

Account Application

Legal Business Name (same as business license) _____
 DBA (Doing Business As) _____
 Shipping/Billing Address (No P.O. Boxes please) _____
 City _____
 State _____ Zip Code _____
 Business Phone Number _____
 Business Fax Number _____
 Dun and Bradstreet Number (D&B Number) _____

Owner _____
 President _____
 CEO / CFO _____
 Authorized Purchaser _____
 E-mail Address _____
 Account Payable Contact Name _____
 Account Payable E-mail Address _____
 Business Website Address _____

This company is a Sole Proprietorship Partnership

LLC Corporation

Federal Tax I.D. Number: _____

Date Business was founded: _____

Length of time at this address: _____ year(s) _____ month(s)

Facilities : own lease _____ sq ft

General Business Profile

Which category **best** describes your company's business? (Please mark one)

- System Integrator Distributor Retail Store Corporate Reseller
 VAR/System Consultant E-Commerce Dealer OEM
 Educational Reseller Exporter Other: _____

(1) How many employee(s) in your company? (Please mark one)

- 1-5 6-10 11-20 21-50 51-100 101-300 300+

(2) What were your company's total revenues last year? (Please mark one)

- Less than \$100,000 \$100,000-\$499,999 \$500,000-\$999,999
 \$1,000,000-\$4,999,999 \$5,000,000-\$9,999,999 \$10,000,000-\$49,999,999
 \$50,000,000-\$100,000,000 \$100,000,000+

(3) Is there a parent company? Yes No

If Yes, Parent Company's Name: _____

Address: _____

Does Parent Company guarantee debts? Yes No

(4) Does your company have any branch offices? Yes, we have ____ branch offices No

Please list the addresses of any branch offices your company has. If your company has more than 3 branch locations, please attach a separate sheet with the addresses of those branches.

Street address _____

Street address _____

Street address _____

City, state, zip code _____

City, state, zip code _____

City, state, zip code _____

(5) How did you find out about Ma Labs? (Please circle and / or fill out the appropriate category)

- Trade Show:** CES CeBIT Computex Taipei Other
 Referred by another company: (please specify) _____
 Advertisement: Print Ad Online Other: (please specify) _____
 Internet: Search Engine Other: (please specify) _____
 Contacted by Account Manager: (please specify) _____
 Other: (please specify) _____

Bank References:

_____		_____	
Bank Name		Business Checking Account Number	
_____		_____	
Street	City	State	Zip Code
_____		_____	
Bank Name		Business Savings Account Number	

In order to process your application, we require your signature to access your bank account information. Please complete and sign the following form:

Company Name			

Bank Name			

Account Number			

Address	City	State	Zip Code

The applicant hereby authorizes the release of credit and banking information by the references listed in this application to Ma Laboratories, Inc.

_____		_____	
Name (please print)		Signature	

Title			

Trade References:

_____	_____	_____	_____	_____	_____
Business Name	Account #	Phone No.	Fax No.	Term	Credit Limit
_____	_____	_____	_____	_____	_____
Business Name	Account #	Phone No.	Fax No.	Term	Credit Limit
_____	_____	_____	_____	_____	_____
Business Name	Account #	Phone No.	Fax No.	Term	Credit Limit

I/ We understand that the information provided is for the purpose of opening an account with MA Laboratories, Inc. and warrant that the information provided is true and correct. I/We authorize investigation of all credit references listed. All related terms and conditions are defined in our invoice. I/We further understand and agree that all accounts or money due to MA Laboratories, Inc. shall be paid in full, in accordance with the payment terms stated above and that any checks returned unpaid by your financial institution are subject to a Service Charge of \$25 or the maximum allowed by law. Checks returned for insufficient or uncollected funds, together with Service Charges, may be debited electronically from your account or collected using a bank draft drawn from your account. I/ We agree to pay all reasonable costs of collection costs which are no less than 33% of the unpaid principal plus interest in addition to any court costs and/or attorney fees incurred.

