

CREDIT APPLICATION AND PAYMENT AND GUARANTEE AGREEMENT

To induce EAP Innovations to sell merchandise or extend credit to Purchaser or accept business checks from Purchaser, Purchaser and Guarantor must complete and sign this Application and Agreement. All sales are C.O.D. until EAP Innovations agrees to extend credit to Purchaser. Only company officers of EAP Innovations are authorized to negotiate and agree to credit terms. All sales are subject to the terms stated herein.

Purchaser's Legal Name	e:				
Purchaser's Trade Nam	e (if different from legal name)				
Purchaser's Address:		City/State	Zip		
Billing Address (if different	ent)	City/State	Zip		
Business Tel:	Fax:	Em	ail Address:		
Business Type (check o		t() Limited Liability Pa	ited Liability Company (LLC) rtnership (LLP) () Limited Partnership n (PA) () Professional Corporation (PC)		
Cigarette Lic. No	Sales Tax No)	Tax Exempt No		
Employer Identification I	No. (FEIN):	Certificate of Resale Attached? () Yes () No			
Credit Terms Requested	d:P.O	. Required?()Yes () N	lo Date Business Started:		
PURCHASER'S OFFIC	ERS/OWNERS/GENERAL PAR	TNERS/MANAGING A	GENTS/PRINCIPALS/INDIVIDUALS:		
Name	Title	e	Home Phone		
Home Address		Birth Date	Soc. Sec. #		
Name	Title	e	Home Phone		
Home Address		Birth Date	Soc. Sec. #		
Name	Title		Home Phone		
Home Address		Birth Date	Soc. Sec. #		
FINANCIAL AND BANI	KING INFORMATION:				
Purchaser's Bank (busines	ss checks):	Chec	ck Acct #		
Purchaser's Bank (other a	ccts: savings; lottery; payroll, etc.)		Acct #'s		
Guarantor's Personal Banl	k: Checking Acct.	Other A	Accts		
Has Purchaser ever filed b	ankruptcy () Yes () No; Has Guara	antor ever filed bankruptcy	?? () Yes () No. If "yes" to either, provide:		
<u></u>	ourt Name & Location				
Case#	Reason for Filing:				
TRADE /CREDIT REFE	RENCES:				
Name:	Address:	Contact:	Tel:		
Name:	Address:	Contact:	Tel:		
Name:	Address:	Contact:	Tel:		
	one (1) year old, provide the namm mpany:		# and account # for Guarantor's resident		

THIS IS A TWO SIDED DOCUMENT

Review the important payment, guaranty and other terms on the reverse side and sign

Please submit copy of Business License

PAYMENT TERMS & PERSONAL GUARANTEE AGREEMENT

The following terms apply to <u>all sales</u> made or credit extended to Purchaser by EAP Innovations (EAP). In consideration of any sale made or credit extended, Purchaser and Guarantor(s) agree to all of the terms stated herein. Purchaser agrees to timely pay all invoices and its account. Guarantor(s) personally agree(s) to guarantee to EAP the payment of Purchaser's invoices, account and any indebtedness owed by Purchaser to EAP including, without limitation, any credit extended to Purchaser. The liability of Purchaser and Guarantor(s) to EAP is joint and several with Purchaser.

Any person signing below agrees that his/her signature is in two capacities: as agent for Purchaser and personally as guarantor, regardless of an agency designation. In consideration of any sale made or credit extended to Purchaser and as a material inducement to EAP to make any sale or extend any credit to Purchaser, Guarantor(s), jointly, severally and unconditionally, personally guarantee(s) to EAP the payment, not merely the collection, of Purchaser's invoices, account and any indebtedness owed by Purchaser to EAP whether presently existing or incurred hereafter. Purchaser's "account" or "indebtedness" includes, without limitation, the administrative account fee, interest, attorney's fees, bank fees for dishonored checks and collection and court expenses as provided below. Purchaser and Guarantor(s) each represent and warrant that the information provided herein is complete and true. Purchaser and Guarantor(s) authorize(s) EAP and its agents to investigate the creditworthiness, employment, income, banking, trade and credit references of Purchaser and Guarantor(s) and report to proper persons and bureaus Purchaser's and Guarantor's performance.

If Purchaser fails to pay his/her/its account or indebtedness when due, EAP may, at its option, levy a \$500.00 administrative account fee to Purchaser's account, which fee Purchaser and Guarantor(s) hereby agree to pay on demand, to defray EAP's costs to process and collect the account or indebtedness before filing suit. Purchaser and Guarantor(s) agree to pay interest at 18% per annum on any unpaid invoice or other charge from its due date until paid. If Purchaser's account or indebtedness is referred to an attorney to collect, Purchaser and Guarantor(s) agree to pay attorney's fees equal to 25% of the principal amount of the account or indebtedness found due and owing either by settlement or a court of competent jurisdiction and all collection and court costs incurred by EAP to collect the same. Purchaser and Guarantor(s) agree to reimburse EAP on demand for any bank fee incurred because a check or other form of payment is returned unpaid because of insufficient funds or otherwise. EAP may apply payments in the following order:

(i) administrative account and bank fees; (ii) interest; (iii) attorney's fees; (iv) collection and court expenses; and (v) principal.

