



Welcome to Ma Labs!

MA Labs, Inc. is a leading computer component distributor in the United States. Since 1983, MA Labs, Inc. has been a memory module specialist. We provide the latest technology and full line of memory module products including DDR, Rambus, SDRAM, Flash Memory, etc. We also distribute CPUs, storage products, motherboards, video graphic cards, communication products, multimedia and Microsoft products. With over 2000 name brand products in stock, MA Labs, Inc. is your reliable one-stop component supplier. With our strong relationships with many premier manufacturers, MA Labs, Inc. is able to provide you with low prices, special promotion programs, prompt delivery and quality services.

Enclosed is MA Labs, Inc.' Account Application Form. Please complete the application form and send it back to our sales department. Once you have become our customer, you can enjoy a long-term valued business relationship with MA Labs, Inc.

Account Application Instructions

1. Please complete the following **Nine pages** Account Application Form.
2. Please attach a copy of your Business License/Resale Permit, owner's Driver's License, and voided check.
3. Please return your complete Account Application Form to MA Labs either by mail or by fax.
4. Once your application is reviewed, you will receive a call from one of our professional Account Managers.

MA LABS Inc.
 Headquarters
 2075 N. Capitol
 Avenue
 San Jose, CA
 95132
 U.S.A.
 Tel: 408.941.0808
 Fax: 408.941.0909
 408.941.1088
 Sales Department:
 sales@malabs.com

S California
 Branch Office
 18725 San Jose
 Ave,
 City of Industry,
 CA 91748
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 Tel: 626.820.8988
 Fax: 626.820.8188
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 Sales.la@malabs.com

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 85 Mayfield
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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 principle plus interest in addition to any court costs and/or attorney fees incurred.

Authorized Signature

Title (President / VP / CFO)

Printed Name of Signer

Date

Personal Guarantee

The undersigned, for value received, hereby unconditionally guarantee(s) to MA Laboratories, Inc., a California corporation, full payment of all sums due and owing, pursuant to the terms indicated. The undersigned further guarantee(s) all renewals, extension, additions thereof. The undersigned further agree(s), in the event legal action is instituted to enforce collection, to pay reasonable attorney's fees and costs for such legal action. The undersigned also agree(s) to submit to legal jurisdiction in the county of Santa Clara, State of California. Upon payment in full of any invoices, this guarantee will remain in effect and will apply to any and all purchases made thereafter.

Guarantor (President / Owner only)

Signature of Guarantor

Date

Social Security Number

Driver's License Number

D.O.B.



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Resale Information

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 _____

General Business Profile

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

- | | | | |
|------------------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------------|
| <input type="checkbox"/> System Integrator | <input type="checkbox"/> Distributor | <input type="checkbox"/> Retail Store | <input type="checkbox"/> Corporate Reseller |
| <input type="checkbox"/> VAR/System Consultant | <input type="checkbox"/> E-Commerce | <input type="checkbox"/> Dealer | <input type="checkbox"/> OEM |
| <input type="checkbox"/> Educational Reseller | <input type="checkbox"/> Exporter | <input type="checkbox"/> Other: _____ | |

(2) Which of the following describes your company's total monthly computer and components purchases with all sources? (Please mark one)

- | | | |
|---------------------------------------------------|----------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Less than \$10,000 | <input type="checkbox"/> \$10,000-\$49,999 | <input type="checkbox"/> \$50,000-\$99,999 |
| <input type="checkbox"/> \$100,000-\$299,999 | <input type="checkbox"/> \$300,000-\$499,999 | <input type="checkbox"/> \$500,000-\$999,999 |
| <input type="checkbox"/> \$1,000,000-\$10,000,000 | <input type="checkbox"/> \$10,000,000+ | |

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

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

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

- | | | |
|-----------------------------------------------------|--------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Less than \$100,000 | <input type="checkbox"/> \$100,000-\$499,999 | <input type="checkbox"/> \$500,000-\$999,999 |
| <input type="checkbox"/> \$1,000,000-\$4,999,999 | <input type="checkbox"/> \$5,000,000-\$9,999,999 | <input type="checkbox"/> \$10,000,000-\$49,999,999 |
| <input type="checkbox"/> \$50,000,000-\$100,000,000 | <input type="checkbox"/> \$100,000,000+ | |

(5) Is there a parent company? Yes No

If Yes, Parent Company's Name: _____

Address: _____

Does Parent Company guarantee debts? Yes No

(6) 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

(7) 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) _____



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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

CONTINUING PERSONAL GUARANTY

This Continuing 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).
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



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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)

