation or ordinance, including without limitation rules and regulations associated with claims of defamation or copyright or trademark rules or regulations. This provision shall survive the termination of this Agreement.

**Termination.** PFIC may terminate this Agreement at any time upon five (5) days prior written notice to you.

**Release and Waiver.** By submitting the Application and entering into the Agreement, you, on your behalf, and on behalf of any Minor Applicant(s), your spouse, heirs, next of kin, assigns, executors, administrators, agents, successors, legal representatives, or any others who may claim on your behalf (collectively the “Releasing Parties”), hereby forever waive and release PFIC, and its owners, employees, trustees, contractors, volunteers, representatives, agents, assigns, successors, and anyone else acting for or on its behalf (collectively referred to herein as “PFIC Releasees”) from any and all liability, present, past, and in the future relating to, connected with, or arising out of the Program, the disbursement of any Funds and/or this Agreement. The Releasing Parties promise not to sue, and hereby forever irrevocably waive, release, remise, and discharge the PFIC Releasees from any and all liability, claims, demands, actions or rights of action, or damages of any kind, related to, arising from, or in any way connected with the Program, any Funds, and/or this Agreement. This Release and Waiver applies to all claims, demands, damages, costs, expenses, actions and causes of action, foreseen or unforeseen, including but not limited to negligence, breach of statutory, or other duty of care. The Releasing Parties understand and agree that this Agreement and Waiver and Release is intended to be as broad and inclusive as permitted by law, and shall survive the termination of this Agreement.

**Permission to Use Likeness/Name.** You, on your behalf and on behalf of any Minor Applicant (collectively for this paragraph “You”), expressly grant PFIC the ability to use your name, appearance, image, likeness, voice, identity, picture, or personal story, and/or the name, appearance, image, likeness, voice, identity, picture, or personal story of any Applicant (hereinafter, collectively, the “Likeness”) in any manner in connection with PFIC’s business (including but not limited to for purposes of advertising and trade). You release Your rights of publicity, editorial rights, or other rights with respect to the Likeness in connection

with PFIC's business and acknowledges that You will not receive any compensation for PFIC's use of the Likeness. This provision shall survive the termination of this Agreement.

**Waiver of Breach**. None of the terms of this Agreement shall be deemed to be waived or modified except by a written document executed by PFIC and you. Failure or delay of either party hereto to enforce any of its rights under this Agreement shall not be deemed a modification or a continuing waiver by such party of any of its rights under this Agreement.

**Entire Agreement and Severability**. This Agreement, any Exhibits or Schedules attached hereto, and such other documents as are expressly incorporated hereinto by reference, constitutes the entire agreement between you and PFIC and supersedes all prior negotiations, agreements, and understandings between the parties with respect thereto. In the event that any provision of this Agreement shall be held to be invalid and legally unenforceable, the same shall not affect in any respect whatsoever the validity and enforceability of the remainder of this Agreement. The Program is void where it is prohibited by law. This Agreement may only be amended by a written document duly executed by the parties.

**Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state of Kentucky, excluding its conflicts of laws, and any disputes arising hereunder shall be brought in a venue within the State of Kentucky.

By signing below, I am acknowledging I have read and agree to the above "Terms and Conditions of the PFIC Patient Assistance Program."

Signed (applicant):

Date:

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Printed name (applicant):

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## **SCHEDULE 1**

Except as otherwise specifically provided herein, capitalized words used herein shall have the meanings assigned to them in the PFIC Patient Assistance Program Terms and Conditions (the "TOS"). The terms and conditions of the TOS and the Global Financial Assistance Program (hereinafter, collectively, the "Master Agreements") are hereby incorporated herein by reference and govern Schedule, provided, that, in the event the provisions of this Schedule conflict with the Master Agreements, this Schedule shall control.

**A. The parties hereby agree that the Master Agreements shall be modified as follows:**

**B. The parties hereby agree that the Funds shall be provided as follows:**