Sales are authorized without a signature on an invoice. Sales conclusively evidence the acceptance by Purchaser and Guarantor(s) of the terms set forth herein without exception. Goods may be sold and credit extended to Purchaser without notice to Guarantor(s) who hereby waive presentment, demand, protest, homestead, default, notice of default and evidence of indebtedness. Guarantor(s) personal guarantee(s) is/are continuing and only may be terminated by written notice delivered by certified mail, return receipt requested, to EAP's office. Guarantor(s) are liable for all sales made or credit extended to or debt incurred by Purchaser before such notice is received. Guarantor(s) personal guarantee is not discharged or affected by his/her death or the impairment of any security interest or collateral, and is binding on Guarantor(s) heirs, executors and legal representatives.

Purchaser and Guarantor(s) irrevocably waive any right to trial by jury in any action or proceeding concerning this Agreement, the Guarantee, Purchaser's account or indebtedness, invoices and the commercial relationship between EAP and Purchaser and/or Guarantor(s). Purchaser and Guarantor(s) agree to submit to personal jurisdiction and venue in a court of competent jurisdiction in Montgomery County, MD for all disputes or controversies concerning this Agreement, the Guarantee, Purchaser's account and indebtedness, invoices and the commercial relationship between EAP and Purchaser and/or Guarantor(s).

Guarantor(s) irrevocably waive(s) and agree(s) to not assert any claim (as defined in 11 U.S.C. §101) that Guarantor(s) may now or hereafter have against Purchaser because of payments or transfers made by Guarantor(s) or payments or transfers for which Guarantor(s) are obligated to make to EAP hereunder.

SECURITY INTEREST: Purchaser hereby grants a security interest to EAP in all goods now or hereafter purchased.

Purchaser and Guarantor acknowledge reading this Agreement and Guarantee before signing it.

X				
Signature of Purchaser/Guarantor (Seal)	Date	Social Security Number		
X				
Signature of Purchaser/Guarantor (Seal)	Date	Social Security Number		
FOI	R OFFICE USE ONLY			
Date Received Salesperson Terms Approved:	n			
References Checked and Approved: () Financial () Comments:	Trade			



PENNSYLVANIA EXEMPTION CERTIFICATE

STATE AND LOCAL SALES AND USE TAX
STATE 6% AND LOCAL 1% HOTEL OCCUPANCY TAX
PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
VEHICLE RENTAL TAX (VRT)
□ ADDITIONAL LOCAL. CITY. COUNTY HOTEL TAX *

This form cannot be used to obtain a Sales Tax Account ID, PTA Account ID or Exempt Status.

(Please Print or Type)
Read Instructions
On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED					SUPPLIED
CHECK ONE: PENNSYLVANIA TAX UNIT EXEM PENNSYLVANIA TAX BLANKET		·			•
Name of Seller, Vendor or Lessor					
Street	С	ity		State	ZIP Code
NOTE: Do not use this form for claiming an exemption on cle, trailer, semi-trailer or tractor with the PA Department of	the reg	istration of a vehicle. To coortation, Bureau of Moto	claim an exem r Vehicles, use	ption from to one of the	ax for a motor vehi-
FORM MV-1, Application for Certificate of Title	(first-ti	me registrations)			
FORM MV-4ST, Vehicle Sales and Use Tax Re	eturn/A	pplication for Registration	n (other regist	rations)	
Property and services purchased or leased using this cer from the back of this form, check the corresponding block				t the appro	priate paragraph
1. Property or services will be used directly and predominately	by purc	haser in performing purchaser	's operation of:		
2. Purchaser is a/an:		holding Sales Tax Ex	emption Number	•	
3. Property will be resold under Account ID (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 8 explaining why a number is not required).				count ID, include a	
4. Property or services will be used directly and predominately by purchaser performing a public utility service. PA Public Utility Commission PUC Number and/or U.S. Department of Transportation MC/MX					
5. Exempt wrapping supplies, Account ID (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 8 explaining why a number is not required).					nt ID, include
6. Canned computer software purchased by a financial institution subject to the Bank and Trust Company Shares Tax (Article VII) or the Mutual Thrift Institutions Tax (Article XV).					
7. Canned computer software licenses that are billed to a PA address but used outside of PA. The total number of software licenses purchased for invoice # is The total number of users accessing and using the software outside PA is					
8. Other (Explain in detail. Additional space on reverse side).					
I am authorized to execute this certificate and claim this erepresentative is punishable by fine and imprisonment.	exempt	ion. Misuse of this certific	cate by seller,	lessor, buy	er, lessee or their
Name of Purchaser or Lessee	Signat	ture	EIN		Date
Street		City		State	ZIP Code

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

MPORTANT: DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. NONPROFIT EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75000000).

