



PRESCRIPTION SUPPLY, INC.



Pharmaceutical Wholesale Distributor
2233 Tracy Road * Northwood, Ohio 43619
Phone: 419-661-6600 1-800-777-0761 Fax: 419-661-6617

NEW ACCOUNT FORM

Applicant's Legal Name _____ **DBA:** _____

Street Address _____ UPS Address _____

City _____ State _____ Zip _____ Phone _____ Fax# _____

Email address for statements: _____ Email address: _____

Billing Address-If different: Street _____ City _____ State _____ Zip _____

CHECK ONE: Partnership Corporation Sole Proprietor LLC **State of Incorporation:** _____

Years (Months) Under Present Management at this Location _____ **HIN#** _____

DEA Number _____ **Expiration Date** _____ **DUNS#** _____

Federal ID Number _____ **State Pharmacy License Number** _____

Affiliated Stores

Attach: Federal DEA License State Phcy License Latest State Phcy Inspection Resale Certificate

A/P Contact _____ **A/P Phone if different from above:** _____

Purchasing Agent: _____ **Est Monthly Purchases:** _____ **%Brand** _____ **%Generic** _____

Principal/Partner: Name, Home Address, Telephone, Social Security Number *******(Information Required)*******

TRADE REFERENCE (Attach copy of supplier's most recent statement as reference)

PRIMARY SUPPLIER _____ **Acct#** _____ **Phone** _____ **Contact** _____

SECONDARY _____ **Acct#** _____ **Phone** _____ **Contact** _____

Applicant understands and agrees to the following terms and conditions of sale between applicant and Prescription Supply, Inc. (PSI):

- The following payment terms, as well as those stated on invoices, apply to all purchases of goods and services: A) A processing fee of \$50 will be invoiced for each dishonored payment. B. PSI may, in addition to PSI's right to exercise other remedies, assess 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. C. Applicant acknowledges that PSI had the absolute right to change credit terms, or suspend delivery of products to Applicant without any liability being uncured by PSI.
- Applicant/Guarantor authorizes PSI or its designee to obtain, verify or otherwise investigate any reference, statement, credit report or other information obtained with respect to Applicant as PSI deems appropriate. Applicant will comply with all applicable laws and all PSI policies, as amended. The 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 PSI immediately upon the commencement of any such proceedings. Applicant is responsible for any applicable sales tax and other charges imposed by federal, state, local or foreign governments on manufacture, sales, shipment, import, export or use of products or services.
- Upon a breach of Applicant's obligations hereunder or if PSI becomes a party to any suit or proceeding, including bankruptcy or insolvency, affecting Applicant, or if PSI engages counsel to collect any of the Obligations or to enforce or preserve any of the rights and remedies of PSI under this Agreement or any other agreement between PSI and Applicant, PSI's costs, expenses and reasonable counsel fees, whether or not suit is instated, will be paid by Applicant to PSI on demand and, until paid, will be additional Obligations under this Agreement.
- PSI shall not be liable to the applicant for any loss of profits, revenue, or business opportunities or indirect, special consequential, exemplary, punitive or consequential damages of any kind whatsoever.
- This Agreement will be governed by the internal laws of the State of Ohio, and any proceedings of any type whatsoever arising out of this Agreement or any of the transactions contemplated hereby shall be initiated solely in the state of Ohio and the parties hereby irrevocably submit to the subject matter and personal jurisdictions of such courts. Notwithstanding the foregoing, the Applicant agrees that PSI may seek injunctive relief in any court of competent jurisdiction.
- The parties hereby waive any rights they may have to a jury trial in connections with litigation commenced by or against PSI regarding their rights and obligations A) under this Agreement or any other agreement between the parties and B) in any manner connected with, related to or incidental to transactions between the parties, whether sounding in contract, tort or otherwise.
- Applicant agrees that all purchases from PSI are for their "own use" as that term is defined in Abbott Labs et al v. Portland Retail Druggists Assoc. et al, decided by the U.S. Supreme Court on March 24, 1976.
- Terms of sale have been fully explained and the undersigned understand that shipments may be held if account is delinquent or exceeds the established line of credit. The undersigned agrees to provide Prescription Supply, Inc. within sixty days written notice of any intention to sell substantially all of its assets or stock or other equity interests, or to merge or consolidate with a third party..