_____		_____	
Authorized Signature		Title (President / VP / CFO)	
_____		_____	
Printed Name of Signer		Date	

Resale Information (If applicable)

FIRM NAME: _____

I HEREBY CERTIFY: That I hold a valid seller's permit # _____ issued pursuant to the Sales and Use Tax law;

that I am engaged in the business of selling _____

that the tangible personal property described herein which I shall purchase from MA Laboratories, Inc. will be resold by me in the form of tangible property; PROVIDED, however, that 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. It is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: _____

Dated: _____ Signature _____

Signed at _____ Name and Title _____
(location of the business) (President/Owner)

Phone _____ Address _____

DESTINATION CONTROL STATEMENT

All products (commodities, technology, encryption, data or software) sold or distributed to Customer shall be exported from the United States in strict compliance with US Dept. of Commerce (BIS) Export Administration Regulations and U.S. Dept. of State (OFAC) Sanctions Program(s). **Diversion contrary to U.S. law is strictly prohibited.** As such:

•**Customer certifies** that it has read, understood, and agrees to the terms and conditions of Company's **Export Compliance Policy Statement** and pledges to adhere to said Policy in transacting any business with Company.

•**Customer certifies** that Company's export of products to Customer, and any designated consignee, ship to, drop-ship, or end-user of such products is/shall not be in violation of any US export control laws, rules and regulations.

•**Customer certifies** that it shall at all times comply with all US export control laws and regulations, and that it shall not at any time, directly or indirectly, divert any such product in violation of US laws.

•**Customer certifies** that it is **not** a restricted party and that any consignee, ship to, drop-ship, or end-user of product is **not** a restricted/blocked party on the Consolidated Screening List, see

https://build.export.gov/main/ecr/eg_main_023148

•**Customer certifies** that it has provided Company with true and complete information regarding the purchase, delivery, and use of said products, and represents and warrants that the sale/shipment is not prohibited by any U.S. export control laws or regulations (including consignment, trans-shipment, end-use or distribution to any end-user).

•**Customer certifies** that it shall execute U.S Dept. of Commerce Form BIS-711, Statement by Ultimate Consignee and Purchaser (attached) as a condition of any shipment of product to Customer, and shall cause any consignee, ship to, drop-ship, end-user, or ultimate purchaser other than Customer to execute a Destination Control Statement and Form BIS-711 prior to any shipment/consignment to said third party.

Agreed: _____
[Name of Company]

Dated: _____

By: _____
[Signature of Authorized Company Official]

[Print Name of Signatory]

Its _____
[Title]

CERTIFICATE OF COMPLIANCE WITH U.S. ANTI-MONEY LAUNDERING LAWS

It is Company policy to fully and strictly comply with U.S. anti-money laundering laws, including the U.S. Bank Secrecy Act and the U.S. Patriot Act, in connection with any payment for goods or services purchased from Company.

- **Customer certifies** that as a condition of doing business with Ma Labs that it (and all of its employees and agents) shall comply with all U.S. anti-money laundering laws, including the U.S. Bank Secrecy Act and the U.S. Patriot Act in connection with any payment or transfer of funds for goods or services.
- **Customer certifies** that any payment or transfer of funds to Company for goods or services to Company is not in violation of US or foreign currency laws.
- **Customer certifies** that it has received, understood, and agrees to fully comply with the attached **Statement of Corporate Policy and Notice of Compliance with AML Laws** in connection with any transaction, transfer, deposit, advance, or payment for goods or services provided by Company.
- **Customer** agrees that it shall not make any direct deposit of funds into Company's account in cash or any form of cash equivalent (e.g., personal check, cashier's check, certified check, Western Union, Moneygram, AMEX/ traveler's check).
- **Customer** agrees to strictly follow Ma Labs policies and procedures in remitting payment. Any change in payment method must be approved in writing by Ma Labs before any order is fulfilled; noncompliance shall result in delay or cancelation of any pending transaction.
- **Customer** agrees not to make any payment or transfer of funds for goods or services or other deposit into Company's account by means of any third party facility including exchange house or casas de cambio.
- **Customer must obtain pre-approval of Ma Labs to accept payment from a third party payor on the Ma Labs Approved List.** Transactions will be canceled or delayed for noncompliance or completion of required documentation. Customer agrees to rescind any transaction where written pre-approval is not obtained from Ma Labs Credit Department and to pay for any such transaction through approved methods only.
- **Customer** acknowledges and agrees that payment by any means except as pre-approved is subject to rejection by Ma Labs in its sole discretion, and that Ma Labs may file appropriate reports of such transactions with the US Dept. of the Treasury and other governmental agencies.
- **Customer** agrees to provide all information and to execute all documents as may be necessary or required by Company to document compliance with U.S. anti-money laundering laws. This includes but is not limited to the third party payment forms attached hereto for international/domestic transactions.

