

# COMMERCIAL CREDIT CARD ACCOUNT APPLICATION

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: S M I T H  
 ONCE APPLICATION IS COMPLETED, SIGNED AND DATED, PLEASE FAX TO (800) 627-6386 FOR PROCESSING.

## BUSINESS INFORMATION - BANK AND TRADE REFERENCES REQUIRED FOR ALL BUSINESS TYPES

COM(1108)

Legal Business Name	FEIN # or Taxpayer ID #

DBA/Tradename (If One Exists)	Business Street Address (No P.O. Boxes)

City ( ) ( )	State	Zip ( ) ( ) ( )
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Business Phone No.	Business Fax No.	Principle Name/Title	Billing Contact Phone No.
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Billing Street Address (If Different Than Business Street Address)	City	State	Zip Code
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Department Name/Attention To: (If Applicable)	E-mail Address	Business Type ( ) ( )
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Business Checking Account Number	Business Bank Name ( ) ( )	Bank Contact	Bank Contact Phone No. ( ) ( )
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Trade Reference Contact	Trade Reference Phone No.	Trade Reference Contact	Trade Reference Phone No.
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State of Organization (If Applicable)	Type of Organization	Jurisdiction of Organization
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Organizational ID # (If Any)	Year Established	No. of Employees	Annual Net Sales
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## BUSINESS OWNERS/GUARANTORS INFORMATION

**A person owning 20% or more of the Business Borrower must sign below and as guarantor.**  
 By signing below, you certify that you have full authority to act on behalf of the Borrower and that all of the information in the Application is true and correct in all respects. You understand that the making of a false statement or material omission intended to conceal a pertinent fact by an applicant may be a crime requiring referral to appropriate law enforcement authorities. You authorize us to verify any information (including tax information) provided in connection with the Application. You authorize us to obtain credit information from any source (including but not limited to consumer reports from consumer reporting agencies) about you individually (as authorized signer) and the Borrower in connection with the Application and the administration of any credit that may be granted as a result of the Application, to the extent not prohibited by law. The Application will be our property whether or not credit is granted.  
 If we approve the Application, you acknowledge that (1) you have read the entire application and the attached Commercial Revolving Credit Agreement and (2) the taking of an advance on the Credit Card account will constitute acceptance by the Business Borrower of the terms of the Commercial Revolving Credit Agreement without further signature, and Borrower's promise to repay all advances made under the terms of the Agreement.

Printed Name	Signature	% of Ownership	Date / /
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## PERSONAL GUARANTY REQUIRED

The person signing below is an owner of or otherwise affiliated with the Borrower. By signing below, you authorize the Bank to obtain credit information from any source (including but not limited to consumer reports from consumer reporting agencies) about you individually in connection with the Application and the administration of any credit facility that may be granted as a result of the Application, to the extent not prohibited by law. The Application will be the Bank's property whether or not credit is granted.  
 The Guarantor unconditionally guarantees and promises to pay all present and future obligations of the Borrower to the Bank ("Obligations"), including without limitation all Obligations arising under or in connection with the Agreement and any other credit agreements between Borrower and the Bank (together with all related document's "Documents"). Guarantor understands the account status including late payments, missed payments, or other defaults on Obligations by the Borrower may be reflected in Guarantor's consumer credit report.  
 The Guarantor accepts and agrees to be bound by the Documents. The Guarantor waives any right to receive a separate copy of the documents including account status, balance, credit limit, available credit, the Application and the Agreement. The Bank may amend, modify, or extend the Agreement and grant any other indulgences to the Borrower without releasing or modifying the obligations of the Guarantor. The Guarantor waives all requirements of notice, acceptance, demand and presentment, and protest and any other defense that may be available to a Guarantor. The Guarantor shall be directly and primarily liable for the Obligations jointly and severally with the Borrower and any other Guarantor. The Guarantor grants the Bank a right of setoff against all deposits and property of the Guarantor now or hereafter in the Bank's or one of the Bank's affiliate's possession without regard to the adequacy of any collateral.  
 No modification or waiver or any provision of this Guaranty will be effective unless in writing signed by the Bank. This Guaranty shall inure to the benefit of any subsequent holder of the Documents, is intended to take effect as an instrument under seal and shall be governed by the laws of the state which govern the Documents.

Guarantor (Last Name)	First Name	Sr, Jr, Other

Social Security No.	Date of Birth	Home Phone No.	Guarantor Street Address (No P.O. Boxes)
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City	State	Zip Code	Residence: <input type="checkbox"/> Own/Buy <input type="checkbox"/> Rent <input type="checkbox"/> Other	Time at Residence _____ Years _____ Months
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Printed Name of Guarantor	Signature of Personal Guarantor	Date / /
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## NAMES OF AUTHORIZED USERS REQUIRED FOR ALL BUSINESS TYPES

You are responsible for all sales made by authorized users on the account.

