



New Account Application

*For Questions or help completing this form, you can call your Sales Rep or Customer Service at (888) 811-2634

COMPANY & SHIPPING INFORMATION			
Legal Business Name (Customer)			
D/B/A		Ownership Type	☐ Sole Prop ☐ LLC ☐ Corp
License No		Exp	
GLN		Pharmacy qualifies as a small dispenser under 21 U.S.C. §360eee(20) of the DSCSA ☐ Yes ☐ No	
Seller Permit No			
Authorized Purchaser		☐ Owner/Officer ☐ Pharmacist	
Authorized Purchaser		☐ Owner/Officer ☐ Pharmacist	
Shipping Address			
<i>City, State Zip</i>			
Email		Phone	

BILLING INFORMATION			
Billing Address			
☐ Same as Shipping	<i>City, State Zip</i>		
Billing Contact			
Email		Phone	
		Credit Limit Requested	☐ \$5,000 ☐ \$10,000
		Terms Requested	☐ 3% Net 10 (excludes credit card payments) ☐ Net 30 ^{*XII}

I, the undersigned, have completed this form accurately to the best of my knowledge. I understand that the information provided will be used to establish a business relationship with True Marker Pharmaceuticals, Inc. I have read and understood the terms and conditions outlined in the Standard Terms of Sale Agreement and agree to adhere to them as set forth therein. I further confirm that I am authorized to provide the information and agree to the terms on behalf of the Customer listed above. I have the necessary authority to sign this agreement.

Title

Print Name

Date

Signature



True Marker Pharmaceuticals, Inc – Standard Terms of Sale Agreement

I. This Pharmaceutical Wholesale Standard Terms of Sale Agreement ("Agreement") is entered into by and between True Marker Pharmaceuticals, Inc an Arizona Corporation, with its principal place of business at 4602 E Elwood St, Ste 11, Phoenix, AZ 85040 ("Wholesaler"), and the Customer as identified above (under Company & Shipping Information - "Legal Business Name") and as identified in relevant and subsequent purchase/sales orders ("Customer").

II. Wholesaler agrees to sell, and Customer agrees to purchase pharmaceutical products as described in the purchase/sales order issued by Customer and accepted by Wholesaler. The products shall conform to the specifications agreed upon by both parties.

III. The price of the pharmaceutical products shall be as stated in the applicable invoice. Payment terms and methods shall be as agreed upon in writing by both parties. In the event of any payment delays, interest at the rate of 8% per year may be charged.

IV. Delivery shall be made as specified in the purchase/sales order. Any delivery dates provided are estimates and shall not constitute a guarantee of delivery on that date. Risk of loss and title to the pharmaceutical products shall pass to Customer upon delivery.

V. Customer shall inspect the pharmaceutical products upon delivery and notify Wholesaler of any defects or discrepancies within 7 days of delivery. No returns shall be accepted without prior written authorization from Wholesaler.

VI. Products may be exchanged or returned for a full refund within seven (7) days. Products returned between 8 and 30 days are subject to a 30% restocking fee. No returns are accepted after 30 days. TMP must authorize all returns before shipment. TMP will inspect all returned products, and any products that do not pass TMP's return validation process will not be eligible for a refund. Temperature-controlled products cannot be returned— all sales are final. Expired and short-dated products do not qualify for return credit. Refunds will be issued as credit only, which may be used to offset an outstanding balance or applied toward future purchases. Credits have no cash value and are not redeemable for cash or reimbursement by check. If credit is not used within twelve (12) months from the date of issuance, it will expire and no longer be redeemable. TMP reserves the right to modify or change the return policy from time to time without notice or customer consent; however, the return policy in effect at the time of purchase will govern should there be a conflict. In no event shall Wholesaler be liable for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

VII. Neither party shall be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, strikes, acts of terrorism, war, fire, or natural disasters.

VIII. This Agreement shall be governed by and construed in accordance with the laws of Arizona. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Maricopa County.

IX. Customer acknowledges that any Discounts and/or Rebates set forth herein are structured as a discount consistent with the Federal Anti-kickback statute, including the statutory discount exception (42 U.S.C. §1320a-7b(b)(3)(A)) and the regulatory discount safe harbor (42 C.F.R. §1001.952(h)). Customer agrees to fully and accurately disclose and report any discounts or price reductions provided by Wholesaler in accordance with applicable state and federal laws and payer reimbursement requirements. Customer shall provide information on all discounts and price concessions upon request to Medicare, Medicaid, and other federal or state healthcare programs. Confidential treatment shall be requested for any disclosures made to CMS or Medicare Part D Plans to the extent permitted by law. Customer shall retain invoices and other documentation of discounts received from Wholesaler, and shall make sure documentation is available to state and federal authorities upon request.

X. Wholesaler reserves the right, in its sole discretion, to change a payment term (including imposing the requirement of cash payment upon delivery) or limit total credit, if (i) Wholesaler concludes there has been a material change in the Customer's financial condition or any unsatisfactory payment performance; or (ii) Customer ceases to meet Wholesaler's credit requirements or Wholesaler determines that the Customer is likely to cease meeting such requirements. Upon the occurrence of any of the above-specified events, Wholesaler shall be entitled to suspend or discontinue the shipment of additional orders to Customer. Customer agrees to pay all reasonable attorney fees and expenses or costs incurred by Wholesaler in enforcing its rights to collect any amounts due from the Customer.

XI. *In consideration for granting credit terms of NET 30 or greater to Customer, Guarantor whose name and signature are provided on the page above, hereby personally guarantees the payment of all sums owed to Wholesaler by the Customer arising from purchases and transactions under the Customer's account with the Company. This Guarantee shall remain in full force and effect until all outstanding amounts owed by the Customer to the Company have been fully paid and satisfied. Guarantor expressly acknowledges and agrees that Company may seek payment directly from the Guarantor without resorting to remedies against the Customer, and the Guarantor's liability shall be joint and several with the Customer.

XII. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); 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 CARD AUTHORIZATION FORM

CUSTOMER INFORMATION					
Business Name					
Contact Name					
Address					
City		State		Zip	
Phone			Email		

CREDIT CARD INFORMATION					
Cardholder Name (as shown on card)					
Card Type	☐ Visa	☐ Mastercard	☐ AmEx	☐ Other:	
Card Number					
Expiration Date		CVV		Billing Zip	

Authorization Terms

I, the undersigned cardholder, authorize True Marker Pharmaceuticals, Inc. to keep my credit card information on file and charge my card for **any and all outstanding balances, invoices, or amounts due** on my account, including variable amounts that may occur from month to month based on purchases, services, or fees.

I understand and agree that:

1. True Marker Pharmaceuticals, Inc. will contact me by phone prior to each transaction to request and obtain my verbal authorization for the exact amount and applicable invoice(s) before processing the charge.
2. The exact amount may vary each billing period depending on my purchases and account activity.
3. Charges may be processed on or after the due date of any invoice, unless otherwise agreed in writing.
4. This authorization will remain in effect until I revoke it in writing, and such revocation will not affect changes made prior to receipt of my revocation.
5. I will receive a receipt or invoice for each charge.
6. My card will be stored securely in compliance with applicable data security standards.

Cardholder Signature		Date	
Printed Name			