

Welcome – from Galderma Canada!

Dear Valued Client;

At Galderma Canada Inc. we are committed to delivering innovative medical solutions to meet the dermatological needs of people throughout their lifetime while serving healthcare professionals.

We pride ourselves on our commitment to providing formulations and innovative research grounded in science-based solutions for skin conditions. Our current portfolio treats a range of dermatological conditions including: acne, rosacea, psoriasis, skin cancer, and solutions for skin senescence, which includes some brands you already know, like METROGEL[®], TACTUPUMP[™], APPRILON[™], ONRELTEA[™], and CETAPHIL[®], to name a few. Our portfolio continues to grow and now includes key products in Aesthetic Dermatology such as RESTYLANE[®], PERLANE[®], SCULPTRA[®], DYSPORT[™], and EMERVEL[®].

What you can expect from the Galderma Aesthetics & Correctives division:

- **A commitment to customers and patients**
- **Innovative products that address patients' needs**
- **Education to support the marketplace we serve**

We are confident you will be happy with our products and that is why we would like to offer you a **six month** promotional deal on our aesthetics brands (available only to new accounts) to ensure you are not only familiar with our products but continue to choose GALDERMA Canada as your preferred business partner.

In this folder you will find your Galderma Aesthetics Business Partner's business card, our Galderma Branding Agreement, Galderma Privacy Agreement, credit applications as well as an order form/price list.

Please do not hesitate to contact us if you have any questions about how Galderma Canada can support your practice and ensure optimal patient satisfaction.

Sincerely,



Joe Quinto
Director of Sales, Aesthetic & Corrective Business Unit

AGREEMENT FOR USE OF GALDERMA IMAGES BY A HEALTHCARE PROFESSIONAL

The undersigned (“You” or “you”) agrees as follows regarding use of any trademark, logo, slogan, photograph, illustration, video, text, or image (“Image(s)”) relating to *Sculptra*[®], *Restylane*[®], *Emervel*[®], or *Perlance*[®] (“Products”):

- 1. RESTRICTIONS ON USE OF IMAGES:** The Images provided to you by Galderma Canada Inc. or its affiliates (“Galderma”) are for use by or on behalf of you and your practice only. You are entitled to use the Images solely for the purpose of promoting your or your practice's association with the Products in Canada. You shall have no right to assign, sublicense, rent, lease, or lend the Images to a third party. You shall use the Images only in accordance with this Agreement. You are not allowed to alter the Images in any way.
- 2. OWNERSHIP OF COPYRIGHTS IN WORKS:** All graphic, textual, and audiovisual Images (“Works”) being provided to you by Galderma, including but not limited to logos, photographs, illustrations, and videos, are protected under copyright law, and the copyrights in such Works are either owned by or have been licensed to Galderma in Canada. You will do nothing inconsistent with such ownership and agree that nothing in this Agreement shall give you any right, title, or interest in the Works.
- 3. PERMISSION TO USE WORKS:** You have permission to use the Works for producing promotional materials only (“Materials”), and only in connection with the promotion of Products supplied by Galderma or its authorized distributor(s). You agree that distribution of Materials containing one or more Works shall be limited to Canada. The right to use the Works is non-exclusive.
- 4. RESTRICTIONS ON USE OF WORKS:** You agree: (1) to use the Works to promote Products originating from Galderma or its authorized distributor(s) only; (2) to use the Works to promote Products only in accordance with Product labeling approved by Health Canada; (3) to use the Works in accordance with all applicable national, province, territory, and local laws and regulations, including but not limited to the Food and Drug Act and Regulations and the Canadian Code of Advertising Standards; (4) any Before & After Photos shall be used solely to illustrate treatment with Products; (5) not to alter the Works in any manner; and (6) to retain all copyright notices and photo credits, as they may appear in the Works, on all of the Materials you create and/or distribute.
- 5. OWNERSHIP OF MARKS:** All Images comprising trademarks, logos, and slogans being provided to you by Galderma (“Marks”) are protected under trademark law, and are either owned by or have been licensed to Galderma in Canada. You will do nothing inconsistent with such ownership and agree that nothing in this Agreement shall give you any right, title, or interest in the Marks.
- 6. PERMISSION TO USE MARKS:** You have permission to use the Marks only in the Canada and only in connection with the promotion of Products supplied by Galderma or its authorized distributor(s). You agree that distribution of Materials containing one or more Marks shall be limited to Canada. The right to use the Marks is non-exclusive.
- 7. RESTRICTIONS ON USE OF MARKS:** You agree to use the Marks to promote the Products only in Canada, and only in accordance with Product labeling. Furthermore, you agree to use the Marks

only in the form and manner provided without any changes, modifications, alterations, or substitutions. You agree to include all trademark notices whenever the Marks are used.

