

VERITIV OPERATING COMPANY

Credit Application



* INDICATES REQUIRED FIELD

* Business Unit: VOC VIP Publishing Landsberg Pollock Veritiv Calpine S. Walter Pack 4

BILL TO

SHIP TO

* Full Legal Name of Business:	<input type="text"/>	<input type="text"/>
d/b/a Trade Name(s):	<input type="text"/>	<input type="text"/>
* Mailing/Street Address:	<input type="text"/>	<input type="text"/>
2nd Address Line (if needed):	<input type="text"/>	<input type="text"/>
* City / State / Zip Code:	<input type="text"/>	<input type="text"/>
* Telephone Number:	<input type="text"/>	<input type="text"/>
Fax Number:	<input type="text"/>	<input type="text"/>

* TYPE OF ORGANIZATION

- Sole Proprietorship
- Partnership
- Government
- Corporation
- LLC
- Other

* Veritiv Sales Rep First Name:	<input type="text"/>
* Veritiv Sales Rep Last Name:	<input type="text"/>
* Date Business Started:	<input type="text"/> mm/dd/yyyy
Federal ID Number:	<input type="text"/>
Parent Company:	<input type="text"/>
Parent HQ Mailing Address:	<input type="text"/>
Parent HQ 2nd Address Line (if needed):	<input type="text"/>
Parent HQ City / State / Zip Code:	<input type="text"/>

DUNS # (00-000-0000): - -

State of Incorporation:

* Tax Status:	Exempt	Taxable	<i>If Exempt, please attach tax certificate.</i>
* W-9:	Yes	No	<i>If Yes, please attach a copy of W-9.</i>

* Monthly Credit Line Requested:

* Accts Payable Contact:

* A/P Phone Number:

Purchasing Contact:

* A/P Email:

* A/P Fax Number:

Purchasing Email:

Would you like to order online:

Online Ordering Contact:

Email:

CUSTOMER BILLING REQUIREMENTS

* Invoice Requirements: One invoice per shipment One invoice per purchase order Periodic summary billing Other:

* Back orders accepted? Yes No

Purchase order required?*if Yes, a PO is required to process orders.* Yes No

Method of invoice delivery? Mail Email Portal

If **Email**, please provide Email Address:

If **Portal**, please provide Website Address:

BANK REFERENCES

REFERENCE #1	* Bank Name	* Contact	* Contact Email	* Account Number	* Account Type
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Checking <input type="radio"/> Savings
	* City	* State	Zip Code	* Phone Number	* Fax Number
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

REFERENCE #2	Bank Name	Contact	Contact Email	Account Number	Account Type
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Checking <input type="radio"/> Savings
	City	State	Zip Code	Phone Number	Fax Number
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

* **Authorized Bank Signers Email Address** for confirmation.com and/or bankvod.com:

TRADE REFERENCES

REFERENCE #1	Company Name	Contact Name	Account Number
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	City	State	Zip Code
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	Phone Number	Fax Number	
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

REFERENCE #2	Company Name	Contact Name	Account Number
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	City	State	Zip Code
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	Phone Number	Fax Number	
	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

* Have any of the owners, partners or officers ever filed bankruptcy? Yes No

If **YES**, please list who, when and where:

* Are there any judgements filed or suits pending against this applicant? Yes No

If **YES**, please provide details:

* Have you done business in the last five years under any other name or are there any other related companies? Yes No

If **YES**, please provide previous name:

If **YES**, please provide previous address:

Account Agreement Additional Terms and Conditions

Application for Credit: This Commercial Credit Application ("Application") is being submitted by you the credit applicant ("you" or "Applicant") for the purpose of allowing Veritiv Operating Company and/or its subsidiaries and affiliates, or their successors and assigns (collectively, "Veritiv") to assess and/or continue to assess the extension of commercial business credit to extend to Applicant. "Applicant" refers to the business applicant identified in the Application. Applicant hereby certifies that the information contained in this Application, or submitted in connection with this Application, is true and correct as of the date hereof. Applicant agrees to update credit information upon the request of Veritiv.

Authorization to Release Information: Applicant hereby authorizes Veritiv to contact and investigate the references, including the banks, listed above and hereby authorizes the references to release all information, verbal or written, to assist Veritiv in determining the amount and conditions of credit to extend to Applicant. Applicant authorizes Veritiv to utilize any other sources of credit information which it deems reliable in making credit determinations. Applicant further acknowledges that payment and credit terms are subject to periodic review and may be modified or terminated at the discretion of Veritiv.

