



Sales Representative _____

Customer Account Number _____

**Do not complete this section. For Titanium Wireless internal use only*

215 W. 134TH St Los Angeles, CA 90061 Tel: +1 310- 538-5300 Fax: +1 310-538-3200

International Account Application

PLEASE
PRINT
CLEARLY

Please select desired form of payment below:*
Wire Transfer (please contact sales rep. for wire transfer instructions)
Letter of Credit

For the purpose of obtaining merchandise from Titanium Wireless, Inc. ("Titanium Wireless"), the following statements in writing are made by the applicant affixing his, her or its signature hereto (the "Applicant"). The Applicant acknowledges that Titanium Wireless will rely on the accuracy of all statements made herein by Applicant. This confidential credit application and sales agreement, including the terms and conditions hereto, is between the Applicant and Titanium Wireless (the "Agreement"). Applicant authorizes Titanium Wireless to contact any of Applicant's references given herein and to inquire about Applicant's credit history. Applicant acknowledges that he, she or its representative has read and understands the terms and conditions hereof and agrees to be bound by them, that this Agreement with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this Agreement supersedes all proposals, oral and written. Applicant further agrees to notify Titanium Wireless in writing within five (5) days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets or other facts set forth below.

GENERAL INFORMATION

***Denotes Required Field**

*Legal Name of Firm: _____ *Name of parent company, if subsidiary: _____

DBA: _____ *Contact Person: _____

*Business Mailing Address: _____

*City: _____ *Country: _____ *Zip: _____

*Primary purchasing contact: _____

*Phone: _____ *Cell Phone: _____ *Email: _____ *Fax: _____

*Business Shipping Address: _____

*City: _____ *Country: _____ *Zip: _____

*Circle one: Distributor Wholesaler Sub-Agent Broker Retailer *Time At Present Location: _____ yrs. _____ mo.

*(If a retailer) Who do you activate for? _____

*Check appropriate box: Sole Proprietorship Corporation Partnership Other _____

*VAT. # _____ Country _____:

Please Fax Completed Forms to Titanium Wireless at +1 310-538-3200.

The undersigned, _____ (Guarantor) of _____ (Applicant), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby unconditionally and irrevocably personally guarantees the payment by Applicant to Titanium Wireless of all amounts due and owing now and from time to time hereafter. This personal guaranty is a guaranty of payment and not of collection. Guarantor expressly waives notice from Titanium Wireless of Titanium Wireless's acceptance and reliance on this personal guaranty, notice of sales made to Applicant and notice of default by Applicant. The obligations of Guarantor shall not be affected, excused, modified or impaired, in any way, regardless of the occurrence of any event constituting a default by either Applicant or Titanium Wireless under this or any other agreement. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or Titanium Wireless shall be available hereunder to the Guarantor against Titanium Wireless in the event of a default by Applicant on its obligations to Titanium Wireless. Titanium Wireless agrees that an interest charge of one and one half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Titanium Wireless by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assignees, representatives and survivors, and inure to the benefit of Titanium Wireless, its successors and assigns. This personal guaranty may not be assigned or in any way transferred by Guarantor without the prior written consent of Titanium Wireless. This personal guaranty shall be governed by and interpreted in accordance with the laws and decisions of the State of California, USA, and is performable in Los Angeles County, California, USA. For purposes of litigation pertaining to this personal guaranty, Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of state and federal courts located in Los Angeles country, California, if more than one, the obligations of the undersigned shall be joint and several. This is a continuing guaranty and can be cancelled in a writing delivered to Titanium Wireless via certified mail, return receipt requested, but such cancellation shall be effective only upon the payment in full of all amounts due Titanium Wireless by Applicant.

PAYMENT DELINQUENCY – Buyer agrees to pay Seller interest rate of 1 & 1/2% per month (or such other as permitted by applicable laws) on any unpaid balance in the event of Buyer's default in payment in accordance with scheduled payment dates and amounts. Buyer further agrees that upon any such default, Seller may declare entire amount due to enforce collection of all amounts outstanding irrespective of any other provisions contained herein, including provisions for deferred or installment payments. Buyer agrees to pay cost and expense incident to default in terms herein and relating to all collections of amounts owed hereunder, including attorney's fees. It is our company's policy to enforce its rights under the law.

