

CUSTOMER APPLICATION

Customer Information

DVMed Account Manager: _____

Account Number: _____

Referred By (Name, Company, Acct #) _____

Business Name _____

Owner's Name _____

Doctor's Name(s) _____

Billing Address _____

City _____ State _____ Zip _____

Shipping Address _____

City _____ State _____ Zip _____

Telephone Number _____ Fax Number _____

Purchaser _____ E-mail _____

A/P Contact _____ E-mail _____

Tax ID Number _____

Premise License (CA) _____ Expiration Date _____

State License _____ Expiration Date _____

DEA Number _____ Expiration Date _____

WITH THIS APPLICATION PLEASE SUBMIT A COPY OF:

- **THE STATE LICENSE**
- **PREMISES** (if applicable)
- **DEA REGISTRATION**

DV Medical Supply is a family owned and managed national wholesale distributor of pharmaceutical, medical, and surgical supplies. Our mission is to offer quality products at the best price while providing personal and efficient service that exceeds our customers' expectations. Ordering is available via fax, e-mail, phone, online at www.DVMed.com, and online CSOS electronic ordering for CII's. Although our goal is to fulfill all your supply needs, due to market volatility, prices and availability are subject to change. When a product becomes hard to find, our policy is to limit the number allocated to any one customer to ensure a greater disbursement throughout the medical community.

DISCLAIMER: We reserve the right to refuse to do business with anyone including, but not limited to, the following: those who do not possess a valid state medical, veterinary, hospital, pharmacy license or DEA registration (if applicable), those that have had prior convictions, or those not found to be in good standing with their licensing board.

ACCOUNT TERMS & CONDITIONS

Credit Card due prior to shipment, Prepay due prior to shipment OR Terms are net 30 from date of invoice. Unpaid invoices shall bear interest of 1.5% per month or the maximum allowed by law. Customer agrees that if any invoice goes beyond 30 days past due, all invoices become due and payable upon demand and in such cases, if DV Medical Supply deems it necessary to hire outside assistance for recovery, customer agrees to pay all costs of collections, including but not limited to court costs and reasonable attorney fees through and including the appellate level.

Customer agrees to jurisdiction and venue in Los Angeles, California for all disputes relating to or arising from the purchase of products from DV Medical Supply.

Quotation and pricing are subject to change based on the availability of products, as well as price fluctuations by vendors of DV Medical Supply, Inc. All special orders are non-refundable and non-returnable upon placing the order.

In the event there is a shortage or discrepancy found after delivery of products, customer agrees to notify vendor within 48 hours of receipt of goods. After the 48 hour period, customer waives any and all claims with regard to such shortage or discrepancy and agrees to pay invoice in full.

Customer agrees that all sales are final and that goods received are non-returnable.

Should any provision herein be determined to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

The applicant authorizes DV Medical Supply, Inc. to obtain a written or oral report from any reporting agency. Accounts with a past due balance may require C.O.D. or Credit Card only purchase. The name of the responsible financial party must be noted if different from the principal owner.

PERSONAL GUARANTY: DV Medical Supply, Inc. will accept this application, sell and extend credit to the undersigned applicant at such time as the applicant agrees to personally guaranty and assume all of the obligations and responsibilities for any and all debts that the applicant incurs including costs of collection, interest, attorney's fees and court costs in connection with the applicant's purchases from DV Medical Supply, Inc. The account date of approval shall be considered the commencement date and will continue until such time as DV Medical Supply, Inc. acknowledges in writing, the termination of said personal responsibility. The undersigned whereby agrees to notify DV Medical Supply, Inc. of any changes in ownership and affirms that the financial condition of the applicant is satisfactory to meet all of its financial obligations. In the event of any suit for collection, the Applicant and each Personal Guarantor shall consent to the jurisdiction of the Courts of the State of California with venue in Los Angeles, California. All rights to trial by jury shall be waived. By signing this application, the undersigned acknowledges that all of the terms and conditions stated above have been agreed to and that the undersigned assumes personal liability for any payments due on this account.

By submitting this application the undersigned acknowledges that the information provided is accurate and true to the best of their knowledge and agrees to receive faxes and/or emails to the above-listed contact.

Signature of Authorized Corporate Officer, Partner, or Owner

Business Name

Print Name

Title

Date

CREDIT CARD AUTHORIZATION FORM

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Card Type	<input type="checkbox"/> Master Card	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX	
	<input type="checkbox"/> Other				
Cardholder Name (as shown on card)	_____				
Cardholder Title	_____				
Corporate	<input type="checkbox"/> YES	<input type="checkbox"/> NO			
Company Name	_____				
Card Number	_____				
CVV Code	_____				
Expiration Date (MM/YY)	_____				
Cardholder Billing Address	_____				
City	_____	State	_____	Zip	_____
Cardholder Phone Number	_____				

I, _____, authorize DV Medical Supply, Inc. to charge my credit card above for agreed upon purchases. I understand that my information will be saved on file for future transactions on my account.

