

To avoid denial or delay in processing this Credit Application, please complete all sections.



## Credit Application

Updated:

### Section I - GENERAL INFORMATION

1. Legal Entity Name of Applicant: \_\_\_\_\_

2. D/B/A (if any): \_\_\_\_\_

3. Business Organization (check one): Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corp \_\_\_\_ Non-Profit \_\_\_\_ LLC \_\_\_\_ Gov't \_\_\_\_

4. Legal Entity Business Address: \_\_\_\_\_  
Street City State Zip code

Business Phone #: \_\_\_\_\_ Business Fax #: \_\_\_\_\_

Shipping Address (if different from business address): \_\_\_\_\_  
Street City State Zip code

Billing Address (If different from business address): \_\_\_\_\_  
Street City State Zip code

5. Billing Contact name: \_\_\_\_\_ Contact Phone # \_\_\_\_\_

Billing Contact e-mail address: \_\_\_\_\_

6. Primary Business Contact: \_\_\_\_\_  
Name Title Phone # Email Address

7. Is Applicant a management company? Yes \_\_\_\_ No \_\_\_\_

8. Does Applicant utilize a management company? (If "Yes," additional information may be requested) Yes \_\_\_\_ No \_\_\_\_

7. Federal Tax ID #: \_\_\_\_ - \_\_\_\_\_

State Tax ID #: \_\_\_\_\_ (This number must correspond with sales tax exemption certificate).

State of Incorporation \_\_\_\_\_ HIN (Health Industry Number) \_\_\_\_\_

8. List any businesses affiliated with legal entity on line #1 (include addresses & account #'s):

\_\_\_\_\_  
\_\_\_\_\_

9. List name(s) of owners, partners, shareholders, or members of legal entity, and attach organizational chart:

Name	Title	%owned	Full Home Address
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Name	Title	%owned	Full Home Address
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Name	Title	%owned	Full Home Address
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10. List names and addresses of other health care companies in which any of the individuals or organizations listed in question #9 above also have an ownership interest (i.e. owner, partner, shareholder, or member):

Name of Individual	Company Name of Affiliated	Company Address of Affiliated Company
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Name of Individual	Company Name of Affiliated	Company Address of Affiliated Company
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Name of Individual	Company Name of Affiliated	Company Address of Affiliated Company
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11. How long has business been under present ownership: \_\_\_\_\_ Year Started \_\_\_\_\_ # of employees \_\_\_\_\_

12. Average Monthly Purchases \_\_\_\_\_ Estimated Initial Purchase (if above avg.) \_\_\_\_\_

Terms Requested (subject to credit approval) \_\_\_\_\_

13. Major Suppliers/Existing Wholesalers:

Supplier Address	Phone #	Contact Account #	\$ High Cr. Amt.	\$ Amt. Owed
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Supplier Address	Phone #	Contact Account #	\$ High Cr. Amt.	\$ Amt. Owed
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14. Name of Bank:

Bank	Account #	Address	Phone #
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Bank	Account #	(Gov't Receivables)	Address	Phone #
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15. Are there currently any suits, liens, or judgments filed against applicant or its business, and/or has applicant or its business ever filed for bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe \_\_\_\_\_

16. Class of Trade of Applicant:

____ Hospital	____ Hospice	____ Retail Pharmacy	____ Laboratory
____ Rehabilitation	____ Surgery Center	____ Mail Order	____ Home Health
____ Skilled Nursing	____ Physician Office	____ Internet Pharmacy	____ Government
____ Long Term Care	____ Specialty	____ Distributor/Wholesaler	____ Other _____

**Pharmaceutical Customers Only:**

17. Will goods purchased be resold? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, in what form? AS IS \_\_\_\_\_ Re-Manufactured \_\_\_\_\_ Re-Packaged \_\_\_\_\_ Internationally \_\_\_\_\_ Other \_\_\_\_\_

Will pharmaceuticals be sold to anyone other than a patient? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain \_\_\_\_\_

Drug License Type\* Physician \_\_\_\_ Wholesaler \_\_\_\_ Pharmacy \_\_\_\_ Precursor \_\_\_\_ DEA \_\_\_\_ Other \_\_\_\_

## Section II - AGREEMENT

1. As an inducement for Cardinal Health to accept orders from or otherwise extend or make credit available to Applicant, Applicant hereby agrees to comply with the following terms of sale, should Cardinal Health elect to extend credit. "Cardinal Health" means, collectively, whether one or more, each subsidiary and affiliate of Cardinal Health, Inc., an Ohio corporation, whether existing now, or existing or created in the future, together with the successors and assigns of any such entity.