Each person signing below personally guarantees prompt and full performance and payment according to the tenor of this Agreement, jointly and severally.

I/We certify that A) all information provided in this Application and Credit Agreement is true and complete, B) I/we have read and agree to the terms thereof, and C) I/we enter into this Application and Credit Agreement on behalf of the Applicant and, with respect to the Guaranty set forth above, in my individual capacity, as applicable. **SIGNATURES--GUARANTORS / OWNERS / AUTHORIZED OFFICERS:**

Signature _____ **Title** _____ **Date** _____

Signature _____ **Title** _____ **Date** _____

SIGNATURES--AUTHORIZED PURCHASING AND RECEIVING AGENTS OF SCHEDULED DRUGS:

Signature _____ **Date** _____

Signature _____ **Date** _____

PSI makes no warranties, express, implied or statutory, including without limitation: Implied warranties of merchantability, fitness for a particular purpose, of title and against infringement. Applicant agrees that all goods are sold "as is" and "with all faults."

*****FOR OFFICE USE ONLY*****

Customer # _____ Salesman: _____

Terms: _____ COST %: OTC: _____ RX: _____ NARC _____

Stickers: Yes No Cost: Pay Free A.W.P.: Yes No

Cost Code--Circle one: None Number Code Alpha Code _____

1 2 3 4 5 6 7 8 9 0

PSI Preferred: A B C D E # of Invoice Copies: _____ Formulary (autosub): Yes No CSOS YES NO

Order Method: Call List They Call In Internet OptiSource Contracts: Yes No

Minimum Order Amount: _____ Special Contracts: _____

Revised 03/15/16

Approval _____

StoreHours: M T W Th F S Su

SECURITY AGREEMENT

AGREEMENT made between the Undersigned Debtor and PRESCRIPTION SUPPLY, INC., hereinafter referred to as "Secured Party". In consideration of the mutual covenants and promises set forth herein, Debtor and Secured Party agree as follows:

