

# CUSTOMER APPLICATION FORM



## CONTACT

CONTACT NAME CONTACT EMAIL CONTACT PHONE

DID YOU EVER HAVE A TD ACCOUNT? IF SO, PLEASE PROVIDE ACCOUNT #

## ADDITIONAL CONTACTS

PRESIDENT/CEO - NAME CONTACT EMAIL PHONE NUMBER

VP/FINANCE - NAME CONTACT EMAIL PHONE NUMBER

TREASURER/CONTROLLER - NAME CONTACT EMAIL PHONE NUMBER

A/P MANAGER - NAME CONTACT EMAIL PHONE NUMBER

PURCHASING MANAGER - NAME CONTACT EMAIL PHONE NUMBER

SALES MANAGER - NAME CONTACT EMAIL PHONE NUMBER

AP - FULL NAME TITLE CONTACT EMAIL PHONE NUMBER

## BUSINESS INFORMATION

CORPORATION PARTNERSHIP PROPRIETORSHIP

PARENT COMPANY DIVISION OF:

IF PUBLIC TRADED - PLEASE PROVIDE STOCK SYMBOL IF OTHER SUBSIDIARY OF PUBLIC CO, PARENT CO NAME

PROVINCE / STATE OF INCORPORATION NET WORTH \$ ANNUAL SALES \$ TYPE OF BUSINESS

DESCRIPTION OF BUSINESS ANNUAL PURCHASES THROUGH DISTRIBUTION

PRODUCT LINE(S) D&B# DATE BUSINESS ESTABLISHED

## COMPANY ADDRESS

LEGAL COMPANY NAME DBA

STREET ADDRESS CITY PROVINCE / STATE POSTAL CODE COUNTRY

MAIN PHONE MAIN FAX TOLL FREE WEBSITE

# CUSTOMER APPLICATION FORM



## BUSINESS INFORMATION (CONTINUED)

### BILLING ADDRESS

LEGAL COMPANY NAME

DBA

STREET ADDRESS

CITY

PROVINCE / STATE

POSTAL CODE

COUNTRY

### TAX AND REMITTER INFORMATION

Province/Territory	TVQ#	GST#/HST#	PST#	Environmental Levy Remitter Reg #
Alberta				
British Columbia				
Manitoba				
New Brunswick				
Newfoundland and Labrador				
Northwest Territories				
Nova Scotia				
Nunavut				
Ontario				
Prince Edward Island				
Quebec				
Saskatchewan				
Yukon				

# CUSTOMER APPLICATION FORM



## PRIVATE/PRINCIPAL/OWNER INFORMATION

IS YOUR COMPANY OWNED, WHOLE OR IN PART, BY A MUNICIPAL, PROV., OR FED GOV'T ENTITY?

PRIVATE COMPANY IS

IF CORPORATION, WHAT IS THE PROVINCE/STATE OF INCORPORATION

PLEASE LIST OWNERS WITH 10% OR GREATER OWNERSHIP IN BUSINESS (GREATEST TO LEAST)

FULL NAME	TITLE	CONTACT EMAIL	% OF OWNERSHIP
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STREET ADDRESS	CITY	PROVINCE / STATE	POSTAL CODE
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FULL NAME	TITLE	CONTACT EMAIL	% OF OWNERSHIP
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STREET ADDRESS	CITY	PROVINCE / STATE	POSTAL CODE
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FULL NAME	TITLE	CONTACT EMAIL	% OF OWNERSHIP
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STREET ADDRESS	CITY	PROVINCE / STATE	POSTAL CODE
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FULL NAME	TITLE	CONTACT EMAIL	% OF OWNERSHIP
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STREET ADDRESS	CITY	PROVINCE / STATE	POSTAL CODE
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# CUSTOMER APPLICATION FORM



## EXPORT INFORMATION

NOTE: THE PURPOSE OF THE QUESTION BELOW IS TO FACILITATE MARKET ASSIGNMENT. ALL PARTIES ARE SUBJECT TO U.S. AND CANADIAN EXPORT LAWS AND REGULATIONS. U.S.- BASED CUSTOMERS ARE RESPONSIBLE FOR ALL EXPORT-LICENSING DETERMINATION AND EXPORT CLEARANCE IN THE U.S.

