



DIRECT ACCOUNT APPLICATION PACKET

Direct Account Application Packet includes the following:

- Requirements for Direct Application Consideration
- Direct Account Application
- Trademark Protection Provision
- Electronic Fund Transfer Terms and Conditions
- Authorization for Preauthorized Debits and Credits and
Agreements to Terms and Conditions of Inter-
Continental Trading USA Inc EFT Payment Program



REQUIREMENTS FOR DIRECT ACCOUNT CONSIDERATION

Thank you for your interest in establishing a direct account. This notice is intended to advise you of the criteria an applicant must meet in order to be eligible to apply for direct account status with Inter-Continental Trading USA Inc and to explain your legal obligations in the event your application is approved. Please read this entire letter, and the entirety of the application and attachments, very carefully.

In order for an application to be complete, it must contain the following, in addition to the signed application materials:

1. A minimum of three trade references and one bank reference.
2. A copy of your Tobacco License. (The name and address on your Tobacco License must match the name and address on your direct account application.)
3. A copy of your business license.
4. Any available financial statements.

You will be notified in writing of Inter-Continental Trading USA Inc's action on your application. If your direct account application is denied, you are entitled to request a written statement of the specific reasons for the denial. Your notification letter will provide the information necessary for you to contact Inter-Continental Trading USA Inc and request the written statement of specific reasons for the denial of your application.

If approved, your application constitutes a binding agreement on your part to comply with the provisions of the Inter-Continental Trading USA Inc Trademark Protection Provision, which is described in an attachment to the Direct Account Application. A copy of the Enrollment Agreement is included in your packet.

If established, a direct account relationship may be terminated at either time by either party for any reason or no reason. However, certain obligations imposed by the Inter-Continental Trading USA Inc Trademark Protection Provision will, for a period of six months, survive the termination of your direct account status. The Enrollment Agreement may be terminated according to its terms. Terms and conditions of sale are contained on Inter-Continental Trading USA Inc.'s published price list and are unaffected by this agreement.

There is also an Electronic Fund Transfer Agreement (EFT) included in this packet, which must be executed in order to be considered for a direct account. If you have any questions, please contact the Inter-Continental Trading USA Inc Credit Department at 847-595-0796.

*There may be circumstances when Inter-Continental Trading USA Inc's business interests are such that a direct account relationship is established with an otherwise unqualified distributor, e.g., when there are no other distribution options in a particular locale.

Direct Account Application

Date	Company Name		
List Name & Addresser of Affiliated Companies or Companies with Common Ownership			
Bill-To Address: Street	City	State	Zip Code
Bill-To Contact Name & Title	Bill-To Telephone No. Including Area Code	Bill-To Fax No. Including Area Code	
Ship-To Address: Street	City	State	Zip Code
Ship-To Contact Name & Title	Ship-To Telephone No Including Area Code	Ship-To Fax No. Including Area Code	
Bank's Name	Bank's Telephone No. Including Area Code		
Accounts Payable Contact & Telephone No. Including Area Code	Tobacco buyer's Name and Telephone No. Including Area Code		
Accounts Payable Email Address	Tobacco Buyer's Email Address		

*If multiple ship-to Addresses are required, please attach a separate list

Please provide answers for the following questions below. All required information fields must be complete. Failure to complete all information will result in rejection of application.

1. How many years have you been in business? _____
2. What is the applicant's primary reason for requesting direct account status with Inter-Continental Trading USA INC? _____

3. How will the applicant enhance and/or assist in the retail distribution of Inter-Continental Trading USA INC?

4. Is the applicant willing to stock and actively distribute new Inter-Continental Trading USA Inc products for a minimum of 6 months, requested by Inter-Continental Trading USA Inc? Yes _____ No _____
5. Currently, how many retail stores do you service? _____ (Please attach a store list)
How many do you own? _____
6. What is your customer base by trade channel? Please enter Percent (%) of business by each trade channel.

Trade Channel	% of Business	Trade Channel	% of Business
Convenience		Food	
Drug		Discount	
Mass		Sub jobbers	
Government		Other	

7. List States Service: _____

8. Where do you currently purchase ICT tobacco Products (Minimum 3): _____
9. Please provide other companies that have you on "Direct ship" status (pleas provide copies of 3 invoices, for the past 6 months).
10. Do you own or Rent Building? _____ If rent, from where? _____ Value \$ _____
 a. If own, Real Estate Mortgage _____
11. Do you currently possess a State required Distributor license? Yes _____ No _____ Please provide a copy.
12. From which states do you have tobacco/cigarette taz stamping licenses (Please attach copies_:
13. Corporate Status (Check one) Proprietorship Partnership Corporation Limited Liability Company
 Name of proprietor, partners, or offices and titles if a Corporation of LCC _____
14. Federal Tax ID No. _____ or Alternate: Social Securty No. (For General Partnership, Proprietorship or Individual) _____
15. Estimated Annual Sales \$ _____ Purchase Orders Required? Yes _____ No _____
16. Has this business or any related business entity, previously made purchases from Inter-Continental Trading USA Inc, or any predecessor? Yes _____ No _____