### STORE USE ONLY

Identification requires 2 forms of ID. Associate # \_\_\_\_\_ Dealer Name \_\_\_\_\_

Dealer Fax No.	Dealer Phone No.	Sale Amount \$	Plan No.
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I.D. # 1 Government Issued Photo ID Type:  Drivers Lic  Other ID# \_\_\_\_\_ State \_\_\_\_\_ Exp. Date \_\_\_\_\_  SIGNATURE MATCH  PHOTO MATCH

I.D. # 2 Credit Card Type:  MC  VISA  DISCOVER  OTHER \_\_\_\_\_ Exp. Date \_\_\_\_\_  SIGNATURE MATCH  PHOTO MATCH (if applicable)

Store #	Credit Limit	New Account Number	
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I.D. Verified By: \_\_\_\_\_ Signature/Initials \_\_\_\_\_

**5. Returned Check Fee:** If you pay with a check and your check is returned to the Bank by your financial institution unpaid or dishonored, the Bank may charge you a fee of \$29.00.

**6. Statements; Crediting of Payments:** The Bank will send a billing statement to your address on the Bank's records each month if required by federal law. Each minimum payment is due on the Payment Due date shown on the billing statement (which will be at least 24 days after the "Statement Closing Date"). Subject to applicable law, the Bank reserves the right to apply payments to your account in any manner the Bank may choose in its sole discretion. Payments are to be sent to the address designated on the billing statement. Payments received at such address with the return portion of the billing statement by 5:00 PM Eastern Time, Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the next business day. Credit for payments not received in U.S. dollars, not made in the envelope provided with the billing statement and accompanied by the payment stub which is part of the billing statement, and/or received at the address for payments designated on the billing statement may be delayed up to five (5) calendar days. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. If you want to pay with a check that has "payment in full" or some other special notation or instruction on it or with it, you agree to send the payment (including the special notations or instructions) to the Bank at the following address: P.O. Box 731 Mahwah, New Jersey 07430. If you send any such payment to any other address, the Bank may ignore the special notations or instructions, and the Bank's crediting any such check or other instrument to amounts you owe under this Agreement does not mean that the Bank has agreed to the special notations or instructions. **YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT DUE. YOU ALSO MAY AT ANY TIME PAY THE FULL UNPAID BALANCE OF YOUR ACCOUNT WITHOUT INCURRING ADDITIONAL CHARGES.**

**7. Closed Account Maintenance Fee:** If you voluntarily close your Account and do not pay off the entire balance, you understand and agree that you will pay the Bank a Closed Account Maintenance fee of \$2.50 per month until the balance is paid in full. This fee is an additional FINANCE CHARGE.

**8. Promotional Offers:** Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make Promotional Offers. Specific terms of a particular purchase made under a Promotional Offer are as follows, and as may be supplemented by the terms set forth on or with your sales slip at the time of your purchase.

Purchases made under Promotional Offers will be shown separately on your billing statement. You must pay at least the "Minimum Payment Due", if any, (which will include any applicable Minimum Payment Due, plus fees and charges) shown on your billing statement while any Promotional Offer is applicable. You understand and agree that if you fail to pay one (1) Minimum Payment Due on your Account by the Due Date on your statement, the Bank will terminate the Promotional Offer. Upon termination of a Promotional Offer, the APR will be the **Standard APR**.

Balances under any Promotional Offer may be combined, at the Bank's option, with balances under your standard terms upon the expiration of any deferred or specified time period applicable to a Promotional Offer. If you default under this Agreement, the Bank may increase the APR and/or revoke its consent to the deferral of any Minimum Payments Due and/or accrual of finance charges, immediately and without any notice. See section 9 below for details. If you use your account with a Promotional Offer, you acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement and all other terms and conditions will apply. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer.

**9. Default:** It is further understood that this Agreement and all sales arising hereunder shall be owned by the Bank. Upon default in any payment, the entire balance shall be due and payable at the option of the Bank together with collection fees and reasonable attorneys' fees to the extent permitted by law. If you fail to pay the Bank on time, or if you file bankruptcy, or if Bank believes the prospect of payment or ability to realize upon the collateral is significantly impaired, you will be in default and Bank can require immediate payment of the full balance; in addition to other rights and remedies the Bank has under the law and this agreement.

