



 (877) 476-4761

 dsupon@rxoneshop.com

 dougs@rxoneshop.com

### APPLICATION FOR CREDIT

Legal Name of Business: \_\_\_\_\_

Bill to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Ship to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

DEA#: \_\_\_\_\_ Exp Date: \_\_\_\_\_ State License#: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Accts Payable Manager: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC Years in Business: \_\_\_\_\_

GLN#: \_\_\_\_\_

Owners or Officers:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Primary Wholesaler, Bank Info, D&B Number and Trade References are required information

Primary Wholesaler: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone: # \_\_\_\_\_

Bank Name: \_\_\_\_\_ Account: #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Contact: \_\_\_\_\_

D&B #: \_\_\_\_\_

#### Trade References:

Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone #: \_\_\_\_\_

Authorized Signature\*: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZATION TO INVESTIGATE CREDIT: The above information is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

\*By signing Applicant acknowledges that it is requesting RxOneShop.com to provide their request for credit to each Supplier RxOneShop.com represents and Applicant agrees to the Supplier(s) Terms and Conditions including those on Page 2 of this application. RxOneShop.com will at the request of the Applicant provide a list of Suppliers to whom the credit application is being provided.

This credit application form is provided as a convenience to Customers, eliminating the need to complete individual credit applications from multiple Suppliers. RxOneShop.com does not approve or extend credit.

**New Customers:** Credit will be extended at the sole discretion of each Supplier. By signing Customer represents that all information contained herein is correct and complete and that the Supplier(s) may rely on such information in deciding to extend or discontinue credit. Each individual Supplier retains the right to extend or not extend credit and the amount of said credit to be extended.

**Standard Payment Terms:** Net 30 Days subject to credit approval

**Payment Method Accepted:** Mailed check or electronic payment made payable to the Supplier that invoiced the Customer

**Credit Limits:** Customers are normally given a credit line sufficient to accommodate their order requirements. Requests for credit limit increase may require additional financial information and/or altered payment terms.

**Finance Charge:** Accounts 30 days or more past due will incur a finance charge of 1.5% per month (18% per annum).

**DEA & State License:** Customer acknowledges that current DEA Certificate and State License have been provided with this Application for Credit. Failure to provide DEA Certificate and State License with this Application for Credit may delay credit approval.

**Permissions:** Customer grants permission to RxOneShop.com and Supplier(s) to send advertising and promotional materials to the email(s) and fax number(s) provided.

Customer requests that RxOneShop.com register Customer to access [www.rxoneshop.com](http://www.rxoneshop.com) for the purpose of placing orders.

Customer acknowledges and agrees that all pricing and inventory information provided by Supplier(s) constitutes confidential and proprietary information that Customer shall keep in the strictest confidence. Customer will not share such information with any third parties including without limitation other wholesalers, manufacturers or retailers.

Fax Application For Credit with DEA Certificate and State License to (877) 578-0545

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<b>QUEST</b> <i>Pharmaceuticals, Inc.</i>		Title: Customer Questionnaire	
Form Number: Gen-01	Version: 01	Effective Date: 08/12/2019	
Department: Sales			

**This application is to be completed by the Owner or Authorized Representative**

1. Name/DBA:
2. Address:
3. Website:  Email
4. Phone Number:  Fax Number:
5. How many years has the pharmacy been in business?
6. Has the pharmacy ever operated under a different name?  
 Yes ☐ name:  No ☐
7. DEA license number
8. State Lic#:  Other? Please attach
9. Is this pharmacy affiliated with another pharmacy or website that allows orders to be placed over the internet?  
 Yes ☐ please describe  No ☐
10. Name of Owner(s):
11. Name of pharmacist in charge (PIC):  License #:
12. Number of years owner has operated pharmacy:
13. Is the Owner a licensed pharmacist or practitioner? Yes ☐ License #/Type  No ☐
14. Primary Wholesaler:
15. Secondary Wholesaler:

I, as the Owner or Authorized Representative, declare that I have completed this Retail Pharmacy Questionnaire to the best of my knowledge and believe the information provided is true, correct and complete.

\_\_\_\_\_  
Name (print) Owner/Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Pharmacy Name: \_\_\_\_\_ DEA#: \_\_\_\_\_

**\*\*Agreement to be completed by Owner or Pharmacist in Charge\*\***

\_\_\_\_ *initial* This customer agrees that the responsibility of payment is acknowledged and invoices are due and payable as designated by the Creditor. Unpaid invoices beyond the terms will be cause for cessation of future shipments. All amounts payable will be paid within the terms given, and if not paid on or before the due date, are then delinquent. Creditor may terminate credit availability within its sole discretion. It is understood that creditor may impose and charge a finance charge or delinquency charge which is the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the customer shall be responsible for all collection costs and attorney's fees in connection with any delinquent amount. In addition, there will be a twenty-five dollar (\$25.00) fee charged on any check or other payment method made that is returned unpaid by the bank or any other financial institution.

\_\_\_\_ *initial* This customer agrees that it will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration (DEA), the United States Food and Drug Administration (FDA), the states into which it dispenses controlled substances and the states in which it is licensed. Further, the customer agrees that it will not dispense controlled substances if it suspects that a prescription is not issued for a legitimate medical purpose or in the normal course of professional practice. The customer agrees that if any potential red flags are identified, it is advisable to contact the prescriber(s) to validate the legitimacy of the prescription and/or to discontinue filling prescriptions from the prescriber, group of prescribers, and/or customer in question. In addition, the State Board of Pharmacy and local DEA Diversion Field Office should be contacted.

\_\_\_\_ *initial* Customer agrees that it understands that Quest Pharmaceuticals is required by DEA regulations to report to the local DEA Diversion field office any instances of suspicious orders of controlled substances pursuant to 21CFR. To this end, Customer agrees that it will be alert for red flags of suspicious orders/prescription fill requests, such as: a) numerous controlled substance prescriptions written for the same drugs, in the same quantities for the same time period by the same or different prescribers or group of prescribers for the same patient; b) numerous controlled substance prescriptions written for the same person or several persons by the same prescribers or group of prescribers; c) numerous prescriptions written for the same patient by prescribers located in different states than the patient; and/or d) any other red flags that would indicate that controlled substance prescriptions are not for legitimate medical purposes.

\_\_\_\_ *initial* Customer will provide to Quest Pharmaceuticals or other company on behalf of Quest Pharmaceuticals, upon request, any information regarding its distribution of controlled substances to remain compliant with DEA regulations. Quest Pharmaceuticals reserves the right to limit or eliminate any sale of controlled substances to customers, in any situation, which it determines in its sole discretion, who pose issues or questions of proper usage and/or adequate legal compliance by the Customer. Quest Pharmaceuticals requires a minimum of ninety days of purchasing history prior to shipment of any CII products. While all efforts are made to ship orders in a timely manner, any order containing controlled substances will not be shipped until all due diligence has been executed for that order.

\_\_\_\_ *initial* Customer acknowledges that in the event you have a federal or state license revoked, surrendered, retired or changed in anyway, you are required to notify Quest immediately.

\_\_\_\_ *initial* Customer acknowledges that Quest Pharmaceuticals may provide a copy of this agreement to the DEA, other federal regulatory agencies, state regulatory agencies, or state licensing boards when determined to be appropriate.

\_\_\_\_ *initial* By executing this document you agree to receive advertisements from Quest Pharmaceuticals to any fax number(s) and/or email address(es) you provide.

\_\_\_\_ *initial* Customer agrees that failure to comply with this Agreement may result in the termination of the relationship between Quest Pharmaceuticals and Customer, in whole or in part, notwithstanding any other agreements to the contrary.

