

RESELLER APPLICATION

Legal Business Name _____ Trade Name – DBA _____

Phone # _____ Fax # _____

Billing Address _____ City, State/Prov, Zip _____

Shipping Address _____ City, State/Prov, Zip _____

Business is a: Corporation LLC Partnership Proprietorship Year Started _____ State of Org. _____

Federal I.D. # _____ Dun & Bradstreet # _____ Website: http://_____

Main Business Focus: Corporate Distributor E-Commerce Government/Education

Manufacturer/OEM Retail Computer Store VAR/System Consultant Wholesaler Other _____

Are you a: Subsidiary Division

Parent Company Name _____

Address _____

City _____ State _____ Zip Code _____

Do you require a purchase order # before we accept an order? Yes No

A/P Contact Name and Phone # _____

E-mail Address _____

Estimated Monthly Purchases \$ _____

Terms Requested COD Company Check Credit Card (Visa, Master Card, American Express only)

(Indicate Preference) COD Post Dated Check Net Terms – Credit Line Requested \$ _____

BANK AND TRADE REFERENCES MUST BE COMPLETED TO BE CONSIDERED FOR NET TERMS

*****PLEASE INCLUDE CURRENT YEAR END FINANCIAL STATEMENTS WITH NET TERMS REQUESTS*****

Financial statements must include a balance sheet and income statement and unaudited statements must be signed and dated by an owner/officer.

Check One Principal Partner Proprietor

Name _____ Social Security/Insurance # _____

Home Address _____ Driver's License # _____

City _____ State/Prov _____ Zip Code _____

Home Phone _____ E-mail Address _____

Have you ever filed for bankruptcy? Yes No If yes, please attach explanation

Information should be supplied for each Principal or Partner on separate attached sheets.

Bank References

Name _____ Contact Name _____ Phone # _____

Address _____ City, State, Zip _____ Date Opened _____

Checking # _____ Savings # _____ Loan # _____

Separate Financial Authorization to Release Confidential Information must be completed, signed and submitted in order for application to be complete.

Trade References (Major Suppliers)

1. Name _____ Contact _____ Phone # _____
 Credit Terms _____ Credit Limit _____ Fax # _____

2. Name _____ Contact _____ Phone # _____
 Credit Terms _____ Credit Limit _____ Fax # _____

3. Name _____ Contact _____ Phone # _____
 Credit Terms _____ Credit Limit _____ Fax # _____

By submitting this application and agreement, including any financial statements and additional information, the entity identified above ("Customer") is applying to XPMsoftware Inc. and its subsidiaries (collectively, "XPM") to obtain trade credit. By your signature below, you represent that Customer is a valid business entity and that you are an authorized representative of Customer with authority to enter into contractual agreements. You agree to the credit policies established from time to time by XPM and further agree that all sales of XPM products to Customer shall be governed by XPM's terms and conditions of sale as stated on each ASI invoice and posted on the ASI website. Customer agrees to make payment in full to XPM for all amounts due according to XPM's invoice on or before the net due date. Customer hereby grants XPM a perfected security interest in any and all goods purchased by Customer from XPM (and all proceeds thereof) to secure any and all obligations of Customer to XPM, including but not limited to any obligation of payment. Customer hereby appoints XPM as its attorney-in-fact to make, execute and endorse any note, check, draft, money order, instrument, or other medium of payment and authorizes XPM to affix Customer's name to any other document to enforce this security interest. XPM is authorized to file and record any financing statements in its discretion. You acknowledge that if Customer should default in any payment(s), XPM reserves the right to declare all invoice amounts due and payable without notice to Customer and shall have the right to charge a finance fee of 2% (or the highest rate allowed by law, if less) per each 30 day period, or part thereof, for any invoice that is past due. In the event XPM should commence any action or actions, or otherwise seek to enforce this agreement against Customer, Customer agrees to pay reasonable attorney(s) fees, court and other collection expenses incurred by XPM, whether or not suit is filed. This agreement is not transferable or assignable without prior written consent of XPM and you agree to inform XPM in writing prior to any changes in the legal name and form of Customer. On behalf of Customer, you certify that all information provided in connection with this application is, and that all information subsequently provided to XPM in connection with this application or the credit extended to Customer by XPM shall be, true and correct in all material respects and you acknowledge that XPM will be relying on such information with respect to making decisions regarding Customer's terms of credit. You hereby consent to XPM obtaining information about you personally and Customer from credit reporting agencies and other sources XPM deems appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting Customer's account. You acknowledge XPM reserves the sole discretion and right to decline, change or revoke the terms of credit provided to Customer. You agree to provide XPM with a valid and correct tax exemption certificate applicable to the product ship-to location prior to acceptance by XPM of any order and to indemnify XPM against liability for any and all sales or other similar taxes, however designed, associated with any order.

Authorized Individual (Print Name) _____ Signature _____ Title _____ Date _____

INDIVIDUAL PERSONAL GUARANTY

I, _____, residing at _____
 (guarantor's name) (home address)

for good and valuable consideration, including the extension of credit to the Customer identified on this application from which I will benefit, do hereby unconditionally guarantee and promise to pay in full on demand any and all obligations of Customer to XPM without regard for any claim of setoff, counterclaim or defense. I hereby waive notice of sales to Customer, and of the terms thereof, and of non-payment or other default or dispute with Customer. I hereby waive any right to a jury trial and consent to all renewals and modifications of terms of sale or credit. This is a continuing and irrevocable guaranty that shall remain effective and enforceable regardless of any change in the form, composition, nature, personnel or location of Customer and I hereby subordinate any indebtedness of Customer to me to that of Customer to XPM. I recognize that my individual credit history may be a necessary factor in the evaluation of this Guaranty and hereby consent to and authorize the use of a consumer credit report on me by XPM, as a business credit grantor, from time to time as needed in the ongoing credit evaluation process. In the event XPM should commence any action or actions, or otherwise seek to enforce this Guaranty against me, I agree to pay reasonable attorney(s) fees, court costs and other expenses incurred by XPM in said action, whether or not suit is filed. I agree that a facsimile copy of this Guaranty shall be considered an original and admissible in a court of law to the same extent as the original document. This Guaranty shall inure to the benefit of XPM and its successors and assigns and shall bind my heirs, executors, personal representatives, administrators and other successors.

Date _____ Signature _____

SSN/SIN _____ Birth Date (yyyy/mm/dd) 19__/__/__

Please attach personal financial statements of guarantor.