

cVideo, LLC
9745 Businesspark Ave, San Diego, CA 92131
Phone/Fax (858) 207-6242

APPLICATION FOR CREDIT AND CREDIT AGREEMENT

In order to facilitate timely processing of your order(s), please read and complete this application, sign and return to cVideo, LLC (cVideo) along with a copy of your most current, signed, complete financial statement and/or a complete copy of your last fiscal year-end tax return.

TERMS AND CONDITIONS

1. Any extension of credit by cVideo shall be made solely upon the terms, conditions and policies published by cVideo from time to time. Any modification or amendment thereof shall not be effective unless accepted in writing by cVideo. cVideo reserves the right, in its sole discretion, to refuse to extend credit at any time or to honor any order prior to delivery thereof.

2. The undersigned hereby agrees to pay all invoices from cVideo according to the respective terms of sale of each invoice. In the event that any debt is not paid in accordance with the terms of any invoice between cVideo and the undersigned ("Default"), the entire balance owed by the undersigned to cVideo shall become immediately due and payable at the option of cVideo notwithstanding any other terms of payment. In the event of any such Default, the undersigned shall pay to cVideo interest on the entire outstanding balance due and owing to cVideo by the undersigned at the rate of one and one half (1 1/2%) percent per month (18% per annum) or at the highest interest rate allowable by law, said interest shall commence and accrue as of the date of the first Default and shall continue until the entire outstanding balance shall be fully paid. Additionally, the undersigned agrees to pay any and all costs and expenses of collection incurred by cVideo with respect to any and all amounts due and owing to cVideo by the undersigned, including, without limitation reasonable attorney's fees.

3. All payments received by cVideo shall be first applied to interest, collection costs and expenses, if any, and then to reduce any outstanding debt due and owing.

4. This agreement and any disputes arising between cVideo and the undersigned shall be governed by the laws of the State of California and the undersigned hereby expressly waives any and all defenses to the exercise of personal jurisdiction over the undersigned by any state or federal court located in the State of California in any action, suit or proceeding between cVideo and the undersigned arising hereunder. It is agreed that any moneys due, shall be paid at the cVideo offices in San Diego, CA. If a suit is filed on this agreement the venue shall be in San Diego, CA. **THE UNDERSIGNED FURTHER KNOWINGLY WAIVES ANY RIGHT WHICH THE UNDERSIGNED MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION BETWEEN THE UNDERSIGNED AND cVideo BY REASON OF THIS CREDIT APPLICATION AND CREDIT AGREEMENT OR ANY OBLIGATIONS ARISING HEREUNDER.**

COMPANY NAME: _____ D/B/A OR TRADE NAME (if any) _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

DATE BUSINESS ESTABLISHED: _____ CURRENT MANAGEMENT IN CONTROL SINCE: _____ AT PRESENT LOCATION SINCE: _____ OWN _____ RENT _____

FULL NAME, ADDRESS AND TELEPHONE NUMBERS OF OWNER(S) OR PRINCIPAL OF ENTITY:

NAME: _____ ADDRESS: _____ PHONE _____

NAME: _____ ADDRESS: _____ PHONE _____

NAME: _____ ADDRESS: _____ PHONE _____

SOCIAL SECURITY NO. FOR PROPRIETOR OR PARTNERS: _____

TYPE OF ORGANIZATION _____
(Proprietorship, General or Limited Partnership, Corporation, or Limited Liability Company)

STATE IN WHICH INCORPORATED OR ORGANIZED: _____ FED. TAX NO. _____

SALES TAX RESALE CERTIFICATE NO: _____ STATE: _____

TYPE OF BUSINESS: _____ NUMBER OF LOCATIONS: _____

ESTIMATED ANNUAL SALES: \$ _____ ESTIMATED CREDIT REQUIREMENTS: _____

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If financial statement required:

DATE FISCAL YEAR ENDS: _____ FINANCIAL STATEMENT: ATTACHED _____ TO BE MAILED _____

BANK REFERENCE:

 Name of Bank Complete Street Address City State Zip

 Account No.(s) Under What Name Name and Title of Contact Phone

MAJOR TRADE REFERENCES:

<u>Company Name</u>	<u>City and State</u>	<u>Phone Number</u>	<u>Fax Number</u>	<u>Contact</u>	<u>Account No.</u>

ALL STATEMENTS AND INFORMATION ON BOTH PAGES OF THIS APPLICATION ARE TRUE AND COMPLETE AND ARE MADE FOR THE PURPOSE OF OBTAINING CREDIT. YOU ARE AUTHORIZED TO CONTACT ANY LISTED REFERENCES RELATIVE TO THE CREDIT AND FINANCIAL RESPONSIBILITY OF THE UNDERSIGNED.

NAME: _____

BY: _____ TITLE: _____

PRINT NAME: _____

DATED: _____

INDIVIDUAL PERSONAL GUARANTY

DATE: _____

I, _____, residing at _____ for and in consideration of your extending credit at my request to _____ (hereinafter referred to as the "Company"), of which I am _____ (title), hereby personally unconditionally guarantee to you, cVideo Technologies, at 9745 Businesspark Ave, San Diego, California 92131 payment of any obligation of the Company and I hereby agree to jointly and severally bind myself to pay you on demand any sum which may become due to you by the Company. I do hereby agree to be bound by all terms, conditions and covenants set forth in the Application for Credit and Credit Agreement and waive notice of default, dishonor, non-payment, and notice thereof and consent to any modification or renewal or extension of the Application for Credit and Credit Agreement hereby guaranteed. I do further waive any right of Indemnification or subrogation which I may have against the Company for any debt arising hereunder.

Signature: _____

Social Security No.: _____

Witness: _____

Address: _____

FOR INTERNAL USE ONLY

Salesperson's Name _____

Credit limit approved: _____

Approved by: _____

Date: _____

CUSTOMER INFORMATION AND RESALE CERTIFICATE

CUSTOMER INFORMATION:

Company name: _____

d/b/a (if any): _____

	<u>Billing address</u>	<u>Shipping address if different</u>
Street	_____	_____
City	_____	_____
State	_____	_____
Zip Code	_____	_____
Phone number	_____	_____
Contact	_____	_____

Names of people authorized to place orders:

<u>Name</u>	<u>Title</u>	<u>Phone</u>

RESALE CERTIFICATE:

I HEREBY CERTIFY:

1.) Complete one of the following:

I hold valid **seller's permit number** _____ pursuant to the Sales and Use Tax laws of California;

I am not required to hold a California sellers permit because I make no sales in the state of California:

2.) I am engaged in the business of selling _____
(description of products sold)

3.) The tangible personal property described as follows which I shall purchase from cVideo will be resold by me in the form of personal property;
Description of property to be purchased from cVideo:

4.) In the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business in the State of California, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Date: _____ BY: _____ TITLE: _____
(signature of owner, officer of authorized agent)

By signing above, the officer or agent also acknowledges having read and agreed to the terms and conditions of sale contained on the second page of this document.