



PIPELINE MEDICAL, LLC

Pipeline Medical, LLC Application

Legal Business Name _____ Website _____

DBA Name – (if more than one DBA or location, need application form completed for each)

Physician Name _____ Physician Direct Email **(required)** _____

Business Address _____ Telephone _____

City _____ State _____ Zip _____ Fax _____

Contact Name _____ Contact Title _____ Contact Email _____ Contact Telephone _____

BILL TO ADDRESS (only if different than above)

SHIP TO ADDRESS (only if different than above)

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Phone _____ Fax _____

(If multiple ship to's, please attach separate sheet)

REFERENCES:

Bank Name/Branch _____ Acct. Number _____ Phone _____ Fax _____

Primary Distributor Name _____ Acct. Number _____ Phone _____ Fax _____

Secondary Distributor Name _____ Acct. Number _____ Phone _____ Fax _____

INVENTORY DETAILS To ensure you receive the best possible pricing, please provide the following:

Are you currently signed up with a GPO(s)? If so, please list: _____

Average Annual Volumes: Med/Surg Supplies \$ _____ Ethicon Sutures: \$ _____

Pharmaceutical: \$ _____ Do you order controlled substances? _____

I hereby acknowledge that the above information is true & accurate to the best of my knowledge. Provide a copy of your DEA Certificate, State License and TDDD form (if applicable).

Signature _____ Print Name _____ Date _____

Pipeline Medical, LLC

31 River Road | Highland Park, NJ 08904 | Ph: 732-846-1169 | Fax: 732-862-1169



**Pipeline Medical, LLC
Participation Authorization**

(Company Name)

authorizes Pipeline Medical, LLC; to sign GPO, Distributor, Manufacturer and necessary 3rd Party Letters of Participation on our behalf.

Signature & Title

Date

Printed Name

Street Address

City, State

Zip Code

Pipeline Medical, LLC

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PIPELINE MEDICAL, LLC

Pipeline Medical, LLC Services Agreement

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Effective as of _____, Pipeline Medical, LLC, a New Jersey Limited Liability Company, located at 31 River Rd, Highland Park, New Jersey (“Pipeline”) enters into this agreement (the “Agreement”) with _____, a _____ corporation, located at _____ (the “Medical Services Provider”),

Whereas, Pipeline, on behalf of its clients, purchases high-quality medical and office supplies and pharmaceuticals (“Supplies”) from leading distributors and manufacturers at discounted pricing (the “Service”);

Whereas, the Medical Services Provider seeks to avail itself of the Service; and

Therefore, in order to carry out their intent as expressed above and in consideration of the mutual agreements and covenants hereinafter contained, the parties hereby covenant and agree as follows:

1. Obligations of the Parties

Pipeline shall:

- A. Employ commercially reasonable efforts to provide the Medical Service Provider with a full complement of Supplies at discounted pricing;
- B. Be solely responsible for managing all Group Purchasing Organization, manufacturer, and distributor relations, communications, and transactions as envisioned to meet Pipeline’s obligations hereof;
- C. Manage the ordering process of Supplies with the Medical Service Provider;
- D. Provide commercially reasonable assistance in helping the Medical Service Provider understand its options relative to the Supplies; and,
- E. Invoice the Medical Service Provider at the time of each order’s shipment. Notwithstanding the foregoing, certain Supplies require direct billing from the distributor and manufacturer to the Medical Service Provider. In such cases, the Medical Service Provider shall pay Pipeline a savings fee, whose amount Pipeline shall disclose to the Medical Service Provider prior to a purchase.

The Medical Service Provider shall:

- A. Have sole liability for any bills, costs, expenses related to its purchase of any Supplies.
- B. Be diligent in paying Pipeline or an invoicing 3rd party within ten (10) days of invoicing.

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Rev 10/10



Pipeline Medical, LLC Services Agreement

2. Term of Agreement

The contract term of this Agreement is month-to-month. Either party may terminate this Agreement, for any reason, upon thirty (30) days' written notice. All purchasing contracts and services negotiated by Pipeline, on behalf of the Medical Service Provider, will be immediately and irrevocably terminated thirty (30) days following notice.

3. Indemnification

To the fullest extent permitted by law, the Medical Services Provider shall defend, indemnify and hold harmless the Pipeline and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising out of or resulting from any of the Pipeline's obligations hereunder, to the extent that such damage, loss or expense is not due to the gross negligence of Pipeline.

4. Authorized Medical Service Provider Personnel

The Medical Services Provider shall designate a Practice Administrator, who is responsible for approving all personnel who place orders. Any replacement of the Practice Administrator, or additions to or deletions from the Pipeline approved list of individuals with the right to place orders, must be done in writing or email to Pipeline.

5. Confidential Information & Non-Circumvention Conditions

"Confidential Information" means nonpublic information that each party discloses to the other and designates as being confidential. Confidential Information includes, without limitation, information relating to Medical Service Provider orders and Pipeline inventory, pricing, and business policies, processes, or practices. Neither party shall disclose any Confidential Information furnished in oral, visual, written and/or other tangible form, except to the other party's employees, agents and/or consultants on a need-to-know basis.

The Medical Service Provider agrees not to directly or indirectly contact, deal with, transact, interfere, or otherwise be involved with any Group Purchasing Organization (GPO) with which Pipeline has forged a relationship to effect the delivery of the Service to the Medical Service Provider. By the time of the Medical Service Provider's first order with Pipeline, Pipeline shall furnish a listing of relevant GPOs to the Medical Service Provider in the form of a Schedule A, which, upon delivery, shall be annexed hereto and hereby made an integral part of this Agreement. In the event the Medical Service Provider has previously entered into a written agreement with a particular GPO(s) listed on Schedule A, then the Medical Service Provider shall notify Pipeline at the time of the said GPOs inclusion on Schedule A and, in the case of the particular GPO(s), this Section 5 shall not apply.

The above non-circumvention provision will continue throughout the term of this Agreement and shall remain in full force and effect for a period of twenty-four (24) months after the termination of this Agreement. In the event of circumvention, either directly or indirectly, Pipeline shall be entitled to recover the maximum fees that it would have otherwise realized from such transaction(s), had the circumvention not occurred, together with all costs of suit and reasonable attorneys' fees.



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6. Miscellaneous Provisions

Effectiveness of Agreement

This Agreement, when executed by the parties, shall be effective as of the date first stated above in this Agreement. All understandings and agreements, heretofore, between the parties are merged into, or superseded by, this Agreement. This Agreement fully and completely expresses the agreement of the parties and may not be modified or amended except by written agreement executed by each of the parties hereto.

Assignment

The Medical Services Provider may not assign this Agreement or the performance of all or any of its obligations hereunder without the prior written consent of Pipeline, which consent may be given or withheld in Pipeline’s sole and exclusive discretion.

This Agreement shall be freely assignable by Pipeline, without the consent of the Medical Services Provider.

Governing Law and Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflicts of law rules. Any action brought hereunder shall be commenced in a court of competent jurisdiction in the County of Middlesex, State of New Jersey.

PIPELINE MEDICAL LLC

(COMPANY)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Date

Date

ATTEST

ATTEST