

Pharmsource, LLC.

New Account Profile & Credit Application

Sales Rep: _____ **Fax completed Application & Documents to (912)216-0605**

BUSINESS CONTACT INFORMATION

Legal Business Name	DBA / Trade Name	
Owner(s) Name(s)	<input type="checkbox"/> Sole proprietorship	Year business started
Phone	Fax	<input type="checkbox"/> Partnership
E-mail		<input type="checkbox"/> Corporation
Registered company address, City, State ZIP Code	<input type="checkbox"/> LLC <input type="checkbox"/> Other (explain)	D&B # SS # Tax ID #

BANKING INFORMATION

Pharmacy	Hospital	LTCF	Chain	Wholesaler	Other:
Bank name:		Phone		Fax	
Primary business address of bank City, State ZIP Code		E-mail			
Customer Account #		Contact Person		<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	

BUSINESS/TRADE REFERENCES

Primary Pharmaceutical Supplier	Phone	Fax
Address	E-mail	Account #
City, State ZIP Code	Accounts Payable Contact Person	
Company name	Phone	Fax
Address	E-mail	Account #
City, State ZIP Code	Contact Person	
Company name	Phone	Fax
Address	E-mail	Account #
City, State ZIP Code	Contact Person	

PAYMENT OPTIONS

30 Day terms
 Credit Card on file
 Cash on Delivery (COD)
 ACH paid on invoice due date

BUSINESS/OWNER HISTORY

Principal's Partner's Name(s)	Home Address	Telephone Number(s)	Social Security Number

Does Applicant own property where business is conducted? Yes No

If "Yes", name on deed: _____ Present Value: _____

If "No", give details of lease: _____ Monthly Payment: _____ Years Remaining: _____ (Include copy of lease)

Name of Landlord: _____ Telephone of Landlord: _____

Has Applicant, principal(s)/partner(s) filed for bankruptcy, either personally or on behalf of any business in the last ten (10) years: Yes No

If "Yes", identify date, Court of filing, and case no.: _____

Has any principal(s)/partner(s) ever been charged with a felony or misdemeanor: Yes No

Has an application for professional license been denied: Yes No

Has the pharmacy license ever been suspended or revoked: Yes No

Has there been, or are there ongoing investigations, concerning Applicant and/or any principal(s)/partner(s) by Medicaid, Medicare, or any other governmental body or third-party payor: Yes No

If "Yes" to any of the above questions, please indicate the name(s) of the individual, company/partnership, circumstances and status: _____

Identify all outstanding obligations owed by Applicant and liens on applicant's assets (i.e.: notes, UCC-1s, chattel mortgages, pledges of inventory, pledges of receivables, etc.) Include type of lien, date filed, party secured and current balance: _____

COMMERCIAL CREDIT APPLICATION AND AGREEMENT
TERMS AND CONDITIONS

This Commercial Credit Application and Agreement ("Agreement"), including all information provided by the Applicant herein, is a request for one or more extensions of business credit to defer payment for purchases by Applicant from Pharmsource, LLC, including its affiliates, subsidiaries and/or successors (collectively referred to as "Pharmsource").

