

Interwork Technologies Inc.

294 Albert Street, Suite 601, Ottawa, Ontario, K1P 6E6
Tel: 800.461.8649 Fax: 613.238.6581

Credit Application

1. COMPANY INFORMATION

Organization ("the Purchaser"): _____

Address: _____

Contact: _____ Title: _____

Tel: _____ Email: _____ Fax: _____

Estimated Annual Purchases: _____ Amount of Credit Requested: _____

Buyer: _____ Accts Payable Contact: _____

Year(s) in Business: _____ Number of Employees: _____

Nature of Business: _____

I.R.S. # (U.S. Only): _____ P.S.T. Ex. # (Ont, BC): _____

Officers: President: _____ CFO: _____

Secretary: _____ Other: _____

Names of Directors:

Personal Addresses:

2. CREDIT INFORMATION

Please provide most recent financial statements Attached

Financial Institution: _____ Account # _____

Address: _____

Contact Name & Title: _____

Tel: _____ Fax: _____ Email: _____

Landlord _____

Tel #: _____

Credit Card Type _____ Account # _____ Expiry Date: _____

Dun & Bradstreet # _____

3. TRADE REFERENCES (PLEASE INCLUDE 3 CONTACTS WITH FAX NUMBERS)

A. Company: _____

Address: _____

Tel: _____ Fax: _____ Email: _____

B. Company: _____

Address: _____

Tel: _____ Fax: _____ Email: _____

C. Company: _____

Address: _____

Tel: _____ Fax: _____ Email: _____

Purchaser's Certification: By signing this application, you are acknowledging (i) that you are authorized to bind the Purchaser, (ii) that the information provided is true and accurate to the best of your knowledge, and (iii) that on behalf of the Purchaser you have read and accept the Terms and Conditions of Sale attached hereto.

Signed and accepted this _____ day of _____, _____.

