

MILLENNIUM DIRECT BUSINESS APPLICATION

Please complete this page and read all Terms & Conditions on pages 2 and 3 and email this page to Millennium@icsconnect.com, or fax this page back to 877-878-3479.

BUSINESS INFORMATION, *INDICATES A REQUIRED FIELD

Business Contact Name: *		
Individual or Legal Entity Responsible for Payment: *		
Doing Business As (if applicable):		
Federal Tax ID #: *	DUNS Number:	In Business Since: (MM/YYYY)
Organization ID # (Entity ID) Issued by State (Not Tax ID): *		
State of Incorporation or Registration: *	State of Chief Executive Officer: *	
Legal Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> PLLC <input type="checkbox"/> PA <input type="checkbox"/> PC <input type="checkbox"/> Other:		
Tax Exempt: <input type="checkbox"/> Y, If yes, please attach copy of tax exemption certificate <input type="checkbox"/> N		

BILLING INFORMATION, *INDICATES A REQUIRED FIELD

Third Party Billing Co. (if applicable) or Billing Address: *		
City: *	State: *	Zip Code: *
AP Contact Name:	Phone: *	
Email Address: *	Fax: *	
Credit Limit Requested: \$	Estimated Monthly Unit Volume:	

SHIPPING INFORMATION, *INDICATES A REQUIRED FIELD

If multiple ship-to locations, note 'See Attached' in Shipping Address field and include a list of all locations with the below information for each.

<input type="checkbox"/> CHECK ONLY IF "SHIP TO" ADDRESS IS THE SAME AS "BILLING" ADDRESS LISTED ABOVE		
Ship-to Name: *		
Ship-to Address: *		
City: *	State: *	Zip Code: *
Ship-to Contact Name: *	Phone: *	
Email Address: *	Fax: *	
DEA #: *	340B ID:	NCPDP:

Please provide copies of a valid DEA registration and a pharmacy or other permit authorizing your purchase of pharmaceutical products under applicable law.

- Millennium Direct sends important product announcements, industry updates, recall notices, promotions, price changes, and other pertinent product and/or industry related news by FAX. **By checking the box at the left**, Customer gives permission to Millennium Direct and its affiliates to send these documents, order and shipment details, advertising and promotional material and other product and sales information, to the fax number(s) provided in this Application. Customer may opt-out of receiving fax communications at any given time by contacting Millennium Direct at 1-866-835-2233, Option 5, faxing 1-877-878-3479 or emailing Millennium@ICSCONNECT.COM.

AUTHORIZED SIGNATURE REQUIRED: I hereby warrant and represent that (i) the foregoing information is true and correct, (ii) I have reviewed and have the authority to bind Customer to the terms and conditions on pages 2 and 3, and (iii) Customer is liable for and will pay all invoice amounts, regardless of whether Customer is reimbursed by any insurer or other third party for the invoice(s) amount. Customer authorizes the release of credit information to Millennium Direct.

Signature of Authorized Agent/Officer for Legal Entity Responsible for Payment

Print Authorized Agent/Officer Name

Date:

Title of Authorized Agent/Officer

MILLENNIUM DIRECT – TERMS AND CONDITIONS

TERMS: This business application (Application) is submitted to Integrated Commercialization Solutions, LLC, doing business as Millennium Direct (“Millennium Direct”) for the purpose of obtaining credit. Customer represents and warrants that all information contained in this Application is current, correct, and complete and that Millennium Direct may rely on this information in deciding to extend or discontinue credit. Customer will notify Millennium Direct immediately, in writing, of any change in this information including, without limitation, any change in the nature of its business, ownership, licensure, registration name, location of the business, or financial condition. Customer authorizes Millennium Direct to obtain written and oral credit reports from any credit reporting agency. Customer authorizes any bank or commercial business with whom Customer is doing or has done any business with to give any and all necessary information to Millennium Direct that will assist Millennium Direct in its credit investigation. Customer further authorizes Millennium Direct to reinvestigate Customer’s credit status from time to time as Millennium Direct deems appropriate.

