



Dear Prospective Customer,

Thank you for your interest in establishing an account with RARX, LLC. Enclosed is our Credit Agreement including the Terms & Conditions governing our potential relationship. To help us expedite this request, please complete the enclosed Credit Agreement. Please note that the name of the individual, as well as his/her title and a signature of a “**Corporate Officer/Partner/Proprietor**” is required. Once completed please send the following information to our attention at:

apply@rarxpharmacy.com

**RARX, LLC
Attn: Credit Department
525 Metroplex Dr
Nashville, TN 37211**

- Completed Credit Agreement
- Customer Set up Information Sheet

If you have any questions, please contact us at 615-301-5955.

Thank you for your time and consideration.

Finance Manager

THIS DOCUMENT CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS DOCUMENT IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS DOCUMENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, PLEASE IMMEDIATELY RETURN THE ORIGINAL DOCUMENT TO US.

Applicant Firm Name		Telephone		Fax	
Address		City		State	Zip
Name of Parent Company, if Subsidiary Division				Telephone	
Address		City		State	Zip
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> LLC	
<input type="checkbox"/> SOLE PROPRIETOR		EIN #		No. of years in business	Monthly Anticipated Purchases?
Practice Specialization(s):				Telehealth/Telemedicine? <input type="checkbox"/> Yes <input type="checkbox"/> No	
PROPRIETOR, PARTNERS OR CORPORATE OFFICERS					
Name/Title	% of Ownership	Home Address		SS No.	
DEA Registration No.	Doctor	State License No.		NPI	
Name/Title	% of Ownership	Home Address		SS No.	
DEA Registration No.	Doctor	State License No.		NPI	
Supervising Physician Board Certification(s):					
ADDITIONAL PROVIDERS/PREScriBERS					
Name	Designation (MD/DO/NP/APN/PA/etc.)	Specialization(s)		NPI	
Name	Designation (MD/DO/NP/APN/PA/etc.)	Specialization(s)		NPI	
Name	Designation (MD/DO/NP/APN/PA/etc.)	Specialization(s)		NPI	
<p>The undersigned on Behalf of the Applicant, hereby authorizes(s) RARX, LLC to contact the above scheduled trade and banking references and to request and obtain consumer and/or business credit reports on the applicant ("Buyer") or officers for the purpose of establishing and maintaining a line of credit with RARX, LLC, and to obtain any other information related to the statements set forth in this application. By executing and submitting this application, the undersigned, in consideration of and in order to induce RARX, LLC to establish a line of credit for purchases on account, promises and agrees to pay for all purchases according to RARX, LLC's Terms and Conditions stated on this application. If at any time, for any reason, the applicant fails to pay for said purchases according to the aforementioned terms of sale, applicant shall be liable to RARX, LLC for all costs of collection, including without limitation, RARX, LLC's attorney's fees and court costs. PERSONAL GUARANTY: In order to induce RARX, LLC to accept this application and otherwise sell to and/or extend credit to Applicant hereunder, the undersigned proprietor(s), partners(s) and/or officers(s) of the applicant hereby agree to personally guaranty and assume all of the obligations and responsibilities for any and all debts that the applicant shall incur including costs of collection, interest, attorney's fees and court costs in connection with the applicant's purchases from RARX, LLC commencing on acceptance of this agreement until such time as RARX, LLC acknowledges, in writing, the termination of said personal responsibility. The undersigned hereby agree(s) to notify RARX, LLC of any changes in ownership and further state(s) that the financial condition of the applicant is satisfactory to meet all of its financial obligations. In the event of any suit for collection, the Applicant and each Personal Guarantor hereby consent to the jurisdiction of the Courts of the State of Tennessee with venue in Davidson County, Tennessee, and waive all right to trial by jury. I have read all the terms and conditions stated below and agree to all these terms and conditions.</p>					
Signature _____ Date _____			Signature _____ Date _____		
Title _____			Title _____		
Print Name _____			Print Name _____		

Company Name: _____ Date: _____

Weight Loss Therapy			
Do you treat patients for weight loss therapy? Yes <input type="checkbox"/> No <input type="checkbox"/>		Primary Evaluation Method: In-person <input type="checkbox"/> Virtual <input type="checkbox"/> Both <input type="checkbox"/>	
Do you have special training or a certification specific to weight loss therapy? <input type="checkbox"/> Yes: _____ <input type="checkbox"/> No			
How do you evaluate new patients for weight loss therapy? Physical Exam <input type="checkbox"/> History <input type="checkbox"/> Laboratory test <input type="checkbox"/> X-ray <input type="checkbox"/> BMI <input type="checkbox"/>			
Criteria for initiating weight loss therapy:		Criteria for ending weight loss therapy:	
Buyer's Information			
Name:		Address:	
City, State, Zip			
Telephone:		Email:	
Accounts Payable/Office Manager			
A/P Contact Information:			
Name:		Address:	
City, State, Zip			
Telephone (different from main clinic #):			
Email:			
2nd A/P Contact Information:			
Name:			
Telephone:			
Email:			
Are payments made through a different company/Bill Pay? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes", please provide the following information)			
Company's Name:			
Telephone:		Email:	
Invoices/Statements			
Each order will be charged at time of shipment to the credit card provided below. Statements will be emailed monthly.			
Email Statements to:			
Preferred Payment Options:			
<input type="checkbox"/> Credit Card	Name:	Card #:	
	Exp date:	CVV:	
<input type="checkbox"/> Credit Card	Name:	Card #:	
	Exp date:	CVV:	
Credit Terms: Net 5 Days			
Signature:			Date:
Signature:			Date:
* Requires completion of Credit Application to be reviewed and approved by Finance Department. *			
Finance Approval Signature:			Date:

TERMS AND CONDITIONS

Prices are subject to change without notice.

