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211 LONNIE CRAWFORD BOULEVARD · SCOTTSBORO, ALABAMA 35769 · (Ph)800-243-8521 · (Fax)800-522-3335 · WWW.APIRX.COM

APPLICATION FOR ACCOUNT

INSTRUCTIONS TO APPLICANT: Please print or type. Fill in all spaces and complete by signing where indicated. If applicant is a corporation, limited liability company or limited partnership, the signature must be that of an authorized officer, member, manager or general partner. If applicant is a general partnership, the application must be signed by all partners. For the activation of your account and to ensure proper rebates, ALL information requested below must be completed and **copies of all licenses received**.

THIS FORM IS AN APPLICATION ONLY, NOT VALID UNTIL ASSOCIATED PHARMACIES, INC., ACCEPTS AND COUNTERSIGNS THE APPLICATION AND PERSONAL GUARANTY.

DATE ___ / ___ / _____ Salesperson _____

1. BUSINESS DATA

Applicant's/company's name _____ Fed tax ID# _____

D/B/A _____

Form of organization ___ Corporation ___ LLC ___ Partnership ___ Proprietorship

Physical address _____ Mailing address _____

Billing address, if different _____

City _____ State _____ Zip _____

Phone(____) ____-____ FAX(____) ____-____ Email address _____

*DEA # _____ NPI # _____ *State pharmacy license # _____

Dun & Bradstreet number _____ *Sales tax number _____

*** Copies of DEA license, state license and sales tax certificate must be received before your account can be activated.**

Owner(s) Information:

Name _____ Home address _____

City _____ State _____ Zip _____ What year did this person become an owner? _____

Name _____ Home address _____

City _____ State _____ Zip _____ What year did this person become an owner? _____

Name _____ Home address _____

City _____ State _____ Zip _____ What year did this person become an owner? _____

Date business established _____

Are you a member of another buying cooperative? ___ yes ___ no Which? _____

Average monthly purchases for resale from all vendors \$ _____

If API certificate holder, list certificate number _____

2. BANK REFERENCE

Name _____ Address _____
City _____ State _____ Zip _____ Phone _____
Account number _____ Account officer _____

3. TRADE CREDIT REFERENCES

Name _____ Address _____
City _____ State _____ Zip _____ Phone _____
Account number _____ Account officer _____

Name _____ Address _____
City _____ State _____ Zip _____ Phone _____
Account number _____ Account officer _____

Primary wholesaler _____ Account number _____

Previous wholesaler (if with current less than 1 yr.) _____ Account number _____

Does a bank, insurance company, or other creditor hold a security interest in your accounts receivable and/or inventory for loans advanced? Yes No

If yes, please state names of security interest holder(s) _____

4. FINANCIAL STATEMENTS / TAX RETURNS – Please attach copies of your Company’s two most recent fiscal year-end financial statements or tax returns.

5. DOCUMENT DELIVERY – How you would like to receive accounting documents from API

Invoices (in addition to the copy in shipment box) – check one:

Email – List email address, if different from page 1 _____

Fax – List fax number, if different from page 1 () _____ - _____

Don’t send another copy

Statements (sent twice per month) and credits issued – check one:

Email – List email address, if different _____

Fax – List fax number, if different () _____ - _____

Regular mail – API will add a service charge of \$2.00 per mailing

6. PAYMENT METHODS (Choose ACH/EFT or FAX Check or Check by Mail):

ACH / EFT (Electronic Funds Transfer) Choose one –

Discount Terms

_____ Payment is due on Thursday of the calendar week following invoice date. Timely payment earns a .25% (1/4 of 1 percent) order discount

_____ Payment is due 10 days from invoice. Timely payment earns a .25% (1/4 of 1 percent) order discount.

Standard Terms

_____ Payment for products invoiced from the 1st through the 15th of the month is due on the 25th of that month.

_____ Payment for products invoiced from the 16th to the end of the month is due on the 10th of the following month.

ACH/EFT Credit/Debit Authorization

I hereby authorize Associated Pharmacies Inc. (THE COMPANY) to initiate debit entries to my checking account at the financial institution listed below (THE FINANCIAL INSTITUTION), and if necessary, initiate adjustments for any transactions credited in error. This authority will remain in effect until THE COMPANY is notified by me in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Signature (Must be listed on bank account signature card) (Complete bank account information below)

_____ FAX Check – Payment for products invoiced from the 1st through the 15th of the month is due on the 25th of that month. Payment for products invoiced from the 16th through the end of the month is due on the 10th of the following month.