2. The Applicant acknowledges and agrees that it does not and will not redistribute any product distributed by Cardinal Health to the secondary market, including but not limited to (i) pharmaceutical product purchased from Cardinal Health, and (ii) Cardinal Health self-manufactured products.

3. Applicant hereby grants a security interest to Cardinal Health in the product Cardinal Health has sold or is selling to Applicant, together with all proceeds thereof (the "Product").

4. Cardinal Health must receive payment in full with good funds on or before the due date via ACH direct debit or other payment forms acceptable to Cardinal Health. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Cardinal Health when due under the terms of this Agreement. Failure or delay by Cardinal Health to bill Applicant for any such service charge will not waive Cardinal Health's right to receive the same. In the event of a payment default, Cardinal Health shall have the right to declare all outstanding amounts immediately due and payable, and in the event of any bankruptcy or insolvency of Applicant, all outstanding amounts shall immediately become due and payable without notice or any further action on the part of Cardinal Health. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Cardinal Health to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement. Notwithstanding any provision contained herein, or in any invoices or billing issued in connection herewith, upon the sale or other disposition of the Applicant's assets outside the ordinary course of business, all amounts owing in connection with this Agreement relative to such sale or other disposition shall immediately become due and payable.

5. Applicant attests to Cardinal Health that it or the pharmacist(s) employed and/or affiliated with Applicant are properly licensed with applicable state licensing agencies to receive, dispense, distribute and otherwise legally dispose of the Product. Applicant understands that by attesting to this, Cardinal Health is complying with the "good faith inquiry" standard to ensure that the Product is distributed to properly licensed and/or registered pharmacy locations. Prior to purchasing the Product from Cardinal Health hereunder, Applicant must provide Cardinal Health with copies of all such licenses and any renewals, revocations or other changes to the same.

6. Applicant agrees that Product will be purchased under Cardinal Health's standard terms and conditions as in effect from time to time and/or the terms and conditions set forth in a vendor agreement, (collectively, the "Terms and Conditions"). The Terms and Conditions are hereby incorporated by reference and made a part hereof. Applicant acknowledges that the Terms and Conditions may be amended or modified by Cardinal Health from time to time and agrees to be bound by such modifications and/or amendments.

7. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health (including its affiliates, subsidiaries, parent or related entities, collectively or individually), may from time to time exercise a right of set-off against any and all amounts due Applicant. For purposes of this paragraph 7, Cardinal Health shall be deemed to be a single creditor.

8. This Agreement, and any purchase orders, and all exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bid responses, and understandings between the parties relative to the subject matter hereof. Except as otherwise provided herein, no changes to this Agreement or any purchase

order will be made or be binding upon either party unless made in writing and signed by each party; provided, however, that Cardinal Health may increase, decrease, revoke or limit the amount and terms of credit extended to Applicant. No course of prior dealings between the Applicant and Cardinal Health and no usage of trade shall be relevant or admissible to supplement, to explain, or vary any of the terms of this Agreement.

9. All Applicable taxes including Federal Excise Tax will be collected as part of the sale.

10. Applicant agrees that all information provided in this Agreement or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Cardinal Health. Applicant shall provide Cardinal Health with financial statements and such further information as may reasonably be requested by Cardinal Health from time to time. Applicant authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. Applicant acknowledges and agrees to the sharing of financial statements and other information between and among Cardinal Health's subsidiaries and affiliates. Applicant authorizes Cardinal Health to request, obtain and share information with other creditors of Applicant. Applicant shall also provide to Cardinal Health advanced written notice of proposed change in twenty-five percent (25%) or more of the ownership or control of Applicant's business or assets. Cardinal Health reserves the right to demand payment in full upon change in ownership of twenty-five percent (25%) or more of Applicant's business or assets, at Cardinal Health's discretion. Applicant authorizes Cardinal Health to rely on the accuracy of all information provided herein unless and until any information is changed by Applicant's written notice to Cardinal Health.