Printed Name

Signature

Home Address

Driver's License No.

Date

TRADE REFERENCES

Vendor Name	Phone #	Fax #
Address	Country	Zip Code
Vendor A/P Contact	Vendor Assigned Account #	

Vendor Name	Phone #	Fax #
Address	Country	Zip Code
Vendor A/P Contact	Vendor Assigned Account #	

Vendor Name	Phone #	Fax #
Address	Country	Zip Code
Vendor A/P Contact	Vendor Assigned Account #	

Vendor Name	Phone #	Fax #
Address	Country	Zip Code
Vendor A/P Contact	Vendor Assigned Account #	

Authorized Signature _____ **Date:** _____

*By your signature you authorize and give permission to Titanium Wireless, Inc. to investigate your credit history and give permission to all references to release information to Titanium Wireless, Inc.

BANK REFERENCE AUTHORIZATION

Date: _____

Bank Name: _____ Branch: _____

Attention: _____ Title of Officer: _____

Bank Telephone No.: _____ Bank Fax No.: _____

Dear Bank Officer:

Our company _____ is processing an account application with Titanium Wireless. We hereby authorized you to furnish them any bank and/or credit information regarding account(s) with you so that they may adequately evaluate our company. Your prompt response to this request would be appreciated. A facsimile copy of this authorization is as valid as the original.

Very truly yours,

Printed Name

Bank Account Number (1)

Authorized Signature

Bank Account Number (2)

BANK VERIFICATION – (TO BE COMPLETED BY BANK)

Bank Name: _____ Branch: _____

Name of the above Account/s per Bank records: _____

Type of Account: Checking Acct # _____ Savings Acct # _____ Others _____

Date Opened: _____ Current Balance: _____

Credit Rating: _____ Average Daily Balance: _____

Returned/NSF Checks? None _____ Yes, how many? _____ Last NSF date: _____

Credit Lines Available and/or in use _____

Comments: _____

Verified by: _____ Title _____ Date: _____

This is an Urgent Fax Request. Upon Completion, please fax to us +1 310-538-3200.