FAX Check Authorization

I hereby authorize Associated Pharmacies, Inc. (THE COMPANY) to initiate fax checks at the financial institution (THE FINANCIAL INSTITUTION) listed below, and if necessary, initiate adjustments for any transactions credited in error. This authority will remain in effect until THE COMPANY is notified by me in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Signature (Must be listed on bank account signature card) (Complete bank account information below)

Bank Account Information for ACH/EFT or FAX check payment methods – Please attach a voided check

Name of Bank _____

Address of Bank _____

Bank Routing Number _____ Account Number _____

_____ Check by Mail – Payment for products invoiced from the 1st - 15th of the month is due on the 25th of that month. Payment for products invoiced from the 16th to the end of the month is due on the 10th of the following month.

7. APPLICATION PROVISIONS

As an inducement for Associated Pharmacies, Inc. ("API"), to accept orders from or otherwise extend credit or make available credit to the Applicant, the undersigned Applicant and Guarantor(s) hereby agree to the following, should API accept this application and elect to extend such credit:

1. Applicant and Guarantor(s) certify that the information provided by the Applicant and Guarantor(s) has been provided truthfully accurately and voluntarily.
2. Applicant and Guarantor(s) authorize API to investigate their creditworthiness, credit history and financial responsibility through any credit bureau and by any other reasonable means, including direct contact with past and present creditors. Applicant and Guarantor(s) also authorize banks and other financial institutions to give information to API about their checking and/or savings account(s) and loans. This authorization is valid for so long as Applicant continues to purchase products and/or services from API. A copy of this authorization may be accepted as the original.
3. If credit is extended as a result of this application, Applicant and Guarantor(s) agree to make payment promptly to API in accordance with its policies and practices and in accordance with any terms and conditions indicated on its invoices. In the event of non-payment, Applicant and Guarantor(s) hereby agree to pay, in addition to the invoiced amounts, any late charges, reasonable attorney fees, court costs and other related expenses arising therefrom.
4. Associated Pharmacies, Inc., reserves the right at all times to limit or terminate the extension of credit and to modify its terms of sale.
5. Associated Pharmacies, Inc., has permission to send announcements of product offerings, events, or any other information it deems appropriate to the email address, telephone number, or fax number listed on page one of this application.

All transactions between API and Applicant shall be governed by and construed in accordance with the laws of the State of Alabama.

EXECUTED this _____ day of _____, 2_____.

Authorized signature _____

Printed name _____ Title _____

8. PERSONAL GUARANTY

The undersigned Guarantor(s) hereby request API to accept this application and to sell goods and/or services to the Applicant on credit. To induce API to take these actions, the Guarantor(s) agree to the terms above and jointly and severally, absolutely, unconditionally, and irrevocably guarantee to API and its successors and assigns the prompt and full payment (and not merely the ultimate collectability) and performance of all obligations of Applicant to API, whether now existing or hereafter arising. This is a continuing guaranty of all obligations, including those arising under successive transactions which shall either continue the obligations or from time to time renew them after they have been satisfied. This guaranty shall remain in effect until API actually receives and acknowledges written notice of its revocation as to future transactions, and even then, this guaranty shall be and remain effective as to obligations of the Applicant then outstanding. The Guarantor(s) hereby waive notice of acceptance hereof and the presentment, demand, protest, and notice of nonpayment or nonperformance or protest as to any note or obligation signed, accepted or delivered to API by the Applicant. The guaranty shall be binding on the Guarantor(s), their heirs, personal representatives, successors and assigns. The Guarantor(s) agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by API in the enforcement of this guaranty. This guaranty shall be governed by and construed in accordance with the laws of the State of Alabama.

EXECUTED this _____ day of _____, 2_____.

Guarantor signature (must be owner)

Printed name

Guarantor signature (must be owner)

Printed name

Guarantor signature (must be owner)

Printed name

ASSOCIATED PHARMACIES, INC.

ACCEPTED BY _____ **Acceptance date** _____

9. COMPLIANCE AGREEMENT

Customer agrees that it will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration (DEA), the states into which it dispenses controlled substances and the states in which it is licensed. Further, 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.

In addition, Customer agrees that it understands that Associated Pharmacies, Inc. (API) is required by DEA regulations to report to the local DEA Diversion field office any instances of suspicious orders of controlled substances. To that 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 prescriber 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.

Customer agrees that if any potential red flags are identified, it is advisable to contact the prescriber 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 pharmacist should contact the State Board of Pharmacy or local DEA Diversion Field Office.

Customer acknowledges that API 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.

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

Agreed to by a duly authorized officer, partner, or principal of Customer.

Signature: _____

Full Name (print): _____

Title: _____

Date: _____