



PHARMACY CREDIT APPLICATION
Form .007 Issued 12/20 Rev. .06

6920 Hall Street, Holland, OH 43528 Phone: (800) 337-8603 Fax (567) 703-4224

Credit Limit Requested:

- \$0-\$5,000.00
\$5,000.01-\$10,000.00
\$10,000 + (Specify amount below-additional financial data may be required. \$_____)

Please PRINT where applicable

- New Account Application
Add "Ship To" to Existing QCP Account--Existing Code:
Notice of Address Change

Sales Rep: TBD

1. ACCOUNT AND BILLING INFORMATION

Form with fields: Legal Business Name, Pharmacy Name (DBA), Address, City, ST, ZIP, Phone, Fax

2. TELL US MORE ABOUT YOUR PHARMACY

Form with fields: Federal ID Number, DUNS, Primary Supplier, Years in Business, Supervising Pharmacist (PIC from License), Officer(s) / Name

3. CONTACT INFORMATION

Table with columns: Name (Please print), E-mail Address, Phone Number. Rows: Regulatory Contact, General Acct Questions, Marketing Contact, Billing Contact*

*(Financial Data will be forwarded to this e-mail unless you check the opt out box). Opt Out, Send me paper Invoice and Statement copies

4. LICENSES

Please send copies of ALL applicable licenses including, but not limited to: DEA license(s), State License(s), State Controlled Substance License(s), Sales Tax Exempt ID, Health Industry Number (HIN), etc.

5. CHOOSE A PAYMENT OPTION

Please complete one of the Payment Authorization forms and return it with your completed Application.

6. TERMS

- 1. TERMS: Payment terms are via Credit Card or by Automated Clearing House (ACH)/Electronic Fund Transfer (EFT) and are debited by QCP on the statement due date.
2. RETURN GOODS POLICY: QCP has a "No Return Policy" except for miss-shipments and manufacturer recalls.
3. PRICING: Prices are subject to change without notice.
4. CREDIT LIMIT: QCP reserves the right to establish a credit limit with customers.
5. AUTHORIZED SIGNATURES: Only an authorized manager/owner from a limited liability corporation, corporation, partnership or other legal entity may sign this form.
6. SECURITY INTEREST: For all Customers who are extended credit in an amount greater than \$20,000.00, to secure Customer's existing and future liabilities to QCP, Customer now grants to QCP a lien and security interest in all of Customers' inventory purchased or otherwise acquired from QCP or its affiliates, successors and assigns, whether now owned or hereafter acquired.
7. CONSENT: Calls to and from QCP may be monitored or recorded for quality assurance and training purposes.



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7. PHARMACY AGREEMENT

THIS AGREEMENT is made on the date signed, by and between signed Pharmacy and Quality Care Products, LLC, a federally licensed drug re-packer and a state licensed Wholesale Distributor. WHEREAS, QCP and Pharmacy wish to enter into a sales agreement and to ensure that they are in full compliance with the pharmaceutical industry guidelines of the Office of the Inspector General (OIG) as well as all Federal, State and local laws and requirements. WHEREAS, QCP is licensed with the FDA and the DEA, and, therefore, can only sell to Pharmacies who fill scripts submitted by Physicians, and not those received solely from the internet, as a matter of public safety, NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

Pharmacy, subject to the terms of the QCP Pharmacy Credit Application, will purchase the drugs and related items from QCP. The available services and pricing schedule will be forthcoming as the Master Pharmacy pricelist, once this document has been agreed to. Such discount is not intended to be construed to be remuneration in cash or in kind in return for or to induce the referral or arrangement of Medicare or Medicaid business.

If Pharmacy purchases product bearing a QCP specific NDC (in other words, a product repackaged by QCP) (hereinafter "QCP Repack Product") then Pharmacy agrees that they will not bill QCP Repack Product to any insurer, for any employee or retiree of any Federal, State, or local government, or anyone from any other agency that is funded by taxes. Pharmacy also agrees not to sell QCP Repack Product for any 340B purposes.

In accordance with state law, Pharmacy shall provide facsimiles or emails of its DEA registration(s) and State Licensure to QCP.

Term and Termination: The parties hereto contemplate that this Agreement shall run for one (1) year from the date hereof, but either party may terminate this Agreement at any time upon sixty (60) days prior written notice.

Pharmacy shall notify QCP within three (3) business days of any restriction of the following:

- a. Pharmacist(s) employed by/and or operating Pharmacy fail to maintain valid and unrestricted licenses in the State of operation;
b. The license or DEA certificate(s) of Pharmacist(s) employed by/and or operating Pharmacy is/are revoked, terminated, surrendered or made subject to terms of probation or other restrictions;
c. Pharmacist(s) employed by/and or operating Pharmacy become the subject(s) of a disciplinary hearing or other proceeding before the State Board of Pharmacy, the Department of Health and Human Services or any other governing body;
d. Pharmacist(s) employed by/and or operating Pharmacy are found guilty by a Court of competent jurisdiction of any crime involving moral turpitude, fraud or a felony;
e. Breach of the Agreement by Pharmacy after having been given thirty (30) days notice to cure such defect;

Any such restriction shall, at the option of QCP, constitute grounds for termination of this Agreement.