Account: If your application is approved, a commercial credit account ("Account") will be opened in the name of the Applicant. Your Account will be established for business, commercial or organizational purposes on behalf of the Applicant's business only. You agree that this Account is not for personal, family or household purposes and you will not use your Account (or allow the Account to be used) for personal, family or household purposes. You promise to pay all amounts owed under this Agreement, including any finance and late charges and any other charges that may be applicable from time to time. You agree to pay for all transactions made on the Account, whether or not such transactions were in fact authorized by you, were made for your benefit, or exceeded your credit limit. The obligations of the Applicant under this Agreement are absolute and unconditional to the fullest extent permitted under applicable law.

Credit Limit and Suspension or Termination of Account: A credit limit will be assigned to your Account, which credit limit we may raise, lower, or allow you to exceed, at Veritiv's sole discretion and at any time, without advance notice to you. All unpaid purchases, whether billed or unbilled, will be considered in determining the available credit for the Account. We may at any time, without advance notice to you, limit or terminate the use of the Account or terminate or suspend the Applicant's right to make future purchases. You may at any time on written notice to us terminate this Agreement with respect to future use of the Account. Regardless of any limitation, suspension or termination hereunder, you agree to pay the entire outstanding balance of the Account according to the terms of this Agreement, and all of our rights will continue in full force and effect until all of the obligations under this Agreement are fully satisfied, including payment of late payment fees and finance charges, which we will continue to impose until the date of full payment.

Payment Terms: Payment terms for the Account will be set by Veritiv. Applicant agrees to remit payment promptly pursuant to the payment terms specified by Veritiv in any invoice or statement issued by Veritiv to Applicant under the Account. Payment of the entire balance on any statement or invoice is due in full by the date indicated on the invoice or statement. The Applicant's initial billing address is the address you specified in the Application unless you notify us in writing of a change in this information. Outstanding balances unpaid after the due date set forth in any invoice or statement will be considered delinquent and will be assessed a 1.0% per month (12% per annum) finance charge and a late fee equal to the greater of \$29.00 or 4% of the past due balance per billing period (or, if less, the maximum finance charge and late fee permitted under applicable law) may be assessed.

Default: Subject to the limitations of applicable law, we may declare the Account and the Applicant in default under this Agreement if the Applicant (a) fails to make a payment when required under this Agreement; (b) violates any other term or condition of this Agreement or provides any information to Veritiv that is materially incorrect, incomplete or misleading in connection with this Agreement; (c) changes its business form or there is a change in control of the Applicant's business; (d) dissolves or ceases to do business; or (e) becomes the subject of bankruptcy or insolvency proceedings.

Remedies upon Default: If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein, including, without limitation, requiring immediate and full payment of all outstanding amounts due on the Account. In the event the Applicant breaches or defaults under the terms of this Agreement, Applicant will be liable to Veritiv for all costs and expenses Veritiv incurs in enforcing our rights hereunder, including finance charges, late charges and fees, reasonable attorney fees or other costs of collection, and any fees and costs arising as a result of Veritiv sending the Account to a third party collection agency following such default by Applicant. To secure full payment of any credit granted to Applicant, Applicant grants Veritiv a continuing security interest or lien on all merchandise and products purchased on Applicant's Account until paid in full. Veritiv reserves the right to offset any amounts due Applicant against any amounts that become due from Applicant to Veritiv.

Critical Vendor. In exchange for Veritiv extending credit to the Applicant, the Applicant shall use its best efforts (including, without limitation, including Veritiv in first-day notices and motions) to have Veritiv designated as a "critical vendor" entitled to payment in full for all pre-petition deliveries of products in any bankruptcy proceedings in which the Applicant or any of its affiliates is the debtor. Veritiv shall have no liability or obligation to deliver products to the Applicant until the Applicant has complied in full with all terms and conditions of this section and such designation has been confirmed.

Additional Terms and Conditions: To the extent permitted by applicable law, if Veritiv accepts any late payment or partial payment (whether or not marked as payment in full), that acceptance will not affect the due date of any other payment due under the Account, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of our rights under this Agreement. If Applicant makes payment in any other way and Veritiv accepts it, Veritiv will not have waived its right to collect any amount from the Applicant owing under this Agreement.

Applicant agrees to notify the Veritiv Credit Department by email (accountsupport@veritiv.com) or certified mail of any change in ownership and agrees to continue to be liable for any and all purchases after said change prior to said notification being received by Veritiv.