I \_\_\_\_\_ as the ☐ owner ☐ PIC agree to abide by this customer agreement and declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
**Full Name (Print)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## ACCOUNT INFORMATION

Legal Business Name:		Trade Name:		Date:	
Street Address:			City:		State: Zip Code:
Telephone No:		Fax:		Cell No.:	
E-Mail for Order Confirmations:			E-Mail for Billing:		
Type of Business (e.g. Corp, Partnership, LLC, Proprietorship):			List additional Businesses owned by principal(s):		
Do You Use Third Party EDI? <input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, which EDI software is used?		
State Board of Pharmacy License No.:		Expiration Date:		Primary Vendor:	
DEA License No.:		Expiration Date:			
Principals Names:	Ownership %:	Home Address:		Cellular No.:	Social Security No.:
_____	_____	_____		_____	_____
_____	_____	_____		_____	_____

## BUSINESS INFORMATION

How long in business?		How long at this location?	
Own or Rent Business the location?	If rent, name, address and telephone no. of landlord:		
Has Applicant or any principal(s) filed for bankruptcy either personally or on behalf of any business in past ten (10) years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is Applicant (or Principal(s) thereof) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is Applicant or any principal(s) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Applicant or any principal(s) ever been charged/convicted with a felony or misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are there investigations/audits (current or past) concerning Applicant or any principal(s) of Applicant by a gov't office, PBM or ins. carrier? <input type="checkbox"/> Yes <input type="checkbox"/> No			

## ACH AUTOPAYMENT ENROLLMENT

Name of Financial Institution:	Financial Institution Address:
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Lockbox	Name on Account:
Depositor Account Number:	Nine Digit Routing Transit Number:
Billing Info: <input type="checkbox"/> Twice Monthly Payment- All invoices from the 1st to the 15th of the Month will be withdrawn on the 30th of the same month (or the last business day proceeding the 30th). All invoices from the 16th to the end of the Month will be withdrawn on the 15th of the following month (or the last business day proceeding the 15th).	

## The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and HealthSource Distributors, LLC

- Applicant warrants that all information set forth in this Application is a true representation for the purpose of obtaining credit from HealthSource. Any willful misrepresentation shall constitute a default by Applicant in its agreement with HealthSource Distributors, LLC ("HealthSource"), and shall result in disqualification of Applicant as a customer.
- Payments terms are set forth on invoices. Payments not received on or before the date(s) set forth on the invoices shall be deemed late. Should the due date fall on a holiday or weekend, then payment is due at HealthSource on the preceding business day.
- The signatories hereto hereby authorize HealthSource to conduct such investigations as it may deem necessary to verify their creditworthiness and agree to release all persons, companies, or corporations using or supplying such information, including HealthSource, from any claims and/or losses that may result therefrom.
- HealthSource may in its sole discretion, at any time, without prior notice, discontinue service, change Applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against HealthSource for said conduct.
- In case of default by Applicant, Applicant and Guarantor (see below) agree to reimburse all of HealthSource's reasonable costs of collection, including but not limited to, attorneys' fees.
- Applicant agrees to immediately notify HealthSource, in writing, of any of the following events affecting Applicant or its owners/operators: bankruptcy (business or personal), investigation (Medicaid or otherwise), disciplinary hearing, suspension, licensing issue, PFP/provider audit, legal proceedings, judgments, liens or any change in financial condition.
- A late fee assessment of 1.5% per month or the highest amount allowed by law, if lower, may be charged to the outstanding balance if payment in full is not received timely.
- Applicant understands, accepts and agrees that in the event a payment fails to clear the collection process, Applicant shall be subject to a \$100.00 service charge per rejection.
- HealthSource's acceptance of any payment for less than the full amount of the indebtedness owed shall not constitute a waiver of HealthSource's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction.
- Applicant agrees to provide HealthSource with advance written notice of any change in ownership, management and/or control of Applicant. In any such event, all open invoices shall immediately become due and payable. Applicant agrees not to transfer/assign any open balance without HealthSource's written consent.
- Applicant agrees to abide by HealthSource's Return Goods Policy (as may be amended – see website for details). Unauthorized returns will be destroyed and no credit will be issued.
- Applicant agrees to indemnify and hold HealthSource and its officers, shareholders and employees harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorneys' fees), arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by HealthSource, including claims for personal injury, death and/or property damage.
- No failure or delay to exercise any power, right or privilege and no course of dealing shall operate as a waiver of any power, right or privilege hereunder.
- PERSONAL GUARANTEE** – The undersigned personally guarantees prompt and full performance of all obligations due and owing by Applicant to HealthSource under this and/or any other agreement with HealthSource. In the event of default, HealthSource and/or any holder hereof is authorized to proceed against the undersigned guarantor, without first having to proceed against Applicant, for the full amount due, including late payment charges, interest, costs and attorneys' fees. The undersigned waives presentment, demand, protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by HealthSource and waives notice thereof. If more than one guarantor, the obligation of each Guarantor shall be joint and several. Termination of this Guarantee must be in writing, signed by HealthSource and undersigned, and in such event, shall only apply as to future obligations.
- SECURITY AGREEMENT** - To secure Applicant's existing and future liabilities to HealthSource, Applicant grants HealthSource a security interest upon all personal property of Applicant, wherever located, now owned or hereafter acquired, including but not limited to, accounts, insurance proceeds, inventory, prescription records, equipment, fixtures, contract rights, customer lists, cash on hand/deposit, telephone numbers and all other tangibles and general intangibles, including replacements and proceeds of the foregoing, now owned or that may hereafter arise (collectively, the "Collateral"). Applicant authorizes HealthSource to file a UCC-1, along with amendments and extensions thereto. Applicant will cooperate with HealthSource in obtaining control of the Collateral. Upon default by Applicant, HealthSource shall have the right to enforce its rights against the Collateral. HealthSource may pursue any remedy available at law and/or equity, including those available under the Uniform Commercial Code.
- The undersigned, having the authority to bind Applicant, acknowledges having read and reviewed this document, and further warrants, covenants and agrees to pay and perform all of the obligations secured by this Credit Application according to the stated terms.
- The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and HealthSource Distributors, LLC. This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.
- Privacy Act Statement:** The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

