

# Credit Application & Agreement

Credit lines greater than \$25,000



SmartSource is a national distributor of generic, branded and OTC pharmaceuticals. As a business unit of AmerisourceBergen Drug Corporation, we provide unparalleled access to affordable products that help you deliver the highest quality care to your patients. Welcome to the SmartSource family.

Name of Applicant (Business Legal Name)	Year Business Started	Owner(s) since (mm/yyyy)	
D/B/A (if applicable)	State of Formation / Incorporation	Organization ID #	
Address	City, State, Zip		
Billing Address (if different)	City, State, Zip (if different)		
Shipping Address (if different)	City, State, Zip (if different)		
Email	Phone #	Fax #	
Monthly Estimated Volume	Legal Entity Form	Federal Tax ID #	NCPDP #
Type of Business	If Other, please specify	Referred By (Pharmacy Name / Account #)	

Will Applicant have another party (example: a parent company, subsidiary, or management company of Applicant) place orders or coordinate payment to AmerisourceBergen Drug Corporation on behalf of Applicant?    Yes    No    If yes, please provide legal name of such party

## **Ownership** (list each person owning 10% or more; attach additional pages if needed)

The undersigned hereby consent(s) to and authorize(s) AmerisourceBergen Drug Corporation to obtain a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) of the Applicant in connection with the extension or continuation of business credit as represented by your credit application. The undersigned as an individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 et seq.

Owner's Name	Owner's Name
Address, City, State, Zip	Address, City, State, Zip
Phone #	Phone #
Registered Pharmacist	Registered Pharmacist
Yes    No	Yes    No
% Ownership	% Ownership
License #	License #
Social Security #	Social Security #
Title with Applicant	Title with Applicant
Owner's Signature	Owner's Signature

## **Trade References** (Please attach a copy of billing statements from each supplier):

Primary Supplier	Account #	Phone #	Contact Name
Secondary Supplier	Account #	Phone #	Contact Name
Bank	Account #	Phone #	Contact Name

## Credit Agreement

This Credit Agreement, together with the credit application submitted by Applicant, any Prime Vendor Agreement or other servicing agreement, and stated invoice terms, constitute an agreement between Applicant and AmerisourceBergen Drug Corporation ("ABDC"). Applicant understands and agrees to the following terms and conditions of sale:

