



140 Raven Drive,
Sedona, AZ 86336
Support@rxsmartbuy.com

CUSTOMER APPLICATION

RxSmartBuy and its affiliated companies

(Please print in block letters) Sales Rep: _____ Sales # _____ Call Center: YES or NO

CUSTOMER INFORMATION

Type of Business:

☐ Acute ☐ Primary Care ☐ Home Health ☐ Extended ☐ Long Term Pharmacy ☐ Closed Door ☐ Mail Order ☐ Supplier ☐ Retail ☐ LTC ☐ Specialty Center ☐ Other - _____

Company Name: _____ Website URL: _____ Federal Tax ID / EIN: _____

Address (Main): _____ City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____ Phone: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Accounts Payable Contact: _____ Phone: _____ Fax: _____ Email: _____

SHIPPING INFORMATION - (If more than one Ship-to, please attach multiple Ship-to's information)

DBA or Business Trade Name: _____ Desired Credit Limit: \$ _____ # of Employees: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Shipping Contact Name: _____ Phone: _____ Fax: _____ Email: _____

BUSINESS INFORMATION

Year Established: _____ Years of Current Ownership: _____ State of Origin: _____

Ownership Type:

☐ Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Co. ☐ Private Corp. ☐ Public Corp. ☐ Professional Corp. ☐ Non-Profit Corp. ☐ Government

Principal Owner(s) or Stockholder(s): _____ % Ownership(s): _____ Last 4 Digits of SSN(s): _____

Name of Controlling Entity (if any): _____ Applicant's Relationship to Controlling Entity: _____ Phone: _____

REFERENCES

Primary Financial Institution: _____ Account #: _____ Contact Name: _____ Phone: _____

Primary Supply Provider: _____ Account #: _____ Contact Name: _____ Phone: _____

Primary Financial Institution: _____ Account #: _____ Contact Name: _____ Phone: _____

ADDITIONAL REQUIRED INFORMATION - (If applicable, attach the following documents to the application):

- ☐ Copy of Resale/Tax Exemption Certificate
☐ Copy of DEA Registration, State Pharmacy, or Medical License
☐ Copies of three most recent and consecutive primary supplier statements
☐ Annual Financial Statements for the past two years (including balance sheet, income statement, and cash flow statements)

Customer hereby grants permission to RxSmartBuy, its subsidiaries, affiliates, and agents to send advertising and promotional materials to the email(s) and fax number(s) listed above. This operates as consent under the 47 U.S.C § 227 of the telephone Consumer Protection Act. Customer agrees to receive telemarketing calls or marketing email from or on behalf of RxSmartBuy or its agents or affiliates at the phone number and email address provided above. Customer understands that consent is not a condition of purchase.

FOLLOWING APPLIES TO ALL RXSMARTBUY ACCOUNTS AND AFFILIATED COMPANIES

Customer agrees to abide by (I) standard terms of sale provided or made available by RxSmartBuy and/or shown on RxSmartBuys' invoices or statements and (II) any written agreement or terms of sale with RxSmartBuys' governing Customer's account. Customer agrees to pay for all purchases, fees and other charges incurred by Customer or an authorized user on any account or Customer, including service charges of any prompt cash payment discount specified on the related invoice or statement and Customer shall pay the gross amount plus any applicable service charges. Without limiting RxSmartBuys' other legal rights, (including imposing cash payment upon delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders to Customer if RxSmartBuy concludes that (I) there has been a material adverse change in the Customer's financial condition or payment performance or (II) Customer has ceased or likely to cease to meet RxSmartBuys' credit requirements.

Customer represents that it is entitled to discounted prices for manufacturers as it has notified RxSmartBuy ("Contracted Prices"). In consideration of RxSmartBuy allowing the Customer to purchase products at Contract Prices, Customer represents that RxSmartBuy will be paid by the appropriate manufacturer the difference between RxSmartBuys' acquisition price and the Contract Price ("Chargeback") and Customer will be liable to RxSmartBuy for any unpaid Chargeback if any manufacturer (I) denies a Chargeback for any reason, (II) makes and assignment for the benefit of the creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, or if a receiver or trustee is appointed with respect to a substantial part of its property or a proceeding is begun which will substantially impair its ability to pay Chargebacks or (III) fails to pay RxSmartBuy Chargebacks for any reason other than RxSmartBuys' gross negligence.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating due to race, color, religion, national origin, sex, marital status, age; or because all or part of the Customer's income is from and public assistance program; or the Customer, in good faith, exercises any right under the Consumer Credit Protection Act. The Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580 administers compliance with this law. Customer represents and warrants that Customer has read and understands this form and has reviewed the information provided in its entirety, including responses completed for Customer by a RxSmartBuy representative, and that all information is complete and correct. Customer agrees that RxSmartBuy will be relying on such information and will notify RxSmartBuy of any material changes to such information.

