

Enrollment is Easy

Simply complete these forms and **fax all pages to (800) 943-3694**. A confirmation letter will be sent to you when your account is activated and you can start ordering from Akorn Direct.

Practices with multiple locations utilizing a central billing office may wish to complete and fax the Enrollment Supplement Form to enroll satellite locations in the program. The Buyer, through a duly authorized representative, must accept and sign the Terms and Conditions section of this form in order to be enrolled in the program.*

ACCOUNT INFO

BUYER NAME (Use Legal Entity Name)

BILLING ADDRESS

CITY STATE ZIP

() ()

PHONE FAX

ENROLLMENT SUPPLEMENT FORM ATTACHED

NUMBER OF MDs ENROLLED IN PRACTICE _____

NUMBER OF SHIPPING ADDRESSES _____

TYPE OF BUSINESS

Partnership Sole Proprietor Corporation*

*Principals

NAME	POSITION	PHONE
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		()
		()

PRACTICE MANAGEMENT

PRACTICE CONTACT

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PHONE FAX

E-MAIL (for order confirmation)

CONTACT PREFERENCE

Phone E-mail Fax

ORDER FREQUENCY

Weekly Bi-monthly Monthly As needed

MEMBERSHIP

GPO or Buying Group

NAME

Please Bill the Buying Group

Yes No

PRIMARY PHYSICIAN INFO

PHYSICIAN CONTACT

STATE MEDICAL LICENSE NO.†

EXPIRES

†Entering your license number is for reference only.

We may ask to obtain a copy of your state medical license.

This information is for account set-up only.

SHIPPING INFO

SHIP TO NAME

Check if shipping address is same as billing address

ADDRESS

CITY STATE ZIP

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PHONE FAX

OFFICE HOURS (for delivery)

DEA LICENSE NO.

EXPIRES

Remember

Please complete and fax an Enrollment Supplement Form to add satellite shipping locations.

Terms and Conditions

Akorn Direct Distribution Program Agreement

This agreement governing purchases of Akorn is entered into by and between the below-named legal entity (Buyer) and Akorn, Inc. (Akorn) and shall be effective as of the date on which it is executed by Buyer's duly authorized representative (Effective Date). By signing this agreement, Buyer hereby accepts Akorn's offer to participate in the Akorn Direct program and agrees to abide by the terms and conditions of this agreement.

1. PROGRAM CHANGES: The Akorn Direct program may be discontinued or modified by Akorn at any time for any reason. Akorn reserves the right to refuse to fulfill orders placed by Buyer for any reason, including in response to Buyer's failure to pay amounts due for prior purchases or credit card charge failures. Akorn bears no obligation to fulfill individual orders and shall not be deemed to have accepted an order until order confirmation is transmitted. Akorn shall notify Buyer of any amendment by giving written notice to Buyer. Buyer's use of the program after the effective date of the notice constitutes Buyer's acceptance of the amendment.

2. SECURITY OF ACCOUNT NUMBER: Buyer shall at all times maintain the security and confidentiality of Buyer's Akorn Direct Account Number (Account Number) such that only individuals authorized by Buyer to submit orders for Akorn under the Account Number may do so. Failure to protect the Account Number may allow an unauthorized party to place orders under the program. Buyer agrees to notify Akorn immediately if Buyer becomes aware of any breach of security regarding, or unauthorized use of, the Account Number.

3. PAYMENT OBLIGATION: Notwithstanding this section, Akorn pricing, forms of payment deemed acceptable and other payment-related terms are subject to change at Akorn's discretion at any time. Akorn's prices shall be those in effect on the date of Buyer's order and shall be stated in the packing slip and/or order confirmation provided by Akorn. **Buyer shall be responsible to pay for, and assumes the entire risk of, all orders accepted by Akorn and placed using Buyer's Account Number regardless of whether authorized by Buyer,** provided such product is shipped to one of the locations specified on this Enrollment Form. Locations may be updated by Buyer in writing at any time using a Akorn-specified Supplemental Enrollment Form.

Buyer shall pay Akorn in full prior to shipment of ordered product if payment is to be made by electronic funds transfer or certified check. In the event that Buyer wishes to pay by credit card, a credit card with a sufficient credit line to pay for the product ordered must be provided when each order is placed, and Akorn will not fulfill an order unless a credit card charge is authorized at time of ordering. For credit card payment, Buyer shall pay Akorn in full sixty (60) days after the date of order and such payment shall be processed by Akorn in charging the credit card proffered at the time of order. If Buyer elects to purchase Akorn products using a credit card, and for any reason the charge on the proffered credit card fails (e.g., account has been closed in time between purchase and charge settlement), Buyer remains liable to pay Akorn all amounts owed and shall immediately pay Akorn in full through other means verifiable and acceptable to Akorn.

