



## ALLEGIS CORP. TERMS AND CONDITIONS OF APPLICATION FOR BUSINESS CREDIT

The Company hereby agrees to the following terms and conditions (“Terms and Conditions”):

1. The Company represents and certifies to Allegis Corporation (“Allegis”) that the responses, figures, statements, and other financial information contained or furnished to Allegis in this Application are true and correct and that such information is provided to Allegis to induce Allegis to extend credit to the Company.
2. The person completing this Application represents and certifies to Allegis that they have the authority to request credit on behalf of the Company, to disclose the information in this Application, and to bind the Company to these Terms and Conditions.
3. The Company authorizes Allegis and its agents to check with credit bureau reporting agencies, references, and any other source in investigating the information given and/or the credit of the Company, in reviewing this Application and the Guaranty (as defined below), taking collection action, or for any other purpose. By submitting this Application, the Company agrees to the terms and conditions of the Allegis Privacy Policy, as amended from time to time, available at [www.allegiscorp.com](http://www.allegiscorp.com).
4. At any time while this Application is pending and throughout any period during which Allegis has extended credit to the Company for which Allegis has not yet been reimbursed, Allegis may obtain credit reports (including, without limitation, consumer credit reports) regarding the Company as well as its principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of credit provided by Allegis to the Company pursuant to or in connection with this Application.
5. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning applicants is the Federal Trade Commission, ECOA Compliance, Washington, DC 20580.
6. Upon Allegis’ request at any time, the Company shall provide to Allegis, within ten (10) business days, the Company’s most current regularly prepared financial statements, including, without limitation, a full and complete statement of the Company’s assets and liabilities.
7. The Company will give Allegis at least fifteen (15) calendar days’ prior written notice of any development that may adversely affect the Company’s financial condition, including, without limitation, **(a)** the institution by or against the Company of proceedings in bankruptcy or any other procedure for the settlement of debts, **(b)** the Company making an assignment for the benefit of its creditors, **(c)** the Company’s inability to pay its expenses as they accrue due to a lack of sufficient funds, **(d)** the transfer of ownership or sale of the Company, **(e)** the Company’s dissolution or other events pursuant to which it ceases to do business, and **(f)** any change in the business form in which the Company conducts



business. Any notice provided hereunder will be sent by courier or U.S. first-class mail (postage prepaid and return receipt requested) to: Allegis Corporation, Attention: Credit Department, 8001 Central Ave. N.E., Minneapolis, Minnesota 55432.

8. Allegis may approve or decline this Application in its sole and absolute discretion.

9. In the event that Allegis approves this Application and agrees to extend credit to the Company, the credit payment terms are net thirty (30) days, unless Allegis provides different payment terms in writing. The Company's credit limit will be outlined in Allegis' letter approving the Company's credit application.

10. Allegis may cancel or modify the terms of credit granted as a result of this Application at any time in Allegis' sole and absolute discretion.

11. The Company agrees that the substantive law, and not the conflicts of law, of the State of Minnesota shall govern this Application and the Company's account. The Company consents to the jurisdiction and venue of the federal and state courts of Hennepin County, Minnesota as having the exclusive and proper subject matter and personal jurisdiction over this Application and the Company's account. The Company agrees to pay all collection fees, reasonable attorneys' fees, court costs, and other expenses incurred by Allegis to enforce this Application and the Guaranty and to collect any amounts due by the Company and/or Guarantor (as defined below) to Allegis. The Company also waives any rights it may have to a jury trial.

12. All sales of goods and services to the Company shall be governed by Allegis' standard terms and conditions of sale as posted at [www.allegiscorp.com](http://www.allegiscorp.com) as the same may be modified from time to time.

13. This Application sets forth all of the terms and conditions applicable to the parties relating to the matters specified in this Application and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters, provided that Allegis may modify any credit agreement comprised of this Application upon written notice to the Company in Allegis' sole and absolute discretion from time to time.

14. This Application may be executed in any number of counterparts, including by facsimile, each of which when so executed and delivered to Allegis shall be deemed an original, and all of which when taken together shall constitute one in the same document.

#### **PERSONAL GUARANTY BY OWNER AND PERSONAL CREDIT REPORT AUTHORIZATION**

The undersigned guarantor ("Guarantor") understands that their credit is a necessary and continuing factor in the granting of credit to the Company and that this personal guaranty ("Guaranty") is an ongoing personal guaranty. Guarantor consents to and authorizes Allegis and its agents to check with credit bureau reporting agencies, references, and any other source in investigating the information given and/or the credit of Guarantor, in reviewing the Application and this Guaranty, taking collection action, or for any other purpose. By submitting this Guaranty, Guarantor agrees to the terms and conditions of the Allegis Privacy Policy, as amended from time to time, available at [www.allegiscorp.com](http://www.allegiscorp.com).



In consideration of the extension of credit to the Company, the undersigned Guarantor, jointly and severally, unconditionally and absolutely guarantees to Allegis the due and prompt payment and performance, and not just collectability, of all obligations of the Company at any time to Allegis, including, without limitation, the amount of any invoice, principal, interest, costs, expenses, including reasonable attorneys’ fees, and all other indebtedness owed by the Company to Allegis (collectively, the “Indebtedness”). This Guaranty is effective immediately and without notice of its acceptance, which notice is hereby waived, and is to be a continuing guaranty in full force and effect until the effective date of a written notice of revocation by Guarantor and delivered to Allegis by certified mail return receipt requested. Notwithstanding the foregoing, Guarantor understands and agrees that the effective date of any such revocation shall be ninety (90) calendar days after Allegis’ receipt of such notice, and that such revocation shall not discharge the obligations of Guarantor with respect to any Indebtedness and even after revocation of this Guaranty, Guarantor shall remain liable until all amounts due to Allegis have been paid in full. Guarantor agrees to pay all Indebtedness, as well as all collection fees, reasonable attorneys’ fees, court costs, and other expenses incurred by Allegis to enforce this Guaranty, the Application and/or any written contract between Allegis and the Company and to collect any amounts due by the Company to Allegis. Guarantor agrees that the substantive law, and not the conflicts of law, of the State of Minnesota shall govern this Guaranty. Guarantor consents to the jurisdiction and venue of the federal and state courts of Hennepin County, Minnesota as having the exclusive and proper subject matter and personal jurisdiction over this Guaranty. Guarantor also waives any rights he or she may have to a jury trial. This Guaranty may be executed in any number of counterparts, including by facsimile, each of which when so executed and delivered to Allegis shall be deemed an original, and all of which when taken together shall constitute one in the same document.

Dated: \_\_\_\_\_

**GUARANTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Social Security # (required): \_\_\_\_\_

SEPARATE APPLICATIONS AND GUARANTEES MUST BE COMPLETED, SIGNED BY EACH CUSTOMER, OWNER AND GUARANTOR, AND THE ORIGINALS RETURNED TO ALLEGIS VIA MAIL, FACSIMILE OR E-MAIL BEFORE THE APPLICATION CAN BE CONSIDERED FOR APPROVAL.