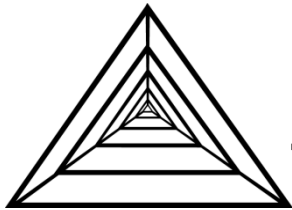


Credit Application Form



The Upgrade Place

McDonald and Associates
2544 South 156th Circle
Omaha, Nebraska 68130

ACCOUNT PROFILE

Phone 800.338.1531
Fax 800.242.5751

Company name

Sole Proprietor

Partnership

DBA

Corporation (state)

Other

Address

Incorporation date

Address Location Residential

Commercial

If Affiliates/Subsidiary, Indicate Parent Co.

City

State

Zip

Principal Owner/Officer

Phone number ()

President/CEO

Fax number ()

V. President

Website address

Controller

Email address

Length of time in business

Alternate Phone

Number of employees

Purchasing Agent

I authorize trade and bank information to be released.

Authorized Signature

The information contained herein is confidential and is true and reliable. Industry Standard terms are Credit Card and C.O.D. Typically, a consistent three month order history is established before Open Account Terms are considered. All forms and signatures must be completed, including our Guaranty.

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Bank Reference 1

Account # _____

Bank _____

Address _____

City _____ State _____ Zip _____

Account Type (Please Circle)

Checking	Commercial	Savings
Loan		Other

Bank Reference 2

Account # _____

Bank _____

Address _____

City _____ State _____ Zip _____

Account Type (Please Circle)

Checking	Commercial	Savings
Loan		Other

Trade Reference 1

Type of Business _____

Name _____

Terms _____

Address _____

Phone _____

City _____ State _____ Zip _____ Fax _____

Trade Reference 2

Type of Business _____

Name _____

Terms _____

Address _____

Phone _____

City _____ State _____ Zip _____ Fax _____

Trade Reference 3

Type of Business _____

Name _____

Terms _____

Address _____

Phone _____

City _____ State _____ Zip _____ Fax _____

Most first time orders are CASH INSTRUMENT (credit card, bank wire, money order, cashier's check). Standard terms will remain in place until an Account Profile is received and approved by McDonald and Associates d/b/a The Upgrade Place. Orders may be held pending receipt of those documents and satisfactory review of applicant's trade history. Checks returned for insufficient funds may result in any or all of the following: Cancellation of credit terms, termination of account, and liability of applicant for a return check charge of \$30.00 plus reasonable attorney fees as allowed by law, and referral to the Sheriff's office of the jurisdiction for issuance of any appropriate warrant. All quotes and payment by the undersigned are in U.S. dollars.

INTEREST on any invoices not paid by the end of the month following the month of the invoice date will be paid by the undersigned applicant at the rate of 2% per month, compounded monthly or the highest rate allowed by law, whichever is less.

SHIPPING AND HANDLING: Shipping charges and terms are F.O.B. Omaha, Nebraska. All products are fully insured until delivered and signed for at recipient's location.

PRODUCT RETURN: Defective hardware will always be replaced and many products carry a Lifetime Warranty. Defective items may be returned for replacement if received within 30 days of applicant's original receipt of the items. No items returned will be accepted without authorization. Non-defective items (determined after extensive testing in our Omaha office), *may* have a 15% restocking which applicant hereby agrees to pay. Restock fees *apply* to mis-orders or late cancellations, *especially* for custom products.

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CHOICE OF LAW, JURISDICTION, AND GENERAL PROVISIONS:

1. The substantive laws of the State of Nebraska will govern this application and all transactions unless waived in writing. Any action to interpret or enforce this application, or otherwise pertaining to services, products, other materials or debts or to transactions between the undersigned and our firm, shall be brought in a state court located in Omaha, Nebraska, where jurisdiction is hereby acknowledged by the undersigned. The undersigned hereby WAIVES any defense of inconvenient forum concerning said court. Notwithstanding the provisions of any purchase order or oral or written request provided, the terms of this application will apply and preclude the inclusion of any different or additional terms proposed by anyone else.
2. If any payment is not made when due, whether or not proceedings are in bankruptcy or otherwise, the undersigned agrees to pay our costs and expenses of collection and enforcement of the terms contained herein, including without limitation reasonable attorney fees.
3. The undersigned hereby represents and warrants that the undersigned is solvent. For purposes of seller's reclamation and other remedies, any purchase order or written request by the applicant for products or other materials shall be deemed a written representation of the applicant's continued solvency.
4. The applicant agrees that all orders will be handled according to the above policies. Applicant, and undersigned (individual signing on behalf of any applicant that is an entity), warrant(s) and represent(s) that all information contained in the application is accurate and reliable.

RESELLER INFORMATION

Company Name _____ Title of Authorized Agent _____

Printed name of Applicant _____ Signature of Applicant _____

Date _____

TO BE COMPLETED BY ALL CORPORATE, LIMITED LIABILITY COMPANY, AND OTHER ENTITY "DEALERS"

GUARANTY

1. Upon approval of the above credit application, the undersigned individual hereby irrevocably and unconditionally guarantees payment and performance when and where due any and all of the above applicant's obligations.
2. The undersigned waives notice of acceptance of this guaranty and notice of any obligations and waives presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of alleged default, notice of right to cure (if any) pertaining to a default, and any other notice to any party including the undersigned, liable for the applicant's obligations.
3. This guaranty is a continuing one and shall continue until written notice of termination by the undersigned has been received by our CFO and notwithstanding termination, shall remain fully effective as to all obligations created. No withdrawal of the undersigned from any guaranty relationship with the applicant shall limit this guaranty.
4. This guaranty shall be governed by the State of Nebraska's substantive laws. The undersigned hereby irrevocably consents to jurisdiction in a state court located in Omaha, NE. The undersigned, to the extent allowed by law, as to actions pertaining to this guaranty hereby WAIVES any defense of inconvenient forum concerning said court.

Company Name _____ Title _____

Printed name of Guarantor _____ Signature of Guarantor _____

Witness to Guarantor's Signature _____ Date _____

Any contact information collected by **The Upgrade Place** is *completely confidential*. Our company has *never* and *will never* share or sell your information to another firm for any reason.