

APPLICATION FOR NEW ACCOUNT

The following is an application for credit with ONCOLOGY SUPPLY, also known as "creditor" within the general provisions of this application.

1. Account Information

Name of Individual or Legal Entity Responsible for Payment

Tax ID Number: _____

Doing Business As (if applicable): _____

Shipping Address

Billing Address

Street

Street or PO Box

City State Zip

City State Zip

County (Required)

Accounting Contact person

Phone Number Fax Number

Phone Number Fax Number

Do you have multiple shipping addresses? YES NO IF YES, please attach list of all shipping addresses, including DEA registration.

Is your entity a: Corporation Partnership Sole Proprietorship

If Customer is an entity:

List Full Name and Title of Officers, Partners,

Identify type of entity (corporation, LLC, partnership, LLC, etc.): _____

Proprietors: _____

State of Incorporation/Registration: _____

Organization ID # Issued by State: _____

State of Chief Executive Office: _____

Shipping Address Type (ex. Physician, Wholesaler): _____

For Physician, provide specialty (ex. Oncology/Hematology, Nephrology): _____

Sales Tax Information (Choose only one)

- | | |
|---|--|
| <input type="checkbox"/> Federal Government (Provide Exemption Documentation) F | <input type="checkbox"/> Retailer (Provide Resale Certificate) R |
| <input type="checkbox"/> State/Local Government (Provide Exemption Certificate) G | <input type="checkbox"/> Wholesaler (Provide Resale Certificate) W |
| <input type="checkbox"/> Not for Profit (Provide Exemption Certificate or IRS Determination Letter) N | <input type="checkbox"/> Physician -Taxable P |
| <input type="checkbox"/> Other For Profit Healthcare - Nontaxable (Provide Resale Certificate) H | <input type="checkbox"/> Cancer Clinics - Taxable C |

All Others - Taxable Y

Is your location a 340B covered entity? YES NO 340B ID# _____

Application must be completed exactly as information is stated on 340B record.

Do you plan to order controlled substances from Oncology Supply? YES NO

If **YES**, we will fax you a questionnaire that must be completed before controls can be ordered.

In order to determine your credit limit, please estimate your total monthly drug purchases. **(REQUIRED)**

Monthly Amount \$ _____

Is your business a member of a Buying Group? YES NO

If **YES**, which Buying Group?



2801 Horace Shepard Drive
 Dothan, AL 36303
 800.633.7555 Phone
 800.248.8205 Fax
 www.oncologysupply.com

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2. Bank References

Bank Name	Account Number			Contact Name
Address	City	State	Zip	Phone Number

3. Credit References

Company Name	Contact Name			Phone Number
Address	City	State	Zip	Fax Number
Company Name	Contact Name			Phone Number
Address	City	State	Zip	Fax Number

4. Proprietor Authorization

By signing this application, I authorize Oncology Supply or its agent to investigate my personal credit and financial records including my banking records. As part of this investigation, I authorize Oncology Supply to request and obtain a consumer credit report on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Oncology Supply and the marketing of other products and services to me and my business by Oncology Supply. I further authorize Oncology Supply to share the information received from my consumer credit report with Oncology Supply's parent, subsidiaries, and affiliates. If I request, you will tell me whether my consumer credit report was requested and, if so, the name and address of the consumer credit reporting agency that furnished the report. Please note that if we are unable to obtain a satisfactory credit report on you or your business, we may require a proprietor guarantee to be signed before a credit line can be established.

First Name	Initial	Last Name		
Social Security Number			Home Phone Number	
Present Home Address	City	State	Zip	
Authorized Signature			Date	

(If you wish to inquire upon multiple owners, you must have authorized access for each individual.)

First Name	Initial	Last Name		
Social Security Number			Home Phone Number	
Present Home Address	City	State	Zip	
Authorized Signature			Date	

Terms and Conditions

TERMS: This business application (“Application”) is submitted to ONCOLOGY SUPPLY for the purpose of obtaining credit. Customer represents and warrants that all information contained in this Application is current, correct, and complete and that ONCOLOGY SUPPLY may rely on this information in deciding to extend or discontinue credit. Customer agrees to notify ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY to obtain written and oral credit reports from any credit reporting agency. Customer further authorizes any bank or commercial business with whom the Customer is doing or has done any business with to give any and all necessary information to ONCOLOGY SUPPLY that will assist ONCOLOGY SUPPLY in the credit investigation. Customer further authorizes ONCOLOGY SUPPLY to reinvestigate Customer’s credit status from time to time as ONCOLOGY SUPPLY deems necessary and should ONCOLOGY SUPPLY upon such reinvestigation deem it necessary to limit or terminate the credit arrangement with Customer, Customer will be notified as to any adverse action.