Guarantor: (Print)	Guarantor: (Sign)	Applicant: (Print name and Title)	Signature:
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Please complete and return to:

~ For internal use only please ~



EMAIL

FAX

New	Revived
CRM ID#	

Trade Name (DBA)		Primary Phone#	
Legal Name			
List related TopRx account number(s)			
<b>SHIPPING ADDRESS &amp; DSCSA</b>			
Address		GLN #	
City	State	Zip	sGLN #
Approved Buyer Name(s)		HIN #	
		NPI #	
Average Scripts per Day at this location?		NCPDP #	
<b>BILLING ADDRESS &amp; ACCOUNTS PAYABLE CONTACT</b>			
AP Contact Name		AP Email	AP Phone #
Address		AP Fax #	
City	State	Zip	DUNS#
<b>TRADE REFERENCES</b>			
Primary Wholesaler		Account #	
Fax #		Phone #	
Alternate Distributor		Account #	
Fax #		Phone #	
Alternate Distributor		Account #	
Fax #		Phone #	
<b>BANK REFERENCE</b>			
Bank Name		Account #	
Federal Tax ID #	Fax #	Phone #	
<b>LICENSURE</b>			
DEA#	Expires	State BOPC# (if applicable)	Expires
State BOP#	Expires	Medical License (if applicable)	Expires

#### Terms and Conditions

The undersigned (Applicant) certifies that the information contained herein is true and correct, and further authorizes TopRx, LLC (Seller), to make any inquiries necessary for verification of the information provided. The Applicant hereby indemnifies the Seller, and its agents, from any liability resulting from their credit inquiry. The Applicant further agrees that if credit is extended, all credit and sales made shall be subject to the following terms and conditions: (1) Applicant shall pay the full amount of the invoice(s) when due, which is defined to be thirty (30) days from the invoice date unless otherwise specified on the invoice or agreed to in writing by the Seller; (2) If payment in full is not received by the due date, Applicant shall owe, in addition to the invoice amount, a late fee of 1.5% per month (18% annum), or the maximum allowed by law, on all unpaid balances, plus costs of collection, including, but not limited to, attorney's fees, court costs, and collection fees that the Seller may incur in recovering the amount that is owed; (3) Applicant agrees that venue and jurisdiction for any such court action shall properly be at Shelby County, TN, the principal place of business of Seller.

I further certify that I am knowledgeable of the financial condition of Applicant and that I am empowered and authorized to enter into the aforesaid Agreement on Applicant's behalf. I further certify on Applicant's behalf that Applicant is solvent as defined by Article 1 of the Uniform Commercial Code, and that Applicant will immediately notify the Seller if it becomes insolvent. I understand that TopRx, LLC reports to Business Crediting Reporting Agencies.

