



3101 Gaylord Parkway
Frisco, TX 75034
Ph: 877.507.9676
Fax: 877.507.9677

BUSINESS APPLICATION

1. CUSTOMER INFORMATION

Name of Individual or Legal Entity Responsible for Payment Doing Business As (if applicable)

IF ENTITY:

State of Incorporation or Registration Organization ID # Issued by State State of Chief Executive Office

2. BILLING INFORMATION

Third Party Billing Co. (if applicable)

Billing Address City State County Zip

Phone Fax Email

Accounts Payable Contact Federal Tax ID #

3. SHIPPING INFORMATION

Name ID#

Shipping Address City State County Zip

Phone Fax Email

Contact Name State License # Expiration Date

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 are a legal entity and provide a physician license, we require a letter of affiliation certifying that the physician is affiliated with the entity.
- 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.

**See Terms & Conditions on pages 2 and 3. Please read all information carefully.
Please complete, sign, date, and fax all 3 pages to 877.507.9677.**

BUSINESS APPLICATION - TERMS AND CONDITIONS

TERMS: This business application (Application) is submitted to Integrated Commercialization Solutions, Inc., doing business as Tysabri Direct ("Tysabri 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 Tysabri Direct may rely on this information in deciding to extend or discontinue credit. Customer will notify Tysabri 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 Tysabri 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 Tysabri Direct that will assist Tysabri Direct in its credit investigation. Customer further authorizes Tysabri Direct to reinvestigate Customer's credit status from time to time as Tysabri Direct deems appropriate.

PAYMENT: Except as provided in writing by Tysabri Direct, 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 Tysabri Direct. 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 must pay all debts, accounts, and invoices owing to Tysabri 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, Tysabri Direct may, in addition to Tysabri 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. Tysabri 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 Tysabri Direct pursues a legal or collection action.

SECURITY INTEREST: To secure all of Customer's existing and future liabilities to Tysabri Direct, including the repayment of any amount that Tysabri Direct may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the "Obligations"), Customer grants to Tysabri 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 Tysabri 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 Tysabri Direct to file a UCC financing statement describing the Collateral as "all assets." Customer will cooperate with Tysabri 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 Tysabri 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 Tysabri 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 Tysabri 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 Tysabri Direct with thirty (30) days' prior written notice to give Tysabri 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 Tysabri 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. Tysabri 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. Tysabri 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.

OWN USE: Except as provided in writing by Tysabri Direct, Customer hereby represents and warrants that all products purchased from Tysabri 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).

BUSINESS APPLICATION - TERMS AND CONDITIONS (CONTINUED)

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 Tysabri Direct, continue to certify, represent, warrant, agree and covenant to Tysabri Direct, with respect to all products to be returned to Tysabri Direct for credit on and after the date of this Application, that (1) all such products were purchased by Customer from Tysabri Direct; (2) the credit amount claimed by Customer and indicated on the credit memorandum and/or transmitted electronically to Tysabri Direct is no greater than the actual net acquisition price invoiced to or paid by Customer by Tysabri Direct for each product; (3) Customer must provide any and all data and information, written or otherwise, requested by Tysabri Direct, including information requested by the product manufacturer; (4) until products are received by Tysabri 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 Tysabri 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 Tysabri Direct.

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 Tysabri Direct.

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. Customer agrees that Tysabri Direct may bring any legal or equitable action against Customer, and that Customer must bring any legal or equitable action against Tysabri Direct, in any court of general jurisdiction in Collin County, 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. Customer irrevocably agrees to service of process by certified mail, return receipt requested, to the address of Customer set forth in this 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 TYSABRI 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.

Tysabri 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 below,** Customer gives permission to Tysabri 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 Tysabri Direct at 877.507.9676 or faxing 877.507.9677.

We/I approve to receive communications via fax from Tysabri Direct and its affiliates.

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 Tysabri Direct.

Legal Entity Responsible for Payment

Date

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

Print Authorized Agent/Officer Name

Title of Authorized Agent/Officer