



4716 East Lake Highlands Dr. #105
The Colony, Texas 75056

CREDIT APPLICATION
(Confidential)

- A. A corporate officer is responsible for signing the attached documents. This Agreement is between the Applicant, whose signature is on the reverse side of this Agreement, and **JTWO Wireless, LLC**.
- B. If you are applying for *Net Terms*, please attach your most recent corporate financial statements.
- C. Applicant certifies that this Application, with attachments, is true, correct and complete as of the date hereof and agrees to be bound by each.
- D. Please mail or fax completed documents to:

JTWO Wireless, LLC
Credit Department
P.O Box 2347
Frisco, Texas 75034
Fax: 972- 624-8329

I. LEGAL NAME OF BUSINESS & GENERAL INFORMATION

Legal Name of Firm: _____
Billing Address: _____
City/State/Zip: _____
Business Shipping Address: _____
City/State/Zip: _____
Owners / Officers:

- 1. _____ Social Security No: _____
- 2. _____ Social Security No: _____
- 3. _____ Social Security No: _____

Contact Name: _____ E-mail: _____
Business Phone: _____ Business Fax: _____
Type of Business: _____ Year Established: _____
How Long In Business at Present Location: _____
If less than three years, list previous name and address: _____

Gross/Net Revenue for previous year: _____
Anticipated gross/net revenue for current year: _____
Federal Tax ID Number: _____
Tax Exemption Certificate # _____
(Please attach this certificate to application)

Dun & Bradstreet Number: _____
Check One: _____ Public Company _____ Private Company
Legal form of business: Corporation _____ Partnership _____ LLC _____ Sole Proprietor _____



II. REFERENCES

BANK REFERENCES (COMPLETE IN ITS ENTIRITY)

Bank Name: _____
Account Officers Name: _____
Checking Account Number: _____
Address: _____
Telephone: _____ Fax: _____ Loan Number: _____
E-mail: _____

Bank Name: _____
Account Officers Name: _____
Checking Account Number: _____
Address: _____
Telephone: _____ Fax: _____ Loan Number: _____
E-mail: _____

TRADE REFERENCES

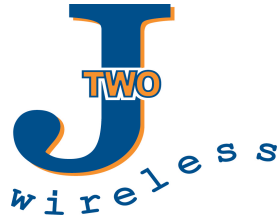
Name: _____
Address: _____
Telephone: _____ Fax: _____
Contact Name: _____ Email: _____
Account Number: _____
Current amount of trade credit: \$ _____

Name: _____
Address: _____
Telephone: _____ Fax: _____
Contact Name: _____ Email: _____
Account Number: _____
Current amount of trade credit: \$ _____

Name: _____
Address: _____
Telephone: _____ Fax: _____
Contact Name: _____ Email: _____
Account Number: _____
Current amount of trade credit: \$ _____

CREDIT REQUIREMENTS

Credit Amount Requested: _____



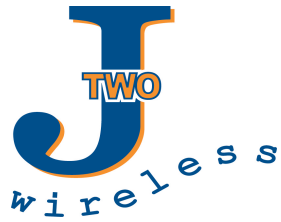
Applicant hereby authorizes the release of credit and banking information to JTWO Wireless, LLC according to the references that are listed on this Application. Applicant also authorizes JTWO Wireless, LLC to secure information from business and/or personal credit reporting agencies as necessary in evaluating applicant's credit worthiness and the amount of credit to be made available to applicant.

Applicants Signature: _____
Company Name: _____
Authorized Agent / Officer: _____
Date: _____



