



MMS 1900142
Amendment # 4
Exhibit A

44000 Winchester Road
Temecula, CA 92590
(800) 843-7477

FFF Enterprises, Inc. New Account and Credit Application Form
Please read all information carefully

1. Account Information

Legal Business Name _____ DBA Name _____

Delivery Address*

Street _____ City _____ State _____ Zip _____

Attention _____ County _____ Incorporated Unincorporated

Main Phone _____ Fax _____

Contact Name _____ Phone _____ Email _____

Send **Order Confirmation** emails? Yes No Send **Shipment Notification** emails? Yes No

*If you require multiple delivery addresses, please attach a separate sheet with shipping address and acceptable licensing for each facility.

GPO Is your business part of a GPO (Group Purchasing Organization)? Yes No

If Yes, which affiliation(s)? _____ GPO Member Identification Number _____

Acceptable Licensing Federal and state laws require FFF to verify licensing to purchase prescriptions or products labeled "Rx Only." License

Type: _____ License No.: _____ Exp. Date: _____

Do you plan to purchase controlled substances? Yes* No

*If Yes, please provide a copy of your DEA and if applicable, state specific controlled substance licensing. Upon completion of the account setup, a SOM Customer Questionnaire will be sent to you.

Classification/Identification

Facility Type* _____ Class of Trade _____

*Physicians - Requires guarantee to be completed

To assist with manufacturer facility identification, please provide a: DEA license _____ or HIN number _____

2. Financial Information

Invoice Address Same as the Delivery address

Street _____ City _____ State _____ Zip _____

Statement Address Same as the Invoice address Same as the Delivery address

Street _____ City _____ State _____ Zip _____

A/P Contact Name _____ Phone _____ E-mail _____

Invoicing Preference

Print Email Both Email address*: _____

*If you require multiple email addresses, please attach a separate sheet with the email address for each shipping address.

Estimated Monthly Purchase (please check the appropriate box)

- \$0 - \$5,000 \$20,001 - \$50,000 \$100,001 - \$250,000 \$500,001 - \$1,000,000 \$2,000,001 - \$5,000,000
- \$5,001 - \$20,000 \$50,001 - \$100,000 \$250,001 - \$500,000 \$1,000,001 - \$2,000,000 \$5,000,001 +

Additional Information

Tax Payer Identification _____

Are there any suits, liens or judgments over \$50,000 filed against applicant? Yes No

Have you ever filed for bankruptcy? Yes* No *If Yes, attach explanation.

Have you ever purchased from FFF Enterprises, Inc. before? Yes No

3. Consignment

Will you be purchasing Ophthalmology products? Yes No

Are you requesting a MinibarRx cabinet? Yes No

Are you requesting a VIPc cabinet? Yes No

If yes was checked for any of the questions above, please provide:

Full Legal Company Name _____

Street _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Please sign the Terms and Conditions on page 2

FFF Enterprises New Account and Customer Credit Application

Please read all information carefully

Terms and Conditions

Terms: This application is submitted to FFF Enterprises Inc. for the purpose of obtaining credit. The undersigned represents and warrants that all information contained herein is current, correct and complete, and that FFF may rely on such information in deciding to extend or discontinue credit. The undersigned agrees to notify FFF immediately, in writing, of any change in the foregoing information including, without limitation, any change in the nature of the business, ownership, licensure, registration name, location of the business, or financial condition.

Payment: Customers wishing to establish a credit account with FFF must complete and sign this application form. Terms of payment for all orders are Net 30 days from the date of invoice, unless otherwise agreed to in writing by the customer and FFF. Prices billed are the prices in effect at the time the customer's order is accepted by FFF. Prices are subject to change without notice. The customer hereby guarantees payment of all debts, accounts and invoices. The customer agrees to pay all debts, accounts and invoices owing to FFF in full accordance with the agreed upon terms of the sale. In the event such debts, accounts or invoices owing are not paid when due, they will accrue late charges at the rate of 1.5% per month or the maximum rate allowed by law, whichever is the lesser rate. The customer hereby agrees to pay all fees and collection costs including attorneys' fees, in the event this account is placed for collection, and waives the privilege of being sued in the customer's county of residence. Earned discounts must be taken at the time of original invoice payment.

Credits and Returns: Credit for returned merchandise will be issued only for items that are authorized for return by FFF, in compliance with FFF's Return Goods Policy. All credits will be reflected in the customer's account to apply toward future purchases. The customer must report any order discrepancies within 48 hours of receipt of product. FFF is not obligated to issue credit on discrepancies not reported within 48 hours.

Orders and Shipping: All orders are shipped FOB Destination, except for expedited service. FFF will only ship to the address shown on a valid State-issued license, Registration Permit and/or license as applicable or as otherwise permitted by law, rule or regulation.

Sales Tax Information: If applicable, the customer will be charged state sales tax until such time as a valid state resale card is filed in our administrative office. There will be no retroactive credits granted for purchases made prior to the receipt. The resale card must contain a description of exempted materials for which resale is allowed in the course of business.

Own Use: Customer represents, warrants and agrees that Customer is purchasing products from FFF for its own use and use by its affiliated healthcare providers in delivering services to patients and not for resale. Customer acknowledges that FFF is relying on this representation in making its decision to sell products to Customer.

FFF ENTERPRISES CHANNEL INTEGRITY PLEDGE

Because FFF's Responsible Distribution Channel provides a secure chain of custody that ensures biopharmaceutical products move only from the manufacturer through a single, ethical distributor to the customer, with no gray area in between;

Because FFF's Responsible Distribution Channel protects the efficacy, integrity and safety of biopharmaceuticals and the health and well-being of patients;

And, because FFF's Responsible Distribution Channel promotes product availability, safety and cost containment;

We therefore pledge to honor FFF's Responsible Distribution Channel, the product safety it ensures, and the primary benefit that Channel Integrity provides: **improved patient safety.**

I hereby warrant and represent that FFF has the authority to bind the Customer to the terms and conditions stated above. Furthermore, the Customer agrees to comply with all conditions stated above and to authorize the release of credit information to FFF Enterprises.



Authorized purchasing agent signature (for legal account name)

Print name and title

Date

Legal account name of facility

Please sign, then send the application and supporting documents to:

E-mail: salesopspecialty@fffenterprises.com

Or

Fax: (951) 240-4504