

Terms and Conditions

VIA Access Payment Terms Customer Agreement

CREDIT BALANCE AND PAYMENT. Should VIA and/or its suppliers finance any purchase, the Debtor (“VIA Customer”) owes VIA Global Health the amount of the down payment stated on the invoice prior to shipping. The remaining balance, including any stated service (financing) fees, shall be paid in full within the number of days stated on the invoice. The number of days shall begin on the date that the goods arrive in the country.

PAYMENT PERIOD. To satisfy the Amount Owed, the debtor agrees to pay VIA Global Health under the repayment period stated on each invoice. (30% x \$ purchase amount as down payment; 70% of x \$ plus 12% service fee due 30 days after goods arrive in country)

PAYMENT INSTRUCTIONS. The Debtor is required to pay the Creditor under the following instructions:

LATE PAYMENT. Any partial or late payment under this Agreement shall (Debtor to make payment within 5 days of due date) and will impact levels of future capital availability. If payment is not made within the Extension Period, this Agreement shall be in default and will impact levels of future capital availability and participation in the VIA Access Program.

PREPAYMENT: The Debtor may pre-pay the Amount Owed without penalty or discount.

DEFAULT. If for any reason the Debtor should not oblige to any section or portion of this Agreement, the Debtor shall be considered in default. Under such event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Debtor liable to pay all reasonable attorney's fees and costs of collection of the Creditor. In addition, the Creditor may reclaim any property or goods in connection with the Amount Owed, hold and dispose of same, and collect expenses, together with any deficiency due from the Debtor, subject to the Debtor's right to redeem said items pursuant to law.

GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the United States of America (“Governing Law”).

SEVERABILITY: The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Debtor (“VIA Customer”) and Creditor (VIA Global Health) relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

VIA Access Payment Agreement

1. Credit terms offered to buyers
 - i. 30% down payment
 - ii. Net 30 – 70% plus 12% finance fee
 - iii. Net 60 – 70% plus 12% finance fee
 - iv. Net 90 – 70% plus 12% finance fee
2. Credit limit builds with transactions and subsequent repayment over time
 - i. 1st transaction with VIA – not eligible for credit
 - ii. 2nd transaction – USD \$5,000 limit for 30-day terms
 - iii. 3 – 6 transactions – USD \$7,500 limit or 60-day terms

- iv. 7-10 transactions – USD \$10,000 or higher, at discretion of VIA
- 3. The undersigned hereby gives permission to VIA Global Health to research the company’s history, make credit checks, contact the company’s financial institution, and perform other related activities for the reasonable evaluation of this application.
- 4. The purpose of the RLF is to support business working capital needs for which credit is not otherwise available on terms and conditions which would permit acquisition of the working capital items required.
- 5. Only fully completed applications will be considered for processing.
- 6. If the application is approved the undersigned agrees to repay the credit amount within the stipulated credit days from arrival in port (airport/ocean terminal) i.e. (Net 30, 60, 90 days) in accordance with the invoice provided to the undersigned
- 7. The undersigned gives VIA Global Health permission to share application and review information with all other entities participating in this activity.
- 8. VIA Global Health shall be entitled to vary these terms and conditions from time to time in case the credit applicant defaults on the repayment obligations.

By typing your name below, you are signing this application electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this application.

Applicant’s name. _____

Signature. _____

Date. _____

For official use only

Name of Fund Manager/Credit Administrator.....

Date of review.....

Signature.....

Date.....