Hold Harmless: Pharmacy agrees to indemnify and hold harmless QCP and its directors and officers (and their successors, heirs, and legal representatives) from and against all demands, claims, actions or causes of action, including, without limitation, interest, penalties and attorney's fees and expenses, asserted against, resulting to, imposed upon or incurred by QCP, directly or indirectly, by reason of or resulting from a breach by Pharmacy of any of its obligations under this Agreement.

Applicable Law: This Agreement shall be interpreted and governed by the laws of the State of Ohio, and any and all disputes arising there from shall be subject to the sole jurisdiction of the State of Ohio.

Confidentiality: The parties shall keep confidential the terms and conditions of this Agreement and all information which is furnished to either of them by another party in connection with the transactions contemplated by this Agreement, unless such information (i) is or becomes available in the public domain through no act of a party in breach of this provision; (ii) is obtained by a party lawfully from a third party not under any obligation of secrecy to another party and without restriction as to use; or (iii) is disclosed, in good faith, by a party in accordance with law or pursuant to any administrative investigation or proceeding or any proceeding in any court of law or equity. The parties shall also keep confidential all information regarding the Employer's financial status, expansion programs, joint ventures, recruitment activity, affiliation agreements, mergers, acquisitions and internal concerns. The parties shall also keep confidential all information pertinent to patient diagnosis and treatment. This obligation as to confidentiality shall survive termination of this Agreement.

HIPAA Compliance: The parties acknowledge and agree that individually identifiable health care information is to be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations issued there under, and other laws to the extent applicable.

Compliance with Law: It is not the intent of the parties to violate any applicable federal or state law or regulation which may govern the arrangement set forth in this Agreement, including without limitation, the Social Security Act, as amended, Titles XI, XVIII, and XIX, regulations of the Health Care Financing Administration, The Ethics in Patient Referrals Act, Stark Law 42 U.S.C. § 1395nn, or any other applicable law. In the event that: (a) any applicable licensing, administrative or governmental agency, authority or office investigates, questions, or challenges any aspect of the transaction contemplated by this Agreement, or (b) one or more of the parties has the reasonable belief that the terms of this Agreement do not comply with the requirements of any such law or regulations, as they may be applicable to this arrangement, then the parties shall, in good faith, renegotiate or reform this Agreement as may be reasonably necessary to comply with such requirements. In the event, after good faith negotiation, the parties are unable to reform or renegotiate this Agreement to comply with such requirements, then either party may terminate this Agreement.

Notice: Any notice required or permitted pursuant to this Agreement shall be effective upon delivery by hand, or three (3) days after mailing, postage prepaid, certified or registered mail, as follows: If to QCP: 6920 Hall St., Holland, OH 43528; if to Pharmacy: Address stated above.

SIGNATURE: TITLE: Date:

8. PERSONAL GUARANTEE

It is expressly agreed and acknowledged that without qualification or limitation, the undersigned personally agrees to pay service charges of 1.5% per month or the highest lawful rate, whichever is lower, on: any past due balance, all actual attorney fees, and costs of collection; bank draft of account when account becomes delinquent. The undersigned personally guarantees all payments of existing and future obligations and unconditionally waive the right to any amount paid pursuant to this provision. This guarantee is a continuing guarantee and shall continue so long as credit is extended hereunder and it is expressly understood that it cannot be revoked except if agreed to in writing by Quality Care Products, LLC. The undersigned also agrees to jurisdiction and venue in Ohio. The above statements are made for purposes of procuring credit from Principled Dynamics and its affiliate, Quality Care Products, LLC. The undersigned hereby consents to the confirmation by Principled Dynamics and its affiliate, Quality Care Products, LLC of the information contained herein and authorizes company to contact the undersigned's bank and all credit references and obtain any necessary credit reports.

Terms of sale have been fully explained and I understand that if an account is established, my credit line is subject to periodic review. Also, shipments may be held if my account is delinquent or exceeds my established line of credit. The undersigned 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 the seller immediately upon the commencement of any such proceedings. The undersigned authorizes Principled Dynamics and its affiliate, Quality Care Products, LLC to take appropriate measures in verifying the credit of the undersigned and releases Principled Dynamics and its affiliate, Quality Care Products, LLC from any obligation while researching this information. Customer and Guarantor agree to provide company with 60 days' notice of its intention to sell all of its assets. Special contract pricing is subject to verification of entitlement at any time after the sale and customer agrees to refund in the event there is no entitlement.

SIGNATURE: PRINTED NAME: Date: