



2727 Pellissier Place
 City of Industry, CA 90601
 www.newcenturymediausa.com
 Tel: (562) 695-1000
 Fax: (562) 695-9900

Salesperson's Name: _____
 Amount Requesting: \$ _____
 Estimated Annual Purchase: \$ _____

CREDIT APPLICATION

BUSINESS INFORMATION

Legal Business Name: _____ Dun & Bradstreet#: _____
 DBA/Doing Business As: _____ Business Established On: _____
 Address: _____ City _____ State _____ Zip _____
 Tel: _____ Fax: _____ E-Mail: _____
 Federal Tax ID: _____ State Resale No.: _____
 Entity: _____ Sole Proprietorship _____ Partnership _____ LLP _____ LLC _____ Corp-Incorp Incorporated in: _____
 Previous Address & Phone Number (if less than 2 yrs at the current address) Date Relocated: _____
 Address: _____ City _____ State _____ Zip _____
 Tel: _____ Fax: _____ E-Mail: _____
 Principle's Name: _____ Title: _____
 Address: _____ City _____ State _____ Zip _____
 Tel: _____ Fax: _____ Social Security #: _____

BANK REFERENCES

Bank: _____ Account #: _____
 Tel: _____ Fax: _____ _____ Checking _____ Saving _____ Line of Credit
 Address: _____ Contact Person: _____
 Bank: _____ Account #: _____
 Tel: _____ Fax: _____ _____ Checking _____ Saving _____ Line of Credit
 Address: _____ Contact Person: _____

TRADE REFERENCES

Company Name: _____ Telephone #: _____
 Address: _____ Fax #: _____
 Company Name: _____ Telephone #: _____
 Address: _____ Fax #: _____
 Company Name: _____ Telephone #: _____
 Address: _____ Fax #: _____

The information contained on this application is true and accurate, and can be relied upon by NCMC, and submitted by the undersigned for the purpose of obtaining credit. The individual signing this application shall be jointly and severally liable with the applicant. Application hereby authorizes the release of credit and other financial information including but not limited to banking, trade information whether verbal or written. Said parties agree to pay all invoices within the terms as stated on each invoice. Accounts not paid within the stated terms, applicant and parties hereby waives any rights under the provisions of California Civil Code Section 3051 and all other provisions of the law now in force or that become in force afterward, and agree that in case applicant fails to make payments on the invoice, NCMC reserves the rights to claim a security interest in the artwork materials either in electronics or printing forms that have been provided by applicant. Failure to pay within the stated term is subject to a late payment charge of 1.5% per month and 18% per annum. Should it become necessary for third party collection or legal action to be taken to secure payment of merchandise received and not paid for, the said applicant parties are responsible for attorney's fees, court costs in addition to collection agency's fees. The undersigned also agrees to give written notice to vendor prior to the sale or transfer of all or substantially all of the stocks or assets of the business, or otherwise be fully liable for any unpaid billings for merchandise received. The information is declared to be true and correct and representation is made, the said parties attest to financial responsibility, ability, and willingness to pay for merchandise is received.

Officer's Signature: _____ Date: _____
 Print Name: _____ Title: _____

Internal Use Only

Approved: _____ Yes _____ No _____ By: _____ Date: _____
 COD: _____ TERMS: _____ Credit Limit: \$ _____

CREDIT APPLICATION TERMS AND CONDITIONS

Attorney’s Fees and Costs: In the event that new Century Media Corporation (“NMC”) commences an action to collect monies owed to NMC for any transactions with the undersigned, be it by court action and/or arbitration, the prevailing party in any such action shall be entitled to an award of actual attorney’s fees and costs incurred in connection therewith as determined by the court or any arbitration panel or tribunal in any such action. The attorney’s fee award shall not be computed in accordance with any court or arbitration schedule, but shall be in an amount of any ultimate judgment or award, since it is the intention of the parties to compensate fully the prevailing party for all attorney’s fees and costs paid or incurred in good faith.

Jurisdiction and Venue: The undersigned hereto expressly agrees that all contracts and agreements between the undersigned and NMC are made and entered into, and are to be performed in, the City of Industry, in the County of Los Angeles within the State of California. The undersigned further agrees and stipulates that any action brought by NMC and/or the undersigned against each other and/or their agents and assignees, shall be brought only in the proper Small Claims, Municipal or Superior Court of the County of Los Angeles, for the State of California in the Central District of the Los Angeles County Court. The undersigned hereby waives any defense to personal jurisdiction and/or in rem jurisdiction and consents to the jurisdiction of the Central District of the Los Angeles County Court for the purpose of any such action.

