



Business General Information

Legal Name _____
Trade Name/DBA _____
Billing Address _____
City _____ State _____ Zip _____ Country _____
Phone _____ Fax _____
Website URL: _____
Shipping Address _____
City _____ State _____ Zip _____ Country _____

Business Contact Information

Accounts Payable Contact _____
Phone _____ Fax _____ Email _____
Purchasing Contact _____
Phone _____ Fax _____ Email _____
Business Type [] Proprietorship [] Partnership [] LLC [] Corp [] Other: _____
Who is financially responsible for payment (if different than above): _____
List all other Names under which you have operated or are currently operating: _____
Federal Tax ID _____ D-U-N-S Number _____

How long has the business been under present ownership? _____

GPO Affiliation: _____

Tax Exemption Status (Please check one): [] Exempt [] Non-Exempt Received _____ Initial _____ Date _____
If Tax Exempt, a valid Tax Exemption certificate must be provided with this form Document #

Are there currently any Suits, Liens, or Judgments filed against Applicant or its business, and/or had Applicant of Its business ever filed for Bankruptcy? [] No [] Yes Please Describe _____

Will Goods purchased be Resold: [] No [] Yes [] Re-manufactured [] Internationally

Payments to be made by: [] Check [] ACH [] Credit Card [] Other: Please Describe _____

Invoices to be provided by: [] Mail [] Email/PDF Email Contact Needed _____

Estimated Monthly Purchases _____ Estimated initial Purchase _____

Terms: [] Net 10 [] Net 30 Tracings: [] No [] Yes



Credit/Trade References

Company Name _____

Address _____

City _____ State _____ Zip _____ Country _____

Contact Name _____ Email _____

Company Name _____

Address _____

City _____ State _____ Zip _____ Country _____

Contact Name _____ Email _____

Company Name _____

Address _____

City _____ State _____ Zip _____ Country _____

Contact Name _____ Email _____

Bank Reference

Name of Bank _____ Account # _____

Address _____

You are submitting this application to MedZon Health™

Your signature below indicates that you are an owner, officer, or authorized buyer of Applicant and Applicant agrees to the attached Terms and Conditions. In addition, each of the undersigned ("Applicant") specifically represents to MedZon Health™, including its subsidiaries and/or affiliates, and to MedZon Health™ or potential agents, brokers, processors, attorneys, insurers, servicers, service providers, successors and assigns ("Seller") and agrees and acknowledges that: (1) the products will not be used for any illegal or prohibited purpose or use; (2) all statements made in this application are made for the purpose of obtaining an extension of credit for business purposes, and not for any personal, family or household purposes; (3) Seller may verify or reverify any information contained in the application from any source named in this application, and Seller may retain the original and/or an electronic record of this application, even if the extension of credit is not approved; (4) Seller may continuously rely on the information contained in the application, and Applicant is obligated to amend and/or supplement the information provided in this application if any of the material facts that Applicant have represented herein should change prior to any sale; (5) Applicant's transmission of this application as an "electronic record" containing Applicant's authorized representative's "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or Applicant's facsimile transmission of this application containing a facsimile of Applicant's authorized representative's signature, shall be as effective, enforceable and valid as paper version of this application were delivered containing an original written signature.

Print Name

Title

Authorized Signature (electronic is accepted)

Date

TERMS AND CONDITIONS

In consideration of the extension of credit by Seller to Applicant, and by signing the Application herein before and made a part hereof, Applicant agrees to the following terms and conditions which terms and conditions are a part of this Application:

1. Upon approval of this Application, Seller, in its sole discretion, and notwithstanding any request of the Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Seller will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing the Applicant's obligations to Seller, all of which are incorporated herein by this reference. Applicant agrees and understands that Seller, at its sole discretion may change the terms and conditions.
3. Payment of the purchase price for goods and/or services acquired from Seller shall be made pursuant to the terms set forth on each Invoice, and Applicant agrees to pay all charges according to the payment terms established in said Invoice. The entire outstanding balance due to Seller on all Invoices shall become due in full immediately upon default in the payment of any Invoice.
4. Applicant agrees to pay interest in the amount of 1-1/2% per month, or the highest rate permitted by law, whichever is less, on any payment considered past due until collected. Applicant agrees to pay all costs of collection incurred by Seller, including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.
5. If this Application is not approved in full, or if any other adverse action is taken with respect to Applicant's credit with Seller, Applicant has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that Applicant has the capacity to enter into a binding contract); because all or part of Applicant's income derives from any public assistance programs; or because Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
6. Applicant hereby agrees to immediately notify Seller of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.
7. Applicant agrees to neither order nor accept goods from Seller while Applicant is insolvent within the meaning of Section 1-201(23) of the Uniform Commercial Code. Every order placed, or delivery accepted, while the Applicant is insolvent shall constitute a written misrepresentation of solvency to Seller within the meaning of Section 2-702(2) of the Uniform Commercial Code.
8. Seller and Applicant agree that any litigation of or concerning this Application or all transactions pursuant to this Application shall only be brought in the state or federal courts in the State of California. This Application and all transactions made pursuant to this Application shall be governed by the laws of the State of California regardless of the

choice of law rules thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE.