By: _____

Signature of Authorized Agent

Name and Title of Authorized Agent

TERMS AND CONDITIONS OF SALE

1. Set out below are the terms and conditions applicable to the sale by Interwork Technologies Inc. ("Interwork") to the Purchaser of any hardware, software and other products sold by Interwork to the Purchaser, including those products listed in any Product Catalogue and/or Price Sheets (herein referred to as "Product" or "Products").
2. **Purchase Orders.** The Purchaser's orders must be approved by an authorized agent of the Purchaser in writing and are accepted subject to satisfactory credit approval. Delivery may be delayed, without liability on the part of Interwork, pending credit approval. No terms and conditions of sale on the Purchaser's order at variance with these Terms and Conditions of Sale shall be binding on Interwork unless specifically accepted in writing by an authorized agent of Interwork. An order can only be revoked by the Purchaser prior to shipment of the Product(s) or within fifteen (15) days after it is made, whichever comes first. Interwork reserves the right to reject orders placed by the Purchaser or to refuse to ship orders accepted in circumstances of actual or anticipated shortages of any Product. Interwork reserves the right to allocate available products among its Purchasers in such circumstances and in such manner as Interwork may determine in its sole discretion. Certain Purchase Orders may be subject to additional fees to cover administrative costs and transaction fees involved in the processing of order(s). Additional fees when applicable will appear on sales quote(s) provided to Purchaser.
3. **Prices.** All published prices are subject to change without notice. All Products will be invoiced based on the pricing provided on purchase orders confirmed by Interwork. Products ordered by the Purchaser are subject to shipment in whole or in part at the sole discretion of Interwork, and each shipment is subject to immediate invoicing. Descriptions or illustrations of Products shown in catalogues, brochures or electronic media used by Interwork are subject to change without notice, and may not exactly match Products shipped by Interwork. Prices quoted include Interwork's standard domestic packing only. Where special packing is required, additional charges may be levied.
4. **Duties and Taxes.** Prices listed or quoted include duty, if applicable, at the rate in effect at the date of the proposal or quotation. Such prices are subject to increase or decrease to reflect any change in duty made prior to delivery of the Product. Where applicable, federal goods and services tax (the "GST") will be added to the invoice price at the rate in effect at time of shipment. State, Provincial and Municipal Taxes, where applicable, will be added to the invoice price at the rate in effect at time of shipment when exemption documentation is not provided by the Purchaser.
5. **Payment Terms. Without approved credit, all payments are due immediately by cash, cheque, VISA, Mastercard or AMEX.** On approved credit, prices quoted are net 30 days. All payments are due in accordance with invoice terms from the date of Interwork's invoice to the Purchaser. If partial shipments are made at different times, prorated payments shall be made. The Purchaser agrees that should any payments not be made when due, interest on such overdue payments shall be paid by the Purchaser at the rate of two percent (2%) per month or twenty-six point eighty-two percent (26.82%) per annum until the price, including service charges, has been fully paid, but this shall not be construed as obligating Interwork to grant any extension of time for payment.
6. **Credit.** Interwork reserves the right to reject any orders placed by the Purchaser, or to refuse to ship any accepted orders on hand, or to request payment in advance if at any time the Purchaser's credit standing becomes impaired or unsatisfactory to Interwork in its sole discretion.
7. **Shipping Policy/Risk of Loss.** All shipments are F.O.B. the shipping point, except where otherwise noted in writing. On shipments made via common carrier, delivery of Products in good order to the initial common carrier shall constitute delivery to the Purchaser, and all liability of Interwork in connection with the Products, including any liability for loss or damage, shall cease and pass to the Purchaser at that time. Interwork reserves the right to make delivery in installments unless otherwise agreed at the time the Purchaser's order is confirmed by Interwork.
8. **Passage of Title.** Title to Products shall pass from Interwork to the Purchaser only when Interwork has been paid in full for such Products. All Products shall continue to be personally notwithstanding their mode of attachment to realty or other property. If default is made in any of the Purchaser's payments herein, Interwork may retain any partial payments which have been made as liquidated damages, and Interwork shall be entitled to immediate possession of the Products, and shall be free to enter the premises where the Products may be located, and remove them as Interwork's property, without prejudice to Interwork's right to recover any further expenses or damages that Interwork may suffer by reason of such non-payment.
9. **Product Returns.** The Purchaser must obtain permission from Interwork prior to returning any Products. All returned Products must be returned freight prepaid and be accompanied by a valid Returned Merchandise Authorization Number ("the RMA") and a copy of the relevant invoice. Interwork has the right to refuse the return of any Product. Products, which are made to order, of obsolete design, or used, will not be accepted for return. All credits, if and when issued, except in the case of a shipping error by Interwork, are subject to a minimum return charges as follows: (i) Products returned to Interwork within 30 days of original shipment to the Purchaser in original sealed packaging – none; (ii) Products deemed by Interwork in its sole discretion as "used", or warranty claims – original manufacturer's allowance, if any. Final acceptance of returned Products is subject to examination to determine condition. Products returned remain the Purchaser's property and responsibility until such time as a credit has been issued. Interwork will notify the Purchaser if a decision is made not to issue a credit, at which time it will be the Purchaser's responsibility to provide Interwork with disposal instructions within five (5) days, otherwise the returned Products may be discarded.
10. **Security Interest.**
 - A. As a continuing security for all obligations of the Purchaser to pay to Interwork the price of Products and to pay all other amounts owing hereunder including Interwork's costs of enforcing this Agreement ("**Obligations**") the Purchaser hereby grants a security interest ("**Security Interest**") in all of the Purchaser's undertaking, property and assets of every nature or kind and wherever situate, whether presently owned or in which Purchaser now has, or at any time hereafter, acquires any interest of any nature whatsoever, including, without limitation, Accounts, Chattel Paper, Documents of Title, Equipment, Instruments, Intangibles, Inventory, Money, Proceeds, Products, Securities, and all books, records, accounts, invoices, and other documents relating thereto and all contracts, and other rights and benefits in respect thereof ("**Collateral**"). The term "Accounts" means all debts, claims, demands, monies, bank accounts, accounts receivable, notes, bills, cheques, or any other writing that evidences the right to the payment of money, whether or not earned by performance. The term "Proceeds" means personal property in any form derived directly or indirectly from any dealing with the Collateral or the proceeds therefrom and includes any payments of Accounts and payments representing indemnity or compensation for loss of or damage to the Collateral or proceeds therefrom. All other terms not defined herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (Ontario) ("**PPSA**"). The Purchaser will remain liable for payment of any deficiency if the Security Interest is not sufficient to satisfy all the Obligations. The Purchaser authorizes Interwork to file such financing statements and other documents as Interwork may consider appropriate to perfect and preserve the Security Interest and Collateral. The Purchaser undertakes to hold all Proceeds in trust for Interwork until all Obligations are satisfied.
 - B. Interwork may request at any time, and the Purchaser will deliver to Interwork, all information concerning the Collateral and the Purchaser's business, including financial information. The Purchaser agrees that Interwork may examine at the Purchaser's place of business the Collateral and all books of accounts and other financial information and to make copies thereof. Interwork may at any time collect, realize, sell or otherwise deal with Accounts as it sees fit and notify account debtors of Accounts to pay such Accounts to Interwork and upon request of Interwork at any time, the Purchaser will so notify such account debtors and will indicate on appropriate invoices that the Accounts are payable to Interwork.
 - C. The Purchaser will at all times maintain accurate books and records in form satisfactory to Interwork relating to the Collateral. If required by Interwork, the Purchaser will keep all Products in a separate, enclosed, secure location and/or affix notices to Products as to Interwork's interest therein.
11. **Enforcement of Security.**
 - A. Each of the following events shall constitute an event of default: (a) if the Purchaser fails to pay or perform any Obligation; (b) the institution by or against the Purchaser, or a guarantor of the Obligations, of any proceeding for the dissolution or liquidation of,

