

**HOME HEALTHCARE PERFORMOMIST® PROGRAM
NON-DIVERSION AND OWN USE CERTIFICATION**

The undersigned hereby acknowledges and agrees that the discounted price for Performomist made available to the undersigned pursuant to that certain Distribution Services Agreement (the "Agreement") by and between Dey Pharma, L.P. ("Dey") and Healthcare & Diagnostics Solutions, Inc. ("HDS") is conditioned upon the undersigned making this certification to Dey and HDS.

The undersigned represents and warrants to Dey that:

- (i) all of the information provided in this certification is true, complete and accurate;
- (ii) the undersigned will only purchase Performomist to fill prescriptions for the undersigned's own homecare patients;
- (iii) the undersigned will only use Performomist to fill prescriptions for the undersigned's own homecare patients;
- (iv) the undersigned will be excluded from the Home Healthcare Performomist® Program if the majority of their filled prescriptions are for Long Term Care patients.
- (v) the undersigned will not sell or in any manner transfer any Performomist purchased at the discounted price available under the Agreement to any person or entity for subsequent distribution (by resale or otherwise), unless the prior written approval of Dey is obtained;
- (vi) any transfer of Performomist purchased at the discounted price available under the Agreement in violation of this certification will be considered a breach of this certification allowing Dey to prohibit the undersigned from purchasing Performomist under the Agreement in the future and/or recover any chargebacks paid in error; and
- (vii) the person signing this Agreement on behalf of Provider has the requisite authority and legal standing to bind Provider to the terms and provisions set forth herein.

Dey reserves the right to evaluate the undersigned's compliance with this certification on a quarterly basis. Redirecting Performomist to any third parties, including wholesalers, distributors, and other pharmacies including any retail pharmacy owned or partially owned by the undersigned is specifically prohibited.

Pricing is subject to change at any time.

If the terms and conditions provided in this certification are amended, modified or altered in any way, it will be considered null and void. The undersigned will not be attached to the Agreement unless all required fields of this certification are completed.

The undersigned hereby acknowledges and agrees that it may take up to five (5) business days for Dey to receive and process this certification and make the discounted price available to the undersigned via attachment to the Agreement.

Facility Name:	
Address:	
City/ST/Zip:	
Phone:	
Facility DEA #	Facility HIN #
Name:	
Title:	
Signature:	Date:

**Please fax completed Agreement to Healthcare & Diagnostics Solutions, Inc.
Attn: Contracts Dept.
Fax: 866-875-4437
or email scan to: sales@4hds.net**

Notice Relating to Discounting Practices §1001.952, and other applicable regulations. Product covered under the Agreement may be subject to discounts, rebates, or other price reductions ("Reductions"), which may also be reflected in other documentation. The undersigned may have a legal obligation to report or reflect such Reductions on cost reports or claims submitted to federal or state health care programs; the undersigned should retain this certification and all other documentation relating thereto; and, the undersigned should make all such documentation available to representatives of federal or state health care programs upon request. The undersigned may also have a duty to advise its customers of these legal requirements.