Akorn reserves the right to pursue Buyer's payment of past due amounts to the full extent permitted by law, including use of a collections agency and pursuit of legal remedies. Buyer shall be responsible to reimburse Akorn for all fees and costs associated with collections agency services in seeking payment of Buyer's past due amounts.

4. TITLE AND DELIVERY: For shipments to destinations in the United States and its territories (collectively "United States"), shipment shall be FOB Buyer's location (which site shall be designated by Buyer at the time of the order and must appear as an authorized "ship to" location on this Enrollment Form). Title to and risk of loss of the products sold hereunder shall pass to Buyer when the products are delivered to Buyer at the specified location. Akorn shall determine the method of transportation and routing of all shipments and shall pay freight. Delivery of all quantities of products referred to in the order confirmation provided by Akorn shall be deemed to have been made in full unless within ten (5) business days from the date of shipment Buyer informs Akorn, either by facsimile, 800-943-3694, or phone, 800-932-5676 of any incorrect shipments, damaged products, or shortages in such quantities of products.

5. RETURNS: Products purchased by Buyer shall be returned for replacement, or at Akorn's sole discretion for credit, in accordance with applicable Akorn product returns and spoilage policies in effect at time replacement request is made (copies of which can be obtained by contacting Akorn Customer Service). Buyer shall not bill or obtain payment from any third party for products returned to Akorn for credit or replacement.

6. PROHIBITION ON RESALE: Buyer shall not resell or distribute Akorn products to any entity. Buyer certifies that Akorn products purchased from Akorn shall only be administered to Buyer's patients.

7. LICENSES AND PERMITS: Buyer shall neither order Akorn products nor take receipt of Akorn shipments unless at such time Buyer possesses all licenses, registrations, permits and consents (Licenses) required under applicable Federal, state and local laws to purchase, receive, store, handle, administer and use such product in the location to which product is shipped. Buyer shall provide Akorn Customer Service a copy of Licenses and copies of License renewals at least sixty (60) calendar days prior to expiration and shall notify Akorn upon loss of any License. Buyer agrees that it will not use Akorn for any purpose or in any manner that is contrary to law or inconsistent with Akorn's policies regarding the Akorn Direct program.

8. TAXES: Buyer shall bear all applicable taxes and similar charges including but not limited to federal, state, municipal and other taxes (such as sales, use, value added or similar taxes); all customs duties, imposts, and similar charges and all personal property taxes assessable on the products after delivery to the carrier at Akorn's designated site. Notwithstanding the above, at its option Akorn may elect to forego collection of certain state and local sales and use taxes from Buyer. Buyer shall ensure that it complies with all disclosure and reporting obligations regarding the value of these and any other discounts provided in connection with purchase of Akorn products, pursuant to Section 1128B(b) of the Social Security Act, 42 C.F.R. 1001.952 and all other applicable Federal and state laws or regulations.

9. RECALL COOPERATION: Buyer agrees to cooperate fully in the event of any partial or total recall of product provided hereunder and with requests Akorn may make of Buyer in connection therewith.

10. WARRANTY EXCLUSION: Akorn hereby excludes any and all warranties, whether expressed or implied, with respect to Akorn products, including without limitation any and all warranties of non-infringement, merchantability and fitness for a particular purpose. Oral statements by sales representatives or others employed or empowered by Akorn are superseded by these terms and conditions and are not binding on Akorn.

11. LIMITATION OF LIABILITY: In no event shall Akorn be liable for special, incidental, indirect, consequential or punitive damages including damages for loss of profit or use, in any claim asserted by Buyer under this agreement whether based upon warranty, contract, negligence, strict liability or other cause of action. Akorn's sole liability with respect to defective products or products not in conformance with Buyer's order (e.g., incorrect, damaged or missing products that occur prior to Buyer's receipt of product at the destination site) shall be to replace such products, or at Akorn's sole discretion to process a credit, upon a return authorized by Akorn in accordance with applicable Akorn product returns policies.