Trade References:

Name	Addresss	Phone
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

Bank Reference:

Name: _____ Address: _____

Have you reviewed the Trademark Protection Provision, and do you understand that if your application is approved, your signature below created a legal contract requiring you to perform the obligations of the Trademark Protection Provision? Yes _____ No _____

The information requested in this Application is considered relevant and necessary to determine the applicant's credit worthiness. The information will be used for evaluating the applicant's request for credit.

The signature below of an authorized person attests financial responsibility, ability and willingness of the applicant to pay invoices in accordance with invoice terms.

The information herein is warranted to be true. Having been duly authorized by the applicant, the undersigned hereby authorizes Inter-Continental Trading USA Inc and its agents to investigate the references listed pertaining to the applicant's and the personal guarantor's credit and financial responsibility and additionally to investigate the same through any credit reporting agency.

Owner (s) Signature _____ Date _____ Address _____

PLEASE ATTACH ANY AVAILABLE FINANCIAL STATEMENTS OR ADDITIONAL HELPFUL INFORMATION.

Notice: If your application for business credit is denied, you have the right to a Written statement of the specific reasons for the denial. To obtain the statement, please contact ICT USA Inc. Credit Department at the following address: 1601 W. Algonquin Rd. Mount Prospect, IL 60056 or call 800-595-0796 within 30 days from the date you are notified of the decision. A written statement of the reason for the denial will be sent to you within 30 days of receiving your request for the statement.

FOR ICT USE ONLY

Date Received: _____

Initial Application Status

<input type="checkbox"/>	Passed
<input type="checkbox"/>	Rejected

Reason for Rejection

Applicant Notified? Yes ___ No ___ Date: _____

Sales Review

Manager	Date	Manager Comments	Est. Weekly Sale in Cases
Approved			
Rejected			

Signature of ICT Representative _____

Date _____

Credit Department

Is the customer capable of submitting orders via Electronic Data Interchange (EDI)? () Yes () No

Has the customer provided information for zero (-0-) day EFT payment? () Yes () No

Additional Information Required for Processing

Pending Information	
Item	Status

Routed for Final Approval Date: _____ Final Application Communication Date: _____



Inter-Continental Trading USA Inc Direct Account Application Trademark Protection Provision

This Trademark Protection Provision is a part of your direct account application and by signing your application this provision becomes a contractual obligation that is enforceable in a court of law.

Your legal obligations are:

1. You will, for a period of at least two years, keep accurate and complete records of all transactions involving Inter-Continental Trading USA Inc tobacco brands. This includes every present and future variety within Inter-Continental Trading USA Inc's brands, and applies to your purchases as well as your sales. This obligation applies not only to purchases from Inter-Continental Trading USA Inc, but also to purchases from third parties.
2. If requested to do so, you will provide copies of the records described in the preceding paragraph to Inter-Continental Trading USA Inc. You will do so as soon after receiving an oral request for such records from an employee of Inter-Continental Trading USA Inc as is reasonably possible, and in any event no longer than two business days after the request. Inter-Continental Trading USA Inc will reimburse you for your reasonable and documented copying expenses.
3. You will permit representatives of Inter-Continental Trading USA Inc access to facilities owned, leased or used by you or your affiliates in order that they may inspect product bearing Inter-Continental Trading USA Inc.
4. You will cooperate with Inter-Continental Trading USA Inc in connection with any inquiry relating to the covered brands.
5. You agree that your failure to comply with these obligations will constitute a breach of your contract.
6. You understand that equitable remedies, including restraining orders and injunctive relief, may be necessary to secure the benefits of this agreement to Inter-Continental Trading USA Inc.
7. You agree that the obligations imposed herein will survive the termination of your direct account for a period of six months following the date of termination, during which time you will remain legally bound to fulfill such obligations.

Company Name: _____

Name and Date: _____

Company Title: _____



Terms and Conditions
Inter-Continental Trading USA Inc EFT Payment Program

The following terms and conditions of sale shall be applicable to Inter-Continental Trading USA Inc, direct-buying Customers:

1. Inter-Continental Trading USA Inc established the EFT Payment Program on December 1, 2005, requiring payment for orders submitted to Inter-Continental Trading USA Inc Company, be made through EFT by directly debiting a customers' bank account.