PAYMENT: Prices billed are the prices in effect at the time the Customer is invoiced by ONCOLOGY SUPPLY. Prices are subject to change without notice. Prices on invoices may 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 ONCOLOGY SUPPLY in full in accordance with the terms of the sale as set forth on the invoice. If any debts, accounts, or invoices owing are not paid when due, ONCOLOGY SUPPLY may, in addition to ONCOLOGY SUPPLY’s right to exercise other remedies, withhold any credits or payments to Customer and assess a per-day late payment fee 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 day after the due date. ONCOLOGY SUPPLY may charge a processing fee of \$50 for any dishonored payment. Customer will pay all fees and collection costs, including reasonable attorneys’ fees, if ONCOLOGY SUPPLY pursues a legal or collection action.

SECURITY INTEREST: To secure all of Customer’s existing and future liabilities to ONCOLOGY SUPPLY, including the repayment of any amount that ONCOLOGY SUPPLY may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the “Obligations”), Customer grants to ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY; 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 in this Application 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 ONCOLOGY SUPPLY to file a UCC financing statement describing the Collateral as set forth in this Application. Customer will cooperate with ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY with thirty (30) days’ prior written notice to give ONCOLOGY SUPPLY 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.

Terms and Conditions (continued)

CREDITS AND RETURNS: Credit for returned merchandise will be issued only for items that are authorized for return by ONCOLOGY SUPPLY. 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 of items. ONCOLOGY SUPPLY is not obligated to issue credit for errors or discrepancies not reported within such time period. Credits will be issued in accordance with ONCOLOGY SUPPLY's return policy. All returns must comply with these terms and conditions and all applicable laws, rules and regulations.

ORDERS AND SHIPPING: All drug orders are shipped overnight unless otherwise specified. All supply orders are shipped saver unless otherwise specified and additional shipping charge paid by Customer. ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY, Customer hereby represents and warrants that all products purchased from ONCOLOGY SUPPLY 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).

GOVERNING LAW: The relationship between the parties will be construed and enforced in accordance with the laws of the State of Alabama, without reference to its principles of conflict of laws. Customer agrees that ONCOLOGY SUPPLY may bring any legal or equitable action against Customer, and that Customer must bring any legal or equitable action against ONCOLOGY SUPPLY, in any court of general jurisdiction in Houston County, Alabama. Customer irrevocably consents to personal jurisdiction, and waives any objection it may have to the laying of venue of 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 ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY, continue to certify, represent, warrant, agree and covenant to ONCOLOGY SUPPLY, with respect to all products to be returned to ONCOLOGY SUPPLY for credit on and after the date of this Application, that (1) all such products were purchased by Customer from ONCOLOGY SUPPLY; (2) the credit amount claimed by Customer and indicated on the credit memorandum and/or transmitted electronically to ONCOLOGY SUPPLY is no greater than the actual net acquisition price invoiced to or paid by the Customer by ONCOLOGY SUPPLY for each product; (3) Customer must provide any and all data and information, written or otherwise, requested by ONCOLOGY SUPPLY, including information requested by the product manufacturer; (4) until products are received by ONCOLOGY SUPPLY, 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 ONCOLOGY SUPPLY 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 ONCOLOGY SUPPLY.

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

Signature Required

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.

State Physician's License #: _____ Expiration Date: _____

DEA License #: _____ Expiration Date: _____

CUSTOMER MUST COMPLETE THE SECTION BELOW FOR THE APPLICATION TO BE PROCESSED.

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

Signature of Customer (if individual) or Authorized Agent/Officer (if legal entity)

Print Name and Title

Date

Oncology Supply Communications

Would you like to receive Oncology Supply News & Updates via **EMAIL**? YES NO THANKS

Email Address: _____

Would you prefer to receive **INVOICES** via email or US Postal Service? EMAIL USPS

Email Address: _____

Website Access Request

Please provide the following information to receive access to www.oncologysupply.com.