1. Debtor hereby grants to Secured Party a security interest in the Collateral described in Paragraph 2 to secure the performance and payment of all indebtedness of the Debtor to the Secured Party now or hereafter existing. Indebtedness shall be defined as all liabilities and obligations of the Debtor to the Secured party now existing or hereafter incurred, matured or unmatured, direct or contingent in any renewals and extensions thereof and substitutions thereof.
2. The Collateral of the Security Agreement, herein referred to as "-Collateral", consists of the following described property: All currently owned or hereafter acquired property and assets of the debtor of any kind or nature, whether real or personal, tangible or intangible, wherever located, and all proceeds, products, rents and profits thereof, including without limitation all health care insurance receivables, cash, goods, accounts, inventory, cash in advance deposits, general intangibles, investment property, deposit accounts, letter of credit rights, instruments, real estate, fixtures, machinery, equipment, vehicles, trademarks, trade names, licenses, claims and causes of action, rights to payment, including tax refund claims, insurance proceeds and tort claims and the proceeds, products, rents and profits of all of the foregoing.
3. Debtor hereby grants to Secured Party a security interest in and to all proceeds of Collateral as defined by the Uniform Commercial Code.
4. If in the judgment of the Secured Party, the Collateral materially decreases in value or if the Secured Party shall meantime deem itself insecure, the Debtor shall either provide additional Collateral sufficient to satisfy the Secured Party or reduce the total indebtedness by an amount sufficient to satisfy Secured Party.
5. At the request of the Secured Party, Debtor will join in executing all necessary financing statements in a form satisfactory to Secured Party. Debtor will further execute all other instruments deemed necessary by Secured Party. Debtor warrants that no financing statement covering the Collateral described in this Security Agreement, or any part thereof, or any proceeds thereof, is presently pledged or secured to any other person or entity except as:
6. So long as Debtor is not in default in the payment of any amount due to secured party. Debtor shall have the right to sell the inventory in the usual and ordinary course of business.
7. Debtor shall insure the Collateral with companies acceptable to the Secured Party in an amount not less than the outstanding indebtedness at any one time. Such insurance shall be for the benefit of the Debtor and Secured Party as their interest may appear. The Secured Party is hereby authorized to collect any sums that may become due under any of such insurance policies and to apply the sums to the obligations secured hereby.
8. Debtor agrees to keep all Collateral free from any adverse lien, security interest or encumbrance and in good condition, and agrees not to waste or destroy any of the Collateral and further agrees not to remove any of the Collateral from the address shown below.
9. Debtor agrees to permit Secured Party or its agents the right to examine and inspect the Collateral wherever located and to examine, inspect and make abstract from Debtor's books and records with respect to the Collateral. Debtor shall keep accurate and complete records of the Collateral and shall, if requested by Secured Party, submit to the Secured Party periodic statements regarding Debtor's financial status.
10. When performing any act under the Security Agreement, time shall be of the essence.
11. The failure of the Secured Party to exercise any right or remedy, including Secured Party's acceptance of partial or delinquent payments, shall not be a waiver of any obligation of the Debtor or right of the Secured Party or constitute a waiver of any civil or default subsequently occurring.
12. The following events shall constitute a default on the part of the debtor:
 - a. Failure to pay when due any amount payable to Secured Party for merchandise or for any other indebtedness of the debtor secured hereby, in which event the entire balance then due and owing shall immediately become due and payable without further notice to Debtor.
 - b. Failure of the Debtor to observe or perform any of the provisions of this agreement including, but not limited to, the following:
 - i. The making of any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtor proven to have been false in any material respect when made or furnished.
 - ii. Failure of the Debtor after request by the Secured Party to furnish financial information.
 - iii. Any loss, theft, damage, destruction, sale or encumbrance to any of the Collateral not covered by insurance or the making of any levy, seizure or attachment thereon.
 - iv. Death, dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Debtor.
 - v. Any change in the condition or affairs, financial or otherwise, of Debtor, which in the opinion of Secured Party impairs Secured Party's security or increases its risk.
15. In the event of any default by the Debtor or at the election of the Secured Party pursuant to the preceding paragraph and any time thereafter:
 - a. The Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of all the obligations and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as any and all other rights and remedies possessed by Secured party.
 - b. The Secured Party shall have the right to remove Collateral from Debtor's premises. For purposes of removal and possession of Collateral, Secured Party or its representative may enter any premises of Debtor without legal process. Debtor hereby waives and releases Secured Party from any and all claims in connection therewith or arising there from.
 - c. The Secured Party may require Buyers to take any and all action necessary to assemble and make the collateral available to PSI.
 - d. The Secured Party may sell the Collateral or any part hereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Secured Party may deem satisfactory. The Debtor agrees that this is a non-consumer transaction and that ten (10) days prior written notice of the time and place of any sale or other intended disposition of any of the Collateral constitutes reasonable notification within the meaning of Section 9-612 of the UCC except that shorter or no notice shall be reasonable as to any Collateral which is perishable or threatens to decline Speedily in value or is of a type customarily sold on a recognized market.
 - e. Debtor shall pay all costs that may be incurred in the Collection of all or part of the indebtedness owing to insured party. In the event that suit is instituted, the Debtor shall pay all legal fees, including attorneys' fees, and interest in such amount as the court adjudge reasonable.
16. The validity of this Security Agreement and any provision herein shall be determined according to the Uniform Commercial Code and other applicable laws of the state of Ohio as they may apply. Any Action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought solely in the courts of the State of Ohio, Wood County, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Ohio, Western Division; and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

SECURED PARTY
Officer Signature _____
Thomas G. Schoen
President

DEBTOR
Officer Signature _____
Printed Name _____
Title _____
Home Address _____

PRESCRIPTION SUPPLY, INC.
2233 Tracy Road
Northwood, OH 43619
Date _____

Corporation Name _____
Address _____
Date _____

This Guaranty has been executed and delivered by the Undersigned "Guarantor" to Prescription Supply, Inc. in consideration of credit extended and to be extended to the organization listed below ("Customer").

In consideration of the foregoing, the undersigned Guarantor hereby jointly and severally unconditionally guarantees to Prescription Supply, Inc., its successors and assigns, the prompt and full payment to Prescription Supply, Inc. when due, whether by acceleration or otherwise, of all and any indebtedness including inventory or liability which may hereafter be owing or become due from the Customer to Prescription Supply, Inc. by reason of merchandise sold and delivered by Prescription Supply, Inc. to the Customer, its successors and assigns, and upon the failure of the Customer to promptly pay the full amount when due, by acceleration or otherwise. The Guarantors, jointly and severally, promise to pay such indebtedness or liability on demand, together with all lawful interest and service charges thereon, and all attorneys' fees, costs and expenses incurred by Prescription Supply, Inc. in the collection thereof (collectively, the "Obligations").

