



## Customer Application Cover Page

**Customer Name:** \_\_\_\_\_

Form ID	Document	# of Documents	Received
DAPU	Application for Customer Status – Publicly Owned	_____	_____
PO	Principals and Owners	_____	_____
BT	Bank and Trade Information	_____	_____
TC	Terms and Conditions	_____	_____
PG	Personal Guaranty	_____	_____
W9	Request for Taxpayer Identification Number and Certification	_____	_____

**For all states except: AK, DE, MT, NH and OR please send Perfect 10 a copy of your Sales and Use Tax form.**

**Please fax any necessary documents to: 1-800-521-9485**



## Application for Customer Status

**TERMS AND CONDITIONS OF SALES:** The terms and condition of sales by Perfect 10 (hereafter referred to as "Perfect 10") to the below named Customer (hereafter referred to as "Customer") shall be in accordance with the Perfect 10 Terms and Conditions which is attached hereto and made a part hereof. No terms or conditions of purchase orders different from the terms and conditions set forth on the Perfect 10 Terms and Conditions form will become a part of any sales agreement, purchase order, or other document unless specifically approved in writing by Perfect 10. Should credit availability be granted or credit risk be assumed by Perfect 10, all decisions with respect to the extension or continuation shall be in the sole discretion of Perfect 10. Perfect 10 may terminate any credit availability within its sole discretion.

Legal Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Location of Business Domicile/Formation: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_ Resale/Sales Tax Number: \_\_\_\_\_  
(US Customers Only) (US Customers Only)

Company Stock Symbol: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Payment Terms Requested:    Credit Card: \_\_\_\_\_    ACH: \_\_\_\_\_    Terms: \_\_\_\_\_    Pre-Paid Wire: \_\_\_\_\_

**I certify all statements in this application and the attached pages or references are true and I/We intend for Perfect 10 to rely thereon to accept or reject this application. I understand and agree that business credit reports may be obtained from credit reporting agencies in any connection with this application and maintenance of an established account.**

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**Principals and Owners:**

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Name: \_\_\_\_\_ Title: \_\_\_\_\_ % Owned: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Yrs. Here: \_\_\_\_\_ Rent: \_\_\_\_\_ Own: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(US Customers Only) (US Customers Only)  
Email Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_ % Owned: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Yrs. Here: \_\_\_\_\_ Rent: \_\_\_\_\_ Own: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(US Customers Only) (US Customers Only)  
Email Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_ % Owned: \_\_\_\_\_  
Home Address: \_\_\_\_\_ Yrs. Here: \_\_\_\_\_ Rent: \_\_\_\_\_ Own: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(US Customers Only) (US Customers Only)  
Email Address: \_\_\_\_\_

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**I/We certify all statements in this application and the attached pages or references are true and I/We intend for Perfect 10 to rely thereon to accept or reject this application. I/We understand and agree that personal and business credit reports may be obtained from credit reporting agencies in any connection with this application and maintenance of an established account.**

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## Bank and Trade Information

Customer Name: \_\_\_\_\_

Estimated Monthly Purchases \$ \_\_\_\_\_ Credit Limit Requested \$ \_\_\_\_\_

Bank Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

I/We authorize and request all of the above references to provide Perfect 10 and its affiliates with any information requested. The purpose of this request is to obtain credit or purchasing privilege from Perfect 10. I/We further certify that all statements in the application are true and I/We intend for Perfect 10 to rely thereon to accept or reject this application. I/We further certify I/We am/are authorized to execute this document on behalf of our business.

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# Terms and Conditions

**Terms of Payment:** Perfect 10 (hereafter referred to as "Perfect 10") reserves the right to restrict or modify the terms of payment to require payment prior to time of shipment or US certified check, cash, US money order, US credit card or US or International wire draft and paid in US Dollars, if in Perfect 10's opinion Customer and/or Guarantor's financial condition or other circumstances do not warrant shipment on the terms specified herein. Customer and/or Guarantor(s) agree to pay for all purchases according to the terms of Perfect 10. Payment terms or disclosed on each invoice.

**Application of Payments:** At Perfect 10's discretion, Perfect 10 reserves the right to apply payments on account against the oldest open charges.

**Warranty:** Perfect 10 warrants to the original purchase of the goods, that the goods are free from defects in material and workmanship under normal applications and use. The obligation of Perfect 10 under this warranty shall be limited to replacing any defective goods.

**Limitation of Damages:** The remedy of replacement of any defective goods shall be exclusive. In no event shall Perfect 10 be liable for incidental or consequential damages.

**Finance Charges:** Customer and Guarantor(s) agree to pay a finance charge of 1 ½% per month which is an Annual Rate of 18% or the highest rate allowed by law whichever is less on any amount past due, any delinquent balance outstanding or insufficient funds balances.

