



Legal Name of Business: _____ DBA: _____

Ownership Type (Circle): Corporation Partnership Individual LLC Proprietorship

Class of Trade: Pharmacy: _____ Wholesaler: _____ Other: _____

Federal Tax ID: _____ DEA Number: _____ State License: _____

Ship to Address: _____

Bill to Address: _____

City: _____

City: _____

State: _____ Zip Code: _____

State: _____ Zip Code: _____

Please Indicate Method of Notification for Statements & Invoices Via: E-Mail or Fax

Accounts Payable

Contact Person: _____

Account Payable Fax: _____

Account Payable Telephone: _____

Accounts Payable Email: _____

Trade Reference: _____ Account #: _____

The undersigned entity ("Company"), in consideration of the credit being extended to Company both now and in the future (the "Obligations") as described in this Credit Application & Agreement (this "Agreement"), hereby pledges, assigns, transfers, delivers and grants INDEPENDENT PHARMACY DISTRIBUTOR, LLC ("IPD") a security interest in, a lien upon, and a right of set off and/or recoupment against, any and all of its existing and future right, title and interest in Company's accounts receivable, proceeds thereof, and all other real and personal property of the Company. Company agrees to execute any documents required by IPD to provide for such security interest, including but not limited to a separate financing statement or security agreement in the form acceptable to IPD. This security interest is granted to IPD to secure the payment of the Obligations as well as any default interest, attorneys' fees and costs as set forth herein as well as any other indebtedness Company owes IPD as well as any future advances of credit including all renewals, extensions, and modifications of this Agreement. All invoices from IPD shall be paid by Company within ten (10) days of the date of the invoice. Invoices not timely paid shall accrue interest at the rate of one and one half percent (1.5%) per month. In addition, the Company agrees to pay attorneys' fees actually incurred, court costs, and/or collection agency fees in the event that IPD hires an attorney or collection agency to collect any amounts past due. In consideration of credit being extended to Company by IPD, the receipt and sufficiency of which is hereby acknowledged, and to induce IPD to extend the credit herein, each individual below (each, a "Guarantor" and collectively, the "Guarantors"), jointly and severally, personally guaranties the full, prompt and complete payment and performance of Company under this Agreement. If IPD elects to enforce its rights against less than all Guarantors, that election shall not release any Guarantor from his or her obligations under this Agreement. The compromise or release of any of the obligations of any of the other Guarantors or Company shall not serve to waive, alter or release any Guarantor's obligation under this Agreement. Each Guarantor agrees that this guaranty is an absolute, complete and continuing guaranty of performance and payment, and not of collection. Thus, IPD may insist that any or all of the Guarantors pay immediately, and IPD is not required to attempt to collect first from Company or any other party liable for the obligations under this Agreement. Each Guarantor waives presentation for payment, notice of non-payment, protest and notice of protest, demand for payments and diligence in bringing suit against any part hereto. No notice of indebtedness or of any extension of credit by IPD to Company needs to be given. The terms of credit may be rearranged, extended and/or renewed without notice to any of the Guarantors. Each Guarantor represents, with Company, that all of the information submitted is true, complete and accurate. Each Guarantor agrees that should any payments to IPD relating to this Agreement, in whole or in part, be invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine, this guaranty shall remain in full force and effect (or be reinstated, as the case may be) until payment in full of any such amounts, which payment shall be due on demand. This guaranty, as well as all other provisions of this Agreement, shall be governed by North Carolina law. Each Guarantor agrees that any legal action or proceeding against him or her with respect to any of his or her obligations under this Agreement or guaranty must be brought exclusively in District or Superior Court in Davidson County, North Carolina. By the execution and delivery of this guaranty, each Guarantor submits to and accepts the jurisdiction of those courts. Each Guarantor waives any claim that Davidson County is not a convenient forum or the proper venue for any such suit, action or proceeding.

COMPANY AND EACH GUARANTOR HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, IN ANY WAY RELATED TO THIS AGREEMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO INDEPENDENT PHARMACY DISTRIBUTOR LLC TO ENTER INTO THIS TRANSACTION.

Signature of Owner: _____

Owner Name: _____ Driver's License(#): _____

Address of Owner: _____ Owners Phone: _____