Authorized Signer's Name - PLEASE PRINT

Authorized Signer's Title - PLEASE PRINT

Authorized Signature

Date



# CUSTOMER AGREEMENT AND CREDIT APPLICATION

Rep: RxOneShop  
P: 1-844-410-5267 F:754-227-2910  
www.jamsrx.com

## ACCOUNT INFORMATION

Legal Business Name:		Trade Name:		Date:	
Street Address:		City:		State:	Zip Code:
Telephone No:		Fax:		Cell No.:	
E-Mail for Order Confirmations:			E-Mail for Billing:		
Type of Business (e.g. Corp, Partnership, LLC, Proprietorship):			List additional Businesses owned by principal(s):		
Do You Use Third Party EDI? <input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, which EDI software is used?		
State Board of Pharmacy License No.:		Expiration Date:		Primary Vendor:	
DEA License No.:		Expiration Date:			
Principals Names:		Ownership %:	Home Address:		Cellular No.:
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## BUSINESS INFORMATION

How long in business?		How long at this location?	
Own or Rent Business the location?	If rent, name, address and telephone no. of landlord:		
Has Applicant or any principal(s) filed for bankruptcy either personally or on behalf of any business in past ten (10) years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Is Applicant (or Principal(s) thereof) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is Applicant or any principal(s) currently a defendant in any legal proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Applicant or any principal(s) ever been charged/convicted with a felony or misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are there investigations/audits (current or past) concerning Applicant or any principal(s) of Applicant by a gov't office, PBM or ins. carrier? <input type="checkbox"/> Yes <input type="checkbox"/> No			

## ACH or CREDIT CARD AUTOPAYMENT ENROLLMENT

Please choose one option: <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH		Type of Card: <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> AmEx		Name on Account:	
Credit Card Number:		Exp Date:	CVV Number:	Billing Address:	
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Lockbox		Depositor Account Number		Nine Digit Routing Transit Number	
Billing Date Options					
<input type="checkbox"/> Monthly Payment- All invoices from the previous month will be paid by ACH or credit card on the 15th of the following month (or last business day preceding the 15th).					
<input type="checkbox"/> Twice Monthly Payment- All invoices from the 1st to the 15th of the month will be withdrawn by ACH or credit card on the 15th of the following month (or the last business day preceding the 15th). All invoices from the 16th to the end of the month will be withdrawn on the last business day of the following month.					

