



CIBD DISTRIBUTORS

2670 N Main ST, Suite 100
Santa Ana, CA 92705
PH: 1-657-212-4360
FX: 1-714-600-4791
customerservice@cibddistributors.com

► **SHIPPING INFORMATION**

Name _____
Shipping Address _____
City, State, County, Zip _____
Phone _____ Fax _____
Email _____
Contact Name _____
Health Industry Number (HIN#) _____ 340B Number _____

The CIBD Distributors 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 hereby gives permission to CIBD Distributors and its affiliates to send these documents, and order and shipment details, advertising and promotional material and other product and sales information, to the fax number(s) provided above. Customer may opt-out of receiving fax communications at any given time by contacting CIBD Distributors at 1-657-212-4360 or faxing 1-714-600-4791.

Describe your Business Type

Wholesaler/Distributor _____
Hospital _____
Hospital Outpatient Clinic _____
Clinic (Please provide specialty) _____
Pharmacy (Please provide type) _____
Other (Please specify) _____

Ship to TAXABLE STATUS: (Please check most applicable.)

Taxable: Yes No - **Attach Tax Exempt/Resale Certificate**
Federal Government owned _____ State/Local Government owned _____
Not for Profit _____ Retailer _____
Wholesaler _____ Physician _____
Clinic _____ For Profit Healthcare-Nontaxable For _____
All Others-Taxable _____ Profit Healthcare-Taxable _____

Name of purchaser _____ Phone number _____ Email address _____

► **FINANCIAL INFORMATION**

Legal Entity Responsible for Payment _____
Legal Entity Federal Tax ID _____ Dun & Bradstreet # _____
State of Incorporation or Registration _____ Organization ID # Issued by State _____
State of Chief Executive Office _____ Years in Business _____
Corporation _____ D Partnership* _____ Proprietorship* _____

***Officer information required for Partnership or Sole Proprietorship account:**

Name _____ Name _____
Title _____ Title _____
Home Address _____ Home Address _____
SS# or Federal Tax ID# _____ SS# or Federal Tax ID# _____

► **BILL TO ADDRESS**

Name _____ Phone _____ Fax _____
Billing Address _____ Email _____
City, State, County, Zip _____ Acct. Payable Contact Name _____ Check Run Date _____

► **CREDIT AND REFERENCE INFORMATION**

To establish your desired credit limit, please attach 3 months of statements for each trade reference.

Other Wholesaler/Distributor/Manufacturer _____ Account # _____
Contact _____ Phone _____
Trade Reference _____ Account # _____
Contact _____ Phone _____
Trade Reference _____ Account # _____
Contact _____ Phone _____

If you have an existing Alliance Pharmacy Account please provide the account information:

_____ The Alliance Pharmacy Account Number

Please estimate the anticipated amount of your monthly purchase from CIBD DISTRIBUTORS: (Please check most applicable.)

\$0 - \$5,000 _____ \$25,001 - \$50,000 _____
\$5,001 - \$10,000 _____ \$50,001 - \$100,000 _____
\$10,001 - \$25,000 _____ \$100,000 + _____

Is your business part of a GPO (Group Purchasing Organization)?

Yes No _____
If Yes, please list: _____

Please read all information carefully. Fax completed form to: 714-600-4791

Or scan to: customerservice@cibddistributors.com

► As required by state and federal law, please provide copies of (i) a valid DEA registration and (ii) a valid physician or pharmacy license and/or permit. In addition:

- If you provide a physician license and the address on the license does not match the above shipping address, we require a letter of affiliation certifying that the physician is affiliated with the shipping address.

TERMS & CONDITIONS

TERMS: This business application (Application) is submitted to CIBD Distributors for the purpose of obtaining credit. Customer represents and warrants that all information contained herein is current, correct, and complete and that CIBD Distributors may rely on such information in deciding to extend or discontinue credit. Customer agrees to notify CIBD Distributors immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition. Customer authorizes CIBD Distributors to obtain written and oral credit reports from any credit reporting agency. Customer further 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 CIBD Distributors that will assist CIBD Distributors in the credit investigation. Customer further authorizes CIBD Distributors to reinvestigate Customer's credit status from time to time as CIBD Distributors deems necessary and should CIBD Distributors upon such reinvestigation deem it necessary to limit or terminate the credit arrangement with Customer.

