

## Credit Application Package

Thank you for your interest in establishing a credit account with us. This package contains the necessary forms for you to apply for a credit account with us and includes the following three items: 1) Credit Application, 2) Individual Personal Guarantee and 3) Uniform Sales and Use Tax Certificate of Exemption.

- **Credit Application.** Complete the following Credit Application and return by fax (714-532-4234) to the attention of Credit Department. This application must be completely filled out and signed by an authorized signer of your company.
  - Please allow up to 5 business days to process your application. Please realize that we can only process your application as fast as your references respond.
  - Credit Applications without current Fax Numbers for Trade References will delay the approval process.
  - To avoid any delays in processing your application, please make sure that your Trade References are 1) current/updated and 2) have experienced the same or greater credit limit that you are requesting. Additionally, you can provide additional references (min 3) to further expedite the approval process.
  - We do not accept the following as trade references:
    - Leasing companies (e.g. office space, storage)
    - Utilities (e.g. electric, gas, phone, cellular)
    - Credit Cards (e.g. AMEX, MC/Visa, Gasoline, Department Stores)
  - Our standard terms are Net 20
  - A finance charge of 1.5% per month will be charged to all past due accounts.
- **Personal Guarantee.** As a credit management procedure, we require a Personal Guarantee from all for-profit businesses. However, we recognize that some incorporated entities (especially larger ones) cannot provide a Personal Guarantee in which case we would (at our sole discretion) waive the Personal Guarantee and instead require financial statements from the company. Government, Public Education and most non-profit entities are exempt from this Personal Guarantee requirement.
- **Uniform Sales and Use Tax Exemption Certificate.** If items are for resell (tax-exempt) and you do NOT want to be taxed on your purchases, please complete the attached Uniform Sales and Use Tax Certificate

If you have any questions, please contact your Account Manager or our accounting department for assistance. We look forward to doing business with you.

**PLEASE COMPLETE AND FAX TO 714-532-4234 FOR PROCESSING.  
ALL APPLICATIONS ARE SUBJECT TO FINAL CREDIT APPROVAL**

## CREDIT APPLICATION

Date:

Company:			
Billing Address:		County:	
City:	State:	Zip:	
Contact:	Tel:	Fax:	
Title:	E-mail:		
A/P Contact:	Tel:	Fax:	
E-Mail:	Website URL:		
Credit Requested:	Resale #:	State:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor		Yrs in Business:	Duns :
<b>Corporations:</b>		<b>Partnerships and Sole Proprietorships:</b>	
Taxpayer I.D. No.		Taxpayer I.D. No:	
Names of Authorized Officers:		Names of Principals:	
President:	Administrator:		
Vice President:	Asst. Administrator:		
Controller:	Controller:		
State of Incorporation:	State of Organization:		
Date of Incorporation:	Date of Organization:		
Public or Privately held Stock:			
* On a separate sheet, list the names of all other officers as of the date of execution of this application.		* On a separate sheet, list the names of all other partners as of the date of execution of this application.	
<b>Bank References</b>			
Bank Name and Address	Account Number(s) and Date Opened	Contact Name, Phone and Fax	

**CREDIT APPLICATION (cont)**

Trade References (Major Suppliers)			
Firm Name & Address	Contact	Account Number	Phone/Fax
			P: F:
			P: F:
			P: F:
			P: F:
			P: F:

The above named firm makes application for credit and provides the information contained herein for the purpose of inducing MOBILE ID SOLUTIONS, INC. with its principal offices at 1574 N BATAVIA STREET, SUITE 1, ORANGE, CA 92867, (hereafter "MOBILE ID SOLUTIONS") to make periodic sales of goods to it on credit. In consideration thereof, it is understood that (1) the undersigned is an authorized agent of the applicant and is duly empowered to enter into and make a binding agreement on its behalf; (2) applicant authorizes its creditors, banks, and financial institutions to release credit, banking, and financial information to MOBILE ID SOLUTIONS; (3) all payments shall be made to MOBILE ID SOLUTIONS at its principal place of business; and (4) MOBILE ID SOLUTIONS' standard terms and conditions shall govern all sales of goods to applicant, unless specifically agreed in writing by MOBILE ID SOLUTIONS. Further, it is agreed that California Courts shall have exclusive jurisdiction to litigate any dispute between applicant and MOBILE ID SOLUTIONS and any and all litigation shall be instituted and litigated in the courts of California. Applicant waives any right to a change of venue or change of jurisdiction and hereby submits to and acknowledges the jurisdiction of any such court, state or federal, as provided herein.

