CONFIDENTIAL CREDIT APPLICATION

Please complete and return this form to the address below or email the form to: services@physxpromotions.com

Customer #

Please Check One:

☐ **COD Company Check** ☐ **COD One Tag** ☐ **Net 30**

DATE OF APPLICATION CREDIT LINE REQUESTED

ASI # DNB#

REGISTERED BUSINESS NAME ("CUSTOMER")

NAME OF SUBSIDIARY OR DIVISION (IF APPLICABLE)

PHONE FAX

MAILING ADDRESS

CITY STATE ZIP

STREET OR SHIP TO ADDRESS

CITY STATE ZIP

EMAIL

Structure of Business:

☐ Corporation/LLC ☐ Partnership ☐ Proprietorship

DATE ESTABLISHED

CORPORATION, STATE OF DATE OF INCORPORATION

RESALE #

Names of Individuals, Owners, Partners, Officers

1.

NAME

TITLE

HOME ADDRESS

CITY STATE ZIP

PHONE

2.

NAME

TITLE

HOME ADDRESS

CITY STATE ZIP

PHONE

BUYERS NAME

ACCOUNTS PAYABLE MANAGER

Are purchase orders required? ☐ Yes ☐ No

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List Principal Trade References - Net or COD (or attach your Reference Sheet)

NAME

ACCOUNT NUMBER

PHONE FAX

ADDRESS

CITY STATE ZIP

NAME

ACCOUNT NUMBER

PHONE FAX

ADDRESS

CITY STATE ZIP

NAME

ACCOUNT NUMBER

PHONE FAX

ADDRESS

CITY STATE ZIP

NAME

ACCOUNT NUMBER

PHONE FAX

ADDRESS

CITY STATE ZIP

Bank Information

BANK NAME

BANK ACCOUNT NUMBER

PHONE FAX

ADDRESS

CITY STATE ZIP

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Customer #

Authorization for Release of Bank Information

To Whom It May Concern,
My execution of the Credit Agreement below authorizes you to provide Physx Promotions with information it requests regarding the status of Customer's account(s).

Terms

The undersigned, on behalf of the Customer, agrees to the following credit terms:

1. The information furnished in the credit application is true, complete, an accurate. Physx Promotions is authorized to obtain a credit report and other credit information on the Customer for the purpose of evaluating the creditworthiness of the Customer in connection with this credit application and agreement. Customer further agrees to provide such additional ýnancial information to Physx Promotions as it requests.

2. Customer agrees to pay all sums as they come due pursuant to invoiced payment terms. Customer agrees to pay a monthly late charge on past due balances of 1.5% (annual rate of 18%) or the maximum rate otherwise allowed by law; and further agrees to pay reasonable attorneysôfees, expenses and costs incurred in enforcing this agreement, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is ýled. Customer consents to the personal jurisdiction of the courts of the State of California and agrees that venue may be placed in Orange County, California, at the option of Physx Promotions and waives any objection Customer may have to such personal jurisdiction and/or venue. This agreement and the Terms and Conditions will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of California, without regard to its conþicts of law principles.

3. Customer and the undersigned individual shall remain or become liable for all amounts owing under this Agreement following a sale or transfer of Customer or its assets, or a change in the structure of Customer, unless Physx Promotions consents to the transfer of Customer's account in writing and the transferee assumes all obligations hereunder and completes and executes a new Credit Application and Agreement. Customer shall notify Physx Promotions in advance of any sale, transfer or change in the structure of Customer's business.

4. Customer grants Physx Promotions a security interest in all goods it orders from Physx Promotions, and all products and proceeds thereof, including accounts.

5. The undersigned individual represents and warrants that he/she is duly authorized to execute and enter into this Credit Agreement on behalf of the Customer.

6. Physx Promotions has the right to terminate any extension of credit to Customer at any time without notice in the event that Customer fails to comply with this Credit Agreement, the Terms and Conditions, or any other Physx Promotions terms and conditions.

3. No provision, or any part of any such provision of this Credit Agreement, which may be stricken or deemed unenforceable, shall in any way invalidate the remainder of any such provision or any other provisions of this agreement, all of which shall remain in full force and effect.

SIGNATURE OF OFFICER OR PRINCIPAL

PLEASE PRINT NAME

DATE

Personal Guaranty

The undersigned individual (the "Guarantor") personally and unconditionally guarantees prompt payment to Physx Promotions of any and all obligations owed by the Customer. This personal guaranty is a continuing and irrevocable guaranty of payment. Guarantor waives notice of default and nonpayment. Guarantor agrees to pay all costs, expenses and attorneys' fees incurred in enforcing this guaranty, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Guarantor consents to the personal jurisdiction of the courts of the State of California and agrees that venue may be placed in Orange County, California, at the option of Physx Promotions. This personal guaranty is governed by California law. Guarantor consents to Physx Promotions obtaining a credit report on Guarantor for the purpose of evaluating his/her creditworthiness, in connection with an application for business credit.

INDIVIDUAL SIGNATURE

PLEASE PRINT NAME

This page must be signed and returned with the previous 2 pages to start the review process.