12. INDEMNIFICATION: Buyer shall indemnify, defend and hold harmless Akorn, its officers, directors, employees, agents and affiliates (including its parent company and, collectively, the "Indemnified Parties") for all losses, expenses and claims, including without limitation any reasonable attorneys' fees and expenses (Losses) incurred by Akorn and arising out of any breach or violation of any provision of this agreement, arising from the wrongful or negligent acts or omissions of Buyer, or relating to unauthorized personnel's submission of orders for Akorn using Buyer's Account Number. Akorn shall indemnify, defend and hold harmless Buyer for Losses arising from bodily injuries incurred by users of Akorn's products except to the extent that Buyer's negligent or wrongful acts or omissions caused or contributed to such injuries, in which case Buyer shall be obligated to indemnify, defend and hold harmless Akorn for all Losses arising from such injuries. Buyer will (a) give each Indemnified Party prompt written notice of any Losses for which Buyer may be indemnified by such Indemnified Party hereunder; (b) cooperate reasonably with each Indemnified Party in connection with defense and settlement of any Losses; and (c) permit each such Indemnified Party to control the defense and settlement of such Losses.

13. PROPRIETARY INFORMATION; CONFIDENTIALITY: Buyer agrees that this agreement and all information developed by or provided by Akorn to Buyer, and all information becoming known to Buyer concerning Akorn's inventions, discoveries, improvements or methods, business plans, ventures or practices, enterprises, manufacturing or other plant design, location of operations, or any other information affecting the business operations of Akorn (Akorn's Proprietary Information) shall be maintained confidential by Buyer and shall not be published, disseminated, revealed in any manner or to any party, or used by Buyer without first obtaining Akorn's written consent thereto, provided, however, that the provisions of this section as they relate to confidentiality shall not apply to Akorn's Proprietary Information which becomes lawfully public information. Buyer shall be fully responsible for all such Akorn's Proprietary Information in Buyer's possession and Buyer shall promptly on demand return all documents including Akorn's Proprietary Information to Akorn.

14. TERM; TERMINATION: Either party may terminate this agreement at will, without cause, upon prior written notice of termination to the other party, effective five (5) days after date of receipt of such notice. Termination does not relieve Buyer of obligation to make full payment to Akorn for any orders fulfilled. Buyer's obligations under sections 2, 3, 5, 6, 9, 10, 11, 12, 13, 16, 18, and 19 shall survive termination of this agreement.

15. BUYER REPRESENTATIONS: (A) Buyer represents and warrants to Akorn that: (1) it has all right, power and authority necessary to enter into this agreement and has and will have all right, power and authority necessary to place orders for Akorn and to perform its obligations hereunder and thereunder; (2) its performance under

Terms and Conditions

this agreement and orders hereunder will not conflict with or result in a breach or violation of the terms or provisions or constitute a default under any agreement or law by which is bound; and (3) this agreement constitutes, and orders placed hereunder will constitute, its legal, valid and binding obligation enforceable against it in accordance with this agreement. (B) If Buyer is not a natural person, Buyer further represents and warrants to Akorn that: (1) the undersigned person is a duly elected officer, member, partner or other representative of Buyer with full power and authority to execute and deliver this agreement on behalf of Buyer and to perform Buyer's rights, duties and obligations hereunder, (2) all corporate and/or legal actions necessary in connection with Buyer's execution and delivery of this Agreement have been taken, and (3) Buyer is in good standing in the state of its organization and in each state where the conduct of its business requires it to be registered.

16. RELATIONSHIP BETWEEN THE PARTIES: This agreement shall not be construed to create a partnership, joint venture or employment relationship between Akorn and Buyer. Neither Akorn nor Buyer will represent itself to be an employee or agent of the other or enter into any agreement or commitment in the other's name. This agreement relates to, and orders placed hereunder will be, contracts of sale involving the disposition of personal property that are exempt from regulation under the California Finance Lenders Law and other analogous laws. This agreement and orders placed under this agreement do not relate to goods that are used or bought for use primarily for personal, family or household purpose. The Akorn Direct program will be maintained and administered solely as a commercial program not subject to the application of consumer protection laws or other similar laws applicable to transactions by reason of their relationship to consumers, the dollar size of transactions or other analogous considerations. To the fullest extent permitted by law, Buyer waives all rights and defenses available to it under any such laws and agrees to place and use orders so as to avoid their application to transactions hereunder.

17. ASSIGNMENT: Buyer shall not assign this agreement or any interest herein or any rights hereunder without prior written consent of Akorn. Akorn may assign this agreement to any affiliate, including its parent company or any subsidiary, without Buyer's prior consent.

18. FORCE MAJEURE: Each of the parties hereto shall be excused from the performance of its obligation hereunder for causes beyond the reasonable control of such party, including but not limited to acts, regulations or laws of any government, war or civil commotion, destruction of production facilities or materials by earthquake or storm, shortages or unavailability of production facilities or materials, labor disturbances or failure of suppliers, public utilities or common carriers.