TERMS AND CONDITIONS OF SALE

1. Delivery: Time for shipment and/or deliver, if any is stated according to seller's best expectation, but is neither guaranteed nor a condition of Sale or this Agreement. Any deliver instructions must be given by buyer prior to acceptance of the quoted price so that seller has the opportunity readjust its price. Seller reserves the right to make deliveries in installments. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept and for previous and remaining installments.
2. Freight and Risk of Loss: The risk of loss from any casualty to the goods, regardless of the cause, shall pass on Buyer (1) at point of shipment by Seller, or (2) if the goods are on will-call then at the time of receipt of the goods by buyer. Seller reserves the right to route the freight, buyer shall be responsible for all freight, transportation, insurance, shipping, storage, handling demurrage, or similar charges. Buyer assumes all risk of loss, including but not limited to shortage, or similar charges. Buyer assumes all risk of loss, including any goods thereafter destroyed before the time risk of loss passes to buyer, Seller shall be excused from performing its obligations under this agreement and the agreement shall be voided. This provision shall apply whether or not the goods are destroyed through negligence of seller.
3. No cancellation or modification of this agreement: (a) after execution of this agreement by seller and buyer, this agreement may not be changed or canceled by buyer in whole or in part except with seller's written consent. In the event the seller authorizes a cancellation, buyer shall be liable for liquidated damages equal to fifteen percent (15%) of the purchase price of such goods, plus shipping and delivery charges incurred, if any; provided, however that in no event shall any amount charged hereunder exceed the maximum rate by law, if any. The parties here to agree that such damages are reasonable given, among other matters, the cost incurred by seller to obtain and restock the goods for the buyer. (b) In case of default by buyer in the performance of any obligation, term or condition on its part to be performed contained in this agreement or any other agreement of buyer accepted by seller, or if any bankruptcy, reorganization, receivership or other proceeding for the relief of debtor is filed by or against buyer, or if any proceeding is commenced for the appointment of a receiver of buyer or any substantial part of its property, or in case buyer shall be dissolved or its existence terminated or buyer shall terminate or suspend the ordinary course of operation of its business or if seller reasonably and in good faith deems it prospects for or payments by buyer impaired, seller may defer any further delivery or deliveries for such time as seller may deem desirable or seller at seller's election, may forthwith cancel this agreement or any part here of (c) if buyer violates any federal, state or local law, ordinance or regulation that governs the manufacture, sale handling, and disposal of any products covered by this agreement, or if buyer is officially charged with such a violation to the detriment or damages of seller. Seller in its sole discretion may immediately terminate this contact and any other existing agreements with buyer and may refuse to make any further deliveries.
4. Non-Delivery by seller: This Agreement is subject to, and seller shall not be responsible or liable in any respect for any delay and/or non-delivery directly or indirectly resulting from and/or contributed to by any foreign or domestic laws or regulations, embargos, seizure, act of God, civil or military authority, compliance with priority orders of preferences ratings issued by any governmental authority insurrection, war, or the adoption or enacted of any law ordinance regulation, ruling or order directly or indirectly rendering substantially impossible or impractical production or deliver hereunder, lack of the usual means of transportation fires, floods unusually severe weather, explosion, epidemics, quarantine, restrictions, strikes, inability to obtain necessary labor, materials or manufacturing facilities or other accident, contingency or condition, in the event that any deliveries, herein under is suspended or delayed by reasons of any one or more of the aforesaid occurrences or contingencies any and all deliveries so suspended or delayed shall, at seller's option be made after such event or condition has ceased to exist in the event seller shall not choose to resume deliveries after such event or condition has ceased to exist. Buyer shall be entitled to a refund or any monies there to be paid to seller on account of goods not actually delivered, and upon such refund there shall be no other or liability of any kind on the part of the seller to the buyer.
5. Rejection of Goods by buyer (a) Buyer may not return goods unless written authorization is received from seller. In the event that seller authorizes a return, buyer shall be liable for liquidated damages equal to fifteen percent (15%) of the purchase price of such goods, plus shipping and delivery charges incurred if any provided, however that in no event shall any amount charged hereunder exceed the maximum rate by law, if any. The parties hereto that such damages are reasonable given among other matters the costs incurred by seller to obtain and restore the goods for the buyer. Buyer hereby waives the right to claim that such are unfair or unreasonable. (b) Any returns accepted will be for credit only. Seller retains the sole discretion to determine the value at which the returned goods will be credited. Seller reserves the right to dispose of any unauthorized returns or materials without affording credit. Any oral instructions must be confirmed in writing by seller to valid. (c) If buyer rejects any shipment of goods due to material defect and elects to accept only a part of that shipment it is agreed that the portion of goods rejected shall be returned to the seller within three (3) business days, and the return shipment shall be at the expense and risk of buyer. Seller may at its option, have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to seller.
6. Buyer's Duty to inspect Notice of claim to seller & Actions against the seller: Buyer must examine the goods fully upon receipt and before using or reselling the same. Within three (3) business days after delivery, Buyer must give written notice to seller of any claim for damages on account of condition, quality or grade of the goods, and buyer must specify in detail the basis of such claim. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer and a release and waiver of all claims. Seller, at its discretion must be afforded an opportunity to inspect any non-conforming or defective goods and cure the same before seller incurs any liability to buyer. Any action by buyer arising out of or in connection with his agreement must be commenced within nine (9) months from the accrual of the cause of action.
7. Limitation of Seller's liability: Seller's sole liability to buyer shall be limited at seller's sole option to either replacing or repairing any defective goods or reimbursing buyer for the original price charged for said goods. In no event shall seller's liability exceed the original price charged for the goods.
8. Terms of payment: Unless otherwise agreed in writing, the buyer's terms of payment is C.O.D. (Cash on Delivery). However, if credit is extended and if at any time buyer's financial responsibility shall become impaired or unsatisfactory to seller advance cash payment or satisfactory security shall be made or given by buyer on demand by seller, which may withhold further deliveries until such payments or security is received or any failure to receive same, seller may at its option terminate this agreement. Discounts for cash, if any, shall not be allowed from applied to or computed upon taxes or freight. In the event that credit terms are so extended and unless otherwise stated herein, the payment shall be due in full for invoice amount of the goods, including shipping and delivery costs and applicable sales, use, and excise tax, no later than fifteen (15) days after the date of the invoice therefore.
9. Late Payments: All payments, sums, and balances hereunder that are thirty (30) days past due shall bear (1) interest at a rate of eighteen percent (18%) per annum until paid, and (2) a late charge equal to ten (10%) of the unpaid portion of the invoiced amount; however that in no event shall any amount charged hereunder exceed the maximum rate permitted by law, if any.
10. REPRESENTATIONS AND WARRANTIES: (a) THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO ANY GOODS. SELLER SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL INCIDENTAL, INDIRECT, EXEMPLARY SPECIAL, LOSS OF PROFITS, LOSS OF BUSINESS, OR SIMILAR DAMAGES TO PERSONS OR PROPERTY EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) Seller makes no warranty that the goods sold under this agreement are delivered free of rightful claim of any third party by way of infringement. Seller gives no warranty that it has any title whatsoever to the goods sold under this agreement or that they are not subject to a

