

Mail:	Fax:	Primary location of material purchases (required):# City State
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**A. APPLICANT (BUSINESS NAME OR NAME OF INDIVIDUAL IF SOLE PROPRIETOR)**

Name			Phone
Street Address			Fax
City	State	Zip	Mobile
Email			

**B. PRINCIPALS/OFFICERS**

Title	Name	City/State	Social Security #	Birth date	Phone	Insolvency*
		/				
		/				
		/				
		/				

\* List the year of any bankruptcy or insolvency by principal/officer or any affiliated corporation, LLC, partnership or business.

**C. BILLING INFORMATION**

All invoices and statements will be sent to the following email unless otherwise requested.		Are job names required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address (Required)		Are Purchase Orders Issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sales Tax Exemption #	State	PLEASE ATTACH AN EXEMPTION CERTIFICATE FOR EACH STATE	Are you a small business, wholesale merchant or reseller?
Other Billing Instructions		Federal Tax ID#/Employer ID#	

**D. ABOUT YOUR COMPANY (ATTACH FINANCIAL STATEMENTS FOR THE LAST TWO YEARS)**

<input type="checkbox"/> Single Family	<input type="checkbox"/> Mechanical PVF	<input type="checkbox"/> Commercial	<input type="checkbox"/> Waterworks	<b>Type of Entity</b> <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partner <input type="checkbox"/> Sole Prop
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Plumbing	<input type="checkbox"/> HVAC R C	<input type="checkbox"/> Internet Reseller	
<input type="checkbox"/> Repair -Remodel	<input type="checkbox"/> Government	<input type="checkbox"/> Industrial PVF	<input type="checkbox"/> Segment Code / Other: _____	
Estimate Monthly Purchases with The Stock Market			Surety / Bonding Company	Capacity
Date Business Started	No. of Employees	Date of Incorporation	State of Incorporation	DUNS No.
Type of License Held	State	Name of Holder	Number	Expiration Date

**E. REFERENCES**

Type	Name	City / State	Phone	Fax	Account #
Bank		/			
Supplier		/			
Supplier		/			
Supplier		/			

**F. MISCELLANEOUS**

1. **ENTIRE AGREEMENT:** This Agreement is between The Stock Market ("Seller") and the Applicant named above or on page 1. This Agreement along with the terms and conditions located at [http://www.the-stockmarket.com/support/terms\\_and\\_conditions](http://www.the-stockmarket.com/support/terms_and_conditions) on Seller's quotation, invoice or delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. If the TERMS conflict with provisions of any other existing or future contract between Seller and Applicant (including Applicant's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Applicant grants Seller the exclusive right to select the forum for any disputes.
2. **PAYMENT:** Applicant agrees to pay for material and services ("Products") Net 10<sup>th</sup> proximo, unless on the invoice otherwise. Applicant must notify Seller of billing errors or adjustments in writing within ten (10) days from the invoice date. **Claims not received in writing within the time specified are waived by Applicant.** If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Applicant. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Applicant to assemble and allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 15% of the outstanding balance. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference.
3. **SECURITY:** To secure payment and performance of all obligations and indebtedness of Applicant to Seller, Applicant hereby grants to Seller, and its successor and assigns, (i) a present and continuing first-priority Purchase Money Security Interest in all goods, inventory, equipment, and materials (including but not limited to construction related materials such as plumbing materials, appliances, waterworks, heating and air conditioning materials, tools, safety accessories and related supplies) which may be sold, consigned, leased, rented or delivered by Seller, directly or indirectly, to or for the benefit of, Applicant, and all proceeds thereof, including but not limited to insurance proceeds and proceeds from sale, lease, rental, return or repossession of same (the "PMSI Collateral"); (ii) a security interest in all existing and subsequently arising accounts and accounts receivable, chattel paper, general intangibles, goods, instruments, equipment, inventory, and supporting obligations and documents, whether or not related to the PMSI Collateral. Applicant authorizes Seller to file financing statements describing the collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.
4. **TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Applicant agrees to promptly pay to Seller all such funds. Upon request, Applicant shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.
5. **CERTIFICATION:** The Applicant certifies the following: (1) the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) the undersigned is authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Applicant's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) it has read, understood, and agreed to all of the TERMS, and agrees to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Applicant is a partnership or sole proprietorship, then Seller is authorized to obtain and use consumer reports on the Applicant or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