1. Payment Terms. If Applicant enters into a Prime Vendor Agreement or any similar form of distribution agreement ("PVA"), the specific payment terms are as stated in such agreement or in Applicant's executed Payment Terms and Methods form, i.e., Credit Card, EFT or Biller Direct. Otherwise, specific payment terms are stated on the invoice delivered to Applicant. Applicant agrees to pay for all purchases, fees and other charges incurred by Applicant or an authorized user on any account of the Applicant. All payments must be deposited to ABDC account during normal business hours by the date due. Prices quoted include a discount in anticipation of payment within terms. Should payments be deposited to ABDC account later than the due date, or if the payment is dishonored, ABDC will invoice Applicant for the unearned discount. A processing fee of \$50 will be invoiced for each dishonored payment. If payment is delinquent, ABDC may, in addition to ABDC right to exercise other remedies, (a) withhold any credits or payments to Applicant, (b) assess a per-day late payment fee of the lower of 18% per annum or the maximum rate permitted by law on the outstanding balances until paid, beginning on the first (1st) business day after such due date and/or (c) adjust future Price of Goods to reflect Applicant's payment history. Applicant agrees to promptly pay when invoiced any and all denied chargebacks for disallowed/ineligible contract pricing, and to look solely to the relevant manufacturer(s) and/or group purchasing organization(s) or buying group(s) for redress. Billing disputes must be filed with ABDC Accounts Receivable Department by the earlier of one year after receipt of the first statement containing the amount in dispute or the shorter period set by a manufacturer for chargebacks. Otherwise, Applicant will be deemed to accept the accuracy of such statements and to waive its right to dispute the amount. Applicant acknowledges and understands that ABDC has the absolute right to change pricing or payment terms, require full or partial payment in advance or suspend delivery of products to Applicant without any liability being incurred by ABDC. Drivers and ABDC employees cannot accept payment. Drivers are not authorized to verify contents or quantities of packages. Applicant agrees that a receipt signed by a driver for any tote or package does not constitute evidence of the contents or value of the package. All orders of controlled substances and listed chemicals are subject to ABDC's Suspicious Order Monitoring Program ("OMP"). Orders identified by the OMP may be rejected and may result in future ordering restrictions.
2. Security Agreement. To secure all of Applicant's existing and future liabilities to ABDC and its affiliates, including the repayment of any amounts that ABDC may advance or spend for the maintenance or preservation of the Collateral (as defined below) or otherwise (collectively, the "Obligations"), Applicant grants to ABDC a security interest in the following personal property, wherever located, and now owned or hereafter acquired or arising (collectively, the "Collateral"): All of Applicant's (a) Accounts; (b) Inventory; (c) Equipment; and (d) General Intangibles. All capitalized terms used herein and not defined have the meaning set forth in the Uniform Commercial Code as in effect in any jurisdiction in which any of the Collateral may at the time be located (the "UCC"). Applicant hereby grants to ABDC an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to ABDC at law and in equity. ABDC may at any time enforce Applicant's rights against Account debtors and Obligors. Applicant has the risk of loss of the Collateral. Applicant will not make any sales, leases or other disposition of any of the Collateral except in the ordinary course of business.
3. Covenants. (a) Applicant certifies that any information provided in the Credit Application or otherwise requested by ABDC is true and complete. (b) Applicant will provide ABDC with such financial information as may be requested by ABDC, and Applicant certifies that any such information will be true and complete. (c) Applicant will immediately notify ABDC of any change in its state of formation; the location or ownership of, or any intent to sell, close or materially modify its business operations; any name change or change of business form; and any legal action that in the event of an unfavorable outcome would jeopardize the ongoing viability of Applicant. (d) Upon reasonable notice, Applicant will allow ABDC or any other third-party engaged by ABDC access to Applicant's premises to inspect the Collateral and Applicant's books and records. (e) Applicant will maintain insurance sufficient to insure the Collateral. (f) Applicant will comply with all applicable laws, including reporting or reflecting discounts, rebates and other price reductions pursuant to 42 USC § 1320a-7b(b)(3)(A) and all ABDC policies. (g) The obligations, representations and covenants of Applicant to ABDC under this Credit Agreement will survive until all Obligations are indefeasibly paid in full. (h) Applicant is responsible for any applicable sales tax and other charges imposed by federal, state, local or foreign governments on manufacture, sales, shipment, import, export or use of products or services (other than ABDC's income taxes). Applicant will provide applicable exemption certificates to ABDC.
4. Events of Default. The occurrence of any of the following will be an Event of Default under this Credit Agreement: (a) Applicant fails to pay when due any amount owing to ABDC or its affiliates; (b) Applicant fails to comply with any of the provisions or covenants of this Credit Agreement or any other agreement now existing or hereafter entered into between Applicant and ABDC or its affiliates; (c) Applicant makes any representation or warranty in this Credit Agreement, the credit application to which it is attached, any other agreement now existing or hereafter entered into between Applicant and ABDC or its affiliates, or in any financial statement delivered to ABDC or its affiliates that is untrue or incomplete in any aspect that ABDC or its affiliates deems to be material; (d) Applicant transfers or disposes of any of the Collateral other than in the ordinary course of business; (e) Applicant, voluntarily or involuntarily, becomes subject to any proceeding under the Bankruptcy Code or any insolvency or receivership proceeding under federal or state law; (f) Applicant discontinues in the business presently operated by it for a period of more than ten (10) consecutive days; (g) The death or incapacity of Applicant (if applicable), or any guarantor of the Obligations or the dissolution or liquidation of Applicant; (h) The sale or transfer of the business of Applicant, in whole or in part, or a "Change in Control" in Applicant; or (i) ABDC determination there has been a material adverse change in the business, or financial condition of Applicant or any guarantor of the Obligations or the occurrence of an event expected to result in such a material adverse change. "Change in Control" means the sale or other transfer of 25% or more of Applicant's assets; or the voting equity or other voting interest in Applicant.
5. Remedies Upon Default. Upon the occurrence of an Event of Default, ABDC may (a) accelerate and declare all Obligations immediately due and payable without demand or notice; (b) exercise all rights and remedies of a secured party under the UCC; and (c) exercise all other rights and remedies available to ABDC at law or in equity. Without limiting ABDC other legal rights, ABDC may exercise a right of setoff against amounts due Applicant from ABDC or any of its affiliates. The rights and remedies provided in this Credit Agreement, in any other agreement between ABDC and Applicant or afforded by law or equity are cumulative and may be exercised concurrently, independently or successively. ABDC will not be deemed to have elected or waived any other remedies by the exercise of one or more remedies.
6. Costs and Expenses. Applicant agrees to pay all reasonable attorney fees and expenses or costs incurred by ABDC in enforcing its rights to collect amounts due from Applicant and, until paid, such fees, expenses and costs will be additional Obligations under this Credit Agreement.

