



CREDIT APPLICATION

COMPANY NAME _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____ DATE ESTABLISHED _____

PHONE # _____ FAX # _____ TYPE OF BUSINESS _____

CORPORATE PARTNERSHIP PROPRIETORSHIP GOV. AGENCY PURCHASE ORDERS REQUIRED YES NO

BILLING ADDRESS _____

ARE YOU AN AUTHORIZED PROMETRIC TESTING CENTER (APTC)? YES NO IF YES, SITE CODE # _____

DUNN & BRADSTREET # _____ E-MAIL _____

WHO SHOULD WE CONTACT REGARDING PAYMENT? _____ PHONE # _____

WHO SHOULD RECEIVE THE CONFIDENTIAL PRE-APPROVE ACCOUNT NUMBER? _____ PHONE # _____

PRINCIPAL OWNERS - STOCKHOLDERS - PARTNERS - OFFICERS OF COMPANY

IF THIS ACCOUNT IS FOR A PARTNERSHIP, A SOLE PROPRIETOR, A PROFESSIONAL OR A CORPORATION HAVING A PRINCIPAL OWNING A MAJORITY OF THE OUTSTANDING STOCK, PLEASE INCLUDE HOME ADDRESS, COUNTRY, AND U.S. SOCIAL SECURITY NUMBER WHERE APPLICABLE.

Table with 3 columns: NAME AND TITLE, ADDRESS, SOC. SECURITY #. Rows 1, 2, 3.

BANK REFERENCES

Table with 4 columns: BANK NAME, TELEPHONE #, ACCOUNT #, CONTACT. Rows 1, 2.

BUSINESS CREDIT REFERENCES

Table with 4 columns: COMPANY NAME, TYPE OF SERVICE, TELEPHONE #, CONTACT. Rows 1, 2, 3.

HAVE YOU EVER FILED FOR BANKRUPTCY? YES NO IF SO, WHAT CHAPTER? REASON: _____

By your signature below, you agree that any EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS APPLICATION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS on the attached agreement. Your affirm and represent that you are authorized to execute this application and agreement on behalf of applicant and that you have read the Terms and Conditions printed on the attachment hereof, including the choice of law and forum selection provision in paragraph 7 of the Commercial Security Agreement. The above information is for the purpose of obtaining credit and is warranted by applicant to be true. By your signature hereon, Prometric is authorized to conduct whatever credit investigation it deems necessary, including personal credit history, to determine applicant's credit and financial responsibility. The attached Security Agreement contains the entire and only understanding between Customer and Secured Party relating to the subject of the matter hereof. No provision of this Agreement can be waived, amended or modified, except by an instrument in writing signed by a duly authorized representative of the Secured Party.

AUTHORIZED SIGNATURE OF APPLICANT _____ TITLE _____

COMMERCIAL ACCOUNT SECURITY AGREEMENT

The Customer, whose signature appears on the attached, and Prometric (hereinafter called "Secured Party"), whose address is 1000 Lancaster Street, Baltimore, Maryland, 21202, USA agree that the following Terms and Conditions and Security Agreement (the "Agreement") will govern any extension of credit by Secured Party to Customer. This agreement shall be effective when signed by Customer on the attached hereof and accepted by Secured Party at its office in Baltimore, Maryland. Customer acknowledges that credit extended in connection herewith is not and shall not be deemed customer credit, and Customer represents and warrants that the goods and services purchased by Customer under this agreement are used and consumed in Customer's business for business purposes and not personal, family, household or agricultural purposes.

1. Customer agrees to pay in full each invoice listed on the monthly billing statement to the Secured Party at its address in Bloomington, MN. Payment shall be made within thirty days (30) of invoice date. If not so paid, interest on the balance shall accrue from the date of purpose at the lesser rate of 1.333% per month (16% Apr) or the maximum rate permitted by applicable law, such balance and interest being the Full Amount owed.
2. Secured Party may, at its discretion, charge Customer the lesser of TWENTY (20) US DOLLARS or the Maximum amount permitted by applicable law if any payment by check, draft or other instrument is not honored by the institution upon which it is drawn.
3. Customer hereby grants to Secured Party a purchase money security interest in all goods and materials which have been or are hereafter acquired by Customer with credit granted by Secured Party (hereinafter called the "Collateral") provided such advance or credit amount or any part thereof has not been repaid.
4. Customer shall execute any financing statements or other documents, give any notices and take any other actions requested by Secured Party to perfect, continue the perfection of or protect the priority of the security interest granted under this agreement. Customer agrees that, at Secured Party's option, this Agreement or a photocopy hereof may be filed by Secured Party as a financing statement. Customer's execution hereof shall constitute the execution of a financing statement and Customer's Power of Attorney to Secured Party to complete, execute, and file a financing statement regarding the Collateral.
5. Customer shall be in default under this Agreement should customer fail to pay or perform when due any of its obligations thereunder (hereinafter called an "Obligation"). Upon any default, Secured Party shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require Customer to assemble and surrender the Collateral at a place designated by Secured Party. Customer shall reimburse Secured Party for all costs and reasonable attorney's fees incurred by Secured Party in realizing its security interest. Upon any default, Secured Party may also place Customer's obligation with any attorney or debt collection agency for collection and Customer shall pay, in addition to the Full Amount Owed, additional liquidated damages equal to the lesser of TWENTY (20) percent of the Full Amount Owed or 6the maximum amount permitted by applicable law, plus all costs and reasonable attorney's fees incurred by Secured Party.
6. In addition to and not in limitation of any other right or remedy hereunder, Secured Party shall have, at any time, the right to set off any Obligation of Customer against any indebtedness of Secured Party, whether or not such Obligation or indebtedness is liquidated or mature at the time of such offset.
7. This AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND. ANY ACTION OR PROCEEDING BROUGHT BY CUSTOMER OR SECURED PARTY ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION LOCATED IN BALTIMORE CITY, MARYLAND, USA. SECURED PARTY AND CUSTOMER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING BROUGHT BY IT OR BY SECURED PARTY INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT. CUSTOMER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF MARYLAND. IF ANY PART OF THIS AGREEMENT SHALL BE HELD INVALID FOR ANY REASON, THE REMAINDER OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.
8. This agreement contains the entire and only understanding between Customer and Secured Party relating to the subject matter hereof. No provision of this Agreement can be waived, amended or modified, except by an instrument in writing signed by a duly authorized representative of the Secured Party.

