

## RESELLER APPLICATION & AGREEMENT

PLEASE MAKE SURE THE FOLLOWING DOCUMENTS ARE COMPLETED AND SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY. ANY MISSING INFORMATION WILL DELAY THE ACCOUNT SET UP PROCESS.

**RESELLER APPLICATION & AGREEMENT  
 UNIFORM SALES & TAX CERTIFICATES  
 COPY OF VOIDED COMPANY CHECK  
 COPY OF STATE TAX AND RESALE AND BUSINESS LICENSE**

*To become a CalDigit reseller all grayed fields are required to be filled in. For credit terms, all fields must be filled in. Before proper terms are set up for your account, your first order with CalDigit Inc. will be processed as COD, Cash/Cashier or Check/Credit card.*

### RESELLER APPLICATION

<b>Legal Business Name</b>	
<b>Trade Name – DBA</b>	
<b>Phone #</b>	<b>Fax #</b>
<b>Address</b>	

**Main Business Focus:**

<input type="checkbox"/> <b>Corporate</b> <input type="checkbox"/> <b>Distributor</b> <input type="checkbox"/> <b>E-Commerce</b> <input type="checkbox"/> <b>Government/Education</b> <input type="checkbox"/> <b>Manufacturer/OEM</b> <input type="checkbox"/> <b>Retail Computer Store</b> <input type="checkbox"/> <b>VAR/System Consultant</b> <input type="checkbox"/> <b>Wholesaler</b> <input type="checkbox"/> <b>Country/Regional Distributor</b> <input type="checkbox"/> <b>Other</b> (explain) _____
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**Are you a:**

<input type="checkbox"/> <b>Subsidiary</b> <input type="checkbox"/> <b>Division</b> <input type="checkbox"/> <b>Neither</b>
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<b>Parent Company Name</b>	
<b>Address</b>	<b>Phone #</b>
	<b>Fax #</b>

**Do you require a purchase order # before we accept an order?**

<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	<b>A/P Contact Name</b>
<b>A/P Contact Phone</b>	<b>Cell</b>
	<b>Estimated Monthly Purchases</b>
<b>Email</b>	<b>IM</b> (Skype, AIM, MSN)

### RESELLER CREDIT APPLICATION

<b>Terms Requested</b> <input type="checkbox"/> <b>COD Company Check</b> <input type="checkbox"/> <b>Credit Card (Visa)</b> <input type="checkbox"/> <b>Credit Card (Master Card)</b> <input type="checkbox"/> <b>Wire/TT</b> <input type="checkbox"/> <b>Credit Card (AMEX)</b> <input type="checkbox"/> <b>Credit Card (Other)</b> <input type="checkbox"/> <b>COD Post Dated Check</b> <input type="checkbox"/> <b>Net Terms</b> <input type="checkbox"/> <b>Other</b> (explain) _____
<b>Credit Line Requested</b>

*Subject to credit approval. Some restrictions apply.  
 CalDigit reserves the right to designate final approval.*

**BANK AND TRADE REFERENCES MUST BE COMPLETED TO BE CONSIDERED FOR NET TERMS & COD PAYMENTS**

**\*\*\*PLEASE INCLUDE CURRENT YEAR END FINANCIAL STATEMENTS WITH NET TERMS REQUESTS\*\*\***

Financial statements must include a balance sheet and income statement and unaudited statements must be signed and dated by an owner/officer.

<input type="checkbox"/> <b>Principal</b> <input type="checkbox"/> <b>Partner</b> <input type="checkbox"/> <b>Proprietor</b>	<b>Have you ever filed for bankruptcy? If yes, please attach explanation.</b> Information should be supplied for each Principal or Partner on separate attached sheets. <div style="text-align: right;"> <input type="checkbox"/> <b>Yes</b>    <input type="checkbox"/> <b>No</b> </div>
<b>Name</b>	<b>SSN</b>
<b>Home Address</b>	<b>Drivers License #</b> (or Passport #)
	<b>Home Phone</b>
	<b>Email</b>

<b>Bank References</b>	
<b>Bank Name</b>	<b>Contact Name</b>
<b>Bank Address</b>	<b>Contact Phone</b>
	<b>Date Opened</b>
	<b>Checking #</b>
<b>Savings #</b>	<b>Loan #</b>

Separate Financial Authorization to Release Confidential Information must be completed, signed and submitted in order for application to be complete.

**Trade References (Major Suppliers)**

<b>Name</b>	<b>Contact</b>	<b>Phone</b>
<b>Credit Terms</b>	<b>Credit Limit</b>	<b>Fax</b>
<b>Name</b>	<b>Contact</b>	<b>Phone</b>
<b>Credit Terms</b>	<b>Credit Limit</b>	<b>Fax</b>
<b>Name</b>	<b>Contact</b>	<b>Phone</b>
<b>Credit Terms</b>	<b>Credit Limit</b>	<b>Fax</b>

By submitting this application and agreement, including any financial statements and additional information, the entity identified above ("Customer") is applying to CalDigit Inc. and its subsidiaries (collectively, "CALDIGIT INC") to obtain trade credit. By your signature below, you represent that Customer is a valid business entity and that you are an authorized representative of Customer with authority to enter into contractual agreements. You agree to the credit policies established from time to time by CALDIGIT INC and further agree that all sales of CALDIGIT INC products to Customer shall be governed by CALDIGIT INC's terms and conditions of sale as stated on each CALDIGIT INC invoice and posted on the CALDIGIT INC website. Customer agrees to make payment in full to CALDIGIT INC for all amounts due according to CALDIGIT INC's invoice on or before the net due date. Customer hereby grants CALDIGIT INC a perfected security interest in any and all goods purchased by Customer from CALDIGIT INC (and all proceeds thereof) to secure any and all obligations of Customer to CALDIGIT INC, including but not limited to any obligation of payment. Customer hereby appoints CALDIGIT INC as its attorney-in-fact to make, execute and endorse any note, check, draft, money order, instrument, or other medium of payment and authorizes CALDIGIT INC to affix Customer's name to any other document to enforce this security interest. CALDIGIT INC is authorized to file and record any financing statements in its discretion. You acknowledge that if Customer should default in any payment(s), CALDIGIT INC reserves the right to declare all invoice amounts due and payable without notice to Customer and shall have the right to charge a finance fee of 1-1/2% (or the highest rate allowed by law, if less) per each 30 day period, or part thereof, for any invoice that is past due. In the event CALDIGIT INC should commence any action or actions, or otherwise seek to enforce this agreement against Customer, Customer agrees to pay reasonable attorney(s) fees, court and other collection expenses incurred by CALDIGIT INC, whether or not suit is filed. This agreement is not transferable or assignable without prior written consent of CALDIGIT INC and you agree to inform CALDIGIT INC in writing prior to any changes in the legal name and form of Customer. On behalf of Customer, you certify that all information provided in connection with this application is, and that all information subsequently provided to CALDIGIT INC in connection with this application or the credit extended to Customer by CALDIGIT INC shall be, true and correct in all material respects and you acknowledge that CALDIGIT INC will be relying on such information with respect to making decisions regarding Customer's terms of credit. You hereby consent to CALDIGIT INC obtaining information about you personally and Customer from credit reporting agencies and other sources CALDIGIT INC deems appropriate in considering this application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting Customer's account. Your acknowledge CALDIGIT INC reserves the sole discretion and right to decline, change or revoke the terms of credit provided to Customer. You agree to provide CALDIGIT INC with a valid and correct tax exemption certificate applicable to the product ship-to location prior to acceptance by CALDIGIT INC of any order and to indemnify CALDIGIT INC against liability for any and all sales or other similar taxes, however designed, associated with any order.

