



NUBRATORI RX

New Account Checklist

When submitting a new account please submit the following items by
fax to (800-537-0857) or email to admin@ventispharma.com

Account Name: : _____

Reference ID: _____

(please include this page when returning account paperwork)

- Pharmacy Profile Questionnaire**
Please verify all questions are completed
- Pharmacy Terms and Conditions of Sale**
- Pharmacy State License(s)**
- Credit Card Form**



NUBRATORI RX

Pharmacy Profile Questionnaire

Pharmacy Name: _____

Pharmacy dba: _____

Address: _____

City, State, Zip: _____

Telephone _____ Fax: _____ Email: _____

Pharmacy License Number: _____ Expiration date: _____

Pharmacist-In-Charge: _____

Does the pharmacy have a website: _____

Number of years owner has operated pharmacy: _____ Number of years at this address: _____

Is the pharmacy licensed in other states/territories? Yes No

If so please indicate each state/territory in which you are licensed and provide copies of each license:

- | | | | | | |
|--|-------------------------------------|---|---|---|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Alaska | <input type="checkbox"/> Arizona | <input type="checkbox"/> Arkansas | <input type="checkbox"/> California | <input type="checkbox"/> Colorado |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Delaware | <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Florida | <input type="checkbox"/> Georgia | <input type="checkbox"/> Hawaii |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Illinois | <input type="checkbox"/> Indiana | <input type="checkbox"/> Iowa | <input type="checkbox"/> Kansas | <input type="checkbox"/> Kentucky |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Maine | <input type="checkbox"/> Maryland | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Michigan | <input type="checkbox"/> Minnesota |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Missouri | <input type="checkbox"/> Montana | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Nevada | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> New Jersey | <input type="checkbox"/> New Mexico | <input type="checkbox"/> New York | <input type="checkbox"/> North Carolina | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Oklahoma | <input type="checkbox"/> Oregon | <input type="checkbox"/> Pennsylvania | <input type="checkbox"/> Rhode Island | <input type="checkbox"/> South Carolina | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Tennessee | <input type="checkbox"/> Texas | <input type="checkbox"/> Utah | <input type="checkbox"/> Vermont | <input type="checkbox"/> Virginia | <input type="checkbox"/> Washington |
| <input type="checkbox"/> West Virginia | <input type="checkbox"/> Wisconsin | <input type="checkbox"/> Wyoming | <input type="checkbox"/> Virgin Islands | <input type="checkbox"/> Puerto Rico | |

Does your pharmacy do any institutional/closed door business: YES NO

What is the pharmacy's primary customer base?

Community Geriatric Pediatric Worker Comp Pain Other: _____

How many scripts are processed in one (1) business day? _____

Is the pharmacy engaged in conducting business on the internet by accepting and filling prescriptions over the internet without patient interaction? YES NO

Has the pharmacy license ever been revoked, suspended, reprimanded, restricted, or placed on probation by a medical Licensing Board or other entity? YES NO

Have the pharmacy ever had an application to practice pharmacy been denied or refused by another licensing board or other entity? YES NO

Is the pharmacy currently under investigation or the subject of pending disciplinary action by any licensing board, health care facility or other entity? YES NO

Is the pharmacy license currently restricted in any way or have you ever been fined by any licensing board or other entity? YES NO

Have any of the corporate officers or the PIC ever been convicted of a crime relating to the distribution of prescription drugs or a violation of any federal or state law? YES NO

If yes, please explain:

By signing below, Pharmacist-In-Charge represents and certifies that all information in this Application is complete, accurate and truthful

Pharmacist-In-Charge's Name

Pharmacist-In-Charge's Signature

Date

Pharmacy Designation of Authorized Agent(s)

I do not authorize anyone to act on my behalf at this time. I will place my own orders.

I authorize my agent(s) to place orders on my behalf.

Designated Agent(s):

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

I prefer electronic invoices. Email address: _____

I prefer paper invoices. Address: _____

I certify that all the information I have provided is true, complete and correct.

Pharmacist-In-Charge's Name

Pharmacist-In-Charge's Signature

Date

I do not authorize anyone to act on my behalf at this time. I will receive and make payment on my own invoices.

I authorize my agent(s) to receive and make payment on invoices on my behalf.

Designated Agent(s):

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

• Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

Original invoices will be sent to the pharmacy, a copy of all invoices can be sent to the following address for accounting and payment if provided below:

I prefer electronic invoices. Email address: _____

I prefer paper invoices. Address: _____

I certify that all the information I have provided is true, complete and correct.

Pharmacist-In-Charge's Name

Pharmacist-In-Charge's Signature

Date



PHARMACY TERMS AND CONDITIONS OF SALES

Following are the Terms and Conditions of all sales and transactions between Nubtratori Rx and pharmacies, all hereinafter collectively referred to as "Pharmacy." By signing below, Pharmacy acknowledges and agrees that all transactions between Pharmacy and Nubtratori Rx are subject thereto:

- 1. Pharmacy acknowledges that all Nubtratori Rx products are not be to re-sold. Pharmacy can only dispense or administer Nubtratori Rx products to its own patients. _____ (initial)
2. Pharmacy acknowledges that all orders placed for Nubtratori RX products are for patients that the provider believes will have a significant clinical difference over other commercial products on the market
3. Pharmacy agrees NOT to alter or tamper with the labeling or packaging of any Nubtratori Rx product.
4. Pharmacy understands and agrees that pricing for Nubtratori Rx products are subject to change without prior notice.
5. Pharmacy understands and agrees that some Nubtratori Rx products are only sold in case sizes/quantities
6. Pharmacy agrees to report any order discrepancies within two (2) business days.
7. Pharmacy agrees that any unused, expired, or unwanted Nubtratori Rx products are to be disposed of according to all local, state and federal laws or regulations applicable to their licensure and the jurisdiction in which they conduct business.
8. Pharmacy acknowledges that Nubtratori Rx Products cannot be returned.
9. Pharmacy must strictly abide by and observe all shipping, storage, return and non-circumvention policies of Nubtratori Rx, and Pharmacy further agrees to store and handle all products in proper and appropriate conditions and temperatures as per manufacturer labeling, industry custom, and applicable laws and regulations concerning such.
10. Pharmacy agrees to observe and abide by all local, state and federal laws, rules and regulations applicable their licensure and jurisdictions in which they conduct business.
11. Pharmacy agrees to indemnify and hold Nubtratori Rx harmless for all losses or damages suffered as a result of violations of these Terms and Conditions, or as a result of violation of any local, state or federal law or regulations concerning the possession, administering or dispensing of Nubtratori Rx products
12. Pharmacy represents and confirms that it is fully insured for any liability or loss that may arise in connection with the purchase, possession, administering or dispensing of Nubtratori Rx products.
13. Pharmacy agrees NOT to display any Nubtratori Rx product on their website or other electronic medium without Nubtratori Rx's prior written consent.
14. Pharmacy agrees NOT to use or disseminate any marketing material concerning or advertisement relating to Nubtratori Rx products without the prior, written consent of Nubtratori Rx prior to such use.
15. Pharmacy understands and acknowledges that in certain circumstances certain Nubtratori Rx products may not be available due to manufacturing back-order issues beyond the control or scope of Nubtratori Rx.
16. Pharmacy shall NOT attempt to, or actually, copy, imitate, or create any products similar, same as, or competitive against those offered by Nubtratori Rx.
17. Pharmacy is fully aware and acknowledges that all Nubtratori Rx products are protected by patents and/or pending patents, and all labeling and marketing material is protected by copyright and/or trademark, and, further, Pharmacy specifically agrees NOT to violate such patents, trademarks or copyrights, nor to engage in any activity inconsistent therewith by attempting to, or actually, copying or imitating any Nubtratori Rx product, labeling, or marketing material.
18. All orders must be pre-paid by Pharmacy prior to shipping from Nubtratori Rx's facility. For orders under \$5,000, a credit card is acceptable means of payment. For orders over \$5,000, 50% non-refundable deposit shall be wired at time of order and the balance must be wired by Pharmacy to Nubtratori Rx prior to shipping.
19. Accounts qualify to submit an application for credit after being established with Nubtratori Rx for at least six months. Credit will be granted or denied pursuant to the unfettered discretion of Nubtratori Rx, and subject to these Terms and Conditions, and any breach or violation of these Terms and Conditions by Pharmacy shall also constitute a breach and violation of credit extended to Pharmacy. Nubtratori Rx requires one or more personal guarantees for the extension of credit to Pharmacy and to guarantee Pharmacy's strict adherence to these Terms and Conditions.
20. Nubtratori Rx reserves the right to accept or reject any order. Furthermore, Nubtratori Rx reserves the right to cancel any order or account at any time, without recourse, and pursuant to its unfettered discretion.
21. Nubtratori Rx retains the right to change, modify or alter its Terms and Conditions of Sales at any time.
22. Any and all dispute arising from, or relating to, any sale or transaction between Pharmacy and Nubtratori Rx, or arising from or relating to these Terms and Conditions of Sales, shall be governed by California law and be brought exclusively in the Superior Court of California, County of Los Angeles. The prevailing party in such dispute, action or proceeding shall be entitled to their attorneys' fees and costs, in addition to any other relief allowed by law or so granted by the court.

IT IS SO AGREED:

Nubtratori Rx Date:_____

By: Robert Nickell

Its: CEO

(Signature) Date:_____

By: _____
(Print name)

Its: _____
(Corporate/organizational capacity or title of signer)



NUBRATORI RX

381 Van Ness Ave Suite 1507, 1508
Torrance, CA 90501
P. 310.218.4153 F. 310.347.4338

Account Name: _____

A.P Contact: _____ Phone Number: _____

Email Address: _____

Select Payment Type: Visa MasterCard American Express

Credit Card Account Number

Expiration Date

Security Code

I hereby request and authorize Nubrotori RX to apply payments of all invoices to the credit card listed above. Card member agrees to perform to obligations set forth in the Card member's agreement with the issuer. All sales are final. Errors must be reported to Nubrotori RX within 72 hours of receipt for exchange. Payments are applied on date of shipment.

Cardholders Signature

Date

BILLING INFORMATION FOR CREDIT CARD

Company Name

Street Address & Suite # (Address for billing)

City, State, Zip Code

Telephone

Fax Number