Agreed: _____
[Name of Company]

Dated: _____

By: _____
[Signature of Authorized Company Official]

[Print Name of Signatory]

Its _____
[Title]

Personal Guarantee

This Personal Guaranty ("Guaranty") is made this ____ day of _____, 2008 by _____, whose address is _____ ("Guarantor") in favor of Ma Laboratories, Inc., a California corporation ("Ma Labs").

RECITALS

WHEREAS, Ma Labs is a vendor of computer products;
 WHEREAS, _____ is the owner and principal of _____ ("Company");
 WHEREAS, as a condition for Ma Labs continuing to do business with Company, and for each order placed by Company in connection therewith, Ma Labs requires that Guarantor unconditionally personally guarantee all present and future obligations of Company to Ma Labs; and
 WHEREAS, Guarantor believes that it is in Guarantor's best interest to provide the requested Guaranty and has voluntarily and knowingly agreed to execute this Guaranty;
 NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, Guarantor acknowledges and agrees as follows:

1. Guarantor hereby unconditionally personally guarantees the performance (payment) of all present and future contract, order, payment and other obligations of Company to Ma Labs (hereafter collectively referred to as the "Contract") including the full principal amount thereof with all interest and charges accrued thereon as provided by agreement or by law. This Guaranty shall be an absolute, irrevocable and continuing Guaranty.
2. The rights and remedies of Ma Labs against Guarantor arising under this Guaranty shall be separate and independent of any rights and remedies Ma Labs may have under the Contract, any other agreement or at law against Company, and Guarantor acknowledges same.
3. Ma Labs shall not be required to proceed first or at all against Company or any other person or entity before enforcing the terms of this Guaranty against Guarantor as to the full amount of the principal obligation owed by Company to Ma Labs, with interest thereon as provided by agreement and at law (including prejudgment interest).
4. Ma Labs shall not be required to pursue, exhaust or satisfy (whether in whole or in any part) any right or remedy Ma Labs may possess against Company or any other person or entity before legal action is instituted to enforce Ma Labs' rights hereunder to obtain and enforce judgment against Guarantor on this Guaranty for the full amount of Company's payment obligations to Ma Labs, with accrued interest (including prejudgment interest).
5. In the event Ma Labs is the prevailing party in any action to enforce this Guaranty, Ma Labs will be entitled to recover its reasonable attorneys' fees, costs and expenses from Guarantor (including any audit and accounting fees, costs or expenses) and submit to legal jurisdiction in the county of Santa Clara, State of California.
6. Guarantor shall provide Ma Labs, on request, with true, timely, complete and correct information regarding the financial condition of Company insofar as pertinent to its ability to fulfill its ongoing contract and payment obligations to Ma Labs. All reports, financial statements, documents, representations, and other information of any kind provided to Ma Labs by Guarantor or Company shall be true, timely, complete and correct in all material respects. Guarantor acknowledges that this obligation is continuing in nature.
7. Guarantor's obligations under this Guaranty shall not be waived, diminished or discharged by any delay, forbearance, accommodation, or extension of time that Ma Labs may (in its sole discretion) grant to Company or Guarantor, by any prior or future course of dealing between Ma Labs and the Company, by the release of any other obligor or any collateral, or by any other act, omission, or circumstance., and Guarantor waives any right to assert same as to the entirety and any part of the obligations of Company and Guarantor. Specifically and without in any way narrowing the scope of the foregoing waivers, the Guarantor waives any and all rights of notice, demand, presentation, subrogation, reimbursement, indemnification, contribution, setoff, election of remedies, and other rights and defenses that are or may become available to Guarantor by reason of California Civil Code §§ 2787 to 2855, 2899, and/or 3433, the California Commercial Code, or other statutory or decisional law.
8. This Guaranty, all of its terms and conditions, and all obligations of the Guarantor hereunder, shall be binding upon the successors, assigns, heirs, and beneficiaries of such Guarantor (including any trustee or debtor-in-possession on behalf of such Guarantor) and shall inure to the benefit of Ma Labs and its successors and assigns.
9. This Guaranty is intended as the final expression of this agreement of Guaranty and is acknowledged by Guarantor to be a complete and exclusive statement of its terms and conditions. No act or failure to act on the part of Ma Labs in the enforcement of its rights and/or Company's or Guarantor's obligations in connection with the Contract or this Guaranty shall in any way be deemed to give rise to any estoppel or waiver or other claim or defense in favor of Company or Guarantor.

 Guarantor's Signature

 Title (owner / president only)

 Guarantor's Full Name (Typed or Printed)

 Social Security Number
 (Passport or ID number for International Customer)