PAYMENT: All products billed by Millennium Direct are subject to the payment terms reflected on the invoice. Prices billed are the prices in effect at the time Customer is invoiced by Millennium Direct. Prices are subject to change without notice. Any discounts offered will reflect accordingly on the invoices. Any payment received at Millennium Direct’s then-current financial institution after the invoice net due date will result in the loss of any prompt cash payment discount specified on the related invoice. Customer must pay all debts, accounts, and invoices owing to Millennium Direct in full in accordance with the terms of the sale as set forth on the invoice. In the event any debts, accounts or invoices owing are not paid when due, Millennium Direct may, in addition to Millennium Direct’s right to exercise other remedies, withhold any credits or payments to Customer and assess a per-day late payment fee at a rate equal to the lower of eighteen percent (18%) per annum or the maximum rate allowed by law on the amount due until paid in full, beginning on the first business day after such due date. Overpayment errors must be declared by the customer in writing to Millennium Direct within 30 days of remitting payment, or the applicable payment will be deemed final and accurate. If a Prompt Pay discount is granted to the customer, the customer will deduct the appropriate prompt pay amount from the invoice total at the time of prompt payment. Millennium Direct may charge a processing fee of \$50 for any dishonored payment. Customer must pay all fees and collection costs, including attorneys’ fees and expenses, in the event Millennium Direct pursues a legal or collection action.

SECURITY INTEREST: To secure all of Customer’s existing and future liabilities to Millennium Direct, including the repayment of any amount that Millennium Direct may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the “Obligations”), Customer grants to Millennium Direct a purchase money security interest in Inventory and a lien upon and security interest in all its personal property and any and all additions, substitutions, Accessions and Proceeds thereto or thereof, wherever located, and now owned or hereafter acquired or arising, including the following (collectively, the “Collateral”): All of Customer’s (a) Accounts; (b) Inventory; (c) Chattel Paper; (d) Commercial Tort Claims as disclosed on Customer’s Financial Statements; (e) Deposit Accounts; (f) Documents; (g) Equipment; (h) General Intangibles; (i) Goods; (j) Instruments; (k) Investment Property; (l) Letter of Credit Rights; (m) insurance on all of the foregoing and the proceeds of that insurance; (n) Customer’s money and other property of every kind and nature now or at any time or times hereafter in the possession of or under the control of Millennium Direct; and (o) the Cash proceeds, Noncash proceeds and products of all of the foregoing and the Proceeds of other Proceeds. All capitalized terms used but not defined herein have the meanings given to them in the Uniform Commercial Code as in effect in any jurisdiction in which any of the Collateral may at the time be located (the “UCC”). Customer authorizes Millennium Direct to file a UCC financing statement describing the Collateral as set forth in this Agreement. Customer will cooperate with Millennium Direct or any successor secured party in obtaining control with respect to the Collateral, including Deposit Accounts, Investment Property, Letter-of-Credit rights, electronic chattel paper and the like. Customer hereby grants to Millennium Direct an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Millennium Direct pursuant to this Application and applicable law, including enforcing Customer’s rights against account debtors and obligors. Customer has the risk of loss of the Collateral. Customer will not make any sales, leases or other disposition of any of the Collateral except in the ordinary course of business. Customer will not grant any other security interest in any of the Collateral. Customer represents and warrants to Millennium Direct that, as of the date hereof, this Application accurately sets forth (i) the state in which Customer’s chief executive office is located, (ii) the state in which Customer’s registration or certification documents are filed, and (iii) the organization ID or file number issued by such state. Customer will not change the state of its certification or registration, or change its name, without first providing Millennium Direct with thirty (30) days’ prior written notice to give Millennium Direct the opportunity to file whatever financing statements or other documents may be necessary or advisable to maintain the perfection and priority of its security interests in the Collateral.

