



CREDIT APPLICATION AND AGREEMENT

Applicant hereby applies for credit with Integral Rx, a department of J M Smith Corporation ("Wholesaler"). Applicant separately agrees to the terms of this agreement. Please fax the completed Credit Application to 864-586-7375 or email it to rxsales@integral-rx.com.

I was referred by: _____ and am interested in purchasing ___ generics and/or ___ supplies. (Check one or both.)

OWNER/REPRESENTATIVE OF APPLICANT:		DATE:	
LEGAL NAME OF STORE (APPLICANT):		TRADE NAME OF STORE (IF DIFFERENT FROM LEGAL NAME - D/B/A):	
Federal Tax ID#:	RESALE/TAX EXEMPT#:	NCPDP#/NABP#:	REQUESTED CREDIT LIMIT:
STORE STREET ADDRESS: (STREET, CITY, STATE, ZIP CODE, COUNTY)		BILLING ADDRESS (IF DIFFERENT FROM STREET ADDRESS):	NPI#:
EMAIL:	TELEPHONE/CELL PHONE:	FAX:	
DO YOU OWN OR RENT YOUR STORE REAL ESTATE? <input type="checkbox"/> OWN <input type="checkbox"/> RENT			
TYPE OF BUSINESS:		STATE OF ORGANIZATION:	YEARS IN BUSINESS:
STATE BOARD OF PHARMACY LICENSE NO.: (ATTACH COPY.)		LICENSE EXPIRATION DATE:	
GLN:	DEA #:	DEA EXPIRATION DATE:	PHARMACY PERMIT #:
OWNER:		CO-OWNER:	
NAME: (FIRST, MIDDLE, LAST)		NAME: (FIRST, MIDDLE, LAST)	
HOME ADDRESS: (STREET ADDRESS, CITY, STATE, ZIP) <input type="checkbox"/> OWN <input type="checkbox"/> RENT		HOME ADDRESS: (STREET ADDRESS, CITY, STATE, ZIP) <input type="checkbox"/> OWN <input type="checkbox"/> RENT	
IS THE OWNER A REGISTERED PHARMACIST? <input type="checkbox"/> YES <input type="checkbox"/> NO		IS THE CO-OWNER A REGISTERED PHARMACIST? <input type="checkbox"/> YES <input type="checkbox"/> NO	
HAS APPLICANT FILED FOR BANKRUPTCY EITHER PERSONALLY OR ON BEHALF OF ANY BUSINESS IN THE LAST TEN YEARS (10) YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SO, CASE NO: _____ FILING DATE: _____ COURT: _____			
HAS THERE BEEN OR ARE THERE ONGOING INVESTIGATIONS CONCERNING APPLICANT AND/OR ANY PRINCIPAL/PARTNER BY MEDICARE, MEDICAID, THIRD PARTIES OR ANY GOVERNMENT BODY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Bank Information			
NAME AND ADDRESS OF BANK:		CONTACT NAME & TELEPHONE No.:	
ACCOUNT NUMBER:		ACCOUNT TYPE:	
Trade References			
LIST THREE (3) MAJOR TRADE SUPPLIERS/CREDIT REFERENCES. YOUR CURRENT PRIMARY SUPPLIER MUST BE INCLUDED.			
NAME	ACCOUNT #	CONTACT NAME AND EMAIL ADDRESS	TELEPHONE AND FAX NUMBER

The individual executing this agreement warrants that he/she is an owner, officer, director and/or manager of Applicant and has been duly authorized to complete this application and bind Applicant to the terms and conditions herein. Applicant(s) acknowledges having read and reviewed the terms and conditions which follow, and further warrant, promise and agree to pay and perform all of the obligations herein according to its stated terms.

AUTHORIZED REPRESENTATIVE:
By: _____
Printed Name: _____
Title: _____

AUTHORIZED REPRESENTATIVE #2: (if applicable)
By: _____
Printed Name: _____
Title: _____



TERMS AND CONDITIONS

1. The undersigned agrees that the following terms and conditions are applicable to all purchases made by Applicant and shall constitute an agreement between Applicant and Wholesaler, and that entering into this agreement does not violate any other agreement of Applicant. In the event Applicant submits more than one Credit Application to Wholesaler, the terms of each will be binding upon Applicant.
2. Payments shall be made by Applicant to Wholesaler on a regular basis in accordance with the payment schedule set by Wholesaler, in its sole discretion.
3. Applicant agrees to pay all invoices when due in accordance with the terms on the invoice and statement. Applicant further agrees to pay the lesser of (i) 1.5% per month (18% per annum); or (ii) the highest interest rate allowed by law, as a finance charge/interest on past due invoices.
4. Applicant agrees to promptly pay, when invoiced, all denied chargebacks for disallowed/ineligible contract pricing, and to look solely to the relevant manufacturer(s) and/or buying group(s) for redress (i.e. in the event a manufacturer disputes contract pricing, Applicant will be credited with the amount paid and will be re-billed at the non-contract price in effect at the time the product was shipped to Applicant). Said procedure shall apply regardless of the date that Applicant is notified by Wholesaler of said denial and regardless of whether Wholesaler publishes a lower price than is ultimately invoiced.
5. Wholesaler 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 Wholesaler for said conduct.
6. Applicant understands, accepts and agrees that in the event the Applicant issues or provides a check that is returned due to a stopped payment or non-sufficient funds, that Applicant will be charged up to Fifty Dollars (\$50.00) per rejection, or the highest amount allowed by state law.
7. Wholesaler may accept payment for less than the full amount of indebtedness owed (including invoices, finance charges, interest and other charges), but such acceptance shall not constitute a waiver of Wholesaler's right to collect the balance (notwithstanding any endorsement on any check or other instrument) and shall not be deemed an accord and satisfaction. Any waiver by Wholesaler of any breach or default by Applicant shall not constitute a waiver of any subsequent or other breach or default.
8. Applicant agrees to notify Wholesaler in advance of any change in ownership, transfer of company assets or other change in control of Applicant ("Ownership Transfer"). Applicant further warrants that it shall not transfer/assign any open balance without the prior written consent of Wholesaler. Applicant agrees to pay Wholesaler all open invoices (whether or not due) within five (5) business days of the Ownership Transfer.
9. Applicant agrees to immediately notify Wholesaler in writing of any of the following events and/or circumstances affecting Applicant or its owners/operators: bankruptcy (business or personal), disciplinary hearing, suspension, licensing, legal proceedings, judgments, liens or any material change in financial condition.
10. Applicant agrees to abide by Wholesaler's Return Goods Policy (as may be amended from time to time) and accept credits according to said policy.
11. Wholesaler agrees to process drug credit vouchers from return companies or manufacturers for non-Integral Rx products ("Vouchers") submitted by Applicant to Wholesaler for a fee of 25% of the total credit value of the Vouchers ("Processing Fee"). Any credits processed, less the Processing Fee, shall appear as a credit on the next statement. This Processing Fee does not apply to any recalled Integral Rx products.
12. In the event of default by Applicant, Applicant agrees to reimburse all of Wholesaler's reasonable costs of collection, including but not limited to, attorneys' fees, regardless of whether or not an action is commenced.
13. Applicant agrees to defend indemnify and hold Wholesaler and its directors, officers, shareholders, employees and agents harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses (including without limitation reasonable attorneys' fees) arising directly or indirectly out of: (a) the fraud, intentional misconduct, omission or negligence of,



or breach of this Credit Application and Agreement and/or any other agreement by Applicant; and (b) the marketing, storage, distribution, sale or use of products sold to Applicant by Wholesaler, including claims for personal injury, death and/or property damage.

14. Applicant authorizes Wholesaler to check personal and business credit reports, and contact credit and bank references provided, and further agrees to release all persons, companies, or corporations using or supplying such information, including Wholesaler, from any claims and/or losses that may result therefrom.
15. Applicant warrants that all information set forth in this application is true and correct for the purpose of obtaining credit, goods, and services from Wholesaler. Any willful misrepresentation shall constitute a default by the Applicant of its agreement with Wholesaler, and shall disqualify Applicant as a customer.
16. Applicant agrees that Wholesaler may communicate with Applicant via writing, telephone, facsimile or email. Further, this agreement may not be modified unless such modification is made in writing, signed by both parties.
17. This agreement may be executed in two or more counterparts and by facsimile or any electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
18. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
19. This agreement shall be construed and interpreted in accordance with the internal laws of the State of South Carolina. The parties consent to the jurisdiction and forum of the courts of the State of South Carolina and agree to designate the venue to be in State or Federal Court in the State of South Carolina.