GENERAL INSTRUCTIONS

Those purchasers set forth below may use this form in connection with the claim for exemption for the following taxes:

- a. State and local sales and use tax;
- b. PTA rental fee or tax on leases of motor vehicles;

- Hotel occupancy tax (state 6%, Philadelphia 1%, Allegheny 1%) if referenced with the symbol (●);
- d. PTA fee on the purchase of tires if referenced with the symbol (+);
- e. Vehicle rental tax (VRT).

EXEMPTION REASONS

- Property and/or services will be used directly and predominately by purchaser in performing purchaser's operation of:
 - A. Manufacturing
 - B. Mining
 - C. Dairying
 - D. Processing
 - E. Farming
 - F. Shipbuilding
 - G. Timbering

This exemption is not valid for property or services used in: (a) constructing, repairing or remodeling of real property, other than real property used directly in exempt operations; or (b) maintenance, managerial, administrative, supervisory, sales, delivery, warehousing or other nonoperational activities. This exemption is not valid for vehicles that are required to be registered under the Vehicle Code, as well as supplies and repair parts for such vehicles, the PTA tire fee, and certain taxable services.

- 2.) Purchaser is a/an:
 - A. Instrumentality of the commonwealth (to include public schools and state universities).
 - B. Political subdivision of the commonwealth (includes townships and boroughs).
 - C. Municipal authority created under the Municipality Authorities Acts.
 - D. Electric cooperative corporations created under the Electric Cooperative Law of 1990.
 - E. Cooperative agricultural associations required to pay corporate net income tax under the Cooperative Agricultural
 Association Corporate Net Income Tax Act (exemption not valid for registered vehicles).
 - F. Credit unions organized under Federal Credit Union Act or Commonwealth Credit Union Act.
 - G. U.S. government, its agencies and instrumentalities.
 - H. Federal employee on official business (exemption limited to hotel occupancy tax only. A copy of orders or statement from supervisor must be attached to this certificate).
 - School bus operator (This exemption certificate is limited to the purchase of parts, repairs or maintenance services upon vehicles licensed as school buses by the PA Department of Transportation).
 - J. Charter Schools and Community Colleges.

Renewable Entities beginning with "75":

- K. Religious Organization
- L. Nonprofit Educational Institution
- M. Charitable Organization

Permanent Exemptions beginning with the two numbers "75":

- N. Volunteer Fire Company
- O. Relief Association

Special Exemptions

- P. Direct Pay Permit Holder
- Q. Individual Holding Diplomatic ID

- R. Keystone Opportunity Zone (beginning with two digit 72 account number)
- S. Tourist Promotion Agency

Exemptions for exempt organizations K through S are limited to purchases of tangible personal property or services for use and not for sale. Exempt organizations K - O above, shall have an sales tax exemption certificate number assigned by the PA Department of Revenue. Exempt organizations K-O above, are not exempt for purchases used for the following: (1) constructions, improvement, repair or maintenance or any real property, except supplies and materials used for routine repair or maintenance of the real property; (2) any unrelated activities or operation of a public trade or business; or (3) equipment used to maintain real property.

- 3.) Property and/or services will be resold or rented in the ordinary course of purchaser's business. If purchaser does not have a PA Sales Tax Account ID (8 digit number assigned by the department), complete Number 8 explaining why such number is not required. This exemption is valid for property or services to be resold: (1) in original form; or (2) as an ingredient or component of other property.
- Property or services will be used directly and predominately by purchaser in the production, delivery or rendition of public utility services as defined by the PA Utility Code.

This exemption is not valid for property or services used for the following: (1) construction, improvement, repair or maintenance of real property, other than real property used directly in rendering the public utility services; or (2) managerial, administrative, supervisor, sales or other nonoperational activities; or (3) vehicles, as well as supplies and repair parts for such vehicles, unless the predominant use is for providing a common carrier service; or (4) tools and equipment used but not installed in maintenance of facilities or direct use equipment. Tools and equipment used to repair "direct use" property are exempt from tax.

- 5.) Vendor/seller purchasing wrapping supplies and nonreturnable containers used to wrap property which is sold to others.
- 6.) Canned computer software or services to canned computer software directly utilized in conducting the business of banking purchased by a financial institution subject to the Bank and Trust Company Shares Tax (Article VII) or the Mutual Thrift Institutions Tax (Article XV).
- 7.) Seller is required to collect tax on canned software accessed remotely when the user is located in PA. If the billing address is a PA address, the presumption is that all users are located in PA. Purchaser is responsible for apportioning and remitting the tax due to each taxing jurisdiction and must provide the total number of licenses purchased and the number of those licenses used outside PA on Line 8. Please note that any unused licenses will be considered to be allocated to PA.

0.,) Other (villager a coparate critical or paper in more opace to required).				

8) Other (Attach a congrate cheet of paper if more chace is required)

^{*} Employees or representatives of the Commonwealth traveling on Commonwealth duty are exempt from any taxes on hotel stays or room rentals imposed by local governments that are in addition to the 6% state tax and the 1% Philadelphia and Allegheny County hotel occupancy tax.