PAYMENT: Except as provided in writing by CIBD Distributors, terms of payment for all orders are: Net - 30 days from date of invoice. Prices billed are the prices in effect at the time Customer is invoiced by CIBD Distributors. Prices are subject to change without notice. Prices on invoices reflect a discount for payment by cash, check, EFT or similar means other than the use of a credit card, unless otherwise noted. Customer agrees to pay all debts, accounts, and invoices owing to CIBD Distributors in full in accordance with the terms of the sale as set forth on the invoice. In the event such debts, accounts, or invoices owing are not paid when due, CIBD Distributors may, in addition to CIBD Distributors 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. CIBD Distributors may charge a processing fee of \$50 for any dishonored payment. Customer hereby agrees to pay all fees and collection costs including attorneys' fees and expenses, in the event CIBD Distributors pursues a legal or collection action.

SECURITY INTEREST: To secure all of Customer's existing and future liabilities to CIBD Distributors, including the repayment of any amount that CIBD Distributors may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the "Obligations"), Customer grants to CIBD Distributors 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 CIBD Distributors of every kind and nature now or at any time or times hereafter in the possession of or under the control of; 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 CIBD Distributors to file a UCC financing statement describing the Collateral as "all assets." Customer will cooperate with CIBD Distributors 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 CIBD Distributors an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to CIBD Distributors 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 CIBD Distributors 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 CIBD Distributors with thirty (30) days' prior written notice to give CIBD Distributors 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 CIBD Distributors. 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 order within 48 hours of receipt for non-refrigerated items, and same day as receipt for refrigerated items. CIBD Distributors 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 shall pay an additional shipping charge applicable to orders requesting emergency and/or same day delivery of Product. CIBD Distributors 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.

OWN USE: Customer shall pay an additional shipping charge applicable to orders requesting emergency and/or same day delivery of Product. CIBD Distributors 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.

GOVERNING LAW: This Application shall be construed and enforced in accordance with the laws of the State of California without reference to its principles of conflict of laws. Customer agrees that CIBD Distributors may bring any legal or equitable action against Customer, and that Customer shall bring any legal or equitable action against CIBD Distributors, in any court of general jurisdiction in Orange County, California. 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. Customer irrevocably agrees to service of process by certified mail, return receipt requested, to the address of Customer set forth on the attached business application or any related agreement.

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 CIBD DISTRIBUTORS 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.

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 CIBD Distributors, continue to certify, represent, warrant, agree and covenant to CIBD Distributors, with respect to all products to be returned to CIBD Distributors for credit on and after the date of this Application, that (1) all such products were purchased by Customer from CIBD Distributors; (2) the credit amount claimed by Customer and indicated on the credit memorandum and/or transmitted electronically to CIBD Distributors is no greater than the actual net acquisition price invoiced to or paid by Customer by CIBD Distributors for each product; (3) Customer shall provide any and all data and information, written or otherwise, requested by CIBD Distributors, including information requested by the product manufacturer; (4) until products are received by CIBD Distributors, such products have been properly stored, handled and shipped in accordance with all applicable laws, rules, regulations and standards; (5) Customer shall maintain documents that evidence each return of product to CIBD Distributors 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 CIBD Distributors.

No modification or termination of this Application, or any part hereof shall be valid or effective unless agreed to and accepted in writing and signed by an authorized officer of CIBD Distributors.

AUTHORIZED SIGNATURE REQUIRED

I hereby warrant and represent that (i) the foregoing information is true and correct, (ii) I have the authority to bind Customer to the terms and conditions stated above, 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 CIBD Distributors.

Signature Authorized Agent/Officer for Legal Entity Responsible for Payment

Print Authorized Agent/Officer Name

Title of Authorized Agent/Officer

Date

Legal Entity Responsible for Payment (must match "Legal Entity for Payment" listed on Page 1 under Financial Information).