Oncology Supply Account Number(s)	
Practice Name	
Choose Login ID	
Choose Password	Password must contain a minimum of seven characters with at least one NUMERIC VALUE. Password should NOT contain any part of the account's user name or user ID (i.e. first name, last name) Example: access2, review334
Please provide a password question and answer. Oncology Supply will use this for verification of passwords. (i.e. What is your maiden name? What is your pet's name? etc.)	
Password Verification Question?	
Answer to Question	
First Name	
Last Name	
Phone Number (Required)	
Fax Number	
Email Address (Required - email address used to send order and shipment confirmations)	

ION MEMBERS ONLY - Request same Login ID and Password for www.iononline.com CHECK HERE

GUARANTY

1. In consideration of any financial accommodations given, or to be given, or continued, by **Oncology Supply, a division of ASD Specialty Healthcare, LLC.** (“Beneficiary”) to the following person or entity (“Debtor”):

_____,
[Insert Name of Individual or Legal Entity Responsible for
Payment as identified in Application for New Account]

the undersigned hereby unconditionally guarantees the prompt payment of all indebtedness or liabilities that Debtor may now or at any time hereafter owe to Beneficiary, whether arising under dealings between Debtor and Beneficiary, under any agreement between Debtor and Beneficiary or under any promissory note, application or other instrument by which Beneficiary may be or become in any manner whatever a creditor of Debtor.

2. The undersigned agrees that Beneficiary may in its absolute discretion and without prejudice to or in any way limiting or lessening the liability of the undersigned under this Guaranty: (a) extend credit to Debtor, in such amount and at such times as Beneficiary may determine, whether for a greater or lesser amount than is hereby guaranteed and whether Beneficiary has any knowledge of facts with respect to Debtor that might be construed as materially prejudicial to the interests of the undersigned, Beneficiary being hereby relieved of any duty to disclose any such facts to the undersigned; (b) grant extensions of time or other indulgences; (c) impose or change the interest rate; (d) take or give up or modify, vary, exchange, renew or abstain from perfecting or taking advantage of any security; (e) accept or make compositions or other arrangements or file or refrain from filing a claim in any bankruptcy proceeding of Debtor or other guarantor; (f) discharge or release any party or parties; (g) realize on any security; and (h) otherwise deal with Debtor and co-guarantors and other parties and security as Beneficiary may deem expedient or appropriate.
3. This shall be a continuing guarantee and shall cover all indebtedness and liabilities of Debtor to Beneficiary owing now or hereafter and where more than one, the several obligations of each as well as their joint obligations, including those incurred up to such time as Beneficiary shall have actually received written notice of revocation of this Guaranty by the undersigned. Such revocation shall not affect the undersigned’s obligations to Beneficiary with respect to indebtedness or liabilities of Debtor to Beneficiary arising prior to actual receipt by Beneficiary of such revocation.
4. This Guaranty shall secure any balance due or owing from time to time and at any time from Debtor to Beneficiary, notwithstanding any payments from time to time made to Beneficiary or any settlement of account or any other thing whatsoever; and no payment made by or on behalf of the undersigned to Beneficiary shall be held to discharge or diminish the continuing liability of the undersigned hereunder unless written notice is given to Beneficiary at the time of making such payments that the same are being made for the purpose of liquidating such liability and until full payment of all indebtedness and liabilities (including interest), present and future and whether or not payment thereof is guaranteed hereby of Debtor to Beneficiary, the undersigned waives all right of subrogation and all benefit of or right to participate in any security now or hereafter held by Debtor.