2. Qualifying for Inter-Continental Trading USA Inc 's EFT Payment Program is conditioned upon :

a. Receipt by Inter-Continental Trading USA Inc of an Authorization for Preauthorized Debits or Credits and Agreement to Terms and Conditions (the "Authorization") confirming authority granted by a Customer to debit and/or credit Customer's designated account ("Designated Account") at the bank or other depository institution regularly used by Customer ("Customer's Bank ") and agreement to the terms and conditions set forth herein;

b. Customer being a direct buying customer of Inter-Continental Trading USA Inc meeting Inter-Continental Trading USA Inc's direct account requirements and maintaining its account in good standing;

c. Compliance by Customer with Inter-Continental Trading USA Inc's and conditions of sale as set forth on current price lists provided by Inter-Continental Trading USA Inc; and

d. Confirmation that Customer's Bank is capable of processing the electronic transfers of debit or credits to Customer's Account as contemplated by this Agreement.

3. For Customers complying with the above conditions, Inter-Continental Trading USA Inc will initiate direct debits by electronic transfers from the Designated Account at Customer's Bank in payment of goods ordered by Customer three (3) business days from the date of shipment of the purchased goods. (The date of shipment is the same as the invoice date.) If the date of payment falls on a bank holiday, the actual payment date will be deemed the next business day.

4. The following obligations shall be assumed by a participating Customer:

a. Sufficient funds shall be maintained in the Designated Account at all times to cover payment obligations and in the event that a withdrawal

is dishonored for any reason the invoice will become immediately due and payable, and Inter-Continental Trading USA Inc shall have the option to charge reasonable costs required for collection of any amounts due, for payments not received within 15 days from the invoice date.

b. Customer shall be responsible for any loss, late fees, or other charges resulting from incorrect or incomplete information provided to Inter-Continental Trading USA Inc as well as for any other charges imposed by Customer's Bank in connection with the payment procedures contemplated herein.

c. Customer shall be responsible for providing written notification to Inter-Continental Trading USA Inc in the event there should occur any changes with respect to the Designated Account and shall cooperate with any testing which may be necessary to confirm the capability of processing electronic transfers in the event of any changes with respect to the Designated Account.

5. In the event Customer is entitled to any credits relating to a qualifying transaction Inter-Continental Trading USA Inc will initiate credits by electronic transfers to the Designated Account promptly upon verification of amount owed to Customer.

6. Inter-Continental Trading USA Inc retains the right to amend or discontinue the EFT program at any time by providing written notice to Customer and additionally may terminate Customer's participation in the EFT payment program in the event Customer fails to abide by the terms and conditions sets forth herein by providing notice to Customer. Customer may elect to withdraw authorization for Inter-Continental Trading USA Inc to initiate debit or credit entries to the Designated Account by providing written notification to Inter-Continental Trading USA Inc and the Customer's Bank.

Upon the effective date of such termination, no shipments will be made to such Customer until satisfactory payment procedures are agreed upon.

7. If you have any questions about the program, please contact our Credit Department at 800.595.0796 between the hours of 8:00 a.m. and 5:00 p.m. (CST).



Agreement to Terms and Conditions of the
Inter-Continental Trading USA Inc EFT Payment Program

The undersigned hereby (i) authorizes Inter-Continental Trading USA Inc Ltd., a New York Corporation, and any successor thereto; ("Inter-Continental Trading USA Inc") to initiate debit and/or credit entries by electronic transfers to the account at the depository designated below and (ii) evidences agreement of the undersigned to the Terms and Conditions of the Inter-Continental Trading USA Inc EFT Payment Program.

DEPOSITORY BANK NAME: _____

ACCOUNT NAME: _____

BANK ACCOUNT NO.: _____

TRANSIT / ABA NO.: _____

ADDRESS OF DEPOSITORY: _____

The authority to debit and/or credit the above account shall remain in full force and effect until Inter-Continental Trading USA Inc and Depository have received from an authorized representative of the Customer written notification of its termination at least fifteen (15) days in advance of the effective date thereof.

CUSTOMER'S BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTEDNAME: _____

TITLE: _____

DATE: _____

CUSTOMER'S OFFICE ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

AND/OR

FAX NUMBER: _____

Please return to: Inter-Continental Trading USA INC
ATTN: Sales Manager
1601 W. Algonquin Road
Mount Prospect, IL 60056

Fax to: ATTN: Sales Manager
847.640.1787

OR