

COMPANY NAME : \_\_\_\_\_

**SHY CREATION, INC.**

Distributor of Fine Jewelry  
631 S. Olive St. Ste. 900  
Los Angeles, CA 90014  
TEL: (213)623-8900; FAX: (213)623-0860

Thank you for your interest in Shy Creation. Please provide complete requested credit information. Failure to provide ALL INFORMATION causes further delays in processing. Please return the application to us as soon as possible. All information will be held in strict confidence.

**Conditions of Credit of Company Check Privileges**

(Buyer, i.e. owner or agent of owner must read and sign this form)

If granted credit, the BUYER must pay invoice balance within the set term. BUYER consents to pay interest to seller at the rate of 1.5% per month on delinquent accounts or annual rate of 18% per annum.

Should it become necessary for Shy Creation to engage an attorney to collect an invoice or any part of an invoice sold to BUYER, BUYER shall be responsible for and shall promptly pay to seller all fees incurred by the collection process. Also, BUYER will be responsible for any fees or charges resulting from bounced checks.

Company applying for credit or company check privilege is responsible to notify Shy Creation any change in corporation, partnership, or ownership.

I agree to pay minimum of \$10.00 or 1% of the amount of any checks returned to Shy Creation by your bank. This also may affect your credit limit and conditions of account.

Shy Creation will not ship to any account(s) with pending NSF checks.

This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be wholly performed therein.

I have read, understand and do consent to all of the above terms and conditions.

\_\_\_\_\_  
Owner

# SHY CREATION CREDIT APPLICATION

BUSINESS NAME			<input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP WHAT STATE? _____ DATE ESTABLISHED? _____		
ADDRESS					
CITY	STATE	ZIP CODE	RESALE #	FEDERAL TAX ID NUMBER	
HOW LONG IN BUSINESS?			TELEPHONE NUMBER	FAX NUMBER	
TYPE OF MERCHANDISE YOU SELL					
WHAT IS YOUR RATING? JEWELERS BOARD OF TRADE (JBT)			NAME OF CONTACT PERSON		

INFORMATION ON PRINCIPAL OWNER/S:					
1. NAME AND POSITION:			SOC. SEC.#	DRIVER'S LICENSE	
HOME ADDRESS			HOME PHONE NUMBER:	% OF BUSINESS	
DO YOU OWN THE ABOVE HOME?	HOW LONG HAVE YOU BEEN LIVING HERE?		DATE OF BIRTH:	BIRTHPLACE:	
2. NAME AND POSITION:			SOC. SEC.#	DRIVER'S LICENSE	
HOME ADDRESS			HOME PHONE NUMBER:	% OF BUSINESS	
DO YOU OWN THE ABOVE HOME?	HOW LONG HAVE YOU BEEN LIVING HERE?		DATE OF BIRTH:	BIRTHPLACE:	
CLOSEST RELATIVE NOT LIVING WITH YOU					
ADDRESS				PHONE NUMBER	

BANK REFERENCES:		
1. NAME OF BANK:	TYPE AND ACCOUNT NUMBER:	MONTHLY DEPOSITS:
BANK ADDRESS		
PHONE AND NAME OF YOUR BANK OFFICER:	DATE YOU OPENED YOUR ACCOUNT:	
TYPE OF ACCOUNT	HAVE YOU EVER ISSUED NSF CHECKS?	

2. NAME OF BANK:	TYPE AND ACCOUNT NUMBER:	MONTHLY DEPOSITS:
BANK ADDRESS		
PHONE AND NAME OF YOUR BANK OFFICER:	DATE YOU OPENED YOUR ACCOUNT:	
TYPE OF ACCOUNT	HAVE YOU EVER ISSUED NSF CHECKS?	