DO YOU ANTICIPATE EXPORTING FOR RE-SALE ANY OF THE PRODUCTS YOU WILL BE PURCHASING FROM TECH DATA CORPORATION AND/OR TENVA TS CANADA ULC?

IF YES, PLEASE CHECK THE APPROPRIATE MARKETS BELOW:

BUYER / RESPONSIBLE CLAUSE:

Reseller acknowledges and agrees that the goods, software, and technology subject to this Application are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Reseller will comply with these laws and regulations. Reseller shall not, without prior U.S. government authorization, export, re-export, or transfer any goods, software, or technology subject to this Application, either directly or indirectly, to any country subject to a U.S. trade embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, any goods, software or technology subject to this Application Agreement may not be exported, re-exported, or transferred to an end user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

PLEASE INITIAL AS ACKNOWLEDGEMENT

## CREDIT AND FINANCING

CREDIT TERMS REQUESTED (CHOOSE ONE)

CREDIT TERMS LIMIT REQUESTED

## BANK AND TRADE REFERENCES

### BANK REFERENCES

BANK NAME	CONTACT NAME	PHONE	FAX
STREET ADDRESS	CITY	PROVINCE / STATE	POSTAL CODE
MAIN ACCOUNT #	MONEY MARKET #	LOC ACCOUNT #	OTHER ACCOUNT #
CHECKING ACCT. #	SAVINGS ACCT. #	DO YOU HAVE A LINE OF CREDIT WITH YOUR BANK?	IF YES, ACCT. #

## BANK AND TRADE REFERENCES (CONTINUED)

### TRADE REFERENCES

REFERENCE NAME	ACCOUNT #	CUSTOMER SINCE	PAYMENT TERMS
BALANCE \$	CONTACT NAME	PHONE #	FAX NO
ADDRESS	CITY	PROVINCE/STATE	POSTAL CODE

### TRADE REFERENCES

REFERENCE NAME	ACCOUNT #	CUSTOMER SINCE	PAYMENT TERMS
BALANCE \$	CONTACT NAME	PHONE #	FAX NO
ADDRESS	CITY	PROVINCE/STATE	POSTAL CODE

### TRADE REFERENCES

REFERENCE NAME	ACCOUNT #	CUSTOMER SINCE	PAYMENT TERMS
BALANCE \$	CONTACT NAME	PHONE #	FAX NO
ADDRESS	CITY	PROVINCE/STATE	POSTAL CODE

### E-COMMERCE ACCOUNT - MAIN ADMINISTRATOR

MASTER ADMIN FIRST NAME	MASTER ADMIN LAST NAME	
MASTER ADMIN EMAIL	MASTER ADMIN PHONE #	PHONE EXTENSION

The contact listed will assume responsibility for creating web users and assigning permissions for secure sections of shop.techdata.ca. Master users can assign Administrative users to assist in the daily maintenance of your EC Admin account. You will be contacted via email within 48 hours of your account creation to finalize the setup of your User ID and Password. If you do not receive your notification after this time, please contact the Support Team at 1-800-334-2445 to have the issue rectified. Please be prepared to provide proof of your identity.

## AGREEMENTS

### STREAMONE

StreamOne<sup>SM</sup> is an online platform offered by Tech Data Corporation ("Tech Data") and your use is subject to acceptance of these terms, Tech Data's terms and conditions of sale, which are incorporated herein by reference and located at [www.techdata.com](http://www.techdata.com), and Tech Data's Electronic Commerce User Agreement. For purposes of the Electronic Commerce User Agreement, the StreamOne<sup>SM</sup> online platform will be considered an "Informational Database". All data and other information available on the StreamOne<sup>SM</sup> platform are proprietary, confidential and the sole property of Tech Data Corporation or third parties licensing such information to Tech Data. These customer terms apply to all sales by Tech Data Corporation ("Tech Data") through the StreamOne<sup>SM</sup> platform of software products and/or services (collectively the "Products").

#### Acceptance of Orders:

Buyer's acceptance of these terms shall be indicated by any of the following, whichever first occurs: (a) clicking "Accept"; (b) your making of an offer to purchase Products; (c) your acceptance of any Products; (d) your entering into an agreement to purchase Products; or (e) any other act or expression of acceptance by you. Tech Data's acceptance is expressly limited to these terms in their entirety without addition, modification or exception, and any term, condition or proposal hereafter submitted by you (whether oral or in writing) which is inconsistent with or in addition to these terms and conditions is objected to and is hereby rejected by Tech Data. Tech Data's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be Tech Data's acceptance or approval thereof.

#### PRODUCTS OR SERVICES

Unless otherwise agreed in writing, the Products will be made available for use by software download or the transmission of the access or enabling information electronically through the online StreamOne platform.

#### PRICE AND PAYMENT

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), license fees and any other similar charges, however designated or levied on the sale or delivery of the Products or measured by the purchase price paid for the Products. Tech Data's prices set forth on the invoice do not include such taxes, fees and charges. Exemption certificates must be presented to Tech Data prior to purchase.

#### Payment Terms:

##### CREDIT CARD AUTHORIZATION

If Buyer pays by credit card, you represent that you are the owner of or are authorized to use the credit card and you authorize Tech Data to charge your card for all transactions through the StreamOne platform, unless otherwise specified. If you have net terms you will be invoiced based on the agreed upon terms.

##### AUTOMATIC RENEWALS AND RECURRING SERVICES

Unless Buyer cancels the applicable service or product, Buyer agrees that Tech Data may invoice Buyer for automatic renewals and recurring services, using Buyer's initial purchase order number as authorization for subsequent invoices. Buyer further agrees to notify end users of the applicable renewal or recurring payments and acknowledges that Buyer's obligation to pay is not conditioned on Tech Data's ability to invoice for such products or services; Buyer placing a renewal purchase order; or Buyer receiving a renewal order or payment from its end user. Buyer further acknowledges that information from the end user is necessary for end users to access or use certain products and services. Buyer agrees to provide such information as requested by the vendor to both Tech Data and the vendor. Buyer represents and warrants that Buyer has properly obtained the consent of the end user to provide said information to Tech Data and the vendor. In the event of default, Tech Data reserves the right to move Buyer's end users to another Buyer to avoid interruption of services to the end user.

### ELECTRONIC COMMERCE AGREEMENT AND LICENSE

Complete the bottom section, have the Agreement signed by an authorized signature and either fax it or mail it to Tech Data Canada Corporation ("Tech Data Canada"). We will process your request and contact you to begin your service. Read all terms and conditions of this Agreement before signing, opening any software media package or accessing the Tech Data Canada Web Site or any Informational Database. By opening any software package or accessing the Web Site or Informational Database, your organization ("you") agree to these terms and conditions, as modified or amended from time to time and each time you access the Database, Software or the Site, you re-confirm your agreement. If you do not agree to these terms and conditions, you may elect not to access the Database or Site, and must, if applicable, return any accompanying software product container and its contents, including any unopened software media package, to Tech Data Canada. This Agreement is effective from the day you initially use or install the Software, access the Data-base or Site until such time as you cease to be an authorized reseller of Tech Data Canada.

#### 1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(i) Site or Web Site. The Site or Web Site means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Tech Data Canada's World Wide Web Site located at [www.techdata.com](http://www.techdata.com).