**10. Security Interest:** You hereby give the Bank a security interest in any purchases including Internet, telephone, and mail order purchases made by you or any person you authorize to use the account, and the proceeds thereof, including insurance proceeds. Additionally, you authorize the Bank to file any financing statements showing the Bank's security interest in the purchase and proceeds thereof without your signature, or in the event state law requires your signature, you agree to join in executing all necessary financing statements in a form satisfactory to the Bank, and further agree the Bank holds a purchase money security interest in all items purchased with your credit card. Any given purchase will remain as security for all purchases until such time as that purchase is completely paid for, and you agree that your payments will be deemed applied as stated in the Method of Payment section of this Agreement.

**11. Promotional Transaction Fee:** From time to time at the Bank's discretion you may be offered a promotional transaction. For each Promotional Transaction a fee of up to

\$175 is added to the account, which is an additional FINANCE CHARGE. At the Bank's option, such Promotional Transaction Fee will be immediately due and payable.

**12. Entire Agreement:** You agree that this Agreement (as amended from time to time in writing) and the Application constitute the final expression of the agreement between you and the Bank and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between you and the Bank regarding your account. The retail store and its employees have no authority to change, add to or explain the terms of this Agreement except as expressly provided in this Agreement (with respect to Promotional Offers). For more information or questions, call 1-800-252-2551.

**13. Liability for Unauthorized Use.** If your credit card is lost or stolen or if you believe someone may have used your account without your permission, you must notify the Bank at once at P.O. Box 731 Mahwah NJ 07430 or verbally by calling 1-800-252-2551. You may be liable for the unauthorized use of your account. The Bank may terminate or limit access to your account if you have notified the Bank or the Bank has determined that your card may have been lost or stolen, or that there may be unauthorized access to your account. If we issue a **total of ten (10) or more cards** on your account for use by you and your Authorized Users, you will be liable for all unauthorized use of the cards and your account prior to our receipt of notification as described in this Section 13. If we issue **fewer than ten (10) cards** on your account, you may be liable for up to \$50 for any authorized use of the card(s) prior to our receipt of notice of loss, theft or unauthorized use, or such suspected use; however, you will not be liable for unauthorized charges resulting from such fraudulent use after our receipt of such notice, unless the fraudulent use occurs as a result of your lack of reasonable security precautions and controls surrounding the cards or accounts, or such use results in a benefit, directly or indirectly, to you or the Authorized User.

**14. Authorization:** Telephone calls may be made to you using an automatic dialing-announcing device. Your telephone conversations with employees or agents of the Bank may be monitored and/or recorded for quality assurance purposes. Use of your account will signify your consent to such use of an automatic dialing announcing device, monitoring, and/or recording.

**15. Governing Law:** Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.

**16. Signature:** Your signature and address on the Application represents your signature and address on this Agreement.

**Important information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial Institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Truth In Lending Disclosures**

<b>ANNUAL PERCENTAGE RATES (APR)</b>	<b>The Standard APR: 22.99%</b> (Daily Periodic Rate .0630%) <b>A Default APR: 28.99%</b> (Default Daily Periodic Rate .0794%) The APR will automatically increase to the Default APR if during any twelve (12) month period any two (2) minimum payment due amounts are not received by the specified due date on the statement.
<b>VARIABLE PERCENTAGE RATE INFORMATION</b>	The APRs may vary. The APRs are determined by adding 17.24% ("Margin") for the Standard APR, and 23.24% ("Margin") for the Default APR to the highest domestic "prime rate" published in the "Money Rates" section of <i>The Wall Street Journal</i> (eastern edition) on the first day of each calendar month. A minimum rate applies see Section 2 for additional details on Variable Rates. 24 days from statement date
<b>Grace Period:</b>	Average Daily Balance (including new purchases)
<b>Method of computing finance charge:</b>	\$2.00
<b>Minimum Monthly FINANCE CHARGE:</b>	None
<b>Annual Fee:</b>	None
<b>Over the limit Fee</b>	None
<b>Promotional Transaction Fee</b>	For each Promotional Transaction a fee of up to \$175 may be added to the account, which is an additional FINANCE CHARGE.
<b>Late Payment Fee</b>	\$29 if outstanding balance is less than \$500 or \$39 if the outstanding balance is greater than or equal to \$500.
<b>Closed Account Maintenance Fee</b>	A monthly fee of \$2.50 will be charged if an account is voluntarily closed without paying off the entire balance, which is an additional FINANCE CHARGE.