If the Customer defaults in the payment when due, whether by acceleration or otherwise, of any of the Obligations, Guarantor hereby agrees to pay such sums to Prescription Supply, Inc., its successors and assigns, on demand.

Guarantor assumes all responsibility for being and keeping himself informed of the Customer's financial condition and assets, and all other circumstances bearing upon the risk of non-payment of any Obligations of the Customer to Prescription Supply, Inc., and agrees that Prescription Supply, Inc. shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

Guarantor hereby expressly waives (a) notice of the acceptance of this Guaranty, of extensions of credit by Prescription Supply, Inc. to the Customer and of renewals or extensions of the Obligations; (b) presentment and demand for payment of any of the Obligations of the Customer; and (c) protest and notice of dishonor or default to Guarantor or to any other person with respect to any of the Obligations of the Customer.

This is a guarantee of payment and not of collection and Guarantor further expressly waives any right to require that an action be brought against the Customer or any other person or guarantor or to require that resort be had to any security or to any balance of any deposit account or to any credit on the books of the Prescription Supply, Inc. in favor of the Customer or any other person before an action may be brought against Guarantor. Guarantor shall have no right of subrogation whatsoever with respect to the Obligations or any collateral therefore, and waives any claim, remedy or right of subrogation, reimbursement, exoneration, contribution or indemnification, unless and until Prescription Supply, Inc. shall have received full payment of Customer's Obligations to Prescription Supply, Inc.

Guarantor hereby agrees and consents that from time to time before or after any default by the Customer, and without notice to or assent from Guarantor, any security at any time held by or available to Prescription Supply, Inc. for any Obligations of the Borrower, or any security at any time held by or available to Prescription Supply, Inc. for any obligation of any other person secondarily or otherwise liable for any of the Obligations of the Customer, may be exchanged, surrendered, compromised or released, and any liability of the Customer, or any liability or obligation of any person, may be changed, altered, renewed, extended, continued, surrendered, compromised, waived, or released in whole or in part, or any default with respect thereto waived, and Prescription Supply, Inc. may refrain from setting off and may release in whole or in part, any balance of any deposit account or credit on its books in favor of the Customer or any other person, and may extend further credit in any manner whatsoever to the Customer, and generally deal with any security as Prescription Supply, Inc. may see fit, and Guarantor shall remain bound under this Guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver, inaction or farther credit or other indulgence or dealing.

In the event that any proceeding is filed under any bankruptcy or insolvency law by or against the Customer or by or against Guarantor, or in the event a receiver is appointed for the Customer or the Guarantor or any of its or his property, or if the Customer or the Guarantor shall make an assignment for the benefit of creditors or shall discontinue business, or become insolvent, or if the Guarantor shall die, then all Obligations of the Customer to Prescription Supply, Inc. shall, for the purpose of this Guaranty, automatically become immediately due and payable without notice or demand.

Guarantor further agrees that, to the extent that the Customer or any guarantor makes a payment or payments to Prescription Supply, Inc., or Prescription Supply, Inc. receives any proceeds of collateral, which payment or payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Customer, its estate, trustee, receiver or any other party, including without limitation any guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Obligations or the part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

Guarantor agrees to furnish Prescription Supply, Inc. with a true and complete personal financial statement on an annual basis while this Guaranty is in effect. Guarantor further agrees to deliver to Prescription Supply, Inc. information on his financial condition (i) within 30 days after the occurrence of any event which causes a material adverse change in Guarantor's financial condition, or (ii) upon request of Prescription Supply, Inc. Guarantor understands and agrees that any failure to furnish such financial statements, information or tax returns to Prescription Supply, Inc. when due constitutes a default hereunder and may trigger acceleration of the Obligations. Guarantor hereby authorizes Prescription Supply, Inc. to obtain from time to time credit reports and other information on Guarantor's financial condition from credit reporting agencies and other third party sources.

Guarantor hereby postpones and subordinates in all respects to any and all Obligations all present and future indebtedness and obligations to it by the Customer. Without the express prior written consent of Prescription Supply, Inc., Guarantor will not accept or receive from Customer or any other person, directly or indirectly, any payments, in cash or otherwise, on any such indebtedness or obligations.

