Phone: 407.773.2841

841 www.PROSPERPA.com

Oakland, Florida 34787



PROSPER WELCOME FORM

Store Name:			Do you currently own another pharmacy(ies) and/ or corporation that is already a member of PPA? O Yes ONo If Yes, list below:			
Owner/Officer/Agent:						
President:	Vice President:					
Secretary:	Treasurer:					
Co Owner: (if applicable)			Have you, co-owners, shareholders, or managers ever			
Corp Name:			been convicted of a felony, or had your license revoked or suspended in the last 10 years?			
Primary Wholesaler:		O Yes O No If Yes, list below:				
Buying Group Associations:						
PHYSICAL ADDRESS			Have you, co-owners, shareholders, or managers ever filed			
Street:			for bankruptcy? O Yes O No Date Filed:			
City:	State: Zip	Code:	If Yes, list below: MM/DD/YYYY			
Phone #:	Fax #:					
E-mail Address:						
(Rebate De	eposits Only)		WWW.PROSPERPA.COM - Password Request			
(Rebate De	eposits Only)		A temporary password will not be issued without			
	- · ·	Code:	A temporary password will not be issued without an e-mail address.			
Name:	- · ·	 Code:	A temporary password will not be issued without an e-mail address. Yes, I would like access to the PPA website and its business tools and I have initially provided the preferred store email			
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QUALIFICATIONS FOR PPA MEMBERSHIP

To qualify for PPA membership you must meet the general requirements described below.

- (A) Fully complete and return this application to PPA.
- (B) Receive PPA's written approval of your application
- (C) PPA reserves the right to deny membership.
- (D) Must have and maintain a pharmacy license.

PPA Membership Agreement

Pharmacy-Applicant ("Pharmacy"), described below, in consideration of being accepted for membership in PPA, if so accepted, hereby agrees to all of the following:

- 1. In order to qualify for membership in PPA, (I), the applicant, must own or operate a retail drug store and pharmacy (a "Store") as that term is generally under-stood. I shall constitute one unit of membership. Any person, including a partnership, limited liability company, limited liability partnership, incorporated or unin-corporated association, or corporation can become a member. I understand, as described above, if I own more than one store I shall be referred to as "Member Association".
- 2. To abide by the Articles of Incorporation and By-Laws of PPA, and amended from time to time.
- 3. To pay program fees in such amount and in such manner as determined from time to time by the Board of Directors of PPA. However, the pharmacy understands that at any time it can elect to cancel membership.
- 4. To abide by the purchasing and credit policies of PPA, as established by each wholesaler.
- 5. For the benefit of my pharmacy, the store consents that PPA shall have full access to and may request all pharmacy purchasing data from PPA contracted wholesaler and PPA vendors.
- 6. To promptly pay when due all amounts due and owing contracted wholesaler for products supplied and/or services by PPA.
- 7. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of the State of Florida, Orange County, or in the United States District Court for the Middle District of Florida having subject matter jurisdiction thereof, and both parties agree to submit to the jurisdiction of such forum. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fee, court costs (including, without limitation, attorney's fees and expenses incident to any appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 8. That in the event Pharmacy breaches this Agreement, as reasonably determined in good faith by PPA, alone, PPA in addition to all of PPA's other remedies at both law and in equity, may immediately terminate Pharmacy's membership in PPA and all privileges associated therewith.
- 9. I consent to my pharmacy receiving all phone, fax and email communications on behalf of or from PPA. Electronic notification shall constitute written notification required under the terms of this Agreement.
- 10. On behalf of Pharmacy Members, PPA may negotiate administrative fees, discounts and rebates with the PPA primary wholesaler, PPA contracted manufacturers and PPA vendors (collectively the "Vendors"). On a monthly basis, PPA shall disclose in writing to the Pharmacy Member the rebates and/or discounts received from each Vendor with respect to purchases made by or on behalf of the Pharmacy Member.
- 11. Modification of this Agreement. This Agreement may be amended or modified in writing as mutually agreed upon by the parties. In addition, PPA may modify any provision of this Agreement upon thirty (30) days prior written notice to Member. Member shall be deemed to have accepted PPA's modification if Member fails to object to such modification, in writing, within the thirty (30) day notice period. Modifications required by legislative, regulatory or other legal authority as determined by PPA, do not require the consent of the Member and will be effective immediately upon Member's receipt of notice of amendment.

Whereof, the undersigned parties have executed this Agreement, effective, the dated date set forth below.

PHARMACY APPLICANT

PROSPER PHARMACY ALLIANCE

PROSPER PHARMACY ALLIANCE

Pharmacy Name:						
Owner Signature:	Date:		Jason R. Spavin, President & CEO			
Co-Owner Signature:	 Date:	MM/DD/YYYY MM/DD/YYYY	Dated this	day of	,	20