

BUSINESS INFORMATION

Name of Business:			Years in Business:					
Legal (if different)			Company EIN or Owner's SSN:					
Street Address:			CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/>					
City:	State:	Zip Code:				STATE REGISTERED IN: _____		
Phone:	Fax:					CORP. NO: _____		
Email:	Website:					DBA (if applicable) _____		

COMPANY PRINCIPALS RESPONSIBLE FOR BUSINESS TRANSACTIONS

Name	Title	Address	Phone

BANK REFERENCES

Name of Bank:	Contact:
Branch:	Address:
Checking Account Number:	Telephone:

TRADE REFERENCES

Firm Name	Contact Name	Title	Phone

I understand that the information furnished above is for the purpose of obtaining credit from Xumark Inc., and that I am authorized, in my capacity to bind my firm accordingly, and that all accounts or monies due you shall be due within 30 days from date of service; that all past due accounts shall draw an interest at the rate of 3% per month. In the event that my account has to be referred out for collection, I agree to pay 40% of the principal balance for the purpose of collection and legal fees.

In order to induce Xumark Inc. a California Corporation having its principal office in Chino, San Bernardino County, California to extend credit to _____
Company Name ("Debtor") from time to time in its sole discretion, the undersigned guarantor ("Guarantor") hereby absolutely and unconditionally guarantees to Xumark Inc. and its successors and assigns the due and punctual payment, and the due and punctual performance, of all present and future obligations and liabilities of Debtor to Xumark Inc., whether direct, indirect, joint, several, absolute, contingent, secured, unsecured, matured or otherwise, assigned or otherwise (collectively the "Guaranteed Obligations").

Default: (a) This agreement is binding upon its execution by Xumark Inc. and will continue in force until terminated in writing by notice given to the other party or parties not less than 30 days prior to the designated termination date

(b) It is agreed that default is defined and determined at the discretion of Xumark Inc. and upon default, the Agreement will be terminated without notice

(c) Upon termination, all amounts owed to Xumark Inc. will be due and payable without demand or notices of any kind (all of which the Applicant expressly waives). Xumark Inc. will not be liable for any direct or consequential damages that may be suffered as a result of the termination.

(d) If this Agreement is terminated, Xumark Inc. will be entitled to recover, and must be paid upon demand, a minimum of 40% of the principal balance in addition to the actual principal amount for the purposes of collection fees, legal fees, court costs, and internal costs associated with recovery of the money that the Applicant owes.

(e) The governing law for this agreement shall be the County of San Bernardino in the State of California. The Applicant expressly waives all jurisdictional rights.

I certify that all information is correct. Further I authorize Xumark or its agent to perform a background investigation necessary to assist in establishing a line of credit.

Signature: _____ **Title:** _____ **Date:** _____

Email or fax completed application to sales@xumark.com or FAX: (909) 606-6090