Applicant has read and understands the terms of sale at <http://veritiv.com/terms-of-sale> ("Terms of Sale") and agrees that such terms shall prevail over any other documents issued by Applicant pertaining to the sale of goods, products or services by Veritiv.

THIS AGREEMENT AND THE ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW). Any claim, suit or cause of action the Applicant institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Georgia. In the event of a default under this Agreement, Veritiv may institute suit against you either in the State or Federal Courts within the State of Georgia or in the jurisdiction in which you are geographically located or conduct business. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL THE PARTIES HERETO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND THE ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL VERITIV BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES for any claims arising out of or relating to this Agreement.

This Agreement, together with any application you submitted in connection with the Account and the Terms of Sale (which are hereby incorporated by reference in this Agreement), constitutes the entire agreement between the parties hereto relating to the Account and supersedes any other prior or contemporaneous agreement relating to the Account or any other account between the parties hereto. We may amend this Agreement, including to impose additional or different fees or to change the terms of the Account, by giving the Applicant fifteen (15) days advance notice thereof; provided, however, Veritiv may suspend or terminate the Account or change the Account credit limit without any notice to you (as described in more detail above). This Agreement may not otherwise be amended. Veritiv may sell, assign, or transfer all or any portion of the Account or any balances due under the Account or this Agreement without prior notice.

Specific State Notifications:

California Customers. Applicant, if married, may apply for a separate account.

Ohio Customers. Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Customers. A credit report may be requested in connection with this Application for credit.

Vermont Customers. By signing and submitting this credit Application, Applicant consents to Veritiv obtaining a credit report for the purposes of evaluating this Application and to obtain subsequent credit reports, in connection with this Account, for the purpose of reviewing the Account, taking collection action on the Account or for any other legitimate purpose associated with the Account.

No Modifications to this Credit Application will be Accepted

Applicant acknowledges having read and understood the preceding terms and conditions, and represents that the information in this Application is complete and accurate and further certifies that Applicant agrees to abide by the terms of this Agreement. Applicant authorizes us to obtain credit information from credit reporting agencies, references, participating program merchants and any other lawful sources in considering this application and subsequently in connection with the Account. We may also periodically review and share information about the experiences or transactions with Applicant with credit bureaus or other parties that may lawfully receive such information. The undersigned individual ("Undersigned") attests that (i) Applicant is a duly organized and validly existing entity in good standing in its jurisdiction of formation and is authorized to do business in every jurisdiction where it is engaged in business; (ii) the execution of this application has been duly authorized by all necessary action of Applicant; and (iii) the Undersigned is authorized to execute this application on Applicant's behalf.

Each signatory confirms that he/she is authorized to sign this Agreement and bind his/her respective company to the obligations herein.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
* Authorized Applicant (Please Print)	* Authorized Handwritten Signature	* Title	* Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Applicant (Please Print)	Authorized Handwritten Signature	Title	Date

GUARANTY(IES) OF AGREEMENT (OPTIONAL)

In consideration of Veritiv extending credit under any Account established pursuant to this Application to the Applicant, the undersigned guarantor(s) (each, a "Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under the Agreement upon demand without requiring us to proceed first against the Applicant or any other person or entity liable on the Account. Guarantor expressly agrees that we may change the terms of the Agreement, including raising rates, fees or credit limits, or Veritiv's assignment of the Agreement. Guarantor waives any notices regarding the Agreement or this guaranty and also waives all suretyship defenses. Guarantor authorizes Veritiv to (a) utilize his/her/its credit (by obtaining a credit report and/or making direct inquiries of businesses where Guarantor's accounts are maintained in considering this Application and subsequently in connection with any Account: (b) periodically review and share information about the experiences or transactions with Guarantor with credit bureaus or other parties that may lawfully receive such information; and (c) in the event that this application is denied based upon information in a credit report of Guarantor, to report the reason for denial.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
* Authorized Applicant (Please Print)	* Authorized Handwritten Signature	* Title	* Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Applicant (Please Print)	Authorized Handwritten Signature	Title	Date

DIRECTIONS FOR APPLICATION SUBMISSION

When the Credit Application has been completed and signed, please return it along with the following attachments to:

Veritiv AccountSupport@veritiv.com Fax Number: 866-477-1249 Phone Number: 888-231-1328



1. Current financial statements (if available)
2. Tax Exemption Certificate (if applicable)
3. List of secured creditors and applicant's assets held as collateral
4. Names of previous businesses owned/operated by the principals

VERITIV USE ONLY

Sales Rep Name: _____ Sales Rep Code/Number _____

Division/ Org Code/
Sales Office: _____ Segment: _____