(ii) Software. The Software, if any, includes all concepts, users and program interfaces and structures, functionality, computer code and other technology inherent in all computer software programs and all copies of the software supporting any of Tech Data Canada's electronic commerce tools and products. You may make and maintain one copy of the Software per employee making authorized use of the Software.

(iii) Databases or Informational Databases. The Informational Databases or Database includes all information accessible from Tech Data Canada through the Software or the Site, which may include, but is not limited to, data structures, technical and other specifications, pricing, advise, and other data and information. All data and other information available on the Informational Databases is proprietary, confidential and the sole property of Tech Data Canada or third parties licensing such information to Tech Data Canada.

2. Security. You must enter a valid user ID and password ("access codes") to use certain Software, access some of the Databases or access the Web Site's secure areas. It is your sole responsibility to monitor use of these access codes for all purposes, including, but not limited to ordering. You accept all responsibility for the security of your user ID and password, and utilization of the Software, Informational Databases or Web Site via the access codes. This includes unauthorized access by your employees or third parties, except for access by third parties resulting from Tech Data Canada's sole negligence. You have the ability to modify your password at any time. Tech Data Canada recommends you modify your password regularly. Notify Tech Data Canada immediately if you wish to terminate your master user ID and password or have these access codes reissued. Do not disclose your access codes to anyone not authorized to act on your behalf.

3. Order Validity. You agree not to contest the validity or enforceability of orders placed via

the Software or through the Web Site's secure areas under the provisions of any applicable law. All orders placed using the user ID and password shall, for all purposes, be deemed to be in writing signed by you and will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

4. Terms and Conditions of Sale. Unless otherwise stated in an express written agreement signed by an officer of Tech Data Canada, the terms and conditions contained on Tech Data Canada's written invoices, the catalog, and available on line, as amended from time to time, shall apply to all transactions initiated via the Software or through the Web Site. Tech Data Canada's terms and conditions of sale may vary depending upon the country from which you are ordering or the subsidiary with whom you do business. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

5. Termination and Modification. Tech Data Canada may elect to update, modify, change or terminate all or any part of the functionality available through the Software or Informational Databases or Site, including modification or termination of the ability to place orders or make inquiries at any time in the future. Tech Data Canada may modify this Agreement from time to time. Any amendments or modifications may be provided to you through on-line notice. You agree that use of the Software or access to the Informational Databases or Site after you have, or should have received, notice of modifications or amendments to this Agreement will constitute acceptance of all such modifications or amendments. You agree on termination of this Agreement immediately to cease accessing the Informational Databases and to return any Software provided. The Software, Informational Databases, and the Site's secure areas are confidential information of Tech Data Canada or companies licensing Tech Data Canada and contain copyrighted information.

6. License. The Software and Informational Databases are not sold but licensed to you for your internal use in your ordinary course of business for your review, selection, order preparation, support and purchasing of products sold by Tech Data Canada. This license is for the period beginning with your acceptance of this Agreement until termination by you for failure to maintain authorized reseller status; is non-transferable and non-exclusive; and is for use only by your employees engaged in your computer reseller business, and only in accordance with this Agreement and any documentation provided to you or available on-line from time to time. You may NOT, except as otherwise provided in the documentation or on-line (a) copy any of the Site, Software or Informational Databases; (b) distribute, rent, sublicense or otherwise transfer or disclose, or (except to access the Database in accordance with the documentation) transmit the Site, Software or Informational Databases electronically to any person or entity; (c) modify, translate, merge, or prepare derivative works of the Site, Software or Informational Databases; or (d) use any of the Site, Software or Informational Databases for service bureau or other purposes not specified in this Agreement or the documentation. You may not decompile, disassemble, probe, or otherwise reverse engineer the Software, Informational Databases or the Site.

**AGREEMENTS (CONTINUED)****ELECTRONIC COMMERCE AGREEMENT AND LICENSE (CONTINUED)**

7. Disclaimer of Warranty; Limitation of Remedies. Tech Data Canada is licensing the Software, Informational Databases and Site "AS IS" and "AS AVAILABLE." You acknowledge that the Site and/or Software are licensed for use by you as a convenience for you in communicating with Tech Data Canada. You assume total responsibility and risk for your use of the Software, Informational Databases, Site ELECTRONIC COMMERCE USER AGREEMENT AND LICENSE and your use of the Internet. TECH DATA CANADA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SOFTWARE, SITE OR INFORMATIONAL DATABASES. Tech Data Canada shall not be liable to you or any third party for any damages arising from or as a result of any delay, omission or error in electronic transmission or receipt of any orders or otherwise made pursuant to the Software or via the Site, even if advised of the possibility of such damages. THE DATABASE CONTAINS INFORMATION OBTAINED BY TECH DATA CANADA FROM MANUFACTURERS AND OTHERS THAT INDUSTRY SOURCES BELIEVE WERE RELIABLE, BUT TECH DATA CANADA MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AND LIABILITY REGARDING DATABASE ERRORS AND OMISSIONS, AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVISE, SERVICES OR OTHER INFORMATION CONTAINED IN THE INFORMATIONAL DATABASES AND THE SITE. You agree that the Site and/or Software give you significant benefit for no or a modest economic consideration. Your sole and exclusive remedy for any breach of this Agreement by Tech Data Canada shall be to terminate the Agreement and the return of any license fee paid by you to Tech Data Canada. IN NO EVENT WILL TECH DATA CANADA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ON ANY LEGAL THEORY WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Additional Disclaimers may be contained in the Software, Site and Database.

8. Governing Law. This Agreement and your use of the Software, Informational Databases and Site are governed by internal Florida law and applicable federal laws of the United States. The venue for any disputes arising out of this Agreement shall be, at Tech Data Canada's sole and exclusive option, the courts with proper jurisdiction at Tech Data Canada's corporate headquarters, or the courts with proper jurisdiction at your location.

9. Your Obligations. You agree that you shall not use the Software, Informational Databases or Site to do any of the following: (i) restrict or inhibit any other user from using and enjoying the Internet, Site, Software or Informational Databases; (ii) post or transmit any unlawful, illegal, obscene or pornographic information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense,

give rise to civil liability or otherwise violate any local, state, national or international law, including, without limitation, the U.S. Export Control laws and regulations; (iii) knowingly post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component; (iv) upload, post, publish, transmit, reproduce, distribute or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Software, Site or Informational Databases which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder. In addition, you may not effect or participate in any activity to (a) post to any usenet or other news group, forum, Email listing or similar group or list, articles which are off topic according to the charter or other public statements of the group or list; (b) send unsolicited mass mailings; or (c) falsify or "spoof" user information provided to Tech Data Canada or to other users in connection with the use of Software, Informational Databases or Site.

10. Indemnity. You agree to defend, indemnify and hold Tech Data Canada and its affiliates, and its and their directors, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees related to or arising from (a) negligent acts or omissions by you in connection with the installations, use or maintenance of the Software, Informational Databases or Site; (b) claims for infringement of patents arising from the use of the Software, Informational Databases or Site by you other than for its intended purpose, and (c) claims of copyright infringement resulting from the use of the Software, Informational Databases or Site by you other than for its intended purpose.

11. Product Availability and Pricing. Tech Data Canada provides access to product and pricing information on an international basis as a result of making such information available on the World Wide Web. Such information may contain references or cross references to products, programs, prices, promotions and services that are not announced or available in your country. Such reference does not imply that Tech Data Canada intends to announce or make available such products, programs, promotions or services, under such prices in your country. Any promotions may not apply in your geographic region. Please check with your Tech Data Canada representative regarding product availability, pricing and promotions and the availability thereof in your geographic area. The products listed in the Informational Databases may not be available in your location due to specific legal requirements related to export restrictions and other legal or contractual requirements imposed upon Tech Data Canada or of your geographic location. Tech Data Canada assumes no responsibility for being unable to provide products or services due to such legal or contractual requirements. You assume all responsibility for obtaining all necessary approvals to obtain Tech Data Canada products or services. Access TD web at [www.techdata.com](http://www.techdata.com). Tech Data IT Support Services for Canada 800-334-2445.

## AGREEMENTS (CONTINUED)

### OWNER/PRINCIPAL/PARTNER/CORPORATE OFFICE SIGNATURE CA

In consideration of Tech Data Canada Corporation reviewing the credit application and other good and valuable consideration, the sufficiency of which is acknowledged the Debtor and Tech Data Canada Corporation agree as follows: The undersigned, also referred to as the Debtor, certifies that the information supplied in this credit application and agreement to be true and affirms any credit terms extended upon the basis of such information. The undersigned consents to the obtaining of credit and/or personal information about itself and the guarantor(s) as may be required at any time in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosures of any credit information concerning the undersigned, and/or the guarantor(s), to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.

**Environmental Fees.** Orders shipping into provinces where environment fees exist will be assessed a separate charge for products covered under the applicable provincial program unless the customer is properly registered as a remitter in the province and has agreed to report and remit the fees directly to the appropriate provincial agency. Any environment fees billed will be in addition to standard quoted product costs and will appear as a separate line item on your invoice. Fee structure and product categories for each of the provinces where environment fees currently exist can be found at: <http://epra.ca/provincial-programs>

#### Anti-Bribery/Anti-Corruption and Regulatory Compliance:

The parties acknowledge and agree that (a) each is subject to all applicable anti-bribery and anti-corruption laws ("ABAC Laws") and (b) the hardware, software, services and other technology subject to these terms and conditions of sale are subject to the export control laws and regulations of the United States, the European Union and other national legislation ("Export Laws"). The parties shall comply with all applicable Export Laws and ABAC Laws.

No hardware, software, services or other technology obtained hereunder may be exported, re-exported, or transferred to an end user engaged in activities related to weapons of mass destruction, including, but not limited to the design, development, production, or use of nuclear materials, facilities, or weapons, missiles or the support of missiles projects, and chemical or biological weapons. Furthermore, neither party shall take any action, permit, or authorize any action by a third party in violation of ABAC Laws. Neither party will use its own money or monies/consideration paid to it for any unlawful purposes, and/or directly or indirectly offer, promise, give, solicit or accept anything of value to or from a government official, government controlled enterprise or company, political party or any other person or company to gain an improper advantage or improperly influence any act or decision.

If a party breaches this section, the breaching party shall indemnify, defend, and hold harmless the non-breaching party against any third party claim related to the violation of any applicable laws, including, without limitation, Export Laws and ABAC Laws

#### Agreement to Two Different Terms/Processes:

By agreeing to this Application, Reseller expressly permits Tech Data to set up Reseller as a customer in multiple Tech Data enterprise resource planning ("ERP") systems. Reseller may have more than one account number based on the different ERP systems.

If Reseller purchases Product and Services from Tenva TS Canada ULC ("Tenva"), Reseller expressly agrees to the terms of sale listed on [http://www.techdata.com/corp\\_assets/documents/legal/TechDataTS-Global-Americas\\_TNC\\_English.pdf](http://www.techdata.com/corp_assets/documents/legal/TechDataTS-Global-Americas_TNC_English.pdf). Further, Tenva, at its discretion, may require Reseller to sign a reseller agreement, which supersedes and/or replaces Tenva's terms and conditions.

If Reseller purchases Products and Services from Tech Data Canada Corporation, Reseller expressly agrees to the terms and conditions of sale listed on <http://www.techdata.ca>. Debtor shall update the credit application and provide copies to Tech Data annually within a month of the anniversary of the original application. Tech Data reserves the right to deactivate

any account for which there has been no purchase activity for six months. The undersigned further acknowledges having been informed of the prevailing terms for repayment and agrees to pay a service charge currently 1.5% per month (18% per annum) compounded monthly, on any overdue balance until paid. In the event that any cheque is returned NSF or payment is stopped, a service charge of \$50.00 will be applied to the account. Default in payment or performance of any of the Obligations or default under any agreement or document evidencing any of the Obligations shall be a default hereunder whereupon all Obligations shall be due and payable forthwith without notice to the undersigned, and Tech Data shall thereupon have the rights and remedies of a secured party under the applicable Personal Property Security Act or similar legislation. The Debtor agrees to sign and execute any documents in this regard as Tech Data may require. Notwithstanding the signing of this Agreement, Tech Data shall not be required or obligated to provide, or continue to provide at any time or times, in whole or in part, goods or credit to the Debtor. In consideration of Tech Data providing any goods and/or credit and other good and valuable consideration (the sufficiency of which are hereby acknowledged) the signator(s) below as principal not as surety, jointly and severally, in their personal capacity, absolutely and unconditionally, guaranty all the Obligations of the Debtor to Tech Data, and agree that should the Debtor default, I/we will pay all such monies and/or perform the obligations without any demand or notice required to be made, notwithstanding the giving of time to the Debtor for payment or fulfillment of the Obligations or the varying of terms of the agreement. The undersigned hereby agrees to adhere to, and be bound by, the credit/service policies and procedures established by Tech Data Canada Corporation and published in Tech Data Canada Corporation catalogue or as posted on the internet. Debtor authorizes Tech Data to make changes, from time to time, to its credit/service policies, to which the Debtor agrees to be bound by mailing a notice or posting a notice on the internet or any other type of communication acceptable to Tech Data. Change may apply both to existing indebtedness and to indebtedness after the change is made. Any disagreement with Tech Data statements or shipments must be given to Tech Data within 30 days in writing, otherwise the Debtor will be deemed to have accepted statements as accurate, and goods and/or services as being proper and acceptable and without any defects. Nothing in this agreement shall limit the Debtor's obligations under the standard policies or any other document or agreement signed or adopted by the Debtor. The Debtor agrees that Tech Data is not bound by any conditions, warranties, representations etc., except those made expressly to the Debtor in writing. The Debtor hereby agrees to waive and release Tech Data from any claims arising from the actions or inaction of Tech Data (other than the cost of goods shipped or ordered). Tech Data will have no liability (in excess of the cost of goods) for any loss or inconvenience or damages etc., which may result however caused even if Tech Data is negligent. Debtor agrees to hold Tech Data harmless and indemnified against any or all liability, loss, actions, proceedings, damages, claims, inquiries, demands and expenses arising out of the Debtor's actions or inaction and/or use, sale, lease, operation etc., of any goods or services provided by it. Any portion or provision of this agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity the remaining portion or provisions hereof in such jurisdiction or to the extent permitted by law. This agreement shall ensure to the parties, their heirs, executors and assigns on behalf of the Debtor and in his/her personal capacity as guarantor:

#### AUTHORIZATION

The undersigned individual(s) who is (are) either a principal(s) or partner(s) of the above-named Reseller or a sole proprietorship of the above-named Reseller, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of Reseller, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by TECH DATA, the above named business credit grantor, from time to time as may be needed, in the credit evaluation process. This form may be reproduced or photocopied and a faxed copy shall be as effective as the original.

**PLEASE PRINT AND SIGN THIS FORM ONCE ALL FIELDS ARE COMPLETED.**

**PRINT COMPANY NAME IN FULL (DEBTOR):**

**SIGNATURE (OWNER, PARTNER OR CORPORATE OFFICER):**

**DATE SIGNED (MM/DD/YYYY):**

**TITLE:**

**PRINT NAME:**

**EMAIL:**