### The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and JAMS Wholesale Distribution Services, LLC

- Applicant warrants that all information set forth in this Application is a true representation for the purpose of obtaining credit from Jams. Any willful misrepresentation shall constitute a default by Applicant in its agreement with JAMS Wholesale Distribution Services, LLC ("JAMS"), and shall result in disqualification of Applicant as a customer.
- Payments terms are set forth on invoices. Payments not received on or before the date(s) set forth on the invoices shall be deemed late. Should the due date fall on a holiday or weekend, then payment is due at on the preceding business day.
- The signatories hereto hereby authorize JAMS to conduct such investigations as it may deem necessary to verify their creditworthiness and agree to release all persons, companies, or corporations using or supplying such information, including Jams, from any claims and/or losses that may result therefrom.
- JAMS may in its sole discretion, at any time, without prior notice, discontinue service, change Applicant's credit terms, cost of goods, discount, services or programs and require payment in cash before shipment of any and all merchandise. Applicant waives any and all claims against JAMS for said conduct.
- In case of default by Applicant, Applicant and Guarantor (see below) agree to reimburse all of JAMS's reasonable costs of collection, including but not limited to, attorneys' fees.
- Applicant agrees to immediately notify JAMS, in writing, of any of the following events affecting Applicant or its owners/operators: bankruptcy (business or personal), investigation (Medicaid or otherwise), disciplinary hearing, suspension, licensing issue, PFP/provider audit, legal proceedings, judgments, liens or any change in financial condition.
- A late fee assessment of 1.5% per month or the highest amount allowed by law, if lower, may be charged to the outstanding balance if payment in full is not received timely.
- Applicant understands, accepts and agrees that in the event a payment fails to clear the collection process, Applicant shall be subject to a \$100.00 service charge per rejection.
- JAMS's acceptance of any payment for less than the full amount of the indebtedness owed shall not constitute a waiver of JAMS's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction.
- Applicant agrees to provide JAMS with advance written notice of any change in ownership, management and/or control of Applicant. In any such event, all open invoices shall immediately become due and payable. Applicant agrees not to transfer/assign any open balance without JAMS's written consent.
- Applicant agrees to abide by JAMS's Return Goods Policy (as may be amended – see website for details). Unauthorized returns will be destroyed and no credit will be issued.
- Applicant agrees to indemnify and hold JAMS and its officers, shareholders, and employees harmless from and against any and all claims, liabilities, losses, costs and expenses (including attorneys' fees), arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by JAMS, including claims for personal injury, death, and/or property damage.
- No failure or delay to exercise any power, right or privilege and no course of dealing shall operate as a waiver of any power, right or privilege hereunder.
- PERSONAL GUARANTEE** – The undersigned personally guarantees prompt and full performance of all obligations due and owing by Applicant to JAMS under this and/or any other agreement with JAMS. In the event of default, JAMS and/or any holder hereof is authorized to proceed against the undersigned guarantor, without first having to proceed against Applicant, for the full amount due, including late payment charges, interest, costs, and attorney's fees. The undersigned waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demands of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by JAMS and waives notice thereof. If more than one guarantor, the obligation of each Guarantor shall be joint and several. Termination of this Guarantee must be in writing, signed by JAMS and undersigned, and in such event, shall only apply as to future obligations.
- SECURITY AGREEMENT** - To secure Applicant's existing and future liabilities to JAMS, Applicant grants JAMS a security interest upon all personal property of Applicant, wherever located, now owned or hereafter acquired, including but not limited to, accounts, insurance proceeds, inventory, prescription records, equipment, fixtures, contract rights, customer lists, cash on hand/deposit, telephone numbers and all other tangibles and general intangibles, including replacements and proceeds of the foregoing, now owned or that may hereafter arise (collectively, the "Collateral"). Applicant authorizes JAMS to file a UCC-1, along with amendments and extensions thereto. Applicant will cooperate with JAMS in obtaining control of the Collateral. Upon default by Applicant, JAMS shall have the right to enforce its rights against the Collateral. JAMS may pursue any remedy available at law and/or equity, including those available under the Uniform Commercial Code.
- The undersigned, having the authority to bind Applicant, acknowledges having read and reviewed this document, and further warrants, covenants and agrees to pay and perform all of the obligations secured by this Credit Application according to the stated terms.
- The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute a contract between the Applicant and JAMS Wholesale Distribution Services LLC. This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.
- I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. I understand this authorization will remain in effect until the debt is fully discharged or I cancel in writing whichever comes first, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. I certify that I am an authorized user of this credit card and that I will not dispute any payments with my credit card company so long as the transaction corresponds to the terms indicated in this form.
- Privacy Act Statement:** The following information is provided to comply with the Privacy Act of 1974 (PL 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

Guarantor: (Print)	Guarantor: (Sign)	Applicant: (Print name and Title)	Signature:
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KEYSOURCE ACQUISITION  
PO BOX 645924  
CINCINNATI, OHIO 45264-5924  
VOICE: 1.800.842.5991  
FAX: 1.513.725.0698

## BUSINESS ACCOUNT INFORMATION FORM

### 1) BUSINESS CONTACT INFORMATION (REQUIRED FOR ALL NEW CUSTOMERS)

Company name			
Billing Address:	City	State	Zip
Shipping Address:	City	State	Zip
Phone:	DEA #:	NPI:	
Fax:	State License:		
Accounts Payable Email:		Authorized Buyer Email:	
Owner/officer:	Position	<input type="checkbox"/> Retail	<input type="checkbox"/> Wholesaler
Authorized Buyer:	Phone	<input type="checkbox"/> Veterinarian	<input type="checkbox"/> Institutional/Hospice
Accounts payable contact:	Phone	<input type="checkbox"/> Hospital/Clinic	<input type="checkbox"/> LTC
Monthly Statements: <input type="checkbox"/> Yes <input type="checkbox"/> No	Statement delivery: <input type="checkbox"/> Email <input type="checkbox"/> USPS	<input type="checkbox"/> Mail order/PBM	<input type="checkbox"/> Specialty
Ship To GLN:		Sold To GLN:	