5. All demands, presentments, notices of protest and of dishonor and notices of every kind or nature, including those of any action or non-action on the part of Debtor, Beneficiary, any co-guarantor, or any creditor of Debtor, Beneficiary, or any co-guarantor, or any other person whomsoever, are expressly waived by the undersigned. The undersigned hereby waives the right to require Beneficiary to proceed against Debtor, any co-guarantor or any other party or to proceed against or apply any security it may hold, and waives the right to require Beneficiary to pursue any other remedy for the benefit of the undersigned, and agrees that Beneficiary may proceed against the undersigned for the amount hereby guaranteed without taking any action against Debtor, any co-guarantor or any other party and without proceeding against or applying any security it may hold. The undersigned waives the right to plead any and all statutes of limitations as a defense to this Guaranty and to any indebtedness or liability hereby guaranteed, and agrees that any partial payments by or on behalf of Debtor on any indebtedness or liability hereby guaranteed, including interest, shall, as of the time each such payment is made, stop the running of the time within which an action may be commenced upon this Guaranty and shall constitute a further waiver by the undersigned of the right to plead any and all statutes of limitations as a defense to this Guaranty and to any indebtedness or liability hereby guaranteed.
6. All debts and liabilities, present and future, of Debtor to the undersigned, or any of them, are hereby postponed to the liabilities of Debtor to Beneficiary and all moneys received by any of the undersigned or their representatives, successors or assigns thereon, shall be received as trustees for Debtor and shall be paid over to Beneficiary and the undersigned and each of them further agree, upon any liquidation or distribution of the assets of Debtor, to assign to Beneficiary upon its request all claims on account of all such debts and liabilities, to the end that Beneficiary shall receive all dividends and payments on such debts and liabilities until payment in full of all liabilities of Debtor to Beneficiary; and this agreement shall constitute such assignment in the event the undersigned shall fail or refuse to execute and deliver such other or further assignment of such claims as Beneficiary may request.
7. If Debtor is a corporation, Beneficiary is not to be concerned to see or inquire into the powers of Debtor or its directors, officers, partners, associates or other agents acting or purporting to act on its behalf, the undersigned hereby representing that such powers exist, and moneys in fact borrowed from Beneficiary by Debtor in the professed exercise of such powers shall be deemed to form part of the liabilities guaranteed, even though the borrowing or obtaining of such moneys be in excess of the powers of Debtor or of the directors, partners, officers, associates or other agents thereof, or shall be in any way irregular or defective or informal.
8. The undersigned agrees to pay reasonable attorneys' fees and all other costs and expenses that may be incurred by Beneficiary in connection with this Guaranty or in the collection of any of said indebtedness or liabilities from Debtor or the undersigned, including, without limitation, attorneys' fees and costs incurred in connection with enforcement of this Guaranty and Debtor's indebtedness to Beneficiary in any voluntary or involuntary bankruptcy or insolvency proceeding filed by or against Debtor or the Guarantor herein or any other guarantor.
9. This Guaranty is assignable with any one and/or several and/or all of the indebtedness or liabilities that it guarantees, and when so assigned, the undersigned shall be bound as above to the assignees without in any manner affecting the undersigned's liability hereunder on any part of said obligations retained by Beneficiary.
10. This Guaranty shall inure to the benefit of and bind the heirs, administrators, executors, assigns of Beneficiary and each of the undersigned, and shall be construed as the joint and several obligation of each of the undersigned where there is more than one.

11. This Guaranty is in addition to and exclusive of the guarantee of any other guarantor and of any and all prior guarantees of any of the undersigned of indebtedness or liabilities of Debtor to Beneficiary; and this Guarantee shall in no way limit or lessen any other liability howsoever arising of any of the undersigned for payment of indebtedness or liabilities which are hereby guaranteed.

12. This Guaranty shall be construed in accordance with and be governed by the laws of the State of Alabama for all purposes. The undersigned agrees that Beneficiary may bring any legal or equitable action against the undersigned, and that the undersigned must bring any legal or equitable action against Beneficiary, in any court of general jurisdiction in Houston County, Alabama. The undersigned irrevocably consents to the personal jurisdiction of the courts of competent subject matter jurisdiction located in Houston County, Alabama over the undersigned.

13. WAIVER OF JURY TRIAL. THE UNDERSIGNED HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN THE UNDERSIGNED AND BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THIS GUARANTY. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE UNDERSIGNED, AND THE UNDERSIGNED HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE UNDERSIGNED FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARNATY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

Guarantor Name (printed): _____

Home Street Address: _____

City, State and Zip: _____

Home Phone Number or Cell: _____

Social Security Number: _____

Signature: _____

Dated: _____, 20__



Letter of Affiliation

To Whom It May Concern,

The undersigned physician certifies that he/she (a) is affiliated with the entity and location identified under "Shipping Address" and any additional shipping locations listed below, (b) will be responsible in all respects for the receipt and accountability of pharmaceutical products shipped to the entity at such location(s), and (c) will immediately notify AmerisourceBergen, its affiliates and subsidiaries if either of the foregoing statements is no longer true.

This certification and authorization does not apply to shipment of controlled substances.

PHYSICIAN'S SIGNATURE REQUIRED: (must match name on license)

Physician's Signature: _____

Date: _____

License Information:

Shipping Address:

Physician's Name: _____

Name of Location: _____
(if different from name on license)

Physician's State Practitioners License No: _____

Account Number: _____

Address: _____

Address: _____

NOTE: You **MUST** also submit to AmerisourceBergen a copy of a valid state practitioner's license reflecting the license holder's name and a list of any additional shipping address(es)