Prescription Supply, Inc. may take any action it deems necessary or advisable to enforce this Guaranty and Guarantor will reimburse Prescription Supply, Inc. for all costs, expenses and reasonable attorneys' fees expended or incurred by Prescription Supply, Inc. in doing so. Guarantor acknowledges and agrees that (a) the Obligations constitute a "contract of indebtedness", and (b) the Obligations have been issued for a business purpose, and not for a purpose that is primarily personal, family or household. Guarantor agrees that attorneys' fees charged at the rates customarily charged by attorneys rendering services to Prescription Supply, Inc. shall be deemed reasonable.

No delay or failure on the part of Prescription Supply, Inc. in exercising any rights hereunder shall operate as a waiver of such rights. No modification or waiver of the provisions hereof shall be effective unless in writing, nor shall any waiver be applicable except in the specific instance or matter for which given.

This Guaranty is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Ohio and shall in all respects be governed by and construed, applied and enforced in accordance with the laws of the State of Ohio, without regard to its conflicts of laws. No defense given or allowed by the laws of any other state or country shall be interposed unless such defense is also allowed by the laws of the State of Ohio.

INITIALS_____

Guarantor acknowledges that, as to any and all disputes that may arise between Guarantor and Prescription Supply, Inc., the commercial nature of the transaction out of which this Guaranty arises would make any such dispute unsuitable for trial by jury. Accordingly, Guarantor hereby knowingly, voluntarily and irrevocably waives any right to trial by jury as to any and all disputes that may arise relating to the Obligations, this Guaranty or any of the other instruments or collateral documents executed in connection herewith.

Guarantor has been given the right to have the terms and conditions of this Guaranty reviewed by an attorney for Guarantor. Guarantor acknowledges that he understood the terms and conditions of this Guaranty at the time of signing.

With full knowledge of all constitutional rights under the Constitution of the State of Ohio and the United States of America, Guarantor hereby irrevocably authorizes any attorney at law, including without limitation, any attorney representing Prescription Supply, Inc., to appear on Guarantor's behalf in any court of record in the State of Ohio, or in any other state or territory of the United States, or in any court of the United States, after this Guaranty becomes due and payable; to waive the issuing and service of process and all other constitutional rights to due process of law; to confess judgment against Guarantor in favor of Prescription Supply, Inc. or any holder of any of the Obligations for the amount then appearing due together with the costs of suit; to release all errors; and to waive all rights of appeal and stays of execution. Guarantor hereby consents to the confessing attorney receiving a legal fee from Prescription Supply, Inc. or any other holder of this Guaranty. Guarantor voluntarily and knowingly irrevocably waives (i) any conflict of interest with respect to the attorney confession judgment against Guarantor, and (ii) all rights to notice and hearing prior to judgment being so confession against Guarantor.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the ____ day of _____ 20____.

Guarantor Signature _____

Printed Name _____

Title _____

Home Address _____

Customer Name _____

Address _____

Witness Signature _____

PRESCRIPTION SUPPLY INC.
2233 TRACY RD NORTHWOOD, OH 43619
FAX: 419-661-6617

**AUTHORIZATION AGREEMENT FOR PREARRANGED
PAYMENTS (DEBITS)**

Company: Prescription Supply Inc.

Company Federal Id#: 34-4454964

We hereby authorize Prescription Supply, Inc. to initiate debit entries to the checking account indicated below and the bank named below, to debit the same to such account.

Customer Name: _____ Fed ID#: _____

Bank Name: _____ City: _____ State: _____

Bank Transit/ABA#: _____ Bank Account#: _____

This authorization is to remain in full force and effect until Company and Bank have received written notification from either of us of its termination in such time and in such manner as to afford Company and Bank a reasonable opportunity to act on it. A customer has the right to stop payment of a debit entry by notification to Bank prior to charging account.

Date Signed: _____

Authorized Signatory

Social Security# _____

**AUTHORIZATION AGREEMENT FOR ELECTRONIC CHECK
PAYMENTS (DEBITS)**

We hereby authorize Prescription Supply, Inc. to initiate Electronic Check to the account indicated above and the bank named above, to debit the same to such account.

Date Signed: _____

Authorized Signatory

Social Security# _____