Cardholder Signature

Print Name

Title

Date

DUE DILIGENCE DEA FORM

This is **MANDATORY** if you will be purchasing Controlled Substances from DV Medical Supply, Inc.

DEA Registration Number _____

DEA Registration Name _____

DEA Registration Address _____

City _____ State _____ Zip _____

PLEASE NOTE:

DV MEDICAL SUPPLY WILL ONLY SHIP CONTROLLED SUBSTANCES TO THE EXACT ADDRESS LISTED ON THE DEA LICENSE. NO EXCEPTIONS.

The Customer agrees that it will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration (DEA), the United States Food and Drug Administration (FDA), and the state into which it distributes controlled substances and the state in which it is licensed. Further, Customer agrees that it will not distribute controlled substances if it suspects these drugs will not be used for a legitimate medical purpose or in the normal course of professional practice.

In addition, Customer agrees that it understands that DV Medical Supply is required by DEA regulations to report to the local DEA Diversion field office any instances of suspicious orders of controlled substances pursuant to DEA guidelines. To this end, Customer will provide to DV Medical Supply any information regarding its distribution of controlled substances which DV Medical Supply may need to evaluate compliance with DEA regulations. DV Medical Supply reserves the right in all cases to limit or eliminate any sales of controlled substances to customers in any situation which it determines in its sole discretion pose issues or questions of proper usage and/or adequate legal compliance by the Customer.

Customer agrees to monitor itself and be alert to the proper usage of controlled drugs distributed by it, and to exercise due diligence to ensure the legal compliance by its prescribers and patients with applicable laws and regulatory guidelines. Customer is expected to exercise its professional knowledge and expertise to keep current on all such legal and regulatory guidelines. Customer acknowledges that DV Medical Supply may provide a copy of this agreement to the DEA, other federal regulatory agencies, state regulatory agencies, or state licensing boards when determined to be appropriate.

Customer agrees that failure to comply with this agreement may result in the termination of the relationship between DV Medical Supply and Customer, in whole or in part, notwithstanding any other agreements to the contrary.

Agreed to by a duly authorized officer, partner, or principal of Customer:

Signature of DEA Registrant

Print Name

Title

Date

DV MEDICAL SUSPICIOUS ORDER MONITORING PROTOCOL

DV Medical monitors customers engaged in dispensing controlled substances for one or more of the following characteristics in the pattern of ordering controlled substances:

1. Ordering excessive quantities of a limited variety of controlled drugs (e.g. ordering only Oxycodone, Hydrocodone, and Alprazolam) while ordering few, if any, non-controlled drugs.
2. Ordering a limited variety of controlled substances in quantities disproportionate to the quantity of non-controlled drugs ordered.
3. Ordering excessive quantities of a limited variety of controlled substances in combination with excessive quantities of lifestyle drugs.
4. Ordering controlled substances with unusual frequency.
5. Ordering the same controlled substances from multiple distributors.
6. The percentage of the customer's business which dispensing controlled substances constitutes.
7. Compliance with the laws of every state in which it is dispensing.
8. Association with pain clinics.
9. Soliciting buyers of controlled substances via the internet or being associated with an internet site which solicits orders for controlled substances.
10. Offering to facilitate acquisition of a controlled substance from a practitioner with whom the buyer has no pre-existing relationship.
11. Filling the prescriptions issued by practitioners based solely on a questionnaire and without a medical examination or valid doctor/patient relationship.

To ensure customer compliance, DV Medical Supply:

1. Conducts random site visits to visually evaluate business practices.
2. Verifies licensure is in good standing prior to shipment of controlled drugs.
3. Randomly requests usage reports, review forms, and/or any necessary information to evaluate order requests.
4. Restricts controlled substance order to be a maximum of 20% of the total prescription order.
5. Implements monthly allotment of controlled drugs based on usage report.

I have read and understand the protocol for DV Medical's suspicious order monitoring.

Signature

Print Name

Title

Date

NOTE:

THE SUSPICIOUS ORDERING PROTOCOL THAT WE HAVE ADOPTED REFLECTS THE UNSTABLE NATIONAL CONTROLLED SUBSTANCE ABUSE PROBLEM. OUR POLICY IS SUBJECT TO CHANGE