



6345 Downing Street
Denver, CO 80216

Credit Application and Agreement

Credit Amount Requested: \$ _____

Applicant Company Name: _____

Year Started: _____ Year Incorporated: _____ EIN: _____

Corporate Info (Choose One): Sole Proprietor _____

Corporate Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____

CEO/President Full Name: _____

Email: _____ Date of Birth: _____ Phone: _____

Sr. Financial Officer Full Name: _____

Email: _____ Date of Birth: _____ Phone: _____

Accounts Payable Person Full Name: _____

Email: _____ Phone: _____

Billing address, if different from above: _____

Email where we should send our invoices: _____

Bank References

Bank Name: _____ Bank Phone: _____

Name on Account: _____ Account #: _____

Trade References with Whom You Currently Have Accounts

1. Name: _____ Phone: _____

Email: _____

2. Name: _____ Phone: _____

Email: _____

3. Name: _____ Phone: _____

Email: _____

Insurance Information: Attach a valid certificate of insurance

Other: Do you require use of purchase orders (choose one): Yes No

IF A RESELLER, RESALE LICENSE #: _____ SALES TAX EXEMPT? IF YES, ATTACH CERTIFICATE. The undersigned certifies that the above information given for credit purposes is true and correct and authorizes _____ (the "Customer, any," "us," or "our") or our assigns and any credit bureau or other investigative agency to investigate the references, statements or other data listed or accompanying this application from the date of this application until any unpaid sums owed VIABLY, LLC, VIABLY CALIFORNIA, LLC, VIABLY, USA, LLC, KOMPTECH AMERICAS, LLC AND VIABLY SOLUTIONS CANADA, LTD, hereinafter all collectively referred to as "VIABLY". are paid in full. The undersigned authorizes all parties to release credit and financial information requested as part of said investigation. The undersigned agrees to our payment terms which are: PAYMENT OF STATEMENT IN FULL IS DUE WITHIN 30 DAYS OF INVOICE DATE UNLESS OTHERWISE NOTED AS DUE UPON DELIVERY. Interest of the lesser of two percent (2%) per month or the legally allowed limit which will be applied to the unpaid balance from the billing date including post-judgment, together with all costs, expert witness fees, and reasonable attorneys' fees and any other costs or expenses of collection, incurred in collecting these amounts. This authorization cannot be revoked if any moneys are owed to VIABLY. We also agree that this credit application and agreement shall be enforced and construed pursuant to the laws of the state of VIABLY's choosing. Any claims that arise out of the manufacture, sale, use, operation, maintenance, or repair of any parts or equipment sold under this agreement, or out of any services provided under this agreement, shall be brought in state, city and court of VIABLY's choosing.

CONTINUED ON NEXT PAGE – MUST BE SIGNED BY AN OFFICER OR PARTNER OF THE APPLICANT

Credit Application and Agreement (continued)

▶ **Signature:** _____

Printed Name: _____

Title: _____

▶ **Witness Signature:** _____ Date: _____

Witness Name: _____

Address: _____

Contact Phone: _____

Personal Guaranty

In consideration for us ("VIABLY") extending credit to _____ ("CUSTOMER") on or after this date, the undersigned guarantor(s) ("Guarantors"), jointly and severally, hereby personally guarantee unconditionally the prompt payment of any sums or obligations which are now or shall hereafter become due and owing by the CUSTOMER to VIABLY. It is understood and agreed that credit, if extended, is to be on a continuing basis, and VIABLY shall not be obligated to notify the Guarantors of the dates or amounts of any such credit, that the Guarantors waive demand and notice of default and agree that any extension of time or other forbearance which may be granted by VIABLY shall not affect or alter VIABLY's right under this guaranty.

The Guarantors for themselves and the above-named CUSTOMER further agree to pay a service charge equal to the lesser of two percent (2%) per month or the legally allowed limit on all past-due, including post-judgment, balance as well as all costs and expenses VIABLY may incur in connection with the collection of any past due balance or any other default by the CUSTOMER on any agreement or transaction the CUSTOMER may enter into with VIABLY including, without limitation, reasonable attorney's fees, expert witness fees, and all other costs of collection. The Guarantors for themselves and the CUSTOMER understand and agree that in signing this guaranty, they are submitting themselves to the jurisdiction of VIABLY's choice of state or city and its courts and, in the event that litigation arises between the CUSTOMER and VIABLY and/or any of the Guarantors and at the sole option of VIABLY, jurisdiction will be appropriate in the state of VIABLY's choosing and venue proper in the county of VIABLY's choosing.

This obligation of the Guarantors shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger, or consolidation of the CUSTOMER or any other change in the composition, nature, personnel or location of the CUSTOMER. This guaranty shall insure to the benefit of VIABLY, its successors and assigns and shall bind the heirs, executors, personal representative, administrators and other successors of the Guarantors.

Signature of Guarantor (no titles)

Signature of Guarantor (no titles)

Name of Guarantor (please print)

Name of Guarantor (please print)

Residential Address

Residential Address

Home Phone Number

Home Phone Number

Date

Date

SSN

SSN