7. Equal Credit Opportunity Act. 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, 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.
8. Time to Assert Claims, Limitation on Damages. Any claim against ABDC will be barred unless commenced within one (1) year from the date the cause of action has accrued. ABDC will not be liable for special, incidental or consequential damages of any type.
9. Governing Law. This Credit Agreement is governed by the internal laws and regulations of the Commonwealth of Pennsylvania, without reference to conflict of laws principles.
10. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS CREDIT AGREEMENT.
11. Successors and Assigns. This Credit Agreement is for the benefit of, and binds the heirs, successors and assigns of, each party; provided, however, Applicant may not assign this Credit Agreement without the prior written consent of ABDC.
12. Complete Agreement. This Credit Agreement cannot be modified except by writing and signed by the party or parties to be bound. Nothing herein is intended to amend the terms of any outstanding loan transaction between Applicant and ABDC or to in any way diminish, relinquish or terminate any of ABDC rights to previously-provided collateral intended to secure any obligations of Applicant to ABDC or its predecessors including, without limitation, any guaranty, letter of credit or other forms of collateral. If any provision of this Credit Agreement is held to be invalid, illegal or unenforceable under any applicable law, such term, covenant or condition will be deemed severable and the remainder of this Credit Agreement will be unaffected. This Credit Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Credit Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Credit Agreement.

I/We have read and agree to the terms specified above, certify that all information provided is true and complete and intending to be legally bound hereby, enter into this Credit Agreement on behalf of Applicant. I/We hereby authorize, by signing below, ABDC to order a consumer report related to the Applicant and its business principal(s) to determine credit eligibility or otherwise investigate any information, reference, statements, credit reports or other information obtained with respect to Applicant as ABDC deems appropriate.

Name of Applicant (Business Legal Name)

