



**Vericom Global Solutions, Inc.**  
 10025 Investment Drive, Suite 120  
 Knoxville, TN 37932  
 (865) 671-4455  
 www.vericomsolutions.com

**CREDIT APPLICATION AND AGREEMENT**

*Application process may be delayed or denied if all fields are not complete*

BUSINESS INFORMATION			
Legal Name:		DBA:	
Phone:	Fax:	Website:	
Date Business Established:	Federal Tax ID#:		
Dun and Bradstreet Number:	State of Incorporation:		
Type of Business: Sole Proprietorship: [ ] Partnership: [ ] Corporation: [ ] LLC: [ ]			
Company Principal #1:	Title:	% of Ownership:	
Company Principal #2:	Title:	% of Ownership:	
Sales Tax Status: Not Exempt [ ] Exempt [ ]		Sales Tax Exemption # <i>(Sales Tax Certificate MUST be attached)</i>	
Physical Address (No P.O. Boxes):			
City:	State:	Zip Code:	
Billing Address (if different)			
City:	State:	Zip Code:	
A/P Contact - Name:			
Email:		Direct Line:	

CREDIT	
Standard Terms - Net 30 Day: [ ]	ACH/Wire: [ ] Credit Card: [ ] <b>NOTE: CC purchases subject to a 2.5% processing fee</b>
Initial Credit Limit Requested:	Est Annual Purchases from Vericom:

TRADE AND BANK REFERENCES	
<i>[ ] Check here if Trade Reference sheet is attached &amp; do not complete this section</i>	
Company #1:	Account Number:
Contact Name:	Email:
Direct Line:	Fax:
Company #2:	Account Number:
Contact Name:	Email:
Direct Line:	Fax:
Company #3:	Account Number:
Contact Name:	Email:
Direct Line:	Fax:
<b>Bank Reference: Complete for credit requests over \$50,000</b>	
Bank Name:	Checking Account #:
Bank Contact:	Email:
Direct Line:	Fax:

**AUTHORIZED SIGNATURE AND AGREEMENT**

By signing this Credit Application and Agreement (hereinafter "Credit Agreement") and upon acceptance by Vericom Global Solutions, Inc. (hereinafter "Vericom"), Applicant agrees to the following terms and conditions with respect to credit extended pursuant to this Agreement for goods purchased from Vericom.

Vericom is authorized to obtain credit information regarding Applicant from banks, principal trade creditors, and other credit information sources, and to answer questions regarding Vericom's credit experience with any Applicant. The undersigned on behalf of Applicant and in their individual capacity hereby consent(s) to Vericom's use of any credit report on Applicant in order to further evaluate the credit worthiness of Applicant in connection with the extension of business credit as contemplated by this Credit Agreement.

Subject to the terms of this Credit Agreement, Vericom agrees to permit Applicant to purchase goods from Vericom up to the Credit Limit established by Vericom less amounts outstanding under this Agreement at the time of purchase. The Credit Limit may be increased or decreased in Vericom's sole discretion at any time.

Purchases may be subject to the addition of any applicable federal, state, and/or local sales and use taxes which shall be paid by the Applicant, and said Applicant agrees to pay any and all such taxes which have not been previously collected by Vericom and which Vericom subsequently pays to the taxing authority.

Applicant's account will be deemed in default, payable in full, and subject to immediate termination if not paid when due. If an account balance becomes overdue, and in addition to other rights of Vericom, Vericom may elect to suspend the account. If an account is suspended, no credit purchases will be allowed until the account is brought current or until satisfactory arrangements are made with Vericom. Vericom also reserves the right to terminate the Applicant's account at any time in Vericom's sole discretion. Vericom will have no duty to notify the Applicant of such termination.

If an overdue account is placed with an attorney or agency for collection, in addition to the principal and interest then due on the account, Applicant agrees to pay all reasonable attorney fees and all costs of collection incurred by Vericom.