<b>Printed Name</b>	<b>Title</b>	<b>Date</b>
<b>Authorized Signature</b>		

# INDIVIDUAL PERSONAL GUARANTY

I, \_\_\_\_\_, residing at \_\_\_\_\_  
(guarantor's name) (home address)

for good and valuable consideration, including the extension of credit to the Customer identified on this application from which I will benefit, do hereby unconditionally guarantee and promise to pay in full on demand any and all obligations of Customer to CALDIGIT INC without regard for any claim of setoff, counterclaim or defense. I hereby waive notice of sales to Customer, and of the terms thereof, and of non-payment or other default or dispute with Customer. I hereby waive any right to a jury trial and consent to all renewals and modifications of terms of sale or credit. This is a continuing and irrevocable guaranty that shall remain effective and enforceable regardless of any change in the form, composition, nature, personnel or location of Customer and I hereby subordinate any indebtedness of Customer to me to that of Customer to CALDIGIT INC. I recognize that my individual credit history may be a necessary factor in the evaluation of this Guaranty and hereby consent to and authorize the use of a consumer credit report on me by CALDIGIT INC, as a business credit grantor, from time to time as needed in the ongoing credit evaluation process. In the event CALDIGIT INC should commence any action or actions, or otherwise seek to enforce this Guaranty against me, I agree to pay reasonable attorney(s) fees, court costs and other expenses incurred by CALDIGIT INC in said action, whether or not suit is filed. I agree that a facsimile copy of this Guaranty shall be considered an original and admissible in a court of law to the same extent as the original document. This Guaranty shall inure to the benefit of CALDIGIT INC and its successors and assigns and shall bind my heirs, executors, personal representatives, administrators and other successors.

<b>Birthdate</b>	<b>Date</b>
<b>SSN</b>	
<b>Authorized Signature</b>	

### FINANCIAL AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

*In order for us to check your bank references, please complete this form to release the following information to CALDIGIT INC for the purpose of extending credit. The information will be kept in the strictest confidence. Please complete the form along with your signature and fax back to your CALDIGIT INC location. Thank you for your cooperation.*

<b>Company Name</b>		
<b>Bank Contact</b>	<b>Bank Name</b>	
<b>Company Address</b> (must be the same as bank record)	<b>Bank Address</b>	
<b>Bank Account # 1</b>	<b>Bank Account # 2</b>	
<b>Bank Phone</b>	<b>Bank Fax</b>	
<b>Printed Name</b>	<b>Title</b>	<b>Date</b>
<b>Authorized Signature</b>		

<b>Uniform Sales &amp; Use Tax Certificate Customer #</b>
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The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

<b>Issued to Seller: CALDIGIT INC Corp.</b> <b>I Certify that the Legal Name of the Firm Is:</b>
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<b>Is engaged as a registered:</b>		
Wholesaler	<b>DBA</b>	Retailer
<b>Address</b>	(Buyer) Manufacturer	Seller (CA)
	LESSOR* (See notes on pages 2 – 4)	Other (Specify)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

<b>***Description of Business</b>
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**\*\*\*IF NOT COMPLETED – FORM WILL NOT BE ACCEPTED\*\*\***

**LIMITED WARRANTY:** CALDIGIT warrants the CALDIGIT PRODUCT and software to be free from defects in materials and workmanship under normal use for a period of 1 year on all CALDIGIT products, as evidenced by your receipt. The CalDigit Extended Warranty is available on select products for an additional fee. THE SOFTWARE THAT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CALDIGIT DOES NOT WARRANT THAT THE FUNCTIONS OR ILLUSTRATIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**LIMITATION OF LIABILITY:** CALDIGIT'S sole obligation or liability under this agreement is the replacement of defective CALDIGIT product, according to the limited warranty above. In no event will CALDIGIT be liable for any damages, including but not limited to, ANY other product's component failure, software failures, lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use such program even if CALDIGIT has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**JURISDICTION AND DISPUTES:** This Agreement and the Limited Warranty shall be governed by the laws of California. All disputes hereunder shall be resolved in the applicable state or federal courts of California. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**INTEGRATION:** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements, oral or written, between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

**BY ORDERING ANY CALDIGIT PRODUCTS OR INSTALLING THE SOFTWARE, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND, AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Furthermore CalDigit Inc, cannot be held liable for ANY shipment delay that causes ANY end customer loss of money or production time, etc. This supersedes any agreement written or verbal.

General description of tangible property or taxable services to be purchased from seller-All computer related equipment and software I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform specified and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear to affirm that the Information on this form is true and correct as to every material matter.

<b>Printed Name</b>	
<b>Title</b>	<b>Date</b>
<b>Phone #</b>	<b>Fax #</b>
<b>Email</b>	
<b>Authorized Signature</b>	