settlement of claims against, or winding-up of the affairs of the Purchaser, or a guarantor of the Obligations; (c) the Purchaser becomes bankrupt or insolvent or any proceedings under any bankruptcy or insolvency laws by or against the Purchaser or any guarantor of the Obligations, are commenced; (d) any information furnished by the Purchaser to Interwork proves to be incorrect or incomplete in any material respect; and (e) Interwork believes in good faith that the prospect of payment or performance of any of the Obligations is impaired or that the Collateral is in danger of being lost, damaged or confiscated.

B. Upon the occurrence of an event of default, at the option of Interwork, all amounts owing to Interwork by the Purchaser shall immediately become due and payable, the security hereby granted shall immediately become enforceable, and in such event Interwork may appoint in writing, any person including an employee of Interwork, to be a receiver ("**Receiver**"), which term includes a receiver and manager, of all or any part of Collateral. Any Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Purchaser and not of Interwork. Subject to the provisions of the instrument appointing him, a Receiver shall have the power to take possession of the Collateral, to collect accounts, to sell and otherwise dispose of the Collateral and to enter upon, use and occupy all premises owned or occupied by the Purchaser. Except as otherwise directed by Interwork, all money received by Receiver shall be received in trust for and paid to Interwork.

12. **Warranty.** No Products sold by Interwork are manufactured by Interwork. Products are covered solely by warranties from the manufacturer, which warranties shall not be altered by the Purchaser. Where Interwork has not been paid in full for Products, the applicable warranty will not be honored. Interwork may, in its sole discretion, assist in obtaining warranty replacement or repair. This warranty is in lieu of all other warranties or conditions, express, implied or statutory, and Interwork expressly disclaims any warranty of merchantability or fitness for a particular purpose. This warranty excludes certifications or the like for Product performance, use or design with respect to any standard, regulation or the like (unless and to the extent independently approved in writing by an officer of Interwork) and extends only to the Purchaser or to a the Purchaser the Purchaser purchasing directly from the Purchaser.
13. **Limitation of Liability.** Notwithstanding any other provision herein or any applicable statutory provisions, neither Interwork nor the Purchaser shall be liable to the other for any form of special, indirect, incidental or consequential damages arising directly or indirectly from any breach of contract, fundamental or otherwise, or from any tortious acts or omissions of their respective employees or agents, and in no event shall the liability of Interwork exceed the unit price of the defective Product or of the Product subject to late delivery.
14. **Governing Law.** All contracts for the sale of the Products shall be governed and construed according to the laws of the Province of Ontario and the laws of Canada applicable therein.
15. **Force Majeure.** Notwithstanding the foregoing terms and conditions and in addition thereto, Interwork shall not be liable for loss or damages or delay due to causes beyond its control, including but not limited to, acts of God, acts of the Purchaser, fire, storms, floods, epidemics, civil or military restrictions, strikes, lockouts or other labour disruptions, embargoes, transportation shortages, wrecks or delays or inability to obtain necessary labour. In the event of any such event, delivery shall be extended for a period equal to the time lost by reason of the event.
16. **Severability.** Invalidity of any provision of these Terms and Conditions of Sale shall not affect the validity of any other provision hereof and any such invalid provision shall be severed herefrom.
17. **No-Waiver.** No failure by Interwork to exercise any right accruing to it under any contract of sale entered into with the Purchaser shall operate as a waiver thereof nor preclude the exercise of any other right or privilege by Interwork. No waiver of one or more of these Terms and Conditions of Sale shall operate or be construed to operate as a continuing waiver of such terms and conditions.
18. **Notice.** Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by fax or other form of telecommunication or by prepaid registered mail to the last known address of the Purchaser. Any such notice shall be deemed to have been received five (5) days after transmission.
19. **Assignment.** The Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of Interwork.
20. **Binding on Successors.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
21. **Entire Agreement.** This Agreement, along with any order of the Purchaser accepted by Interwork in accordance with these Terms and Conditions of Sale, is the entire agreement between the parties concerning the subject matter hereof, and supersedes all prior proposals, agreements and understandings, oral or written, between the parties. This Agreement may not be modified except by a written instrument signed by both parties.
22. **Priority.** In the event of any conflict or inconsistency between these Terms and Conditions of Sale and a Purchaser's order approved by Interwork in accordance with Section 2 herein, these Terms and Conditions of Sale shall govern to the extent of the conflict or inconsistency, unless the conflicting or inconsistent provisions of the Purchaser's order have been specifically accepted in writing by an authorized agent of Interwork.