Name of Authorized Representative

Authorized Signature

Title

Date

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### **Personal Guaranty**

Each undersigned principal of Applicant (as defined in the herein Credit Agreement), by reason of his or her financial interest in Applicant and as an inducement for AmerisourceBergen Drug Corporation ("ABDC") to extend credit to Applicant, and intending to be legally bound, hereby jointly and severally, irrevocably and unconditionally guarantee, as sureties, to ABDC and its successors and assigns the prompt and full payment (and not merely the ultimate collection) and performance of all Obligations (as defined in the herein Credit Agreement) of Applicant to ABDC, whether now existing or hereafter arising. Each undersigned further agrees that his or her liabilities and obligations under this guaranty will be primary, absolute and unconditional, irrespective of, and unaffected by: (a) the genuineness or enforceability of any future amendment or change in this guaranty, any agreement between ABDC and Applicant or any other agreement to which any undersigned or Applicant is or may become a party; (b) the absence of any action to enforce this guaranty or any other document evidencing or securing the Obligations or the waiver or consent by ABDC with respect to any provision hereof or thereof; (c) the existence, value or condition of, or the failure to perfect ABDC lien on any Collateral for the Obligations (including any Collateral under the herein Credit Agreement) or any action or failure to act by ABDC with respect to any such collateral; (d) the insolvency of Applicant; or (e) any other action or circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or a guarantor. Each undersigned authorizes ABDC and any credit agency or other service engaged by ABDC to obtain and verify any reference, statement, credit report or other information about him or her that ABDC deems appropriate. Each undersigned waives any and all rights of subrogation, reimbursement, indemnification and contribution and any other rights and defenses that are or may be available to any undersigned, including defenses based upon statutes or rules of law providing for the marshalling of assets, changes in the principal obligation or those of another guarantor or surety and an inability to participate in, or the benefit of, any collateral for the Obligations now or hereafter held by ABDC. Paragraphs 8 (Limitation on Damages), 9 (Governing Law) and 12 (Complete Agreement) of the Credit Agreement are hereby incorporated in this guaranty as if set forth at length and, in each case, all references in such paragraphs to the Applicant or parties will be deemed to include the undersigned and all references to the Credit Agreement will be deemed to include this guaranty.

THE PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS GUARANTY OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

Guarantor's Signature

Name of Guarantor

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Address, City, State, Zip

Phone #

Date

Spouse's Signature

Name of Spouse

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Address, City, State, Zip

Phone #

Date

**Please email completed form to your sales representative or [SalesAdmin@SmartSourceRx.com](mailto:SalesAdmin@SmartSourceRx.com)**

# Payment Terms & Method

For Accounts with Approved Credit Line



SmartSource is a business unit of AmerisourceBergen Drug Corporation, a national distributor of generic, branded and OTC pharmaceuticals. We provide unparalleled access to affordable products that help you deliver the highest quality care to your patients. Welcome to the SmartSource family.

## Account Information

Name of Applicant (Business Legal Name)	D/B/A (if doing business under a different name)		
Address	City	State	Zip
Email	SmartSource Account # (if available)		
Phone #	Fax #	Referred By (Pharmacy Name/Account #)	

To select and authorize payment terms and method, please complete sections 1-5 below.

**Section 1:** Select request type:                      New Payment Terms                      Change Current Payment Terms

**Payment Terms: Monthly, Net 10 Days** Purchases invoiced from the 1st through the end of the month are due by the 10th of the next month.

AmerisourceBergen Drug Corporation ("ABDC") may change available payment terms from time to time. ABDC may adjust Price of Goods for different payment terms to reflect ABDC cost of funds and any resulting credit risk. Subject to credit approval, Applicant may request changes to payment terms upon thirty (30) days written notice prior to the beginning of a calendar month.

If payment is delinquent, ABDC may, in addition to ABDC's right to exercise other remedies, withhold any credits or payments to Applicant, assess a per-day late payment fee of the lower of 0.05% (18%/360) or the maximum rate permitted by law on the outstanding balances until paid, beginning on the first (1st) business day after such due date, and may invoice a \$50 processing fee for any dishonored payment.

I have read and agree to the terms specified above. By my signature below, I certify that all information provided is true and complete and intending to be legally bound hereby request the payment terms indicated above on behalf of Applicant.

**Section 2:** Select authorization type:                      Initiate New                      Change Current                      Discontinue

**Section 3:** Select payment method by checking the appropriate box below and completing the required information:

### Credit Card Authorization

Please enter credit card information directly into SmartSourceRx.com ordering platform after receiving login credentials.

### EFT Authorization for Pre-Arranged Payments

EFT enables you to automatically pay your monthly statement on the statement due date from your bank account. *To initiate or change automated bank payments, please provide bank account information in the below section and authorize by signing below.*

### Biller Direct

Biller Direct enables you to pay specific invoices on the date you select from your bank account using our portal. *To initiate or change Applicant-initiated payments authorized via our Biller Direct portal available on the SmartSourceRx.com ordering platform, please provide bank account information in the below section and authorize by signing below.*

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**Section 4:** Provide Bank Account Information for EFT and Biller Direct Methods Only.

