

CREDIT APPLICATION and CREDIT AGREEMENT
Revised January 2012



Please fax to Kit Andis at Indy Imaging Inc. (317.917.7998)

This Credit Application and Credit Agreement (“Application and Agreement”) is made and entered into by the following company:

Applicant Company: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Authorized Company Representative: _____
Printed name/Title

Ph.: _____ Fax: _____

The undersigned represents and warrants that he/she is authorized by _____ (“Applicant Company” or “Company”) to make this Credit Application and to enter into this Credit Agreement with Indy Imaging, Inc. (“Indy Imaging”). The undersigned also affirms and acknowledges that the Applicant Company authorizes Indy Imaging to contact the credit references provided herein for any purpose related to Indy Imaging’s consideration of this Credit Application. All third party references identified herein may be provided a copy of this Application and Agreement and may reasonably rely upon the warranties and representations made herein in cooperating with Indy Imaging’s request for information pertaining to the Company, and the Company hereby agrees to hold such third parties harmless for good faith disclosures made to Indy Imaging pursuant to this Application and Agreement.

The Company acknowledges and agrees that the terms and conditions of Indy Imaging’s *Terms of Credit* effective February 1, 2012, and as may be from time-to-time amended (“Terms of Credit”), are incorporated herein by reference and made a part of this Application and Agreement as though repeated verbatim. In the event any term or provision in this Application and Agreement conflict with or expressly contradict any term or provision the *Terms of Credit*, the *Terms of Credit*, as may be amended from time-to-time, shall control.

The Company further acknowledges and agrees that in the event Indy Imaging grants terms of credit pursuant to this or any other credit application and/or agreement (regardless of when executed) or pursuant to the *Terms of Credit*, the Company will pay any and all reasonable collection costs, including attorneys’ fees, administrative expenses and court costs incurred by Indy Imaging as a result of the Company’s failure to tender payment(s) to Indy Imaging Inc. as they become due from time to time. In addition, the Company agrees and acknowledges that it shall become obligated to pay Indy Imaging interest at the rate of 1½% per month on any overdue amount until paid in full or until the date of judgment (after which statutory post judgment interest will apply).

The Company further acknowledges and agrees that Indy Imaging Inc. conducts business worldwide, and that in order to maintain efficiency and consistency in the enforcement of Indy Imaging's business contracts and credit agreements, any legal proceeding initiated by either Indy Imaging or the Company, for any reason or alleging any cause of action against the other, shall be filed and conducted exclusively in Marion County, Indiana; in controversies involving amounts within the Marion County Small Claims Court's jurisdiction, the Company agrees and acknowledges that the Pike Township Division of that court shall be the exclusive and preferred venue. By signing this Application and Agreement and doing business with Indy Imaging, the Company acknowledges and agrees that it is consenting to personal jurisdiction within the State of Indiana. In the event any term or provision of this Application and Agreement shall be deemed invalid and/or unenforceable for any reason, all other terms and conditions shall remain in full force and effect as though such unenforceable or invalid term or condition did not exist, and the Application and Agreement shall be deemed reformed to exclude and omit such unenforceable or invalid term or condition.

I affirm under the penalties for perjury that the statements, representations and warranties contained in this Credit Application and Credit Agreement are true and accurate, and I agree that the Applicant Company shall abide by and be bound by the terms and conditions of this Credit Application and Credit Agreement as well as by the Indy Imaging Terms of Credit effective February 1, 2012, as may be amended from time to time.

_____/_____/_____/_____
 Signature Printed Name Title Date

Bank References

Bank Name: _____
 Branch Phone: _____
 Address: _____
 City State Zip: _____
 Account Officer: _____
 Checking Number: _____
 Savings Account Number: _____

Trade References (List only those suppliers from whom you buy on open account. Please include fax numbers.)

- 1) Name _____ Account # _____
 Address _____ Phone _____
 Fax _____
- 2) Name _____ Account # _____
 Address _____ Phone _____
 Fax _____
- 3) Name _____ Account # _____
 Address _____ Phone _____
 Fax _____

Office **317.917.7938**
 Fax **317.917.7998**

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 INDIANAPOLIS, IN 46202

Visit us online
WWW.INDYIMAGING.COM