9. APPLICANT GIVES UP ANY RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF A CLASS IN A CLASS ACTION.

10. JURY TRIAL WAIVER: BOTH PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED HEREON OR RELATING TO THE SUBJECT MATTER OF THIS APPLICATION AND ANY TRANSACTIONS PURSUANT TO THIS APPLICATION.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

12. ARBITRATION. Notwithstanding anything to the contrary in the foregoing paragraph, and in addition thereto, Applicant hereby agrees that Seller may, at Seller's sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application, or any credit extended by Seller to Applicant or any other issue. If Seller chooses arbitration, such controversy or claim shall be arbitrated by the American Arbitration Association in accordance with its Commercial Arbitration rules, and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof. Applicant hereby consents to the arbitration in California. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. The arbitrators may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys' fees.

13. To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a security interest and lien in and to all goods, inventory, equipment, and fixtures sold to Applicant by Seller from time to time, and all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned or hereafter arising or acquired (a) accounts; (b) goods for sale, lease, or other disposition by Applicant which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; (c) chattel paper, electronic chattel paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit, and supporting obligations; (d) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures, and vehicles; (e) investment property; (f) deposits, cash and cash equivalents, and any property of applicant now or hereafter in the possession, custody or control of Seller; (g) deposit accounts held with any depository institution; (h) all other personal property of applicant of any kind or nature; and (i) all commercial tort claims (collectively, the "Products") and all cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Seller under Seller's payment terms with Applicant. Applicant shall execute and deliver to Seller, at any time and from time to time, all agreements, instruments, documents, and other written matter (the "Supplemental Documentation"), that Seller may request, in form and substance acceptable to Seller, to perfect and maintain perfected Seller's priority security interest and lien in and to the Products and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Applicant, irrevocably, hereby

makes, constitutes and appoints Seller, and all persons designated by Seller for that purpose, as Applicant's true and lawful attorney and agent-in-fact, to sign the name of Applicant on the Supplemental Documentation if required, and to deliver such Supplemental Documentation to such persons as Seller may reasonably elect. Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements, and any other filings or recordings in all jurisdictions where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe the collateral in such financing statements in any manner as Seller determines appropriate.

14. Furthermore, to secure the full and timely payment to Seller of the entire purchase price of all inventory, equipment, goods, supplies, merchandise, and other personal property, now or hereafter acquired by Applicant from Seller or financed by Seller for Applicant, whenever sold, consigned, or delivered, directly or indirectly, to or for the benefit of Applicant, together with all charges and liabilities arising from time to time due to Seller from Applicant in connection with any such purchases (the "Purchase Money Collateral"), Applicant hereby grants to Seller a first position priority purchase money security interest and lien in and to the Purchase Money Collateral, and all additions and accessions to, parts, substitutions for and replacements, products and cash and non-cash proceeds of the Purchase Money Collateral, including, but not limited to, all accounts and all proceeds of all insurance policies insuring the Purchase Money Collateral.

15. Applicant and the person(s) signing this Application or any other document in connection with this Agreement authorize Seller at any time and from time to time to obtain a consumer report, credit report, civil judgment report, and/or criminal background check on each such individual and entity. Each such individual and entity agrees to permit Seller to share the information contained herein, and any other information regarding Applicant, with its affiliates, subsidiaries, and parents and with other entities with which Seller does business.

16. Seller, and the person(s) signing this Agreement or any other document in connection with this Agreement, give its/their express

consent to (a) receive correspondence, marketing materials, run lists, and any other communication from Seller by either fax or email sent to the fax numbers or email addresses provided by Applicant, its officers, directors, shareholders, partners, agents, subcontractors, or employees, and (b) receive calls, including those placed by automatic telephone dialing systems and/or using prerecorded or artificial voices, or text messages at any telephone number provided by Applicant, its officers, directors, shareholders, partners, agents, subcontractors, or employees or otherwise.

17. Applicant agrees that Seller may monitor and record telephone calls regarding Applicant's account to assure the quality of service or for other reasons.

18. The parties agree to comply with the laws, regulations, and requirements of the United States. This includes, without limitation, the applicable export control and economic sanctions laws, regulations, and requirements administered by the Commerce Department's Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control as they may govern the export and re-export of items supplied under these Terms and Conditions. Applicant further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, inter alia, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business. Additionally, the parties agree to comply with all applicable federal, state and local laws and regulations regarding the reimbursement of health care items and services, including, without limitation, 42 U.S.C. 1320a-7b (the Anti-Kick-back Statute) and the regulations promulgated thereunder, as may be amended from time to time.

19. If any provision of this Agreement, whether a paragraph, sentence, or a portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions of this terms and conditions shall remain in full force and effect.

NOTICES

NOTICE TO CALIFORNIA RESIDENTS: Applicant, if married, may apply for a separate account.

NOTICE TO CALIFORNIA RESIDENTS: By signing this credit application, Applicant consents to Seller obtaining a credit report for the purposes of evaluating this application and to obtain subsequent credit reports, in connection with this transaction, for the purpose of reviewing the account, taking collection action on the account, or for any other legitimate purpose associated with the account.

NOTICE FOR NEW YORK AND VERMONT RESIDENTS: Seller may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

NOTICE TO OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR WASHINGTON RESIDENTS: Washington State law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex or marital status. The Washington State Human Rights Commission administers compliance with this law.

NOTICE FOR WISCONSIN RESIDENTS: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.