CREDITS AND RETURNS: Credit for returned merchandise will be assessed upon receipt of the merchandise and only for items that are authorized for return by Millennium Direct. Issuance of a return authorization does not guarantee credit will be issued. All credits will be reflected in Customer’s account to apply toward future purchases. Customer must report any errors and/or discrepancies in orders within 48 hours of receipt for non-refrigerated items, and same day as receipt for refrigerated items. Millennium Direct is not obligated to issue credit for errors on discrepancies not reported within such time period. Credits will be issued at the original purchase price shown on the invoice, less the amount of off-invoice allowances or adjustments, if any. Items returned due to Customer error or overstocking are subject to a handling charge. All returns must comply with these terms and conditions and all applicable laws, rules and regulations.

ORDERS AND SHIPPING: Customer will pay an additional shipping charge applicable to orders requesting emergency and/or same day delivery of Product. Millennium Direct will ship orders only to addresses reflected on a license that is current and valid under applicable law, or as otherwise permitted under applicable law.

MILLENNIUM DIRECT – TERMS AND CONDITIONS CONTINUED

GOVERNING LAW: This Application will be construed and enforced in accordance with the laws of the State of Texas, without reference to its principles of conflict of laws. Millennium Direct may bring any legal or equitable action against Customer, and Customer must bring any legal or equitable action against Millennium Direct, in any court of general jurisdiction in Texas. Customer irrevocably consents to personal jurisdiction and waives any objection it may have to the laying of venue of any such action, in such court.

PRESCRIPTION DRUG MARKETING ACT OF 1987: In accordance with the requirements of the Prescription Drug Marketing Act of 1987, as amended, Customer does hereby, and will, so long as it purchases products from Millennium Direct, continue to certify, represent, warrant, agree and covenant to Millennium Direct, with respect to all products to be returned to Millennium Direct for credit on and after the date of this Application, that (1) all such products were purchased by Customer from Millennium Direct; (2) the credit amount claimed by Customer and indicated on the credit memorandum and/or transmitted electronically to Millennium Direct is no greater than the actual net acquisition price invoiced to or paid by Customer by Millennium Direct for each product; (3) Customer must provide any and all data and information, written or otherwise, requested by Millennium Direct, including information requested by the product manufacturer; (4) until products are received by Millennium Direct, such products have been properly stored, handled and shipped in accordance with all applicable laws, rules, regulations and standards; (5) Customer must maintain documents that evidence each return of product to Millennium Direct and the source from which the product was originally purchased for a period of three (3) years from the date such documents are created; and (6) Customer has established and will maintain sufficient and appropriate business policies and processes, including periodic audits and reviews, to ensure Customer's compliance with the foregoing certifications with respect to each product returned by Customer to Millennium Direct.

OWN USE: Except as provided in writing by Millennium Direct, Customer hereby represents and warrants that all products purchased from Millennium Direct are intended for Customer's "Own Use" as that term is defined by the United States Supreme Court in *Abbott Labs. v. Portland Retail Druggists Assoc.*, 425 U.S. 1 (1976).

WAIVER OF JURY TRIAL: EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A JURY TRIAL IN CONNECTION WITH LITIGATION COMMENCED BY OR AGAINST MILLENNIUM DIRECT WITH RESPECT TO THEIR RIGHTS AND OBLIGATIONS (1) UNDER THIS APPLICATION OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND (2) IN ANY MANNER CONNECTED WITH, RELATED TO OR INCIDENTAL TO TRANSACTIONS BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

MODIFICATIONS: No modification or termination of this Application or any part will be valid or effective unless agreed to in writing and signed by an authorized officer of Millennium Direct.

Customer must report any errors and/or discrepancies in orders within 48 hours of receipt for non-refrigerated items, and same day as receipt for refrigerated items. Millennium Direct is not obligated to issue credit for errors on discrepancies not reported within such time period.