

Authorized Purchasing Agents: (Please list all individuals authorized to place orders and/or provide valid purchase orders.)

_____	_____	_____
Purchaser	Title	Phone
_____	_____	_____
Purchaser	Title	Phone

TERMS & CONDITIONS

This Credit Application and Agreement is submitted to BDI Pharma, Inc. ("BDI") for the purpose of obtaining credit and agreeing to the terms and conditions for purchase of any products from BDI. The undersigned represents and warrants that all information contained herein is current, correct, and complete and that BDI may rely on such information in deciding to extend or discontinue credit. The undersigned agrees to notify BDI immediately, in writing, of any changes in the foregoing information including, without limitation, any change in the nature of the business, ownership, name or financial condition of the undersigned. BDI may limit or discontinue any credit at its sole discretion at any time.

In consideration for credit to be provided, the undersigned hereby authorizes BDI to request and obtain consumer credit reports on the undersigned in connection with the opening, monitoring, renewal and extension of credit including contacting the Banking and Trade References listed above. The undersigned authorizes those references to release to BDI any information BDI deems necessary. The undersigned authorizes BDI to disclose any and all information to third parties as BDI deems necessary, including but not limited to attorneys, accountants, tax advisors, financial institutions, and insurers, provided that such third parties agree to keep such information confidential.

By executing below, the undersigned confirms and agrees that BDI's Standard Terms and Conditions of Sale for Supply Arrangements ("BDI's Terms and Conditions"), as may be amended from time to time, shall govern and apply to any and all sales of products by BDI to the undersigned, except to the extent that BDI has expressly agreed to different terms in a writing signed by BDI and the undersigned that expressly states an intent to amend BDI's Terms and Conditions. BDI's Terms and Conditions are expressly incorporated by reference herein and are available at www.bdipharma.com/Supply_Terms.pdf. You are encouraged to visit that site periodically to ensure that you have the most current version of BDI's Terms and Conditions. Hard copies are available on request.

Customer has duly and validly taken all action necessary to approve and authorize the execution of this Agreement and to consummate the transactions contemplated herein. When executed and delivered, this Agreement shall be valid, binding, and enforceable.

Applicant

By: _____

Printed Name of Principal Officer

X _____

Signature of Principal Officer

Date

SECURITY AGREEMENT

To induce BDI to extend credit to Applicant, Applicant hereby grants to BDI a security interest in all personal property of the Applicant, wherever located and whether now owned or hereafter acquired:

All goods, equipment, inventory, accounts, accounts receivable, 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; and all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the **"Collateral"**).

This agreement secures all obligations of Applicant to BDI, whether now existing or hereafter arising. The secured obligations include without limitation, principal, interest, service charges, costs, attorney's fees, or other amounts, matured or unmatured or obligations to make payment for all merchandise or services purchased by Applicant from or on the credit of BDI, and any obligations, debts and liabilities of any nature owing to BDI whether evidenced by this or any other agreement or arrangement between Applicant and BDI, whether any such obligations are now or hereafter evidenced by open account, promissory notes or other documents, whether any such obligations have been directly or indirectly acquired by BDI and irrespective of any guarantees or other security now or hereafter given for any such obligations.

APPLICANT:	BDI PHARMA:
X _____	_____
By: Authorized Signatory	By: BDI Pharma signature
_____	_____
Its: Officer Title	Its: Officer Title

PERSONAL GUARANTOR

The undersigned Principal(s) of Applicant, by reason of their interest in Applicant and as an inducement for BDI to extend credit to Applicant, hereby personally, jointly and severally, irrevocably, and unconditionally guarantee to BDI and its subsidiaries, affiliates and successors, and assigns (each a Guaranteed Party) the prompt and full payment (and not merely the ultimate collectability) and performance of all obligations of Applicant to each Guaranteed Party, whether now existing or hereafter arising, including any payments made to BDI that are subsequently avoided in bankruptcy or recovered from BDI for any reason. This is a continuing guarantee and the obligations of the undersigned may not be revoked or limited. This guaranty shall be governed by the laws of the State of South Carolina.

THE UNDERSIGNED PERSONAL 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 BDI FROM TIME TO TIME AS BDI MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

X _____

By: PERSONAL GUARANTOR SIGNATURE

By: PERSONAL GUARANTOR SIGNATURE

By: PERSONAL GUARANTOR SIGNATURE

By: PRINTED NAME OF PERSONAL GUARANTOR

Date

By: PRINTED NAME OF PERSONAL GUARANTOR

Date

By: PRINTED NAME OF PERSONAL GUARANTOR

Date

COMPANY GUARANTOR

The Guarantor, by reason of its interest in Applicant and as an inducement for BDI to extend credit to Applicant, hereby jointly and severally, irrevocably, and unconditionally guarantees to BDI and its subsidiaries, affiliates and successors, and assigns (each a Guaranteed Party) the prompt and full payment (and not merely the ultimate collectability) and performance of all obligations of Applicant to each Guaranteed Party, whether now existing or hereafter arising, including any payments made to BDI that are subsequently avoided in bankruptcy or recovered from BDI for any reason. This is a continuing guaranty and the obligations of the Guarantor may not be revoked or limited. This Guaranty shall be governed by the laws of the State of South Carolina.

The undersigned represents, warrants, and covenants that it is an officer of the Guarantor and, as such, has the actual authority to execute this Guaranty on behalf of the Guarantor. The Guarantor shall execute any additional documents necessary to cause this Guaranty to remain in full force and effect until the Guaranty is canceled or terminated in a writing signed by BDI.

THE GUARANTOR ACKNOWLEDGES THAT ITS CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY AGREES TO PROVIDE BDI WITH ALL FINANCIAL INFORMATION, INCLUDING AUDITED FINANCIAL STATEMENTS, FROM TIME TO TIME AS BDI MAY DEEM NECESSARY IN ITS CREDIT EVALUATIONS.

Legal Name of Guarantor (include Inc., LLC, LLP or other designation as appropriate)

Registered Address of Guarantor

X _____
OFFICER SIGNATURE _____
Date

PRINTED NAME OF OFFICER

ADDITIONAL SHIPPING INFO (if applicable)

For each additional shipping address, please provide copies of:

(i) Valid DEA and (ii) Valid physician or pharmacy license

Name

Shipping Address

City, State, County, Zip

Phone Fax

Email

Contact Name

Health Industry Number (HIN#)

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Name

Shipping Address

City, State, County, Zip

Phone Fax

Email

Contact Name

Health Industry Number (HIN#)

Effective 5.12.2015