SUPERSEDURE. Our invoice shall supersede any terms and conditions of any purchase order made by Buyer. No prior course of dealing or usage of trade shall affect this invoice or be admissible to explain, modify, or contradict this invoice.

PAYMENT TERMS. Unless other payment arrangements are made between Applicant ("Buyer") and RARX, LLC ("Seller"), Buyer shall make payment within 5 days of invoicing. Payment terms granted to Buyer may be reevaluated by Seller based upon Buyer's payment performance.

DISCLAIMER OF WARRANTIES. THE GOODS SHOWN ON OUR INVOICE HAVE BEEN SOLD BY SELLER WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND.

No agent, employee or representative of Seller has any authority to bind the Seller to any affirmation, representation, or warranty concerning the goods.

SHIPMENT, RISK OF LOSS, AND TITLE. Shipment of the goods to Buyer is on the basis of F.O.B. Destination Point. All risk of loss and /or damage during shipping is borne by the Seller. Buyer assumes title upon receipt of the goods. The cost of shipment, if any, has been paid by Seller and added to this invoice. Orders from outside the contiguous United States are shipped F.O.B. shipping point. If the shipment is received damaged, it is Buyer's responsibility to obtain the carrier's delivery receipt notated with the damage conditions and to notify Seller immediately. If shipment contains concealed damage, Buyer must notify Seller within 48 business hours of receipt. If notification is not timely to Seller, Buyer forfeits all rights to return the product.

RETURNS. In the event that Seller fails to correctly fill an order from Buyer and Seller delivers to Buyer the wrong type or quantity of goods, then Buyer must notify Seller within 48 hours of receipt of the Shipment. Provided Buyer notifies seller within the specified period, the Buyer shall have the right to return such goods to Seller and to receive a credit only against future purchases for any sums actually paid by Buyer on this invoice. This credit expires 18 months after issuance. Seller shall take responsibility for arranging transportation for the return of such goods to Seller.

EXCUSEABLE DELAYS. Seller shall not be charged with any liability for delays or non-delivery of goods when due to delays or non-delivery of supplies, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not proven to be valid, riots, labor disputes, material shortages, unusually severe weather, or any other cause beyond the reasonable control of Seller. Seller shall give Buyer written notification of any material or indefinite delay due to such causes. Within thirty (30) days after receipt of any such notification from Seller, Buyer shall instruct Seller in writing that the portion of Buyer's order affected by such delay is either (i) affirmed, and the time for performance extended for as many days as such causes actually retarded delivery; or (ii) terminated.

TAXES. All taxes (other than income or excess profit taxes) which may be imposed by any taxing authority arising from the sale, delivery, or use of the goods and for which Seller may be held

responsible for collection or payment, either on its own behalf or that of the Buyer, shall be paid by Buyer to Seller upon Seller's demand.

CANCELLATION. Seller reserves the right to cancel all or any part of the undelivered portion of any order if Buyer fails to make timely payment hereunder or under any other invoice to Seller.

ASSIGNMENT. Buyer shall not, in whole or in part assign or transfer any interest under any order accepted by Seller or delegate any obligation hereunder without the prior written consent of Seller.

LIABILITIES. In no event shall Seller be liable for consequential damages arising from any delay or default in delivering the goods shown hereon, regardless of cause, or from the failure of such goods to correspond in any manner to the description contained in this invoice.

LATE CHARGES AND ATTORNEY'S FEES. We reserve the right to charge a monthly late fee of 1½% on outstanding balances which are over 30 days past the invoice due date. Buyer shall pay Seller reasonable attorney's fees and all costs and expenses of collection should it become necessary for Seller to take action to collect any sums due from Buyer to Seller hereunder.

INTERPRETATION/JURISDICTION/VENUE. This invoice shall be governed by and construed in accordance with the laws of the State of Tennessee. Buyer agrees that if any action is filed by Buyer or Seller with respect to the transaction to which these Terms and Conditions apply, or any matter that has arisen or may arise in connection therewith, Davidson County, Tennessee shall be exclusive jurisdiction and venue therefore.

PAYMENT DISPUTES. Any and all payment disputes must be made in writing to RARX, LLC for resolution prior to any charge back being made or requested. I understand that if the debit is returned unpaid or charged back at a later date, I am still responsible for payment and liable for any and all collection or legal costs incurred to resolve. Once funds have been cleared, payment will be posted to the company account.