Please attach either 1) a voided blank check OR 2) a letter on bank letterhead validating the following information: company name, bank account #, and transit routing #. All payments must be received for deposit to SmartSource account by the due date.

Name on Account	Bank Name		
Bank Address	City	State	Zip
Account #	Bank Transit Routing #		

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**Section 5:** Authorize Payment Method.

By my signature below, I hereby authorize ABDC to initiate debit entries against the bank account and the financial institution indicated above ("Bank") to debit the same to such account per the above payment terms. I agree to notify and/or authorize my Bank to accept future EFT or Biller Direct withdrawals from ABDC. In order to validate my account, I hereby authorize ABDC to withdraw a penny debit amount before any funds may be withdrawn from my account. This authorization will continue in effect until it is revoked by my written notice to ABDC at EFT@SmartSourceRx.com. Any such notification to ABDC shall be effective only with respect to entries initiated by ABDC after receipt of notification and a reasonable opportunity to act upon it. Any such notification to Bank shall be effective only with respect to entries debited to my (our) account by Bank after receipt of such notification and a reasonable time to act upon it.

Authorized Signature

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Print Name	Title	Date
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**Please email completed form to your sales representative or [SalesAdmin@SmartSourceRx.com](mailto:SalesAdmin@SmartSourceRx.com)**

# Multi-State Sales Tax Exemption Certificate



The undersigned Purchaser hereby certifies that it is licensed under the laws of the state(s) below, and holds the sales tax license or registration numbers there enumerated, and that for all tangible property purchased from, AmerisourceBergen Drug Corporation, 1300 Morris Dr, Chesterbrook, PA 19087 (Seller), the Purchaser is exempt from sales and/or use tax for the following reason: *resale in the regular course of business.*

Purchaser is principally engaged in the business of *pharmacy and drug store.*

The merchandise purchased from Seller is *pharmaceuticals, medical supplies and health and beauty care related products.*

This certificate shall be part of each order given by Purchaser from and after the effective date hereof, unless such order shall otherwise specify. This certificate shall continue in full force and effect unless and until revoked in writing by Purchaser. Purchaser understands and agrees that if it uses any property purchased tax free under this certificate in a manner that would not exempt the sale from tax, it becomes the user or consumer of such property, and as such, assumes liability for any tax, penalty and interest thereon.

Under penalty of perjury, I swear that I am authorized to make the representations contained herein and that the information on this form is true and correct as to every material matter.

Name of Purchaser (Business Legal Name)

Authorized Signature

Name of Authorized Representative

Title

Date

Address

City

State

Zip

This certificate is only valid as to the states indicated for which exemption or resale numbers are entered. Purchaser will be billed the appropriate state tax for all other jurisdictions.

# Multi-State Sales Tax Exemption Certificate

Name of Purchaser (Business Legal Name)

Enter tax exemption or resale number for applicable states.  
Note that FL, LA, and WA must submit state issued certificates.

Alabama		Kentucky		North Dakota	
Alaska	<b>No sales tax</b>	Louisiana	<b>Please submit state certificate</b>	Ohio	
Arizona		Maine		Oklahoma	
Arkansas		Maryland		Oregon	<b>No sales tax</b>
California		Massachusetts		Pennsylvania	
Colorado		Michigan		Rhode Island	
Connecticut		Minnesota		South Carolina	
Delaware	<b>No sales tax</b>	Mississippi		South Dakota	
Dist. of Columbia		Missouri		Tennessee	
Florida	<b>Please submit state certificate</b>	Montana	<b>No sales tax</b>	Texas	
Georgia		Nebraska		Utah	
Hawaii		Nevada		Vermont	
Idaho		New Hampshire	<b>No sales tax</b>	Virginia	
Illinois		New Jersey		Washington	<b>Please submit state certificate</b>
Indiana		New Mexico		Wisconsin	
Iowa		New York		West Virginia	
Kansas		North Carolina		Wyoming	