

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

Billing Address _____ City _____ State _____ County _____ Zip _____

Phone _____ Fax _____ Email: _____

Accounts Payable Contact _____ Federal Tax ID # _____

3. SHIPPING INFORMATION

Name _____

Shipping Address _____ City _____ State _____ County _____ Zip _____

Phone _____ Fax _____ Email _____

Contact Name _____ HIN # and/or DEA # _____ State License # _____ Expiration Date _____

As required by state and federal law, please provide copies of 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.
- For shipments to the State of Florida, please provide your HCCE permit, or, if not available, a declaration of intention letter.

**See Terms & Conditions on pages 2 and 3. Please read all information carefully.
Please complete, sign, date, and fax all 3 pages to 888-281-8199.**

BUSINESS APPLICATION --- TERMS AND CONDITIONS

TERMS: This business application (Application) is submitted to TheraCom, L.L.C. (“TheraCom”) for the purpose of obtaining credit. Customer represents and warrants that all information contained in this Application is current, correct, and complete and that TheraCom may rely on this information in deciding to extend or discontinue credit. Customer will notify TheraCom 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 TheraCom 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 TheraCom that will assist TheraCom in its credit investigation. Customer further authorizes TheraCom to reinvestigate Customer’s credit status from time to time as TheraCom deems appropriate.

PAYMENT: Except as provided in writing by TheraCom, terms of payment for all orders are: Net 90 days from date of invoice for facilities and providers, Net 30 days for wholesalers. Prices billed are the prices in effect at the time Customer is invoiced by TheraCom. 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 TheraCom 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, TheraCom may, in addition to TheraCom’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. TheraCom 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 TheraCom pursues a legal or collection action, including bankruptcy case or proceeding.

PRODUCTS:

- MIRENA® (levonorgestrel-releasing intrauterine system) 52mg NDC# 50419-423-01
- SKYLA® (levonorgestrel-releasing intrauterine system) 13.5mg NDC# 50419-422-01
- KYLEENA® (levonorgestrel-releasing intrauterine system) 19.5mg NDC# 50419-424-01
- ESSURE® ESS305

Please see Instructions for Use about Essure, including Boxed Warning, available at www.essuremd.com.

SECURITY INTEREST: To secure all of Customer’s existing and future liabilities to TheraCom, including the repayment of any amount that TheraCom may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the “Obligations”), Customer grants to TheraCom 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 TheraCom; 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 TheraCom to file a UCC financing statement describing the Collateral as set forth in this Agreement. Customer will cooperate with TheraCom 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 TheraCom an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to TheraCom 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 TheraCom 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 TheraCom with thirty (30) days' prior written notice to give TheraCom 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: All sales are final, no returns. TheraCom is not obligated to replace any item.

ORDERS AND SHIPPING: Customer will pay an additional shipping charge applicable to orders requesting emergency and/ or same day delivery of Product. TheraCom 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.

TITLE AND RISK OF LOSS: TheraCom will deliver Product using a common carrier on regular orders to Customer's ship-to location FOB destination, freight prepaid. Title to, and risk of loss for, Product will pass from TheraCom to Customer upon delivery of the Product to Customer.

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

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 TheraCom.

GOVERNING LAW: This Application will be construed and enforced in accordance with the laws of the State of Ohio, without reference to its principles of conflict of laws. Customer agrees that TheraCom may bring any legal or equitable action against Customer, and that Customer must bring any legal or equitable action against TheraCom, in any court of general jurisdiction in Wood County, Ohio. 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 THERACOM 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.

BUSINESS APPLICATION --- TERMS AND CONDITIONS (CONTINUED)

TheraCom sends important product announcements, industry updates, recall notices, promotions, price changes, and other pertinent product and/or industry related news by FAX, Customer gives permission to TheraCom 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 TheraCom at 866-647-3646 (option 1 & option 1) or faxing 888-281-8199.

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 TheraCom.

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