Arbitration of Disputes: With the exception of disputes related to monies or allegedly owed to NMC for services rendered and/or products sold, which are specifically excluded from arbitration, any other dispute or claim in law or in equity between NMC and the undersigned, and/or their agents and assignees, including, but not limited to, other breach of contract, claims of negligence, breach of express and/or implied warranty, intentional torts, discrimination and/or sexual harassment, shall be decided by neutral, binding arbitration and not by court action. Except as specifically provided herein, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Services, Inc. (JAMS). The selection of AAA or JAMS shall be made by the claimant first filing for arbitration with the understanding that Civil Code Section 1283.05 of the California Code of civil procedure shall not apply. In the event a matter is subject to arbitration and is submitted to arbitration by NMC or the undersigned and/or their agent and assignees, NMC and the undersigned hereby waive any and all rights to take depositions and/or to conduct discovery in said arbitration. The undersigned further agree that any and all arbitrations between NMC and the undersigned shall be filed in, and conducted within, the county of Los Angeles, state of California only.

Non-Dischargeable Debt: The undersigned agrees not to list any monies owed to NMC or any judgment obtained hereunder in any bankruptcy proceeding, bankruptcy petition, or bankruptcy schedule. The undersigned further agrees that any stipulated amount and any judgment obtained hereunder shall not dischargeable in any case under Title 11 or 7 of the United States Code.

Should the undersigned default Judgment default on any obligation incurred under this credit application agreement NMC (“Vendor”) and company, organization, persons or corporations which the undersigned represents and the vendor refers this account to his attorney for collection a and/or legal action, the undersigned fully understands and agrees to company in according to the Attorney’s Fee and Costs, jurisdiction and Venue, Arbitration of disputes, and Non-Dischargeable Debt as stated herein.

In the event of none sufficient fund checks or counterfeit checks, NMC reserves the right to file civil and criminal actions against the undersign including but not limited to filing of bad check compliant with respective county and district attorney office’s bad check recovery unit, U.S Dept. of justice and FBI. And simultaneously filing of civil suit in NMC’s attempt to seek damages incurred by the undersign.

Credit Information Authorization Release:

The information contained herein is for the purpose of purchasing merchandise from NMC. The information disclosed herein is true, accurate and can be relied upon by NMC. Applicant hereby authorizes the release of credit and other financial information, including, but not limited to banking information whether verbal or written, from the entities Applicant has specified in this Application to NMC.

Officer’s Signature: _____

Title: _____

Print Name: _____

Date: _____

Continuing Personal Guarantee:

The undersigned agrees to act as a personal guarantor for all debts incurred both now and in the future by the company. Organization, persons, or corporations who have signed this credit application have been extended credit both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked, or rescinded, or discharged in any case under Title 11 or 7 of United States Code, if any principal balance remains outstanding. In addition, the undersign submit him/ herself under the personal jurisdiction in the City of Industry, county of Los Angeles, state of California.

Guarantor's Signature: _____

Social Security#: _____

Print Name: _____

Home Address: _____

Security Agreement:

1. The undersigned agrees that NCMC {"Seller"} will maintain a security interest in all goods that the sells deliver to the undersigned {"Buyer"}, and all proceeds thereof {"Collateral"}. Buyer will refrain from moving the Collateral form its present location and will advise Seller on demand as to the location of all such collateral in its possession. Buyer will execute on demand an UCC-1 or similar financing statement to perfect the Seller's rights in the collateral. If Buyer fails to execute such a document, the Seller may do so and sign the buyer's name. The buyer irrevocably appoints the Seller as its attorney-in-fact to place said signature on the document and record it with the appropriate authority.
2. If the buyer fails to pay as agreed, or otherwise defaults, the Seller may possess the Collateral, and may enter onto private property and any structure to do so. The Buyer is obligated to assemble to Collateral. If the Collateral is repossessed, the seller may exercise all rights of the UCC or the similar statues in any state where the Collateral is taken. Upon repossession, the Seller may sell without notice and at private sale, to the greatest extent allowed by law, may sell in any commercially reasonable manner. 3. The Seller has all rights under law. All right are cumulative. The Buyer will reimburse the Seller for any loss, damages, cost or expense, including without limitation reasonable attorney's fee and legal expense, in connection with exercise of any right or remedy pursuant to this Agreement. Service of process shall be effective if mailed to the applicable party at the address set forth herein. 4. Until payment is made in full for all obligations owing to Seller, Buyer will not assign or pledge THE Collateral and will maintain the collateral free and clear of all liens, claim, taxes and encumbrance, any any other third party interest {collectively, "encumbrance"}. Any such assignment, pledge or encumbrance shall be void. 5. The terms conditions of this Agreement apply to all sales made between the parties. The price, term of payment, delivery information, and all maters including warranty information placed on invoice delivered by Seller in connection with all transactions sell be the deem terms. The term specified by the Seller shall supersede any contrary term in the Buyer's Purchase Order.

I /We agree to the above and state that all information in this application is true and correct. If any information is false, the Seller can declare all sums due and owing and exercise any right to the Collateral.

Signature: X _____