

5580 LBJ Freeway, #645
Dallas TX 75240
USA

972-386-7829(fon)
972-386-4653(fax)
info@dallasdiamonds.com

DALLAS DIAMOND
CREDIT APPLICATION

Date: _____; Please forward completed application to DALLAS DIAMOND.

Section A - Applicant

Legal Business Name (including trade names and DBAs):
_____ ("Applicant")

Street Address: _____ City: _____
State: _____ Zip: _____ Phone: _____ Cell: _____
Mailing Address: _____ City: _____
State: _____ Zip: _____ Phone: _____ Cell: _____
Has Owner/President ever operated under any other names?
__ No __ Yes; Please list: _____

Authorized Buyers:

1) Name: _____ Title: _____
2) Name: _____ Title: _____
3) Name: _____ Title: _____

Description of Business:

Date Established: _____ Business Location: __ Owned __ Leased (Landlord:
_____) No. Of Employees: _____

Type of Entity: __ Proprietorship __ Partnership __ Corporation __ LLC/LLP
__ Other

Insured By _____
Insurance Policy # _____ Agent's Name _____
Agent's Phone # _____ Fax # _____

The Applicant agrees to inform Creditor of any change in entity status.

State & Date of Incorporation/Formation: _____
Federal Tax ID # _____ Resale Certificate # _____
Sales Tax Exemption Certificate: __ No __ Yes (if Yes, attach copy of signed
certificate)

Is company anti-money laundering compliant to the USA Patriot Act? __ Yes __ No
__ In Process

Owners/Partners/Members/Officers/Directors of 'Applicant'

List: Name, Title, Telephone, Social Security Number, Driver's License # below:

1) _____
2) _____
3) _____

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Section B - Personal Information

Owner/President's Name: _____ Home Phone: _____
Cell: _____ E-mail Address: _____
Drivers License #: _____ State Issued: _____
Social Security #: _____ Date of Birth: _____
Home Address: _____
City: _____ State: _____ Zip: _____

* Attached additional pages if necessary. Execute Section J if requested.

Section C - Banking Information

Bank: _____ Contact Person at Bank: _____
Telephone # _____ Fax # _____
Address: _____
Type of Account(s): _____
Account Number(s): a) _____ b) _____
Type of Loan(s); Amount(s): _____
Collateral Securing Loan(s): _____

Applicant hereby authorizes the Bank Contact listed above to release all information requested. It is understood that information will be kept confidential.

Section D - Security Interests; Liens

The following is a list of all creditors of Applicant who hold liens or security interests in assets of the Applicant:

Name of creditor, Description of secured assets, Amount of Debt:

- 1)
- 2)
- 3)

Attach additional pages if necessary.

Section E - Trade References (Restrict references to Diamond Companies)

Applicant hereby authorizes Creditor to contact trade references and any credit reporting agencies to obtain credit information.

Company Name: _____ Contact Person: _____
Telephone: _____ Fax: _____
Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____ Contact Person: _____
Telephone: _____ Fax: _____
Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____ Contact Person: _____
Telephone: _____ Fax: _____
Address: _____
City: _____ State: _____ Zip: _____

* Attached additional pages if necessary.

Section F - Financial Statements

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Attached to this credit application is the most recent financial statement of the Applicant. The Applicant agrees to provide to Creditor updated financial information upon request, and to timely provide an annual financial statement to creditor as a condition of the continuation of this credit.

Has Applicant ever (i) filed for bankruptcy, (ii) been involved in an involuntary bankruptcy proceeding, (iii) an assignment for the benefit of creditors or (iv) a composition agreement?

No Yes (if Yes, explain: _____)

Section G - Terms & Conditions

1. Applicant acknowledges that this credit application is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.
2. Should credit availability be granted by Creditor, all credit shall be extended at the sole discretion of Creditor. Creditor may increase, decrease or terminate any credit availability at any time in its sole discretion.
3. The terms and conditions of this credit application shall, upon extension of credit by Creditor, constitute an agreement of sale. Applicant waives notice of acceptance of guarantee, notice of sale of goods, and notice of default. Permission is granted consignor to file a financing statement under the Uniform Commercial Code with regard to the merchandise described herein. Consignee agrees that all or any portion of the merchandise that is consigned by memo agreement will not be removed from the location at which it was delivered. Consignee further agrees that failure to return the merchandise will subject the consignee to criminal liability. Consignee warrants, represents, and agrees that consignee has sufficient "self risk" insurance in effect with a reputable insurer to cover the full value of the merchandise subject to memorandum. It is further agreed and warranted by consignee that consignor may make claim upon consignee's insurer and any of consignor's policies for any loss hereunder. Should any part of this memorandum agreement be ruled invalid, the balance thereof shall survive in full force and effect.
4. Statements are rendered as of the first business day of the month. C.O.D. restrictions may be placed on any past due account. All invoices are payable in full 30 days from date of invoice. A service charge of 2% percent per month, or 24% per annum or the highest legal rate, whichever is less, may be assessed on delinquent invoices or memos.
5. This credit application is governed by the laws of the state of Texas.
6. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them. Applicant and signer agree to pay necessary collection costs incurred even if suit is not instituted.
7. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not satisfied.
8. Applicant agrees to provide Creditor with an updated credit application annually as a condition for the continued extension of credit. Add
9. Gems Unlimited db/a Dallas Diamonds is fully compliant with its legal obligations under the US Patriot Act. The diamonds herein memoed or invoiced have been purchased from legitimate sources in compliance with United Nations Resolutions and the Kimberley Process.

Section H - Certification

Applicant certifies under penalty of perjury that the statements contained herein are true and correct. Applicant understands that Creditor intends to rely on all of the information presented in this application in determining Applicant's creditworthiness.

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Authorized Signature: _____
Printed Name: _____
Title: _____ Date _____

Section I - Personal Guarantee

This guarantee is given by the undersigned to Creditor, in order to induce and extend credit to, sell goods to, or otherwise become the creditor of, the Applicant.

I hereby guarantee to Creditor, the prompt payment, in accordance with the terms of credit, of every claim of Creditor, including claims relating to goods sold, memos, open accounts and accounts stated, against the Applicant. This is a continuing guarantee and shall remain in force until revoked by the written consent of Creditor. This obligation shall cover the renewal of any claims guaranteed by those affected by any surrender or release by the seller of any security held by it for any claim hereby guaranteed.

The undersigned additionally guarantees the payment of interest at the maximum lawful rate on all monies outstanding to Creditor, by the Applicant, together with costs and reasonable attorney fees whether suit is brought or not and any attorney fees on appeal, which Creditor may incur in the collection of any claims. Further, the undersigned hereby submits himself/herself to the jurisdiction of the courts of Texas in the event suit is brought in connection with any claim by Creditor regarding the guarantee of payment, and agrees that venue shall be in the county where Creditor has its principal place of business. It is understood and agreed by the undersigned that this personal guarantee shall remain in full force and effect regardless of whether the Applicant becomes insolvent or is otherwise dissolved.

In witness whereof, I have signed, and delivered this guarantee for the purposes set forth above on the ___ day of _____, ____.

Sign Name: _____ Sign Name: _____
Print Name: _____ Print Name: _____
Witness: _____ Witness: _____

Section J - Consent to Obtain Consumer Credit Report

The undersigned hereby consents to Creditor using a non-business, consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as Owner, Partner, Member, Officer, Director, and/or guarantor of Applicant in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Creditor to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual hereby knowingly consents to the use of such report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. Section 1681 et seq.

Authorized Signature: _____
Print Name: _____
Title: _____ Date _____

Initial _____