The information about the costs of the credit card described in this Application is accurate as of November 2008 when it was printed. This information may have changed after that date. To find out what may have changed, call us at 1-800-252-2551 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

**COMMERCIAL REVOLVING CREDIT AGREEMENT**

"You" and "your" means the Business Borrower. If approved, your credit card will be issued by TD Bank N.A. the ("Bank"). If a credit card is issued, you will be provided with your initial credit limit at the time you receive your credit card.

You understand that the Bank may change your credit limit from time to time, either at your request (if the Bank approves your request) or at the Bank's initiative. The Bank has the right to cancel or limit the credit to be extended to you at any time without prior notice. You agree to pay for all purchases made by you and/or others as authorized by you.

**1. Finance Charge:** You will not have to pay a periodic Finance Charge on purchases if you pay your New Balance in full by the Payment Due Date shown on your current statement, which shall not be less than 24 days after the close of the billing cycle. Otherwise, Finance Charges will accrue from the date of the transaction

(or, at the Bank's option, from the date they are posted to your Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in section 8 below. The Bank will use the Average Daily Balance method to compute the FINANCE CHARGE. The **FINANCE CHARGE** on your account is figured by applying each applicable Daily Periodic Rate to the AVERAGE DAILY BALANCE of the outstanding purchase transactions (including current transactions) that are subject to that Daily Periodic Rate. To get the AVERAGE DAILY BALANCE for each type of transaction subject to a particular rate, the Bank takes the beginning balance of such transactions each day and adds any new purchase transactions subject to the same rate and unpaid finance charges and subtracts any payments or credits. This gives the Bank the DAILY BALANCE to the rate in question. Then the Bank adds together all the daily balances subject to the same rate for the billing cycle and this total is divided by the number of days in the billing cycle. This gives the Bank the AVERAGE DAILY BALANCE for the transactions in question. There is a minimum monthly FINANCE CHARGE of \$2.00.

**2. Variable Rates:** The **Standard** and **Default** Daily Periodic Rates of **FINANCE CHARGE** (and the corresponding Annual Percentage Rates ["APRs"]) on your account may vary each calendar month. The Daily

Periodic Rate (DPR) is 1/365<sup>th</sup> (1/366 during leap year) of the applicable **APR**. Each Daily Periodic Rate of Finance Charge (and corresponding APR) will vary based on the highest domestic Prime Rate as published in *The Wall Street Journal* ("Prime Rate") on the first day of the calendar month. The Bank will calculate the rates by adding the applicable "Margins" (as indicated in the table at the beginning of this Agreement under the heading "VARIABLE RATE INFORMATION") to the Prime Rate. If a Prime Rate is not published on the first calendar day, the Prime Rate will be the Prime Rate published on the next day. The initial Daily Periodic Rate of **FINANCE CHARGE** (and the corresponding initial **APR**) is indicated in the table at the beginning of this Agreement under the heading "**ANNUAL PERCENTAGE RATE** ("APRs") for Purchases". Each Daily Periodic Rate of Finance Charge (and corresponding APR) may increase if the Prime Rate increases, but the rate will not exceed the maximum rate permitted by applicable law. The Standard Annual Percentage Rate on this account will never be less than 22.99%. The new Daily Periodic Rate of Finance Charge (and corresponding APR) will apply to new purchases, as well as to the existing balance of your account on the first day of the next billing cycle. If the Daily Periodic Rate of **FINANCE CHARGE** (and corresponding APR) increases, the amount of the finance charge and the Minimum Payment Due may increase. A **Default** Daily Periodic rate of **FINANCE CHARGE** will apply if during any twelve (12) month period any two (2) Minimum Payments Due are not received by the specified due date on your billing statement. The **Default** Daily Periodic rate of **FINANCE CHARGE** is the Prime Rate plus the Margin as indicated in the table at the beginning of this agreement but never less than 28.99% APR.

**3. Minimum Payment Due:** For each purchase transaction, you agree to pay a Minimum Payment Due which is the greater of \$10 or 3% of the original purchase amount, plus any applicable fees and charges as of your Statement Closing Date. If your account includes balances arising from more than one purchase transaction, the "Minimum Payment Due" will be the sum of the amounts calculated for each purchase transaction as stated above, plus any amounts past due and any other fees and charges. Your Minimum Payment Due may increase if the Default APR is in effect on your Account.

**4. Late Fee:** If the Minimum Payment Due is not received by the Payment Due Date on the statement the Bank will charge you a late fee of \$29 if your outstanding account balance is less than \$500.00, or \$39 if your outstanding account balance is greater than or equal to \$500.00. You understand and agree that at the Bank's option, such late fee will be immediately due and payable.