11. In order to secure timely and full payment and performance of all past, present, and future obligations of Applicant to Cardinal Health (the "Obligations"), including but not limited to all promissory notes and sales on credit, Applicant hereby grants to Cardinal Health a security interest in all of following business assets of Applicant, wherever located and whether now owned or hereafter acquired: all goods, equipment, inventory, accounts, accounts receivable, deposits held by Cardinal Health and any of its affiliates, subsidiaries, related entities and parent, healthcare receivables, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, check-out counters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-the-counter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral"). All items of Collateral shall remain personal property and shall not become part of any real estate regardless of the manner of affixation. This security interest shall continue in effect until Cardinal Health is indefeasibly paid in full. Applicant hereby authorizes Cardinal Health to file financing statements describing the Collateral, and any necessary future amendments thereto, in any and all public offices in which Cardinal Health deems such filing to be necessary or desirable, and Applicant agrees to reimburse Cardinal Health for cost and expense of preparing and filing any such financing statements upon delivery by Cardinal Health to Applicant of an invoice therefor.

12. Applicant authorizes Cardinal Health to initiate debit and credit entries from Applicant's account indicated below and Applicant authorizes the financial institution named below (the "Institution") to debit the same such account. Authority to initiate debit entries shall remain in full force and effect until Cardinal Health and the Institution have received written notice from the Applicant of its termination of such

authorization. Applicant acknowledges that it has the legal right to stop payment of a debit entry by notification to the Institution; provided, prior to such notification, Applicant shall provide sufficient written notice to permit Cardinal Health to take any actions it deems necessary to avoid disruption in payments from the Applicant. Applicant shall promptly notify Cardinal Health in writing of any entry to which it objects; any entry not so objected to and returned in accordance with the applicable rules relating to corporate payment entries of the National Automated Clearing House Association and its related member associations (the "Rules") shall be deemed accepted by Applicant as to amount. Applicant represents and warrants that (i) that, if Applicant is a natural person, the account is maintained primarily for commercial purposes and not for personal, family or household purposes; (ii) that the signature(s) below are all the signature(s) necessary to make this authorization effective as to entries to the account; and (iii) Applicant will continue to maintain the account while this authorization is in effect. Neither Applicant nor Cardinal Health is liable for any act or omission of any automated clearing house, depository, or other person, including the Institution. Applicant will indemnify and hold Cardinal Health harmless for any and all claims, demands, losses, liabilities or expense, including attorneys' fees and expenses, directly or indirectly resulting or arising out of the breach of these warranties and representations. If any automated debit entry is returned because of insufficient funds or no open account, Cardinal Health will assess and Applicant agrees that it shall be liable for a charge of \$25. NEITHER PARTY SHALL BE LIABLE UNDER THIS SECTION 12 FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Bank Name: \_\_\_\_\_

Bank Transit ABA#: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

13. The Authorized Signatory represents that he/she has the authority to bind Applicant to this Agreement. The Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for personal, family or household purposes. Recognizing that the owner(s)/partner(s)/shareholder(s)/member(s) credit history may be a factor in the evaluation of Applicant's credit history, the owner(s)/partner(s)/shareholder(s)/member(s) hereby consent to the use of a consumer credit report by Cardinal Health as it may deem necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

14. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

15. Applicant and guarantor(s) agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the courts of the State of Ohio; irrevocably consent to service of process, jurisdiction, and venue in the courts of the State of Ohio; agree not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, or otherwise. Nothing in this Agreement is intended to limit any right that Cardinal Health may have to bring any suit, action, or proceeding relating to matters arising under this Agreement in any other court of competent jurisdiction.

16. The Applicant and Cardinal Health agree that the use of electronic transmission, including but not limited to e-mail or other transmissions via the Internet, in entering into and in exercising their rights and performing their obligations under this Agreement is in the best interests of all of the parties and shall be permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the utilization of such media. The Applicant and Cardinal Health therefore agree that the Uniform Electronic Transactions Act, as promulgated by the National Conference of Commissions on Uniform State Laws, shall be

applicable to the construction of this Agreement and any transactions hereunder, whether or not such Act shall have been adopted in any jurisdiction. By way of illustration and not of limitation, the Applicant and Cardinal Health agree to the following:

(a) any document (including this Agreement) transmitted by electronic transmission shall be treated in all respects as an original signed document;

(b) the signature (including an electronic signature) of any Party shall be considered for these purposes as an original signature;

(c) any such electronic transmission shall be considered to have the same binding legal effect as an original document; and

(d) neither Party shall raise the use of electronic transmission as a defense to this Agreement or in matters relating to any transaction pursuant to this Agreement, and each Party waives such defense.

17. If this application for business credit is denied, Applicant has the right to a written statement of the specific reasons for the denial. Cardinal Health will send Applicant a written statement of the specific reason(s) for the denial within thirty (30) days of receiving a request for a written statement. The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

18. In the event Applicant enters into any Loan Agreement or any one or more promissory notes, security agreements, mortgages, guaranties, control agreements, or other related documents (as the same may be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "Loan Documents"), and there is any inconsistency between the terms and conditions of this Agreement, the terms and conditions of any Loan Document, the terms and conditions of the Loan Document shall control; provided however, Applicant acknowledges and agrees that a vendor agreement shall not be deemed a "Loan Document".

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**Printed Legal Entity Name of Applicant as it appears in Section I of this Agreement**

**BY:** \_\_\_\_\_

**Authorized Signatory**

**ITS:** \_\_\_\_\_

**Authorized Signatory Title**

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**Printed Name of Authorized Signatory**

**Date:** \_\_\_\_\_

### Section III - GUARANTY

Each undersigned principal of Applicant (as defined above) (each a "Guarantor"), by reason of his/her financial interest in Applicant and as an inducement of Cardinal Health to extend credit to Applicant, and intending to be legally bound, hereby jointly and severally, irrevocably and unconditionally guaranties to Cardinal Health, and its subsidiaries, affiliates and successors the prompt and full payment (and not merely the ultimate collection) and performance of all Obligations (as defined above) to Cardinal Health, whether now existing or hereafter arising, including any payment made to Cardinal Health that is subsequently avoided in bankruptcy or recovered from Cardinal Health for any reason. Each Guarantor hereby waives (i) notice of any and all acceptances of this guaranty, presentment for payment, demand, notice of dishonor or other nonpayment, protest, and notice of protest with respect to any and all Obligations; and (ii) any and all defenses arising by reason of any failure by Cardinal Health to pursue Applicant or any of its assets, any impairment of collateral, notice of sale or other disposition of any collateral or security now held or hereafter acquired by Cardinal Health, and any and all suretyship defenses or defenses arising out of the guarantor-principal relationship. Without the consent of or notice to any Guarantor: (a) any extension, forbearance, lenience, and indulgence of any nature, whether one or more, may be granted to Applicant; (b) any contracts, agreements, leases, other documents or arrangements may be amended, replaced or modified in any way whatsoever; (c) additional collateral, security, or guaranties may be accepted from Applicant or others from time to time; and (d) any collateral, security, or other guaranties may be released, modified, or substituted from time to time. Each Guarantor authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. This is a continuing guaranty and the obligations of each Guarantor may not be revoked or limited so long as Cardinal Health continues to extend credit to Applicant and/or its successors and assigns. Likewise, the obligations of each Guarantor may not be revoked or limited, regardless of renewals, extensions or modifications of trade terms or credit limits granted to Applicant by Cardinal Health. Each Guarantor's obligations under this Guaranty are independent of and separate from the obligations of Applicant. This Guaranty shall be governed under the laws of the State of Ohio. Any action(s) to enforce the terms of this Guaranty may be brought in any court of competent jurisdiction selected by Cardinal Health.

**EACH GUARANTOR ACKNOWLEDGES THAT HIS/HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY CARDINAL HEALTH FROM TIME TO TIME AS CARDINAL HEALTH MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.**

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_

4. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Social Security # \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_