8. **QUALITY CONTROL OF PRODUCTS IN CONNECTION WITH WHICH MARKS ARE USED:** Use of the Marks is subject to the control of Galderma with respect to the nature, character and quality of the Products. You agree: (1) to use the Marks only in connection with Products supplied by Galderma or its authorized distributor(s); (2) that Galderma shall have the right to inspect the Products promoted by you in connection with the Marks for purposes of maintaining control over the nature and quality of the Products; (3) that Materials related to the Marks shall conform to all applicable national, province, territory, and local laws and regulations and to the quality standards set by Galderma; (4) to provide copies of all Materials related to the Marks to Galderma upon written request by an authorized representative of Galderma, and to make any and all amendments required by Galderma to such Materials, if requested, including but not limited to immediately discontinuing use of the Marks; and (5) to comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the distribution and promotion of the Products.
9. **INFRINGEMENT OF WORKS OR MARKS:** You agree to promptly notify Galderma of any unauthorized use of the Works and/or infringement of the Marks and/or any claim made by a third party adverse to Galderma's rights in the Works and/or Marks, which comes to your attention. Galderma has the exclusive right to enforce the copyrights in the Works and rights in the Marks in Canada and, based on its sole discretion, to pursue infringements of the Works and/or Marks within Canada.
10. **TERM, TERMINATION, AND MODIFICATION:** This Agreement shall begin on the date of execution of this Agreement set forth below and continue in full force and effect for two (2) years from such date of execution. Upon expiration, suspension or termination of this Agreement, you agree to immediately discontinue all use of the Images, Marks, and Works, and to destroy all Materials containing the Images, Marks, or Works in your possession or under your control. Galderma may suspend or terminate this Agreement prior to expiration, for any reason, with or without cause.
11. **NO ASSIGNMENT:** This Agreement, nor any of the rights herein, cannot be assigned, sublicensed or otherwise transferred by you to any other company, individual, or entity.
12. **WAIVER:** Waiver by either party of a breach or default of any provision of this Agreement by the other party shall not constitute a waiver by such party of any succeeding breach for the same or other provisions nor shall any delay or omission on the part of a party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such right, power or privilege by such party.
13. **SEVERABILITY:** In the event that any portion of this Agreement shall be found invalid or unenforceable, it shall be severed from the remainder of the Agreement and the remainder of the Agreement shall remain in full force and effect as if the severed portion had not been a part thereof.
14. **INDEMNIFICATION:** You shall indemnify and hold Galderma harmless for all liability from third party claims resulting from violations of the terms of this Agreement or willful or intentional violations by you of national, province, territory, and/or local laws or regulations relating to the

promotion, sale, or use of the Products, including but not limited to reasonable attorney's fees, costs and amounts paid in settlement of any such claim.

15. **NO WARRANTY:** You acknowledge that the Works and Marks are being delivered AS IS and Galderma makes no warranty as to their use or performance. Galderma DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE WORKS OR MARKS OR RELATED DOCUMENTATION, NOR MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL GALDERMA BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES FOR ANY REASON. Under no circumstances, including, but not limited to, negligence, shall Galderma be liable for reliance by you on any information on the Works and/or Marks provided herewith, nor shall Galderma be liable for any direct, incidental, special, consequential, indirect or punitive damages that result from the use of, or the inability to use, the Works and/or Marks, even if Galderma or an authorized representative of Galderma has been advised of the possibility of such damages. Galderma does not warrant or make any representations regarding the use of or the result of the use of the Works and/or Marks in terms of their correctness, accuracy, reliability or otherwise. The above exclusion may not apply to you, to the extent that applicable law may not allow the exclusion of implied warranties.

IN WITNESS WHEREOF, the undersigned has executed this Agreement the day and year written below.

By:	Practice or Business Name:
Name:	Address:
Title:	City:
Date:	Province/Territory: Zip/Postal Code:

Email Address (mandatory): _____

Galderma Client Number (mandatory): _____

Galderma Privacy Agreement

Galderma Brand Websites – Doctor Locator

In order to help direct consumers to Facial Aesthetic clinics such as yourself, Galderma Canada would like to obtain your permission to display your clinic's address and contact information in a "doctor locator" application on Galderma branded websites as well as any associated educational 3rd-party sites supported by Galderma.

The "Doctor Locator" works as a clinic finder, enabling consumers to enter their postal code and find a clinic near them that offers the Galderma products they are looking for. If you would your clinic's address and contact information included on these sites, please sign below and input your clinic's information in Exhibit B.

READ AND AGREED TO this _____ day of _____, 2015.

Registered Legal Name of Clinic, if any:

Registered Business Name of Clinic, if different from above:

Full Name of Chief Medical Doctor:

Signature of Chief Medical Doctor:

(mandatory)

Exhibit B

First Name:	
Last Name:	
Practice Name:	
Address:	
City:	
Province:	
Postal Code:	
Email:	
Website:	
Phone Number:	
Fax Number:	
Website to be Added to:	<input type="checkbox"/> DysportCanada.ca <input type="checkbox"/> Restylane.ca <input type="checkbox"/> SculptraAesthetic.ca <input type="checkbox"/> Emervel.ca

Account Set-up Form



SECTION 1

Billing Information

Customer Name: _____
(Maximum of 40 characters)

Bill to Address: Address Line 1 _____
(Maximum of 40 characters)

Address Line 2 _____
(Maximum of 40 characters)

City _____ Province _____

Postal Code _____

Buyer: Name _____

Email _____

Telephone number _____ Fax Number _____

Accounts Payable: Name _____

Email _____

Telephone number _____ Fax Number _____

Shipping Information

Same as Billing Information: No _____ Yes _____
(If "Yes", skip Shipping Information Section)

Ship-to Name: _____
(Maximum of 40 characters)

Ship to Address: Address Line 1 _____
(Maximum of 40 characters)

Address Line 2 _____
(Maximum of 40 characters)

City _____ Province _____

Account Set-up Form



Postal Code _____

Receiving Contact: Name _____

Email _____

Telephone number _____ Fax Number _____

GST Registration Number _____

QST Registration Number _____
(If applicable)

Do you qualify for PST Exemption Status: _____
(If Yes, supply exemption certificate)

Are you a Pharmacy: No _____ Yes _____

Disclaimer: Injectable drugs and medical devices can only be administered by physicians and nurses. If a pharmacy is applying for an account, please sign here to confirm the pharmacy will not administer any injectable drugs or medical devices.

Signature of Authorized Person _____

Please select if you are any of the following Health Care Professionals:

Medical Doctor _____ Nurse Practitioner _____

Dentist (practicing in Alberta or British Columbia) _____

Disclaimer: Injectable drugs and medical devices can only be administered by physicians and nurses. If a physician will be purchasing injectable drugs or medical devices, please provide us with your Licence #.

Licence # _____

Are purchases for re-sale: No _____ Yes _____

Are you allowed by law to purchase prescription products for re-sale: No _____ Yes _____

Are purchases for export: No _____ Yes _____

Account Set-up Form



Other Comments and/or instructions:

SECTION 2

Credit Card: Visa Mastercard AMEX

Card Holder Name: _____

Credit Card Number: _____

Expiration Date: _____

Card Holder Signature: _____

Your credit card will be charged once your order has been processed.

SECTION 3

Name of Authorized Person Applying for Account: _____

Position: _____

Signature of Authorized Person

Date

ALL CREDIT APPLICATIONS MUST BE RETURNED TO GALDERMA HEAD OFFICE FOR APPROVAL:

EMAIL (preferred method): ACCOUNTING.CANADA@GALDERMA.COM

FAX: 905-762-2504

CREDIT APPLICATIONS **SHOULD NOT** BE SENT TO GALDERMA ORDER DESK. FOR FURTHER ASSISTANCE, PLEASE CONTACT THE FINANCE DEPARTMENT AT (905-762-2500).

SECTION 1

Billing Information

Customer Name: _____
(Maximum of 40 characters)

Bill to Address: Address Line 1 _____
(Maximum of 40 characters)

Address Line 2 _____
(Maximum of 40 characters)

City _____ Province _____

Postal Code _____

Buyer: Name _____

Email _____

Telephone number _____ Fax Number _____

Accounts Payable: Name _____

Email _____

Telephone number _____ Fax Number _____

Shipping Information

Same as Billing Information: No _____ Yes _____
(If "Yes", skip Shipping Information Section)

Ship-to Name: _____
(Maximum of 40 characters)

Ship to Address: Address Line 1 _____
(Maximum of 40 characters)

Address Line 2 _____
(Maximum of 40 characters)

City _____ Province _____

Account Set-up Form (Extended Terms)



Postal Code _____

Receiving Contact: Name _____

Email _____

Telephone number _____ Fax Number _____

Requested Credit Limit \$ _____ Estimated Annual Purchase \$ _____

GST Registration Number _____

QST Registration Number _____
(If applicable)

Do you qualify for PST Exemption Status: _____
(If Yes, supply exemption certificate)

Are you a Pharmacy: No _____ Yes _____

Disclaimer: Injectable drugs and medical devices can only be administered by physicians and nurses. If a pharmacy is applying for an account, please sign here to confirm the pharmacy will not administer any injectable drugs or medical devices.

Signature of Authorized Person _____

Please select if you are any of the following Health Care Professionals:

Medical Doctor _____ Nurse Practitioner _____

Dentist (practicing in Alberta or British Columbia) _____

Disclaimer: Injectable drugs and medical devices can only be administered by physicians and nurses. If a physician will be purchasing injectable drugs or medical devices, please provide us with your Licence #.

Licence # _____

Are purchases for re-sale: No _____ Yes _____

Are you allowed by law to purchase prescription products for re-sale: No _____ Yes _____

SECTION 4

Trade Reference 1

Company Name: Company _____

Address line 1: Company _____

Address line 2: Contact: _____

Name _____

Email _____

Telephone number _____ Fax Number _____

Trade Reference 2

Company Name: Company _____

Address line 1: Company _____

Address line 2: Contact: _____

Name _____

Email _____

Telephone number _____ Fax Number _____

Trade Reference 3

Company Name: Company _____

Address line 1: Company _____

Address line 2: Contact: _____

Name _____

Email _____

Telephone number _____ Fax Number _____

Account Set-up Form (Extended Terms)



SECTION 5

Name of Authorized Person Applying for Credit: _____

Position: _____

Signature of Authorized Person Date

SECTION 6 - Only complete section, if you would like your credit card to be charged for invoices that are due

Credit Card: Visa Mastercard AMEX

Card Holder Name: _____

Credit Card Number: _____

Expiration Date: _____

Card Holder Signature: _____

I authorize Galderma Canada Inc. to use my credit card for invoices that are due

ALL CREDIT APPLICATIONS MUST BE RETURNED TO GALDERMA HEAD OFFICE FOR APPROVAL:

EMAIL (preferred method): ACCOUNTING.CANADA@GALDERMA.COM

FAX: 905-762-2504

CREDIT APPLICATIONS **SHOULD NOT** BE SENT TO GALDERMA ORDER DESK. FOR FURTHER ASSISTANCE, PLEASE CONTACT THE FINANCE DEPARTMENT AT (905-762-2500).



ASPIRE REWARDS PROGRAM					Payment Terms and Discounts	
					Platinum Partner	
Product #	Product Name	Minimum Quantity	ASPIRE Points per unit	List Price	1% 14 days, Net 90	Total Quantity
DYSPORE, % off List Price					27%	
40300	Dysport™	3	2	\$320.00	\$233.60	
EMERVEL, % off List Price, Plus Double ASPIRE Points (Per Unit = 2 x 2 = 4)					40%	
07012	Emervel Classic-L® 1mL	10*	4	\$360.00	\$216.00	
07010	Emervel Deep-L® 1mL	10*	4	\$360.00	\$216.00	
07008	Emervel Volume-L® 1mL	10*	4	\$360.00	\$216.00	
RESTYLANE, PERLANE, % off List Price					35%	
40011	Restylane® 1mL	10*	1	\$230.00	\$149.50	
40101	Perlane® 1mL	10*	1	\$260.00	\$169.00	
40001	Restylane - L® 1mL	10*	1	\$230.00	\$149.50	
40005	Restylane - L® 0.5mL	10*	0.5	\$145.00	\$94.25	
40111	Perlane - L® 1mL	10*	1	\$260.00	\$169.00	
40112	Perlane - L® 2mL	10*	2	\$470.00	\$305.50	
40021	Restylane Fine Lines® - L	10*	1	\$245.00	\$159.25	
SCULPTRA, % off List Price					20.0%	
40150	Sculptra® 150 mg/vial	6	3	\$350.00	\$280.00	

Prices do not include applicable taxes.

All products are non-refundable, non-exchangeable.

*All Galderma Filler orders fewer than 10 syringes are subject to a \$28.50 freight charge plus applicable taxes; rush orders are subject to additional charges.

48-hour (2 business days) delivery if order received before 1:00PM EST.

Sculptra and Dysport orders are subject to a \$28.50 freight charge plus applicable taxes only if the minimum quantity is not ordered.

For more information call us at 1-905-712-7232 or Toll Free 1-800-847-7696.

Remit cheque payment to:

Galderma Canada, 2844 Bristol Circle, Oakville, ON L6H 6G4

Call Accounts Receivable at 1-866-356-6830 (x 2272) for credit card payments or other payment inquiries.

If you would like your credit card to be charged according to terms granted, please complete below:

Visa
 Mastercard

Card Holder Name: _____

Credit Card Number: _____

Expiration Date: _____

Card Holder Signature

Your Account #: _____ Technical Aesthetics Manager: _____

Account Name: _____

Sold to Address: _____

Telephone: _____

Special Delivery Instructions: _____

Please sign and return all copies of this form along with the rest of your New Account forms one of the following ways:

FAX:

905-762-2505
ATTN: Emma Donnelly,
Sales Coordinator,
A&C Galderma Canada

EMAIL:

emma.donnelly@galderma.com

MAIL TO:

ATTN: Emma Donnelly
105 Commerce Valley Drive West,
Thornhill, ON
L3T 7W3
Canada

Thank you! We look forward to having you as one of our valued clients!

Sincerely,

The Galderma Canada Team