**Most Banks and many business firms require an authorized signature to release any information for credit inquiries. For this reason, please sign the release form where indicated.**

**I, the undersigned, authorized the release of any credit history requested by Shy Creation, for the purpose of establishing credit with the above-mentioned company.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

# TRADE REFERENCES

**ACTIVE TRADE REFERENCES ONLY: Current credit accounts with karat gold jewelry suppliers only.**

(We do not accept credit references from watch companies)

1. COMPANY NAME			
ADDRESS			
CITY	STATE	ZIP CODE	PHONE AND CONTACT PERSON
AVERAGE MONTHLY PURCHASE		SUPPLIER SINCE	BALANCED OWED
TERMS OF PAYMENT		CREDIT LIMIT	

2. COMPANY NAME			
ADDRESS			
CITY	STATE	ZIP CODE	PHONE AND CONTACT PERSON
AVERAGE MONTHLY PURCHASE		SUPPLIER SINCE	BALANCED OWED
TERMS OF PAYMENT		CREDIT LIMIT	

3. COMPANY NAME			
ADDRESS			
CITY	STATE	ZIP CODE	PHONE AND CONTACT PERSON
AVERAGE MONTHLY PURCHASE		SUPPLIER SINCE	BALANCED OWED
TERMS OF PAYMENT		CREDIT LIMIT	

4. COMPANY NAME			
ADDRESS			
CITY	STATE	ZIP CODE	PHONE AND CONTACT PERSON
AVERAGE MONTHLY PURCHASE		SUPPLIER SINCE	BALANCED OWED
TERMS OF PAYMENT		CREDIT LIMIT	

## **CONTINUING PERSONAL GUARANTY**

To induce SHY CREATION to conduct business with and sell jewelry goods/merchandise/pure gold/silver/platinum on continuing basis ("AGREEMENT") TO \_\_\_\_\_ ("BUYER"), the undersigned ("GUARANTOR") hereby unconditionally, absolutely and irrevocably agrees to guarantee BUYER'S full performance of its obligations thereunder, whether past, present and/or future.

GUARANTOR agrees that GUARANTOR'S obligations under this guaranty shall be joint and several with those of BUYER AND THAT SHY CREATION shall not be obligated to first exercise any remedy it may have against BUYER before proceeding against GUARANTOR.

This guarantee is a continuing guarantee. SHY CREATION has no obligation to tell GUARANTOR that it has accepted this personal guaranty and has extended credit thereon. GUARANTOR further waives the right, if any, to notice of acceptance of this guarantee. This guarantee shall remain in full force and effect until GUARANTOR delivers to SHY CREATION written notice revoking it as to indebtedness incurred subsequent to such delivery. The Notice of Revocation shall be mailed to SHY CREATION stating a revocation date of at least thirty (30) days after the receipt of the revocation notice by SHY CREATION via US mail certified return receipt requested. Such notice of revocation shall permit SHY CREATION as its option to terminate its course of dealing with BUYER for the sale of merchandise to BUYER. Such revocation shall also not affect the guarantee within the specified credit limit as to merchandise purchased by BUYER prior to receipt of such written notice of revocation, but shall be effective as to all merchandise purchased by BUYER from and after receipt of the written notice of revocation and the date of revocation as stated herein.

GUARANTOR'S liability shall continue notwithstanding any incapacity, death, or disability of any person. The failure by SHY CREATION to enforce a claim against the estate (either in Administration, bankruptcy, or other proceeding) of BUYER or of any person shall not affect GUARANTOR'S liability hereunder, nor shall GUARANTOR be released from liability if recovery from BUYER, any other GUARANTOR, or any other person, becomes barred by any statute of limitations or is otherwise prevented. This means that GUARANTOR is giving up his/her right to assert a defense in any action that the statute of limitation has run and bars the collection of any debt from GUARANTOR. This continuing Guaranty shall remain effective during the term of the AGREEMENT and relates to any obligations, including those that arise under successive transactions that shall either cause BUYER to incur new obligations, continue the obligations from time to time, or renew them after they have been satisfied, until this Guaranty has been expressly terminated. Such termination shall be applicable only to transactions having their inception after the effective date of termination and shall not affect any rights or obligations arising out of any transactions having their inception prior to such date, even if subsequent to such termination the obligations are modified, renewed, compromised, extended, or otherwise amended (including, but limited to, an increase in the interest rate applicable to the obligations). This Guaranty shall not apply to any obligations created after actual receipt by SHY CREATION of written notice of its termination as to future transactions. Any payment by any other guarantor shall not reduce GUARANTOR'S maximum obligations hereunder. In the absence of termination of this Guaranty, GUARANTOR agrees that nothing shall discharge or satisfy its obligations created hereunder except for the full payment and performance of the obligations with interest.

