



1416 E. Linden Avenue
Linden, N.J. 07036
Phone (908) 583 - 9300
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The Ultimate Source For Consumer Electronics

APPLICATION FOR CREDIT

I. Company Information

Company Name _____ Federal ID # _____ DUNS# _____

Address _____ Telephone _____ Reseller# _____

City _____ State _____ ZIP _____ Fax _____

Type of Business _____ Years in Business _____

Email Address _____ Web Site Address _____

Business Structure Corporation Partnership Proprietorships

II. Principals

Name And Title _____

Social Security Number _____

Address _____

E-Mail Address _____

Principals

Name And Title _____

Social Security Number _____

Address _____

E-Mail Address _____

III. Bank Information

Bank Name _____ Phone # _____

Contact _____ Account # _____

Bank Address _____

• Authorization

The undersigned authorizes release of all banking and credit information, both business and/or personal requested by 888 Digital Inc. This form may be copied and a fax copy shall be as effective consent as the original, which I have signed.

Authorized signature _____ Date _____

Print Name / Title _____

IV. Trade Information

- **All 5 must be completed and signed for net terms consideration,**

Company Name _____

Account # _____ Contact _____

Address _____

Phone _____ Fax _____

Company Name _____

Account # _____ Contact _____

Address _____

Phone _____ Fax _____

Company Name _____

Account # _____ Contact _____

Address _____

Phone _____ Fax _____

Company Name _____

Account # _____ Contact _____

Address _____

Phone _____ Fax _____

Company Name _____

Account # _____ Contact _____

Address _____

Phone _____ Fax _____

This credit application and agreement is submitted by Customer, to 888 Digital Inc. Customer Agrees to make payment in full to 888 Digital Inc. for all amounts due to according to 888 Digital Inc. invoices. Customer also agrees to pay to 888 Digital Inc., as an interest, an amount equal to 1.5% per month, or the maximum provided by law (which ever is less) for the invoices amounts that are past due. Should the customer default in any such payment(s), 888 Digital Inc. shall have the right, without notice to Customer, to declare all invoice amounts immediately due and payable. In event 888 Digital Inc. should commence any actions or actions, or otherwise seek to enforce this agreement against customer or any Guarantor, Customer agrees to pay reasonable attorney(s) fees, court and other expenses incurred by 888 Digital, whether or not suit is filed. This is not transferable or assignable without the prior written consent of 888 Digital Inc.

Date _____ Signed _____ Name and Title _____

GUARRANTY

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, being stockholders of, Officers of, or in any way directly or indirectly affiliated with (herein referred to as "Debtor"), with its principal place of business at in consideration of any sales and/or deliveries of merchandise or services or other accommodations which may now or hereafter be made to the Debtor by 888 Digital Corp. and/or any affiliates or subsidiaries thereof (hereinafter collectively referred to as 888 Digital, do hereby severally, individually and jointly guarantee to 888 Digital the payment of: (i) any and all amounts billed by 888 Digital for merchandise sold and/or delivered to the Debtor and (ii) the obligations set forth in sub-paragraph (h) hereof.

The undersigned Guarantors do hereby severally, individually and jointly, further covenant and agree as follows:

- (A) To pay all such sums promptly as demand.
- (B) That this Guaranty shall be constructed as an absolute unconditional guaranty of <and not collection> without regard to the regularity, validity or enforceability of the aforesaid obligations hereby guaranteed

And without any requirement to proceed first against the Debtor or any other obligor therefore or against any collateral security therefore, before resorting to the Guarantors for payment, and that the liability hereunder of any and all of the undersigned shall be direct and immediate.

- (C) That the Guarantors shall not be released by any extension of time granted to the Debtor for the payment of the obligations hereby guaranteed or by the failure to proceed thereon in the event of a default in the payment thereof as and when they become due, or by any composition, settlement or release of any obligations of or claims against the Debtor whether voluntary, or by operation of law, or otherwise.
- (D) That the Guarantors hereby waive the giving of any notice to which they otherwise might be entitled to by law including but not limited to a waiver of any default or extension for the payment of the obligations hereby guaranteed or any part thereof, or demand for the payment of the obligations hereby guaranteed or any part thereof, or presentment or demand for the payment of any note or notice of non-payment thereof, or notice if intention to sell or the time or place of sale of any collateral for any obligation hereby guaranteed.
- (E) If, at any time 888 Digital, in its sole discretion, shall deem the obligations owed to it to be in jeopardy and/or at risk, all outstanding sums shall be immediately due and payable without demand, irrespective of whether such obligations have become due.
- (F) In the event any suit or proceeding is required to effect the collection of the obligations guaranteed hereunder or any part thereof, the undersigned agree to pay to 888 Digital the cost of the attorneys' fees therefore in an amount not less than 100% of the amount sought to be collected.
- (G) That there is no obligation on the part of 888 Digital to continue to do business with the Debtor or sell or deliver merchandise to the Debtor, and that may at any time discontinue doing business with the Debtor and/or refuse to sell or deliver merchandise to the Debtor without in any way impairing or diminishing the obligations of the Guarantor hereunder.

Date _____ Signed _____ Name and Title _____

- (H) Included in the obligations guaranteed herein are: (i) services or advertising rendered or to be rendered to the 888 Digital or any other person for which may be liable: (ii) obligations presently owing or hereafter owing the Debtor to others which have been guaranteed or may hereafter be guaranteed to said to others by
- (I) 888 Digital (iii) any other sums advanced or loaned to the Debtor and/or the undersigned shall have been paid in full; and thereafter become obligated to 888 Digital.
- (J) That this Guaranty shall remain in full force and effect until any and all claims that 888 Digital may have against the Debtor and/or the undersigned shall have been paid in full; and thereafter until written notice of cancellation signed by all of the undersigned shall have been delivered, by reregistered mail to 888 Digital.
- (K) That this Guaranty and every part thereof, shall inure to the benefit of and be binding upon the parties, their successors, assigns estates and personal representatives.
- (L) If this Guaranty is executed by less than two persons, wherever the work "Guarantors" is used, it shall be construed as if it read "I"
- (M) Should there be any conflicting terms between this and other guaranty executed by the undersigned Guarantors on behalf of Debtor, the terms of this Guaranty shall prevail. The undersigned further agree that no agreement hereafter made shall be effective to change, modify or discharge this Guaranty in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of such change, modification or discharge is sought.

IN WITNESS WHEREOF, the undersigned Guarantors have hereunto set their hands and seal and delivered this guaranty at the office of 888 Digital 1416 Linden Ave, Linden, NJ 07036 this day of 200

S/S# _____

Guarantor: _____

Home Address _____

S/S# _____

Guarantor: _____

Home Address _____

Witnessed by: _____

THE FOLLOWING INSTRUMENTS WAS SWORN TO AND ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____ IN HIS OR HER INDIVIDUAL CAPACITY. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

SIGNATURE: _____

MY COMMISSION EXPIRES: _____

PRINT

NAME: _____

MY COMMISSION NUMBER: _____ NOTARY PUBLIC

(NOTARY SEAL)