ENDURA-KIT

VENTIS PHARMA

# 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)

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

NUBRATORI RX

Provider Profile Questionnaire

Providers Name: _____

Facility Name: _____

Address: _____

City, State, Zip: _____

Telephone: (_____)_____ Fax: (_____)_____ Email: _____

State and License Number: _____ Expiration Date: _____

Type of Practice: _____

Are you licensed in other states? ☐ YES ☐ NO

If yes, please list each state you currently hold a license in: (Please provide a copy of **each** license)

_____

_____

Please provide the facility name(s) and address(es) for all locations you practice at and will be purchasing and dispensing pharmaceutical items:

_____

_____

_____

_____

_____

**Physician's Facility Information:**
**(Please complete all questions as questionnaires with blank answers will not be processed)**

How many patients do you see in a day? _____

How many patients do you see each month? _____

How are medications stored in your office? _____

Are you engaged in conducting business on the internet by accepting and filling prescriptions over the internet without patient interaction? ☐ YES ☐ NO

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

Has your medical license ever been revoked, suspended, reprimanded, restricted, or placed on probation by a medical licensing board or other entity? ☐ YES ☐ NO

Have you ever had an application to practice medicine denied or refused by another medical licensing board or other entity? ☐ YES ☐ NO

Have you ever voluntarily surrendered a medical license, controlled substance registration or DEA registration? ☐ YES ☐ NO

Have you ever resigned from any hospital, institution or health care facility in lieu of disciplinary action? ☐ YES ☐ NO

Are you currently under investigation or the subject of pending disciplinary action by any medical licensing board, health care facility or other entity? ☐ YES ☐ NO

Is your medical license currently restricted in any way or have you ever been fined by any medical licensing board or other entity: ☐ YES ☐ NO

Have you ever discontinued the practice of medicine for any reason for one month or more? ☐ YES ☐ NO

Have you ever been arrested, indicted, or convicted, plead guilty, or pled nolo contendere for violation of any federal, state, or local law (other than a minor traffic violation)? ☐ YES ☐ NO

Have you ever been known by any other name or surname? ☐ YES ☐ NO

If you answered "yes" to any of the questions above, please give a brief description:

_____

_____

_____

By signing below, Provider represents and certifies that all information in this Application is complete, accurate and truthful

_____ _____

Providers Name Providers Signature

_____ _____

Title Date

## Physicians 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: _____

- Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

- Name: _____ Title: _____

Signature: _____ Date: _____

Email address: _____

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

_____ _____

Providers Name Providers Signature

_____ _____

Title 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 provider, 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.

_____ _____

Providers Name Providers Signature

_____ _____

Title Date

NUBRATORI RX

**MEDICAL PROVIDER TERMS AND CONDITIONS OF SALES**

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

1. Provider acknowledges that all Nubratori Rx products are for office use only and not be to re-sold. Provider can only dispense or administer Nubratori Rx products to its own patients. _____ (initial)
2. Provider acknowledges that all orders placed for Nubratori RX products are for patients that the provider believes will have a significant clinical difference over other commercial products on the market.
3. Provider agrees NOT to alter or tamper with the labeling or packaging of any Nubratori Rx product.
4. Provider understands and agrees that pricing for Nubratori Rx products are subject to change without prior notice.
5. Provider understands and agrees that some Nubratori Rx products are only sold in case sizes/quantities.
6. Provider agrees to report any order discrepancies within two (2) business days.
7. Provider agrees that any unused, expired, or unwanted Nubratori 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. Provider acknowledges that Nubratori Rx products cannot be returned.
9. Provider must strictly abide by and observe all shipping, storage, return and non-circumvention policies of Nubratori Rx, and Provider 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. Provider agrees to observe and abide by all local, state and federal laws, rules and regulations applicable to their licensure and jurisdictions in which they conduct business.
11. Provider agrees to indemnify and hold Nubratori 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 Nubratori Rx products.
12. Provider 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 Nubratori Rx products.
13. Provider agrees NOT to display any Nubratori Rx product on their website or other electronic medium without Nubratori Rx's prior written consent.
14. Provider agrees NOT to use or disseminate any marketing material concerning or advertisement relating to Nubratori Rx products without the prior, written consent of Nubratori Rx prior to such use.
15. Provider understands and acknowledges that in certain circumstances certain Nubratori Rx products may not be available due to manufacturing back-order issues beyond the control or scope of Nubratori Rx.
16. Provider shall NOT attempt to, or actually, copy, imitate, or create any products similar, same as, or competitive against those offered by Nubratori Rx.
17. Provider is fully aware and acknowledges that all Nubratori 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, Provider 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 Nubratori Rx product, labeling, or marketing material.
18. All orders must be pre-paid by Provider prior to shipping from Nubratori 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 Provider to Nubratori Rx prior to shipping.
19. Accounts qualify to submit an application for credit after being established with Nubratori Rx for at least six months. Credit will be granted or denied pursuant to the unfettered discretion of Nubratori Rx, and subject to these Terms and Conditions, and any breach or violation of these Terms and Conditions by Provider shall also constitute a breach and violation of credit extended to Provider. Nubratori Rx requires one or more personal guarantees for the extension of credit to Provider and to guarantee Provider's strict adherence to these Terms and Conditions.
20. Nubratori Rx reserves the right to accept or reject any order. Furthermore, Nubratori Rx reserves the right to cancel any order or account at any time, without recourse, and pursuant to its unfettered discretion.
21. Nubratori 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 Provider and Nubratori 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:

_____ Date:_____
Nubratori Rx

By: Robert Nickell

Its: CEO

_____ Date:_____
(Signature)

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 Nubratori 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 Nubratori 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