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING COMMERCIAL CREDIT AND IS WARRANTED TO BE TRUE AND CORRECT. IF KEYSOURCE OR ITS AGENTS CONSIDER A CREDIT REPORT RELEVANT AND NECESSARY TO ASSISTING THIS REQUEST FOR CREDIT, THE UNDERSIGNED AUTHORIZES KEYSOURCE OR ITS AGENTS TO OBTAIN FROM A CREDIT REPORTING AGENCY A CREDIT REPORT CONTAINING PERSONAL CREDIT INFORMATION ABOUT THE APPLICANT. THE UNDERSIGNED AUTHORIZES KEYSOURCE OR ITS AGENTS TO INVESTIGATE THE REFERENCES LISTED PERTAINING TO THE APPLICANT'S CREDIT AND FINANCIAL RESPONSIBILITY, AND PERSONALLY GUARANTEES PAYMENT. A COPY OF THIS APPLICATION SHALL BE DEEMED AS AN ORIGINAL.

Authorized Signature: *(required)*

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Printed name of authorized signer: *(required)*

*(Signature approves attached Terms and Conditions)*

Date: *(required)*

Territory: (Office Use Only)





KEYSOURCE ACQUISITION  
PO BOX 645924  
CINCINNATI, OHIO 45264-5924  
VOICE: 1.800.842.5991  
FAX: 1.513.725.0698

## TERMS AND CONDITIONS

New Customers	An application signed by the owner or authorized individual must be returned to and approved by KeySource
Standard payment terms:	Net 30 Days
Payment methods accepted:	Check, Checkfaxx, ACH, or credit card
Credit limits:	Customers are normally granted a credit line sufficient to accommodate their ordering requirements. Requests for credit limit increases may require additional financial information and/or altered payment terms
Returned checks and ACH:	A fee of \$30.00 will be assessed per invoice. Also, accounts with returned checks will be placed on hold until payment by credit card or 5 business days after check/ACH is re-presented for payment.
Shipping:	Shipping charges are to be paid by customer if minimum order threshold is not met.
Standard shipping:	\$150 minimum for all ground shipments; \$150 minimum for qualifying overnight shipments
Return policy:	All products are sold on a non-returnable basis. Exceptions may apply. Shipping errors or damaged goods must be submitted and acknowledged by KeySource within 2 business days of receipt of shipment. Returns require a Returned Merchandise Authorization (RMA). Products returned without a RMA will be destroyed and no credit will be issued
Restocking charge:	Refused orders or product returns may incur a 15% restocking charge (\$30 minimum). Note: Returns require a RMA in all cases
Finance charge:	Accounts 30 days or more past due may incur a finance charge of 1.5% per month (18% per annum)
Past due accounts:	Accounts that are 30 days or more past due may be sent to collections. If your account is sent to collections you agree to pay all reasonable costs of collections to include, but not limited to, the following: Court costs and attorneys' fees. These fees will be in addition to the amount you owe and any interest owed. In addition, you agree to pay a processing fee of \$100 on any account submitted by KeySource to a collection agency or attorney for collection.
Governing law:	This agreement shall be governed by the laws of the State of Ohio.
Forum selection clause:	Any dispute arising from this contractual relationship shall be decided solely and exclusively by State courts located in Cincinnati, Hamilton County, Ohio. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse prevailing party for its attorneys' fees and the party prevailing in any such dispute shall be awarded its attorneys' fees.
Additional terms:	Terms of this credit agreement shall apply to all current and future charges. Credit privileges granted by KeySource may be withdrawn at any time for any reason.
Remittance address:	KeySource Acquisition LLC (DBA KeySource) PO BOX 645924 Cincinnati, Ohio 45264-5924