Customer agrees to provide RxSmartBuy with financial statements upon request. Customer authorizes RxSmartBuy its employees, representatives, and agents to (I) investigate information provided and Customer's credit, financial and banking records, (II) obtain Customer's credit bureau report and (III) share with its affiliates experiential and transactional information regarding Customer and Customer's account. RxSmartBuy is authorized to retain information obtained as part of the application process whether or not the requested account and/or credit granted. Customer agrees to pay all reasonable attorney fees and expenses or cost incurred by RxSmartBuy in enforcing its rights to collect amount due from Customer. This form and any account opened in favor of Customer are subject to credit approval by RxSmartBuy.

By signing, you authorize RxSmartBuy to order a consumer report related to the business principal(s) to determine credit eligibility.

Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____

(By signing, you represent that you have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof.)



(Please print in block letters)

TERMS AND CONDITIONS

Company Name: _____ Customer DBA Name: _____

Address: _____ City: _____ State: _____ Zip: _____

SET UP & AUTHORIZATION FOR AUTOMATED CLEARING HOUSE ("ACH") CREDITS & DEBITS (ELECTRONIC PAYMENT)

Bank Name: _____ Bank Transit ABA#: _____

Bank Account #: _____ Bank Phone #: _____

Bank Address: _____ City: _____ State: _____ Zip: _____

Statement Delivery Preference (check one): ☐ Email ☐ Fax

Authorized Contact Name: _____ Phone: _____ Fax: _____

Email: _____ Alternate Contact Name/Phone: _____

IMPORTANT: Please attach a copy of a voided check

Customer authorizes RxSmartBuy, an **Arizona Company**, for itself and as collection agent for any of its affiliates, to initiate ACH credit and debit entries to/from Customer's business account indicated above for amounts owed on invoices or statements that are provided to Customer and Customer hereby authorizes the financial institution named above (the "Institution"), to accept the ACH credit and debit entries. Authority to initiate ACH credit and debit entries shall remain in full force and effect until RxSmartBuy's Credit Department has received written notice from Customer 30 days in advance of its termination of such authorization. Customer understand that Customer has the legal right to stop payment of an ACH credit or disruptions in payments from Customer. Customer agrees to follow NACHA rules applicable to ACH transactions.

Customer agrees to pay for all purchases, services, fees and other charges incurred by the Customer, any employee or other agent (whether acting under authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed or services provided to a third-party agent on behalf of the Customer). The Customer agrees to pay all reasonable attorney fees and expenses, or costs incurred by RxSmartBuy in enforcing its rights to collect amounts due from the Customer. Without limiting RxSmartBuy's other legal rights, RxSmartBuy may exercise a right of set-off against the amount due by the Customer from RxSmartBuy.

RxSmartBuy reserves the right, in its sole discretion, to change a payment term (including demanding cash payment on delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders or the providing of any service, software, support or implementations to the Customer if RxSmartBuy concludes that (I) there has been a material change in the Customer financial condition or payment performance (II) Customer has ceased or is likely to cease to meet RxSmartBuy's credit requirements.

Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____

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SECURITY INTEREST

In order to secure timely and full payment and performance of all present and future obligations of Customer to RxSmartBuy and any of its affiliates (all collectively referred to as the "Obligations"), including, without limitation, all promissory notes, direct loans or sales on credit, Customer hereby grants to RxSmartBuy for itself and as collateral agent, for the benefit of RxSmartBuy, a security interest in all of Customer's right, title and interest in and to its personal property, whether now owned or hereafter acquired, including, without limitation, all Accounts, cash, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Health Care Insurance Receivables, Instruments, Inventory, Investment Property, Letter-of-Credit Rights and promissory notes, together with all attachments, replacements, substitutions, additions and ascensions, and all Proceeds and products thereof and all books and records relating to any of the foregoing (collectively, the "Collateral") Capitalized terms used herein that constitute Collateral shall have the meanings given to such terms under the Arizona Uniform Commercial Code. All items of Collateral shall remain personal property and not become part of any real estate regardless of the manner of affixation. The security interest granted hereby shall be deemed to constitute a purchase money security interest in any and all Collateral (including, without limitation, all Goods, Inventory and Equipment) purchased by Customer either directly from RxSmartBuy (thereby securing payment of the purchase price) or from a third party using proceeds of loans or advances made by RxSmartBuy (thereby securing repayment of such loans or advances). Customer authorizes RxSmartBuy to send notices to any other persons claiming a security interest in any of the Collateral. **By your signature below, the Customer acknowledges that RxSmartBuy shall file a UCC-1 financing statement with the applicable state agency in order to perfect the security interest granted hereby.**

Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____

GUARANTY

The undersigned (individually or collectively, the "Guarantor") hereby jointly and severally guarantees to RxSmartBuy and its affiliates that Customer will fully and promptly perform and pay all its present and future obligations to RxSmartBuy, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured, and whether originally contracted with RxSmartBuy or otherwise acquired by RxSmartBuy. This guaranty applies to all of the Customer's obligations to RxSmartBuy, even if such obligations are invalid if unenforceable against the Customer for any reason and even if any security for such obligations is insufficient, invalid, unenforceable or not perfected. This guaranty is and absolute and unconditional guaranty or payment. It is a continuing guaranty and covers any future extensions of credit by RxSmartBuy to the Customer. This guaranty is a guaranty of payment when due and not merely of collect-ability after judgment or other action against the Customer.

RxSmartBuy may at any time, without Guarantor's consent, without notice to Guarantor and with affecting or impairing Guarantor's obligations under this guaranty, do any of the following: (I) renew, modify (including any increase or decrease in the rate of interest), or extend and obligations of the Customer, of co-guarantors (whether hereunder or under a separate agreement) or of any other party at any time directly or contingently liable for the payment of any of the Customer's obligations; (II) enter into additional extensions of credit to the Customer; (III) accept partial payment of Customer's obligations; (IV) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate and of the Customer's obligations and the security therefore in any manner; (V) consent to the transfer of security; or (VI) bid and purchase at any sale of security. Guarantor agrees, without RxSmartBuy first having to proceed against the customer or any security held by RxSmartBuy, to pay on demand (I) all sums due and to become due to RxSmartBuy from the Customer and (II) all losses, costs, attorney's fees or expenses which may be suffered by RxSmartBuy by reason of Customer's default on its obligations or Guarantor's default under the guaranty. Guarantor agrees to pay on demand any deficiency resulting from a sale of the security held by RxSmartBuy even if the sale is made without the notice to the Guarantor. Guarantor's obligations under the guaranty are independent of and separate from the obligations of the Customer. Upon the occurrence and during the continuance of any default by the Customer, RxSmartBuy can sue any Guarantor separately from the Customer, whether or not RxSmartBuy sues the Customer in such lawsuit and whether or not RxSmartBuy sues the Customer in a separate lawsuit. If RxSmartBuy elects to proceed with any course of action under this guaranty or against the Customer, that election shall not preclude RxSmartBuy from taking any other course of action. The guaranty shall be affected by any termination or change in the relationship between the Guarantor and the Customer. The Guarantor assumes all responsibility for keeping informed of (I) the Customer's financial condition and assets, (II) all other circumstances bearing upon the risk of nonpayment of the Customer's obligations to RxSmartBuy and (III) the nature, scope and extent of the risks which the Guarantor assumes and incurs under the Guaranty. The agrees that RxSmartBuy shall have no duty to advise the Guarantor of information known to RxSmartBuy regarding such circumstances or risks. The Guarantor waives (I) notice of RxSmartBuy's acceptance of the guaranty, (II) presentment, demand, protest and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed or assigned to RxSmartBuy by the Customer, (III) any other demands and notices required by law and (IV) all set-offs and counterclaims.