security interest, lien or other encumbrances. If the goods are reclaimed by a third party as rightful owner or there exists a security interest, lien or other encumbrances on the goods, buyer shall not have the right to restitution of the purchase price. (c) Buyer has made an independent investigation of the goods and has relied solely upon his own investigation with reference thereto and in entering into this agreement and is completely satisfied therewith. (d) Buyer agrees that no promise affirmation of fact, sample, or description made or furnished to the buyer became a part of the basis of the bargain and descriptions of goods and seller does not warrant that the goods conform to any models or samples shown to buyer and buyer acknowledges that no warranty has arisen through trade, custom, or course of dealing by seller (e) If the goods do not operate as warranted by the manufacturer or they are unsatisfactory for any other reason, a claim should be submitted to the manufacturer, not the seller. Seller is not responsible for the performance, maintenance or the servicing of the goods.

11. Taxes and Insurance: Buyer shall pay to seller, together with the balance of the purchase price of goods hereinabove set forth all U.S. state, municipal and domestic government taxes now and hereinafter imposed upon the sale or use of the goods covered by this agreement which is obligated to pay. During the term of this agreement and until full payment for all the goods has been paid to seller, buyer shall keep the goods insured against loss by fire, with the insurance proceeds, if any payable to seller as its interest may appear. The insurance shall be in the sum of not less than the purchase price. Buyer shall pay premiums due or to become due on the insurance in full force and effect, seller may take the insurance and pay the premiums, and the said amount so paid shall be repaid to seller by buyer, or seller may at its option terminate this agreement by written notice.

12. Entire Agreement: This agreement supersedes order or other writing submitted to seller by buyer concerning the goods hereunder and constitutes the entire agreement between them, and no term, condition, promise, representation or warranty of any kind heretofore or hereafter made by seller, or any one employee, salesperson, sales agent, or other person representing the seller, except those expressly set forth herein shall be binding on seller unless the same is contained herein. Oral statements and understandings are not valid or binding, and neither this agreement nor any order shall be changed or modified except by a writing signed by both parties. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement, if any, the terms and conditions of the "Credit Application and Agreement" will control.

13. Construction: This agreement and all of the rights, obligations and liability of the parties thereto shall be governed by the laws of the State of California in all respects. The terms, provisions, and conditions of this agreement shall survive delivery of the agreement.

14. Jurisdiction/ Venue: Depending upon the amount in dispute, parties hereto consent to the jurisdiction and venue of the Superior Court of the State of California, County of Los Angeles, Central District, or of the Municipal Court of the State of California, County of Los Angeles, Beverly Hills Judicial District. Parties hereto also agree that (1) the agreement is made and entered into (2) the obligation is incurred and to be performed, and (3) the buyer is to make payments in city of Beverly Hills, County of Los Angeles. Buyer hereby submits to the above jurisdiction and venue for any purposes dealing with agreement or any subsequent agreement between the parties.

15. Attorney's Fee: Buyer shall pay all costs, expenses and disbursements, including reasonable attorney's fees, incurred by the seller in taking and reselling the goods or in collection any sum which may be due and owing to the seller from the buyer herein under, or in the enforcement of any other term or provision required to be performed by the buyer hereunder whether or not suit be instituted in respect thereto.

16. Waivers & Remedies: The waiver of either party or any breach of violation or default by other party under any provision of this agreement will not operate as a waiver of such provision or of any subsequent breach of violation thereof or default therein under. The remedies reserved in this agreement shall be cumulative and in addition to any other remedies provided in law or equity.

17. Severability: If any provision of this agreement should be held invalid or unenforceable for any reason whatsoever or to violate any law of The United States or California, this agreement is to be considered severable as such provision.

18. Headings: The titles appearing at the beginning of the paragraphs of this agreement are convenience only and shall not affect the interpretation of the agreements.

19. Assignment by seller: This agreement may be assigned by seller to the successor or seller of any other firm or entity which assumes the obligation of seller.

20. Alienation: This agreement has been entered into by seller reliance upon financial, business, and personal reputation of buyer and its management. Therefore, this agreement may not be transferred or assigned or encumbered by buyer without seller's prior written consent. Any purported transfer, assignment, or encumbrance without such written consent shall be void and of no force or effect. If buyer is a corporation or a partnership, the sale, transfer or assignment of fifty percent (50%) or more of its capital stock, partnership interest, or voting rights shall be deemed and assignment of this agreement.

21. Binding Nature of Agreement: Subject to the restrictions against assignment herein provided. This agreement shall bind and inure to the benefit of the successor and assigns of each of the parties hereto.

22. Agreement liability: All persons executing this agreement as buyer are principals and jointly and severally bound each other for the whole.

23. Indemnification: Buyer shall indemnify and hold harmless seller, its affiliates, their respective directors, officers, employees, agents, subsidiaries, sub-contractors, and assignees from and against all claims, damages, judgments, attorney's fees, costs and liabilities resulting from (1) the acts or missions of buyer, (2) the failure by buyer to perform its obligations here under (3) or any claims of infringement of any United States patent, trademarks, or logo in connection with the goods sold to buyer.

24. Warehousing: (a) Buyer shall be responsible for all costs, charges, fees or other expenses incurred by seller for the warehousing or storage of the goods sold hereunder in the event the buyer is unwilling to accept delivery thereof within ten (10) days from the date that seller is able to deliver said goods, or any installments thereof. (b) Buyer hereby agrees to immediately notify seller of any delay in buyer's ability to accept delivery of the goods sold here-under. However, said notice of delay in no way shall diminish buyer's responsibility to seller as set forth hereinabove in paragraph 24(a).

25. Security Interest: The buyer agrees that until the full purchase price has been paid, title to the goods herein under (the "collateral") shall remain vested in seller. If not paid for within the time period stipulated in this contract, seller, at its option, shall have the right to declare all amounts due and payable immediately, take possession of such personal property, for which purpose the buyer shall allow, and hereby authorizes the seller access to private premises without the breach of peace. Seller shall also have an interest in the proceeds of the collateral. Seller shall be deemed to have all of the rights of a secured party as provided under uniform commercial code as in effect in the state of California, as well as other applicable law. Seller may execute a UCC-1 financing statement (the "Financing Statement") which reflects seller's security interest in the collateral and the proceeds thereof, which financing statements may be filed by the seller with the California secretary of State and/ or appropriate government offices. Buyer hereby grants seller a limited power of attorney to execute and file a financing statement on its behalf which references the collateral and the proceeds thereof. The seller shall be entitled to reasonable attorney's fees and court costs in enforcing this provision. The buyer waives notice of default and demand for possession of said personal property.

APPLICANT BY AUTHORIZED AGENT / OFFICER

(Full Firm Name)

(Print Name)

(Signature)