Authorized Signature: *(required)*

Printed name of authorized signer: *(required)*

\_\_\_\_\_  
*(Signature approves attached Terms and Conditions)*

Date: *(required)*

\_\_\_\_\_



## ParMed Pharmaceuticals Credit Application

**Legal Name of Business ("Applicant"):** \_\_\_\_\_ **d/b/a** \_\_\_\_\_  
**Ship to Address** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_  
**Bill to Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_  
**Business Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Should we charge sales tax?** ☐ Yes ☐ No (If No, give Tax I.D. Number & attach copy of Sales Tax Certificate) **Tax I.D.:** \_\_\_\_\_  
**Accounts Payable Manager** \_\_\_\_\_ **Buyer's Name** \_\_\_\_\_  
**Payment Option:** ☐ ACH Draft; to be drafted on due date. **Have You Ever Filed for Bankruptcy?** ☐ Yes ☐ No  
**Send My Statements Via:** ☐ I will obtain online / ☐ E-Mail / ☐ Fax \_\_\_\_\_  
**Send My Invoices Via:** ☐ I will obtain online / ☐ E-Mail / ☐ Fax \_\_\_\_\_  
**Ownership:** ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC; **Years in Business:** \_\_\_\_\_ **DUNS #:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
**Owner: Name** \_\_\_\_\_ **SS #** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
**Home Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **Home Phone** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
**Bank Reference:** **Name of Bank:** \_\_\_\_\_ **Type of Account:** \_\_\_\_\_  
**Banker:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Account #:** \_\_\_\_\_  
**Trade References:**

NAME	ADDRESS/CITY/STATE/ZIP	ACCT #	TELEPHONE #
1. _____	_____	_____	(____) _____
2. _____	_____	_____	(____) _____
3. _____	_____	_____	(____) _____

The following statements are made for purposes of procuring credit from ParMed Pharmaceuticals, LLC ("Company").

I, \_\_\_\_\_ (**PRINT NAME**) ("Guarantor") personally, and unconditionally, guaranty the payment and performance of all obligations owed by Applicant to the Company, whether now existing or hereafter arising, and waive any and all defenses arising by reason of the Company's failure to pursue Applicant, and/or any suretyship defenses or defenses raising out of the guarantor-principal relationship. Applicant and Guarantor agree to pay service charges of 1.5% per month or the highest lawful rate, whichever is lower on any past due balance, and all actual attorney fees and costs of collection. Failure or delay by Company to bill service charges will not waive Company's right to receive same. In the event of a default, Company shall have the right to declare all outstanding amounts immediately due and payable. Applicant and Guarantor also agree to jurisdiction and venue in Ohio. Applicant and Guarantor agree that all information provided herein or otherwise submitted is true and correct and is being furnished for the purpose of obtaining/retaining credit from Company. Applicant and Guarantor shall provide Company with financial statements and such further information as may reasonably be requested by Company from time to time. Applicant and Guarantor hereby authorize the Company to verify the information contained herein and/or additional information obtained by obtaining data from credit reporting agencies and/or contacting any of Applicant's and Guarantor's banks and suppliers.

Terms of sale have been fully explained and Applicant understands that if an account is established, Applicant's credit line is subject to periodic review. Company may increase, decrease, revoke or limit the amount and terms of credit extended to Applicant. Shipments may be held if Applicant's account is delinquent or exceeds Applicants established line of credit. Applicant further represents that its professional licenses are in good standing and not the subject of any proceedings by any governmental agency and agrees to notify Company immediately upon the commencement of any such proceedings. Applicant and Guarantor agree to provide Company with 60 days' notice of its intention to sell all of its assets and/or a proposed change of twenty-five percent (25%) or more of the ownership or control of Applicant. Special contract pricing is subject to verification of entitlement at any time after the sale and Applicants agrees to refund in the event there is no entitlement.

The undersigned represents that he/she has the authority to bind Applicant herein. Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for personal, family, or household purposes. Applicant, Guarantor and Company agree that the use of electronic transmission, including but not limited to e-mail or transmission via the internet, is permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the use of such media. Applicant, Guarantor and Company agree that the Uniform Electronic Transactions Act shall be applicable to the construction herein and any transactions hereunder.

**Print Applicant Name:** \_\_\_\_\_ **Guarantor Signature:** \_\_\_\_\_  
**By:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Authorized Signatory Name** \_\_\_\_\_  
**Date:** \_\_\_\_\_

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.