_____	_____	_____	_____
Authorized Representative (Signature)	Printed Name & Title	Witness	Date

**G. PERSONAL GUARANTY**

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall not to exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

_____	_____	_____	_____
Guarantor 1(Signature)	Printed Name	Social Security #	Date
_____	_____	_____	_____
Guarantor 2(Signature)	Printed Name	Social Security #	Date



## AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION

I, the undersigned, hereby authorize the following bank to release any and all credit information to:

THE STOCK MARKET, INC.<sup>®</sup>

So the processing of my Application of Credit may be completed in a timely manner.

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_

Bank Fax # \_\_\_\_\_ Bank Telephone # \_\_\_\_\_

I understand that all information furnished to:

THE STOCK MARKET, INC.<sup>®</sup>

As a result of this authorization will be kept strictly confidential.

Company Name \_\_\_\_\_

Company Officer/Title \_\_\_\_\_

Signature of Officer \_\_\_\_\_

Date \_\_\_\_\_

# Commercial Credit Inquiry: Client Authorization Instructions

Commercial credit inquiries are requests for information sent by business credit managers to verify aspects of your accounts. Your financial institution uses Confirmation.com ensuring client account information remains secure, while processing credit inquiry requests related to your recent commercial credit application. Confirmation.com is trusted by more 4,000 financial institutions to process millions of confirmation and asset verification requests worldwide.

## Providing Authorization

As part of this process, an electronic signature is required to authorize your financial institution to release account information relevant to your application. Please follow the simple steps below to provide authorization.

### 1 Receive Email Request

You will receive a system-generated email from Systems.Administrator@confirmation.com with a secure link to provide your signature.

### 2 Provide Digital Signature

Select the 'Sign Authorization' button, which will direct you to a unique authorization page to provide your signature using a mouse, a trackpad, or a finger/stylus on touchscreen devices.

### 3 Complete 'Client Authorization' Process

Select the 'Send' button to complete the 'client authorization' process allowing the creditor to initiate commercial credit inquiries to your financial institution on your behalf.



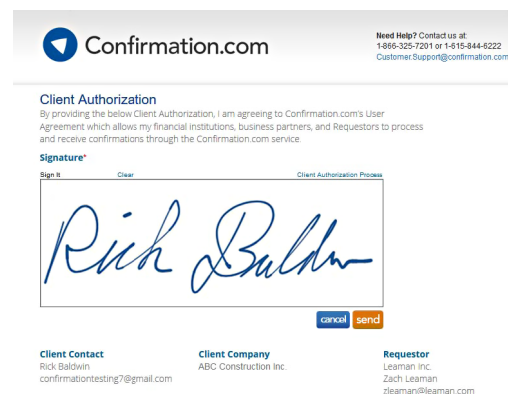
#### Your electronic authorization is required

Rick Baldwin,

Zach Leaman at Leaman Inc. requires an electronic signature to provide authorization to complete your credit application.

This authorization allows Leaman Inc. to request information deemed relevant to the completion of your credit application. **Without this authorization, Leaman Inc. cannot request or obtain information from third parties on your behalf using Confirmation.com.** You have 90 days to provide your authorization. [Read about our User Agreement here.](#)

Sign Authorization



The screenshot shows the Confirmation.com Client Authorization form. At the top, it displays the Confirmation.com logo and contact information: "Need Help? Contact us at: 1-866-325-7201 or 1-615-844-6222, CustomerSupport@confirmation.com". Below this, the "Client Authorization" section contains the text: "By providing the below Client Authorization, I am agreeing to Confirmation.com's User Agreement which allows my financial institutions, business partners, and Requestors to process and receive confirmations through the Confirmation.com service." A "Signature" field is present with a "Sign It" button and a "Clear" button. The signature "Rick Baldwin" is visible in the field. Below the signature field are "cancel" and "send" buttons. At the bottom, the form lists the "Client Contact" (Rick Baldwin, confirmationtesting7@gmail.com), the "Client Company" (ABC Construction Inc.), and the "Requestor" (Leaman Inc., Zach Leaman, zleaman@leaman.com).