This Credit Agreement shall be governed by and construed and interpreted under the substantive, internal laws of Tennessee. The parties hereto agree that the state and federal courts of Tennessee shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Credit Agreement, and each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waives any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

If any changes occur which materially alter the condition of the business of the Applicant, including the ownership interests therein, the undersigned will notify Vericom immediately. Vericom shall have no obligation to extend credit to any new buyer or assignee of the business or the Applicant, and may request a new Credit Application and Agreement from such buyer or assignee of the business before agreeing to extend (or continuing to extend) credit to the business.

I certify that all information on this form or otherwise provided by us to Vericom is correct. I fully understand Vericom's credit terms and agree to make payment according to the above terms in consideration of the credit extended by Vericom. I grant permission to all listed and known banks, trade creditors, and credit references to release the appropriate information for Vericom's consideration. As signatory to this Credit Agreement, I represent and warrant to Vericom that I have the authority to enter into this Credit Agreement on behalf of Applicant, and by my signatures hereon the Applicant is bound by all of the representations, warranties and covenants contained herein.

***Applicant acknowledges this Credit Agreement is not an agreement for the sale of goods.***

Signature:	Date:
Print Name:	Title:

**PERSONAL GUARANTY AGREEMENT**

STATE OF \_\_\_\_\_  
\_\_\_\_\_ COUNTY

As an inducement to Vericom Global Solutions, Inc. (hereinafter "Vericom") to extend credit to and to otherwise deal with \_\_\_\_\_ (hereinafter "Purchaser"), and in consideration thereof the undersigned (hereinafter "Guarantor") hereby absolutely and unconditionally guarantees to Vericom the due and punctual payment of any and all debts and obligations of Purchaser, at any time now or hereafter incurred with Vericom, arising under the Credit Application and Agreement between Purchaser and Vericom dated \_\_\_\_\_ (the "Credit Agreement"), including all renewals, extensions, and modifications thereof (the "Guaranteed Obligations").

The Guarantor acknowledges and agrees that the credit extended by Vericom pursuant to the Credit Agreement might exceed the credit limit stated from time to time, that the Guaranteed Obligations therefore might exceed such credit limit, and that the credit limit under the Credit Agreement is subject to increase without notice to or the concurrence of the Guarantor, and that this Guaranty is not limited in amount.

This is a guaranty of payment and not of collection. The obligation and liability on the part of the undersigned is a primary and not a secondary obligation and liability, payable immediately upon demand without recourse first having been had against the Purchaser for the Guaranteed Obligations.

The Guarantor unconditionally waives any demand by Vericom, any notice of non-performance or non-payment on the part of the Purchaser, acceptance and notice of acceptance of this Personal Guaranty Agreement, and all other notices and proof of demands.

If Vericom employs an attorney at law or collection agency to seek enforcement of this Guaranty or to collect any amounts due under this Guaranty, the obligation of Guarantor, in addition to the principal and interest then due on the Guaranteed Obligations, shall include payment of all reasonable attorneys' fees and all costs of collection.

The Guarantor represents that this Guaranty has been read in its entirety, that Guarantor has been afforded the opportunity to discuss this Guaranty with such Guarantor's business, financial, and legal advisors, and that all terms and conditions, including any and all waivers of any rights, are fully understood and agreed to.

If any provision of this Personal Guaranty Agreement is declared illegal or unenforceable, the remainder of this Personal Guaranty Agreement shall be valid and enforceable to the extent permitted by applicable law.

This Personal Guaranty Agreement shall be governed by and construed and interpreted under the substantive, internal laws of Tennessee. The parties hereto agree that the state and federal courts of Tennessee shall be the exclusive judicial forums for the adjudication of all disputes between them arising out of or relating to this Personal Guaranty Agreement, and each for itself consents to the exercise of personal jurisdiction over it in any such adjudication and hereby waives any and all objections and defenses to such personal jurisdiction regardless of the nature of such objection or defense.

In witness whereof, the undersigned has executed this Guaranty as a sealed instrument on the date indicated.

**Guarantor**

Signature:

Date:

Print Name:

Title:

**Witness**

Signature:

Date:

Print Name:

Title: