

North America TRADE CREDIT ACCOUNT APPLICATION LEGAL ENTITY



Instructions

This form is intended to collect required information about your business to determine your eligibility for credit and to meet our compliance obligations. To ensure the successful completion of this Trade Credit Account Application, please note the following:

- All sections must be completed (if applicable)
- Any missing or inaccurate responses/documents or incomplete mandatory fields may lead to delay or rejection of this Application

Company Information

Purchasing Legal Entity Name*		DBA/Trade Name (if different than Purchasing Legal Entity Name)
Primary Business Address* (No P.O. Box or CMRA Allowed)		Billing Address*
City, State, Zip* (No P.O. Box or CMRA Allowed)		City, State, Zip*
Email Address*		Billing Contact Email Address*
Telephone Number*		Billing Contact Telephone Number*
Company Tax ID*	DUNS #*	Date of Formation
Gross Annual Revenue	# Employees	State of Formation*

Business Entity Type* (Please select the legal entity which best applies)

<input type="checkbox"/> Association	<input type="checkbox"/> Cooperative	Ownership Type (choose one)	
<input type="checkbox"/> Government Entity	<input type="checkbox"/> LLC/LLP	<input type="checkbox"/> Publicly Traded Company	<input type="checkbox"/> Government Owned
<input type="checkbox"/> Other If other, please provide details		<input type="checkbox"/> Privately Owned Company	SIC/NAICS Code

Purchasing Information ICL only accepts electronic payments. Check this box to acknowledge: ☐

REQUESTED CREDIT LIMIT* \$	Monthly Average Spend with ICL \$	ICL Entity Purchasing From	Depending on your credit limit needs, we may require, as a going concern, current financial statements including balance sheet, P&L and statement of cash flow.
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Banking References (include deposit accounts and loans/lines of credit, if applicable)*

Bank/Financial Institution Name*	Bank/Financial Institution Contact Name*
Address*	Bank/Financial Institution Contact Phone*
Account #/IBAN*	Account Types (e.g., checking, savings, general ledger, etc.)*
Bank/Financial Institution Name*	Bank/Financial Institution Contact Name*
Address*	Bank/Financial Institution Contact Phone*
Account #/IBAN*	Account Types (e.g., checking, savings, general ledger, etc.)*

Trade References*

Vendor Name/Contact Name*	Vendor Name/Contact Name*
Address*	Address*
Contact Phone/Email*	Contact Phone/Email*

Required fields*

Senior Executive/Manager (Controlling Person)

Please identify a person with SIGNIFICANT responsibility to control, manage, or direct your business. The individual identified may include (a) an executive officer or senior manager (e.g., CEO, Managing Member, General Partner, President or (b) any person who regularly performs similar functions.

Full Legal Name	Role/Position held within the Company (e.g., CEO, CFO, Controller)	
City of Residence	State of Residence	Country of Residence

Conflict of Interest

Do you, your employees or representatives have any relationship with ICL or its employees that could be considered a conflict of interest, or have you had such a relationship in the past?

☐ No ☐ Yes (if Yes, please describe the circumstances in the space below):

Compliance*

Will you, or any of your employees, interact with government officials on behalf of ICL (e.g.: issuers of government permits, approvals or licenses; airport authorities; state-owned factories or other businesses; customs; immigration or tax officials)?*			<input type="checkbox"/> No <input type="checkbox"/> Yes
Are you a distributor, reseller, channel sales partner, broker or agent? *			<input type="checkbox"/> No <input type="checkbox"/> Yes (if Yes, please answer questions below)
What is your estimated annual sales volume of ICL products?	In what country(ies) or region(s) will ICL products be resold?	Will subsequent purchasers (including end users) include government agencies or state-owned companies?	<input type="checkbox"/> No <input type="checkbox"/> Yes

Beneficial Ownership

The questions below ask you to provide information about the individuals that directly or indirectly own the Company. Please provide the requested information for each individual that directly or indirectly owns 25% or more of the Company, or otherwise exercises a controlling interest.

For Governmental Entities, or legal entities with no individual owning at least 25% of the entity (directly or indirectly) or exercising a controlling interest, check this box. ☐

Beneficial Owner Name	Address	Country of Residence	Ownership Percentage (%)

SIGNATURE

By signing below, Company (the "**Applicant**") acknowledges it has received, read, and agrees to transact business with us in accordance with the terms and conditions (as they may change from time to time) of the ICL Trade Credit Account Agreement attached hereto ("**Agreement**"), and further agrees to abide by all applicable governmental laws and regulations in the conduct of its business dealings with us. The person signing below certifies that they have the authority to bind the Applicant to the terms and conditions of the Agreement. If the requested credit is approved, Applicant agrees to continue to be bound by the Agreement. Applicant authorizes us to obtain credit information from reporting agencies, references, merchants and any other lawful sources in evaluating the application and in connection with any Account and authorizes us to share information used in connection with any evaluation with our subsidiaries, affiliates and third-party providers. Please see our privacy notice located at www.icl-group.com/privacy-policy/ for details about our data sharing, collecting, processing and maintenance practices. 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.

A facsimile, scanned PDF, and other electronic copies, which taken together will constitute one instrument and have the same force and effect for all legal purposes, will be binding. If the business is privately held, please provide a copy of a government-issued photo ID (e.g., passport, driver's license, etc.) for the person signing below. Please ensure that all copies are legible.

Company Legal Name	Print Name of Authorized Signer
Title/Role in Company of Authorized Signer	Email Address
Signature	Date

ICL TRADE CREDIT ACCOUNT AGREEMENT

The ICL Trade Credit Account is issued by, and credit sale terms is extended by, ICL, 622 Emerson Road, Suite 500, St. Louis, MO 63141, USA. In this Agreement, "ICL" means the entity identified below based on the products or services (as applicable) purchased by Applicant covered by the Agreement: (a) ICL Specialty Products North America Inc.; (b) ICL Specialty Products Inc.; (c) Everris NA Inc.; (d) ICL-IP America Inc.; or (e) ICL Fosfatos y Aditivos México S.A. de C.V. In this Agreement, "we", "our" and "us" refer to the ICL legal entity extending credit terms to you. "You", "your" and "Applicant" refer to the business applicant identified in the commercial credit application.

Applicant and ICL agree that this application and any related agreements between the two may be executed electronically, including by adoption of an electronic signature. Applicant and ICL agree that such an electronic signature is legally valid and has the same force and effects as if it had been executed on paper by wet ink signature and the physical originals were delivered. Applicant agrees and acknowledges that we may, at our option, send to Applicant any record, notice, disclosure, Statement, tax form, or other information ("Communication") via electronic means (including through a service), including Communications that we are required by law to provide to Applicant in writing. Applicant hereby waives any claim or defense that any Communication is not binding or enforceable or does not have its intended effect as a result of being communicated electronically rather than in writing.

If your application is approved, a trade credit account for credit sale purchases of products ("Account") will be opened in the name of the Applicant. Your Account will be established for business, commercial or organizational purposes on behalf of your business. You agree that you will not use your Account (or allow your 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 your Account, whether or not such transactions were in fact authorized by you, were made for your benefit, or exceeded your credit limit. Your obligations under this Agreement are absolute and unconditional to the fullest extent permitted under applicable law. You acknowledge and agree that this Agreement is a separate credit sale purchasing program offered by us and supplement any separate written agreement governing the purchase of products or services from us (including our General Terms and Conditions for Sale at www.icl-group.com/commercial-terms/).

A credit limit will be assigned to your Account, which credit limit we may raise, lower, or allow you to exceed, at any time, without advance notice to you. All unpaid purchases, whether billed or unbilled, will be considered in determining your available credit. We may at any time, without advance notice to you, limit or terminate the use of your Account or terminate or suspend your right to make future purchases. You may at any time on written notice to us terminate this Agreement with respect to future use of your Account. Regardless of any limitation, suspension or termination hereunder, you agree to pay the 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 your obligations are fully satisfied, including payment of late payment fees and finance charges, which we will continue to impose until the date of full payment.

Your initial billing address is the address you specified in your application unless you notify us of a change in this information. Your payment is overdue if we have not received it by the applicable payment due date. Overdue amounts may bear interest at the rate of 1.5% per month from the applicable payment due date subject to a minimum finance charge of \$10.00; OR a 1.5% finance charge and a \$39.00 late fee (or, in each case, the highest rate permitted by law, if less) until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees, cost and expenses) incurred by us in collecting all such overdue amounts.

Unless otherwise agreed to by the parties in writing, all payments are due in the currency described in the invoice and must be paid by Electronic Funds Transfer (EFT) (e.g., ACH network or wire transfer). You will be responsible for bank or other charges assessed by ICL's receiving bank. You will pay all invoiced amounts by the payment due date stated on the invoice or the separate written agreement governing the products or services from ICL, or in its absence 30 days from the invoice date. If

your payment is dishonored, we may require immediate and full payment of all outstanding amounts. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

To the extent permitted by applicable law, if we accept 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 this Agreement, 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 ICL agrees to receive non-EFT payment(s), then any conditional check, money order or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to us must be sent in writing c/o the ICL Credit Department, to the United States remit payment address listed in applicable invoice(s) from ICL and must conspicuously state on the face of the instrument or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owing under this Agreement.

Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due under this Agreement; (b) violate any other term of this Agreement or provide any information that is incorrect, incomplete or misleading in connection with this Agreement; (c) change your business form or there is a change in control of your business; (d) dissolve or cease to do business; or (e) become the subject of bankruptcy or insolvency proceedings. 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.

In order to induce ICL to enter into this Agreement and its willingness to extend trade credit, you acknowledge that as a condition of extending (renewing, maintaining or otherwise providing) credit, we reserve the right, in our sole discretion, to require reasonable security for payment, including a letter of credit by an ICL approved legal entity or a payment guarantee by a parent company or affiliate of Applicant.

All claims arising out of or relating to the Agreement or the Services will be governed by Missouri law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of St. Louis County, Missouri; the parties consent to personal jurisdiction in those courts. Each party waives any right to a trial by jury in any action brought and related in any way to this Agreement and your Account, under any theory or law or equity. Under no circumstances will we be liable for any consequential, incidental, indirect or punitive damages for any claim arising out of or relating to this Agreement.

This Agreement, together with any application you submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us and/or our predecessors relating to your Account. We may make changes to this Agreement from time to time. Unless otherwise noted by us, material changes will become effective 30 days after they are made available to you. Regardless of any other provision, we may suspend or terminate your Account or change your credit limit without any notice to you (as described in more detail above).

This Agreement may not otherwise be amended. We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you.