GUARANTOR agrees that it is directly and primarily liable to SHY CREATION that the GUARANTOR'S obligating hereunder are independent of the obligations of BUYER, or of any other GUARANTOR(S), and that a separate action of actions may be brought and prosecuted against GUARANTOR(S), whether such action or actions is/are brought against BUYER or any other GUARANTOR(S) or whether BUYER or any other GUARANTOR(S) is/are joined in any such action or actions. GUARANTOR agrees that any releases which may be given by SHY CREATION to BUYER or any other GUARANTOR(S) or endorser shall not release it from this Guaranty.

In the event of any bankruptcy, insolvency, receivership, reorganization, or similar proceedings instituted by or against GUARANTOR and/or the BUYER, or in the event that either the GUARANTOR or BUYER becomes insolvent, makes an assignment for the benefit of creditors, or attempts to effect a composition with SHY CREATION, then, at SHY CREATION election, without notice or demand, the obligation(s) of GUARANTOR created hereunder shall become immediately due, payable and enforceable against GUARANTOR whether or not the obligations are then due and payable.

No remedy herein conferred upon or reserved to SHY CREATION is intended to be exclusive of any other remedy provided herein or by law. Each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute. GUARANTOR expressly agrees that, upon default by GUARANTOR, an action by SHY CREATION seeking money damages will be an inadequate remedy and would not afford SHY CREATION adequate relief. GUARANTOR agrees that, upon GUARANTOR'S default, SHY CREATION is entitled to injunctive relief, a right to attach order, attachment of GUARANTOR'S assets, appointment of a receiver to take possession of and administer GUARANTOR'S assets, and the remedy of claim and delivery. One or more successive and concurrent actions may be brought hereon against the undersigned, jointly and severally, either in the same action in which BUYER is sued or in separate actions, as often as deemed advisable.

GUARANTOR(S) acknowledge(s) that it/he/she is benefiting financially from the subject matter of this Guaranty, and that he/she executes such guaranty in the normal course of business. GUARANTOR acknowledges that it/he/she has had the opportunity to discuss the matter with independent legal counsel of his/her choosing and fully understands all of that legal terms, conditions and implications hereof. This Agreement shall inure to be benefit of SHY CREATION, its successors and assigns, and the assignees of any credit hereby guaranteed. It shall bind GUARANTOR(S), his heirs, legal representatives and assigns.

GUARANTOR hereby agrees upon demand to reimburse SHY CREATION for all expenses, collection charges, court costs, and actual attorney's fees incurred in endeavoring to collect, or enforce, or due to GUARANTOR'S failure to comply with any of the foregoing against the BUYER, GUARANTOR, or any other person or concern liable thereon, for all of which, with interest at the highest lawful contract rate after due until paid.

All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of California. GUARANTOR agrees that venue in any cause of action hereunder shall be in the Central District of the Superior or Municipal court, county of Los Angeles, State of California.

Executed and delivered this Guaranty this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NAME AND SIGNATURE OF GUARANTOR

\_\_\_\_\_  
GUARANTOR'S DRIVER LICENSE\*

\_\_\_\_\_  
GUARANTOR'S SOCIAL SECURITY\*

\_\_\_\_\_  
GUARANTOR'S DATE OF BIRTH

\_\_\_\_\_  
HOME ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\*NOTE: PLEASE ATTACH COPIES OF DRIVER'S LICENSE AND SOCIAL SECURITY