

Credit Application

Name: _____ Phone: _____
Address: _____ Fax: _____
(Street) _____
_____ DUNS: _____
_____ EIN: _____
City State Zip Code

Accounts Payable:

Contact: _____ Phone: _____
Email: _____ Fax: _____
Type of Business: _____ Date Established: _____

Trade References: (Trade References should be U.S. suppliers of major products and/or services however please list references in accordance with geographical location of applicant.)

Name: _____ Name: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Contact: _____ Contact: _____

Bank Reference:

Checking Loan Savings

Name: _____ Account No: _____
Address: _____ Phone: _____
_____ Contact: _____

Ownership:

Corporation LLC Partnership Sole Owner Principals or Owners:

1. Name: _____
Business Title: _____
Home Address: _____
2. Name: _____
Business Title: _____
Home Address: _____

Does your company participate in any global supply-chain cargo security program(s) i.e. Customs-Trade Partnership Against Terrorism (CTPAT), Authorized Economic Operator (AEO), Partners in Protection (PIP)?

____ Yes

If Yes, identify security program name/certification number (if applicable) _____ and country of certification _____

____ No

NOTICE REGARDING XCELL'S TERMS AND CONDITIONS OF SERVICE:

By signing this Credit Application, you hereby agree to be bound by the Terms and Conditions of Service of carriage as contained on the Xcell Logistics website at <http://xcelllogistic.com> Note that separate Terms and Conditions are published and shall govern for the services purchased from Xcell, i.e. transportation, warehousing, software solutions, and the like. In addition to the applicable Terms and Conditions of Service, you agree to the following Terms:

1. Payment Terms. Pending approval of this application, terms are cash in advance (“COD”). Once approval is confirmed in writing by Xcell, you agree to pay Xcell within 30 days of the invoice date unless otherwise agreed in writing with XCELL. All invoices not paid within 30 days of invoice date will be subject to a late fee charge of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. Invoices must be paid without set-off, counterclaim, or delay and any claims for loss or damage must be reconciled separately with XCELL, as pursuant to the applicable Terms and Conditions of carriage. The party signing this credit application further agrees and acknowledges its responsibility of payment to XCELL for all charges incurred, regardless of whether or not payment has been received from its’ third party, vendor, customer, or any other entities or individuals who are not a party to this Agreement with XCELL.
2. Collection Expenses & Delinquent Accounts. If it becomes necessary for XCELL to utilize a collections agency and/or attorneys to collect any unpaid amount owed, then you shall be obligated to pay the actual collection agency fees, attorneys’ fees, litigation fees and any other expenses, including but not limited to court costs, incurred by XCELL, regardless of whether litigation is actually filed. XCELL reserves the right to amend, revise, or revoke credit at its sole discretion, at any time. In addition, XCELL may withhold or suspend services in the event that an account becomes delinquent.
3. Authority to Investigate References. The undersigned warrants that the information submitted herein is true and correct, to the best of his or her information, belief and knowledge. The undersigned further authorizes XCELL to investigate the credit and bank references above as well as to obtain credit report(s) and information from any agencies or other entities chosen by it, in connection with the processing of this Credit Application and at any future time so long as there is any unpaid balance on the Applicant’s account.
4. Compliance with the Laws. XCELL conducts its business ethically and in compliance with all anti-corruption laws where XCELL does business including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended and the UK Bribery Act, as amended (collectively, the “Anti-Corruption Laws”). The party signing this Agreement and its owners, directors, agents, employees, and subcontractors shall comply with the Anti-Corruption Laws and shall not cause SEKO to be in violation of any Anti-Corruption Law. The party signing this Agreement agrees to refrain from directly or indirectly through third parties, giving, offering, promising, making, facilitating, authorizing or ratifying the making of any payments of anything of value (monetary or otherwise) to a U.S. or foreign official for the purposes of corruptly obtaining or retaining business or any business advantage, including, but not limited to: (i) influencing any official act, decision, or omission of such U.S. or foreign official; (ii) securing any improper advantage; or (iii) inducing such U.S. or foreign official to affect or influence any act or decision of another U.S. or foreign official. The party signing this Agreement further agrees to ensure that no part of any payment, compensation, or fee paid by SEKO to you pursuant to this Agreement or otherwise will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a U.S. or foreign official. Additionally, you may not accept any offer, promise or payment (monetary or otherwise) from any customer or SEKO Representative other than payments in the ordinary course of business for a proper purpose. “SEKO Representative” means SEKO including SEKO’s subsidiaries, affiliated companies, and their employees, officers, directors, managers, members, shareholders, agents, independent contractors and business partners.
5. Privacy and Cyber-Security. You shall take commercially reasonable measures to prevent unauthorized access to the information and services pursuant to this Agreement including, without limitation, any content herein, and any databases or other sensitive material generated from or used in conjunction with the services. SEKO expects you to uphold strict guidelines and procedures pertaining to Cyber Security by enlisting such security measures as URL PROTECTION, ATTACHMENT PROTECTION, INTRUSION PREVENTION PROGRAM, SECURE MESSAGING OPTIONS FOR SENSITIVE EMAIL and UNIFIED SECURITY MANAGEMENT.
6. Governing Law. In the event of any controversy hereunder, the parties agree that this Credit Application will be governed and interpreted by the laws of the State of Illinois, without reference to its choice of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or related to this Agreement shall be litigated only in courts having situs in Cook County, Chicago, Illinois, United States of America. Each party hereby consents and submits to personal jurisdiction in the courts located therein and waives any right such party may have to the contrary with respect to

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Itasca, IL 60143
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jurisdiction or venue. SEKO shall be entitled to recover from the party signing this Agreement all costs and expenses, including, without limitation, reasonable attorneys' and paralegals' fees and costs incurred by the in connection with any such litigation or proceeding

[Signature]

[Printed Name]

[Title]

[Date]

PERSONAL GUARANTEE

For good and valuable consideration and as an inducement to SEKO to issue credit to the entity herein named, the undersigned (jointly and individually) agrees to be personally liable for all indebtedness incurred by the above listed corporation or business entity. The undersigned (jointly and individually) further agrees to be personally liable for all indebtedness based on the extension of credit to any other corporation or business entity with which the undersigned is or may be affiliated.

[Signature]

[Printed Name]

FOR SEKO USE ONLY

Import Export Air Ocean Other

Estimated USD \$/Shipments per Month: _____ D&B Rating: _____

Estimated Outlays: _____ Estimated Revenue: _____

Amount of Credit Requested: _____

Credit Limit Approved: _____ Approved By: _____ Date: _____