Customer agrees to make payment in full to MOBILE ID SOLUTIONS for all amounts due according to Mobile Solutions' invoice on or before net due date. Customer also agrees to pay interest on all amounts that are past due (interest can be charged monthly at 1.5%). If Customer should default in any payment(s), MOBILE ID SOLUTIONS has reserved the right to declare all invoices amounts due and payable without notice to Customer. Additionally, Customer will be responsible for all collection costs and attorney fees, whether suit is filed or not, in order to collect any delinquent amount. Customer also agrees to provide MOBILE ID SOLUTIONS with updated credit information on request and to provide annual statement to MOBILE ID SOLUTIONS as a condition for the continued extension of credit. Customer agrees to adhere to credit/service policies and terms and conditions established by MOBILE ID SOLUTIONS which may be revised from time to time.

**The undersigned hereby fully accepts and agrees to MOBILE ID SOLUTIONS' standard terms and conditions of sale. I certify that the above information is true and correct.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CREDIT APPLICATION**

**INDIVIDUAL PERSONAL GUARANTEE**

In conjunction with my individual personal guarantee and credit application to Mobile ID Solutions (hereinafter "Creditor") on behalf of \_\_\_\_\_ (company name) (hereinafter "Debtor") of which I, \_\_\_\_\_ (guarantor), residing at :

\_\_\_\_\_, am an officer, principal, partner or major shareholder, I represent to  
(guarantor's address, city, state and zip code)

Creditor that neither Debtor nor any company in which I have been an officer, principal, partner, or major shareholder, nor have I personally never experienced any type of insolvency including bankruptcy.

I for good and valuable consideration, including the extension of trade credit which I hereby acknowledge as having been received, do hereby personally guarantee and promise to pay any obligation to Creditor on demand for indebtedness of Debtor to Creditor now due and/or which may hereafter become due to Creditor for merchandise, services and other property hereafter sold and delivered by it to Debtor. This guarantee is given individually, not in my capacitor as \_\_\_\_\_ of  
(guarantor's title)

\_\_\_\_\_  
(company name)

This guarantee shall be an irrevocable guarantee and indemnity to Creditor that shall remain effective and enforceable regardless of any change in the form, composition, nature, personnel or location of Debtor. Further, I hereby subrogate any indebtedness of Debtor, which it may have to me to the indebtedness of Creditor.

I do hereby waive notice of default, non-payment and notice therefore and to jury trial and consent to all renewals and modification of extension of credit. This Personal Guarantee shall inure to the benefit of Creditor and its successors and assigns and shall bind my heirs, executors, personal representatives, administrators and other successors.

The guarantor grants permission to Creditor to obtain information from any and all sources required to properly ascertain the guarantor's capability to meet its financial obligation.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ SSN: \_\_\_\_\_  
Drivers License: \_\_\_\_\_ Birth Date: \_\_\_\_\_

**Please attach personal financial statements and/or 2 years tax return of guarantor**

**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. 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.

Issued to Seller: \_\_\_\_\_

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

I certify that:  
 Name of Firm (Buyer): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

is engaged as a registered  
 Wholesaler  
 Retailer  
 Manufacturer  
 Seller (California)  
 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<sup>1</sup> 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:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

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 the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

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

Authorized Signature: \_\_\_\_\_  
 (Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as a ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
3. California:
  - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
  - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
  - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
  - D. A valid resale certificate is effective until the issuer revokes the certificate.
4. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
5. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.
6. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
7. Florida: The Department will allow purchasers to use the Multistate Tax Commission's Uniform Sales and Use Tax Certificate-Multijurisdiction. However, the use of this uniform certificate must be used in conjunction with the telephonic or electronic authorization number method described in paragraph (3)(b) or (c) of rule SUT FAC 12A-1.039..
8. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies

to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

10. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

“Good faith” is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

11. Kentucky:
  1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
  2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
  3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
12. Maine does not have an exemption on sales of property for subsequent lease or rental.
13. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always “29”. Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at [www.marylandtaxes.com](http://www.marylandtaxes.com).
14. Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in “good faith” as defined by Michigan statute.
15. Minnesota:
  - A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
  - B. Allows an exemption for items used only once during production and not used again.
16. Missouri:
  - A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
  - B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
18. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:
  - a) this certificate was not issued by the State of New Mexico;
  - b) the buyer is not required to be registered in New Mexico; and
  - c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.
19. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

20. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
- B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
21. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-65-7-6 is:
- A) Sales tax permit information may consist of:
- (i) A copy of the purchaser's sales tax permit; or
  - (ii) In lieu of a copy of the permit, obtain the following:
    - (I) Sales tax permit number; and
    - (II) The name and address of the purchaser;
- B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
- C) A statement that the articles purchased are purchased for resale;
- D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
- E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.
23. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
24. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
- (1) The service is purchased for or on behalf of a current customer;
  - (2) The purchaser of the service does not use the service in any manner; and
  - (3) The service is delivered or resold to the customer without any alteration or change.
25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
26. Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;
- B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
- C. Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.
27. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.