**Company/Personal Check (US only) Policy:** Any returned check will be immediately and aggressively collected. Customer and Guarantor agree to pay a \$50.00 non-sufficient funds fee on any returned check and an additional \$50.00 for each time the check is re-submitted and returned unpaid.

**Purchase Money Security Interest:** Perfect 10 retains a purchase money security interest in all goods purchased by Customer until such time as such goods have been paid for in full and have no remaining chargeback liability. Customer authorizes Perfect 10 to file such documents and instruments as may be necessary to perfect and protect Perfect 10's security interest in the goods under the Uniform Commercial Code.

**Taxes:** Customer is responsible to collect, report and pay any sales, use or other taxes required by Customer's taxing authorities. Customer agrees to indemnify and hold harmless Perfect 10 for amounts Perfect 10 is required to pay on behalf of Customer.

**Cost of Collection:** Customer and Guarantor(s) agree to pay for all reasonable collection costs, attorney fees and costs of the court in connection with any delinquent account or non-sufficient check outstanding balance.

**Choice of Law and Venue:** The validity, construction and performance of this agreement between Perfect 10, Customer and/or Guarantor(s) shall be governed by the laws of the State of Arkansas.

**Waiver of Venue:** In the event of litigation, Customer and Guarantor(s) submit to jurisdiction of the State of Arkansas and of the Courts in Pulaski County, Arkansas USA. Customer expressly waives any right to insist that venue be in any other location.

**Binding Agreement:** These Terms and Conditions shall be binding upon and shall inure to the benefit of Perfect 10, Customer and Guarantor(s) hereto and respective successors. No right or obligation hereunder may be assigned by either party without the prior written consent of the other party hereto.

**Customer and Guarantors specifically authorize, consent to and request Perfect 10 to communicate satellite industry related information, promotions, solicitations, advertisements, news articles and updates through electronic mail (email), facsimile, telephone and/or U.S. postal mail communications.**

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# Personal Guaranty

PERSONAL GUARANTY (BY INDIVIDUAL) PERSONAL GUARANTY given by the undersigned shareholder, owner or party with interest of \_\_\_\_\_ (Hereafter referred to as "Customer") to Perfect 10 doing business as Perfect 10 (Hereafter referred to as "Perfect 10").

**Obligation:** As inducement to Perfect 10 to grant credit or check writing privileges to Customer, in respect of sale of goods or any other transaction, the undersigned promises to pay promptly when due, or upon demand thereafter, without deduction for any claim of setoff or counterclaim of the Customer or, if applicable, the loss of contribution from any co-personal guarantor, or any other defense, the full amount of the obligations or indebtedness due to Perfect 10 from the Customer, including and all reasonable collection expenses, attorney fees, and cost of the courts incurred by Perfect 10 by reason of non-payment of the Customer.

**Terms of Guaranty:** This is a continuing and irrevocable Guaranty which remains in effect until all monies due and cost incurred to Perfect 10 is satisfied in whole.

**Consent and Waiver:** The undersigned waives notice of acceptance hereof, and notice of orders, sales and deliveries to the Customer, and of the amount and terms thereof, and of all defaults or disputes with the Customer, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting his (her) liability hereunder in any respect, consents to and waives notice of all changes of terms, withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, and the acceptance or settlements made in or out of court in the event of receivership, liquidation, bankruptcy or assignment for the benefit of creditors of the Customer.

**Character of Obligation:** The obligation of the undersigned is primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to Perfect 10. This obligation shall be enforceable regardless of the solvency or insolvency of the Customer at any time, the extension or modification of indebtedness of the Customer by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of the Customer, or any other change in the composition, nature, personnel, or location of Customer.

**Liability:** All liabilities of the undersigned shall mature immediately upon the filing of a voluntary or involuntary petition for relief in Bankruptcy by Customer, reorganization by Customer, or making of an assignment for the benefit of creditors by Customer.

**Construction:** Nothing herein contained shall be construed as an obligation on the part of Perfect 10 to sell goods or extend credit to the Customer, or as an obligation to continue to sell goods or extend credit.

**Choice of Venue and Waiver of Venue:** This Guaranty shall for the purposes by deemed to be made in and accepted in the state of Arkansas and shall be governed by the laws of the State of Arkansas. In the event of litigation, the undersigned submits to jurisdiction of the State and courts of the State of Arkansas. The undersigned expressly waives any right to insist that venue be in any other location.

**Severability:** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

**Benefit:** This Guaranty shall be binding upon the undersigned, his/her legal representatives, and assignees, and shall inure to the benefit of Perfect 10 successors and assignees.

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.