Name (Guarantor 1): _____ Address: _____ City: _____ State: _____ Zip: _____

Guarantor 1 Signature: _____ Date: _____ Last 4 Digits of SSN: _____

(This section must be signed by an owner/principal)

Name (Guarantor 2): _____ Address: _____ City: _____ State: _____ Zip: _____

Guarantor 1 Signature: _____ Date: _____ Last 4 Digits of SSN: _____

(This section must be signed by an owner/principal)



(Please print in block letters)

RxSmartBuy and its affiliated companies

CREDIT CARD PAYMENT AUTHORIZATION - RECURRING

Company Name (Customer): _____ Customer DBA Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Name: _____ Contact Phone #: _____ RxSmartBuy Acct. #: _____

CUSTOMER AUTHORIZATION FOR CREDIT PAYMENT - RECURRING

Payment Card Information (check one): ☐ AMEX ☐ MASTERCARD ☐ VISA

Name on Credit Card: _____ Credit Card #: _____ Exp Date: _____

Bank Account #: _____ Bank Phone #: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Customer authorizes RxSmartBuy, an Arizona Company, and its affiliates, to charge the Customers' credit card specified above for the amounts owed on invoices that are provided to the Customer by RxSmartBuy as they become due. The Customer understands that this approval to charge the Customer's credit card shall remain in full effect until RxSmartBuys' Credit Department has received written notice from the Customer of its termination in a timely manner as to afford RxSmartBuy a reasonable opportunity to act upon said notice.

Customer agrees to pay for all purchases, services, fees and other charges incurred by the Customer, any employee or other agent (whether acting under authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed or services provided to a third-party agent on behalf of the Customer). The Customer agrees to pay all reasonable attorney fees and expenses, or costs incurred by RxSmartBuy in enforcing its rights to collect amounts due from the Customer. Without limiting RxSmartBuys' other legal rights, RxSmartBuy may exercise a right of set-off against the amount due by the Customer from RxSmartBuy. RxSmartBuy reserves the right, in its sole discretion, to change a payment term (including demanding cash payment on delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders or the providing of any service, software, support or implementations to the Customer if RxSmartBuy concludes that (I) there has been a material change in the Customer's financial condition or payment performance (II) Customer has ceased or is likely to cease to meet RxSmartBuys' credit requirements.

Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____

(By signing, you represent that you have sufficient authority to execute this application on behalf of the applicant and bind the applicant to the terms hereof.).

IMPORTANT: A separate form must be filled out for each credit card.

Email completed form to Support@RxSmartBuy.com or fax to **740.645.8695**
if you have any questions/concerns call **740-645-8695**. For more info visit us at RxSmartBuy.com



(Please print in block letters)

RxSmartBuy and its affiliated companies

CREDIT CARD PAYMENT AUTHORIZATION - ONE TIME PAYMENT

Company Name (Customer): _____ **Customer DBA Name:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Contact Name: _____ **Contact Phone #:** _____ **RxSmartBuy Acct. #:** _____

CUSTOMER AUTHORIZATION FOR CREDIT PAYMENT - ONE TIME PAYMENT

Payment Card Information (check one): ☐ AMEX ☐ MASTERCARD ☐ VISA

Name on Credit Card: _____ **Credit Card #:** _____ **Exp Date:** _____
Bank Account #: _____ **Bank Phone #:** _____
Billing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Customer authorizes RxSmartBuy, an Arizona Company, and its affiliates, to charge the Customer credit card specified above for the amount owed on invoice #: _____ that was provided to the Customer by RxSmartBuy as it became due. The total amount approved is \$ _____.

Customer agrees to pay for all purchases, services, fees and other charges incurred by the Customer, any employee or other agent (whether acting under authority of the Customer or otherwise) on any account of Customer, including service charges on past due amounts at the highest rate permitted by law (including purchases shipped and/or billed or services provided to a third-party agent on behalf of the Customer). The Customer agrees to pay all reasonable attorney fees and expenses, or costs incurred by RxSmartBuy in enforcing its rights to collect amounts due from the Customer. Without limiting RxSmartBuy's other legal rights, RxSmartBuy may exercise a right of set-off against the amount due by the Customer from RxSmartBuy. RxSmartBuy reserves the right, in its sole discretion, to change a payment term (including demanding cash payment on delivery), to limit total credit and/or to suspend or discontinue the shipment of any orders or the providing of any service, software, support or implementations to the Customer if RxSmartBuy concludes that (I) there has been a material change in the Customer financial condition or payment performance (II) Customer has ceased or is likely to cease to meet RxSmartBuy's credit requirements.

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