- 1. Applicant hereby agrees to comply with the payment terms stated on Pharmsource's Invoices. Payments not received on or before the date(s) set forth on the Invoices ("Due Dates") shall be deemed late.
2. Applicant authorizes Pharmsource to obtain credit reports and conduct investigations from time to time that, in Pharmsource's sole and absolute discretion, are necessary to determine the Applicant's creditworthiness.
3. Applicant acknowledges and agrees that it shall not, directly or indirectly, sell, reroute, export, exchange, donate or divert, nor facilitate the sale, rerouting, export or diversion by any third party or parties of any of Pharmsource's merchandise into any unauthorized channel of trade or to any store.
4. Pharmsource may, in its sole discretion, at any time, without prior notice and for whatever reason, declare a default based on Applicant's failure to pay amounts due and owing, discontinue service, change Applicant's credit terms, change the cost of goods, discount, services or programs, and/or require payment in cash before shipment of any and all merchandise.
5. Applicant agrees to immediately notify Pharmsource, 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, third party audits, legal proceedings, judgments, liens and/or any material changes in financial condition.
6. Pharmsource's acceptance of any payment for less than the full amount of the indebtedness owed shall not constitute a waiver of Pharmsource's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction.
7. Applicant agrees to provide Pharmsource with advance written notice of any change in ownership, management and/or control of Applicant. In any such event, all Invoices with unpaid balances shall immediately become due and payable. Applicant agrees not to transfer/assign to any third-party any amounts due and owing to Pharmsource without Pharmsource's prior written consent. Applicant further agrees not to assign this Agreement without the prior written approval of Pharmsource. Any attempted assignment in violation of this provision shall be void.
8. Applicant agrees to comply with Pharmsource's Return of Goods Policy on the Pharmsource website. Applicant acknowledges that no credit will be issued for unauthorized returns.
9. Applicant agrees to indemnify and hold Pharmsource and its members, managers, officers 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 Pharmsource, including claims for personal injury, death and/or property damage.
10. In the event that Applicant executes more than one agreement with Pharmsource, then the terms of each such agreement will be binding upon Applicant. In the event any terms in this Agreement conflict with terms of another agreement, the most recent agreement shall govern the interpretation of such conflicting terms. No failure or delay in exercising any power, right or privilege, and no course of dealing, shall operate as a waiver of any power, right or privilege hereunder.
11. Applicant agrees to be liable for and immediately pay Pharmsource all attorneys' fees and costs, and all expenses or charges of any kind, incurred by Pharmsource for all reasonable costs of enforcing this Agreement or enforcing, defending or prosecuting any claim against any guarantors or third parties, up to the maximum amount allowed by state law.
12. This Agreement shall be deemed to have been made and executed in the State of Georgia and will be construed according to the laws of the State of Georgia pertaining to contracts made and performed entirely therein. The parties hereby consent and agree to submit to the exclusive jurisdiction of the Federal and state courts located in Glynn County, Georgia, and waive any objection to the laying of venue in Glynn County, Georgia. Any provision of this Agreement that is held invalid, void, or illegal will in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof will nevertheless remain in full force and effect.
13. The transmission of a signed copy of this Agreement electronically shall be binding on Applicant and any guarantor, and have the same force and effect as an original.
14. The undersigned, having the authority to bind Applicant, acknowledges having read and reviewed this document, warrants that all information provided herein is true and correct, and further warrants, covenants and agrees to pay and perform all the obligations in this Agreement according to the stated terms.
15. SECURITY AGREEMENT: To secure Applicant's existing and future liabilities to Pharmsource, Applicant grants Pharmsource 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, equipment, fixtures, contract rights, cash on hand/deposit, 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 Pharmsource to file a UCC-1, along with amendments and extensions thereto. Upon default by Applicant, Pharmsource shall have the right to enforce its rights against the Collateral. Applicant will cooperate with Pharmsource in obtaining control of the Collateral. Pharmsource may pursue any remedy available at law and/or equity, including those available under the Uniform Commercial Code.

Applicant (Company Name)

Date:

By: Signature of Authorized Representative

Printed Name of Authorized Representative

Title

STATE OF)
COUNTY OF) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, does hereby certify that _____, who is personally known to me to be the same person whose name is subscribed to the foregoing Agreement or who produced _____ as identification, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

Notary Public
Commission Expires: _____

PERSONAL GUARANTY

In consideration of and to induce Pharmsource to sell merchandise and extend credit to Applicant, the undersigned, a natural person in his individual capacity ("Guarantor"), hereby irrevocably, unconditionally and absolutely guarantees the performance of all of Applicant's obligations under the Agreement to the same extent as Applicant, including but not limited to the payment of all indebtedness and liability incurred by Applicant to Pharmsource. In the event of default by Applicant in payment of any amount due under the Agreement, Guarantor promises to immediately pay the full amount of such indebtedness. Pharmsource and/or any holder hereof is authorized to proceed against Guarantor, without first having to proceed against Applicant, for the full amount due. Guarantor waives presentment, demand, protest, notice of protest, notice of dishonor, and any and all other notices or demands of whatever character to which Guarantor might otherwise be entitled, and there are no conditions precedent to the enforcement of this Personal Guaranty. Termination of this Personal Guaranty must be in writing, signed by Pharmsource and Guarantor, and in such event, shall only apply to future obligations.

Signature of Guarantor

Printed Name of Guarantor

Signature of Witness

Printed Name of Witness