TERMS AND CONDITION OF SALE

- 1. Sale of Goods.** This Agreement documents the terms and conditions under which JTWO Wireless, LLC (“JTWO Wireless”) will ship and sell the merchandise described on its invoices (“Product”) to the undersigned entity (“Customer”).
- 2. Delivery.** Unless otherwise specified, delivery of Product will be made F.O.B. JTWO Wireless’ designated delivery facility. In the absence of specific instructions, JTWO Wireless will select the carrier and means of shipment for delivery of Product to Customer. Title to and risk of loss for all Product passes to Customer upon delivery to the carrier. Insurance during shipment shall be the sole responsibility of Customer. Customer shall make all claims to the carrier for Product damaged, destroyed or lost in transit. JTWO Wireless will not be liable for delays in delivery due to causes beyond JTWO Wireless’ control including, but not limited to, inability to obtain material, labor or manufacturing facilities, acts of God, or of the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, or delays of JTWO Wireless’ suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period of time equal to the time necessary to overcome such delay. JTWO Wireless reserves the right to make Product deliveries in installments. Partial deliveries shall be acceptable to Customer.
- 3. Payment Terms and Acceptance.** Notwithstanding any statement of payment terms or extension of credit to Customer, JTWO Wireless reserves the right to require payment in advance of shipment or to ship C.O.D in the event Customer fails to timely pay any invoice when due to JTWO Wireless in connection with any transaction between Customer and JTWO Wireless. JTWO Wireless reserves the right to suspend or limit performance under this Agreement until all past due sums have been paid in full. Customer must notify JTWO Wireless, in writing, within 48 hours of receipt of a shipment for any shortages, discrepancies, damages or objections to the product and/or shipment. If written notice of such issues, stated above, is not received by JTWO Wireless within the 48 hours of delivery, the product will be considered approved and accepted by Customer. Customer agrees to make payment in full to JTWO Wireless for all amounts due according to JTWO Wireless invoice(s). Customer also agrees to pay JTWO Wireless, as interest, an amount equal to one and one-half percent (1½%) per month for actual days elapsed, or the maximum provided by law (whichever is less), for any invoice amount that is past due. Should Customer default in any such payment(s), JTWO Wireless shall have the right, without notice to Customer, to declare all invoice amounts immediately due and payable. In the event JTWO Wireless should commence any action or actions, or otherwise seek to enforce this Agreement against Customer, Customer agrees to pay all reasonable attorney(s) fees, court costs and other expenses incurred by JTWO Wireless, whether or not suit is filed. This Agreement is strictly confidential and is not transferable or assignable by Customer without the express prior written consent of JTWO Wireless. Customer agrees that any change in liability for any debts incurred to JTWO Wireless due to a change in Customer’s form of business or ownership, shall not be effective as to JTWO Wireless, until JTWO Wireless receives actual notice of the change by certified mail.
- 4. Taxes.** Except as otherwise specified, the prices stated do not include any federal, state or local sales, use or excise taxes applicable to the sale, delivery, or use of any Product. Customer expressly accepts liability for such taxes and agrees to pay JTWO Wireless, in addition to the prices and other amounts invoiced for such Product, the amount of any such taxes which may be imposed upon or payable by JTWO Wireless.
- 5. Governing Law.** The parties agree that this Agreement will be construed in accordance with the laws of the **STATE OF TEXAS**. Venue for any legal action initiated under this Agreement will be in the courts of **DENTON COUNTY, TEXAS**. Venue shall be in **DENTON COUNTY, TEXAS** or **DALLAS COUNTY, TEXAS**, as determined by JTWO Wireless.
- 6. Entire Agreement.** The terms and conditions stated herein, together with those appearing on continuation sheets, if any, compromise all terms and conditions, and understanding between the parties respecting the sale of Product by JTWO Wireless to Customer. These terms and conditions supersede any prior written or oral agreements or understandings between the parties, or any provision contained on the face or reverse side of any Customer purchase order or any prior general agreement inconsistent with the provisions hereof. Acceptance by Customer of the Product covered by these terms and conditions shall, absent a contrary agreement in writing signed by JTWO Wireless, constitute acceptance of these terms and conditions. No modification hereof shall be valid unless in writing and duly signed by both JTWO Wireless and Customer.



These terms are agreed to by:

(Name of Entity)

By: _____

Date: _____

Name/Title: _____



PERSONAL GUARANTEE

In order to induce JTWO Wireless, LLC to grant credit terms to _____ (“Customer”), the undersigned (each a “Guarantor” and collectively, if more than one person, the “Guarantor(s)”) personally, irrevocably and unconditionally guarantee payment by Customer of all accounts, invoices, amounts or other indebtedness Customer may owe to JTWO Wireless, LLC, a Texas limited liability company (“JTWO Wireless”) in connection with or as a result of Customer’s reseller relationships with JTWO Wireless. This Guarantee is a guarantee of payment and not of performance and shall remain in full force and effect until all amounts due and owing by Customer to JTWO Wireless, including any interest, finance, carrying or other applicable fees and charges, have been paid in full. JTWO Wireless shall not be required to first exhaust any and all remedies against Customer before making demand for payment upon Guarantor(s). Any demand for payment made upon Guarantor(s) by JTWO Wireless shall be paid in full by Guarantor(s) within ten days of the date of demand,

Guarantor(s) each expressly and irrevocably waive all notice of acceptance of this Guarantee, notice of extension of credit to Customer, any modification of the terms of any extension of credit to Customer, presentment, demand for payment and any notice of default by Customer and any other notices to which Customer or Guarantor(s) may otherwise be legally entitled. This Guarantee shall be binding upon Guarantor, the Guarantor’s heirs, successors, assignees, representatives and survivors, and shall inure to the benefit of JTWO Wireless, its successors and assigns. Guarantor(s) may not, without the prior express written consent and approval of an authorized officer of JTWO Wireless, assign, transfer or convey all or any portion of Guarantor’s obligations under this Guarantee. In the event of a voluntary or involuntary filing by or against either of or both of Customer or Guarantor(s) under the United States Bankruptcy Code or any state insolvency law, Guarantor(s) expressly acknowledge and agree that the obligations of Guarantor(s) hereunder are intended by Company, JTWO Wireless and Guarantor(s) to be non-dischargeable to the maximum extent permitted by applicable law. Notwithstanding the foregoing, in the event JTWO Wireless is required to return all or any portion of any payment received by either Customer or Guarantor(s) as a result of any preference or similar action or proceeding, the amount so returned shall be deemed to be an additional extension of credit by JTWO Wireless to Customer, the payment of which shall be irrevocably and unconditionally guaranteed by Guarantor(s) hereunder.

This Guarantee shall be governed by and interpreted in accordance with the laws and decisions of the **STATE OF TEXAS, USA**, and is performable in **DENTON COUNTY, TEXAS, USA**. As a material inducement to extend credit to Customer by JTWO Wireless, Guarantor acknowledges and agrees that any and all disputes, actions, proceedings, and lawsuits arising out of or related to the parties’ rights and obligations under this Guarantee shall be heard in the appropriate state or federal court located in Denton County, Texas, and that Guarantor shall not object to such venue under the theory of forum non convenes or otherwise. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR(S) HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, PROCEEDING OR LAWSUIT ARISING UNDER OR RELATED TO THIS GUARANTEE.**

GUARANTOR:

GUARANTOR:

(Signature)

(Signature)

(Name)

(Name)

(Date)

(Date)