19. GOVERNING LAW AND ARBITRATION: This agreement shall be governed by and construed in accordance with the laws of the state of Illinois (excluding its conflict of laws principles). No provision of this agreement shall be applied or construed in a manner inconsistent with applicable Federal and state laws and regulations. Any controversy or claim arising out of or relating to this agreement or the breach thereof, with the sole exception of claims regarding the validity or enforceability of any patent, shall be settled by arbitration conducted in Lake County, Illinois, in accordance with the commercial rules of the American Arbitration Association. Judgment upon award rendered by the arbitrator(s) is final and binding and may be enforced or entered in any court having jurisdiction thereof. Any claim, action or proceeding by Buyer against Akorn under this agreement must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

20. ENTIRE AGREEMENT: This agreement is the entire agreement between the parties and supersedes any and all prior agreements between the parties, whether oral or written, relating to the subject matter hereof. Amendments may be made as specified in section 1 of the agreement.

21. NOTICES: Unless otherwise noted in this agreement, any notice under this agreement given by either party to the other party shall be in writing and must be sent to the intended recipient by registered letter, receipted commercial courier, or electronically receipted facsimile transmission (acknowledged in like manner by the intended recipient), if to Buyer, at Buyer's primary address indicated on the Enrollment Form and if to Akorn at Customer Service, 1925 West Field Court, Suite 300, Lake Forest, IL 60045 or by facsimile at (800) 943-3694. Either party may from time to time change such address or individual by giving the other notice thereof.

Remember

Please sign this form agreeing to the Terms and Conditions of the program. Enrollment cannot be approved without your signature.

FOR AKORN USE ONLY

Customer Account Number _____ Credit Limit \$ _____

Date Approved _____ Accounting Signature _____

Terms _____ License Confirmed _____ CSR Initials _____ Date _____

Define Operation (Line of Business) _____

SIGNATURE

BUYER (Please enter appropriate Legal Entity Name)

NAME

Buyer's Duly Authorized Representative (Please ensure appropriate individual signs this agreement; see section 15 for details)

NAME

TITLE

X

SIGNATURE

DATE





Akorn Enrollment Supplement Form for Practices with Multiple Locations

Telephone: (800) 932-5676 Fax: (800) 943-3694 • www.akorn.com

Use this form to enroll additional shipping locations for satellite offices

Complete this form (in addition to the Akorn Direct Enrollment Form) to enroll satellite locations in Akorn's Akorn Direct program. Fax the completed forms to (800) 943-3694.

APPLICATION SUPPLEMENT FOR (BUYER* NAME)

SECURE ACCOUNT NO. (IF KNOWN)

Use this section to add additional shipping addresses for satellite locations.

SHIPPING INFO

PHYSICIAN NAME

STATE MEDICAL LICENSE NO.†

DEA LICENSE NO.

EXPIRES

ADDRESS

CITY

STATE

ZIP

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PHONE

FAX

OFFICE HOURS (for delivery)

SHIPPING INFO

PHYSICIAN NAME

STATE MEDICAL LICENSE NO.†

DEA LICENSE NO.

EXPIRES

ADDRESS

CITY

STATE

ZIP

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PHONE

FAX

OFFICE HOURS (for delivery)

SHIPPING INFO

PHYSICIAN NAME

STATE MEDICAL LICENSE NO.†

DEA LICENSE NO.

EXPIRES

ADDRESS

CITY

STATE

ZIP

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()

PHONE

FAX

OFFICE HOURS (for delivery)

SHIPPING INFO

PHYSICIAN NAME

STATE MEDICAL LICENSE NO.†

DEA LICENSE NO.

EXPIRES

ADDRESS

CITY

STATE

ZIP

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PHONE

FAX

OFFICE HOURS (for delivery)

*The buyer is the individual or legal entity who enrolls in Akorn Direct and agrees to comply with all program Terms and Conditions as stated in the Enrollment Form. The buyer's duly authorized representative is an individual who possesses the legal authority to bind the buyer to abide by the Terms and Conditions specified on this Enrollment Form. Please see section 15 of the Terms and Conditions for more information.

† Entering your license number is for reference only. We may ask to obtain a copy of your state medical license. This information is for account set-up only.

SIGNATURE

BUYER (Please enter appropriate Legal Entity Name)

NAME

Buyer's Duly Authorized Representative (Please ensure appropriate individual signs this agreement; see section 15 for details)

NAME

TITLE

SIGNATURE

DATE



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