



PLATINUM WIRELESS, INC.

CREDIT APPLICATION AND GENERAL INFORMATION

Legal Business Name: _____

Doing Business As (DBA): _____

Date Company Established (Month / Year): _____ Number of Years in Wireless Sales: _____

Number of Sale Locations: _____ Present Location since (Month /Year): _____

Exclusive (Circle One): Yes No

If "No" Please list all current carriers you currently represent _____

Do you own or lease your locations: Own Lease Both

Please list all physical location information. Please attach any additional physical location information to the end of this application if necessary:

Physical Location Information:

Address: _____

Phone: _____

Fax: _____

Physical Location Information:

Address: _____

Phone: _____

Fax: _____

Business Mailing Information:

Address: _____

Phone: _____

Fax: _____

Primary Business Shipping Information:

Address: _____

Phone: _____

Fax: _____

E-mail Address (will be used to provide automated order status reports): _____

Type of Entity (Please select one): Corporation LLC LLP Partnership Sole Proprietorship

State of incorporation or Organization: _____

Tax Resale No: _____ Employer Federal Tax ID: _____

Note: Please submit resale license/tax exemption certificate along with the application

Corporate Officers:

President: _____ Social Security No: _____

Secretary: _____ Social Security No: _____

Treasurer: _____ Social Security No: _____

LLC/LLP:

Authorized Officer/ Partner: _____ Social Security No: _____

Authorized Officer/ Partner: _____ Social Security No: _____

Sole Proprietorship / Partnership:

Owner/ General Partner: _____ Social Security No: _____

Owner / General Partner: _____ Social Security No: _____

Authorized Purchasing Agent: _____

Proposed Guarantors:

Proposed Guarantor: _____ Social Security No: _____

Driver's License State: _____ Driver's License Number: _____

Proposed Guarantor: _____ Social Security No: _____

Driver's License State: _____ Driver's License Number: _____

FINANCIAL DATA

Please indicate fiscal period for data below: From (mm/dd/yy): ___/___/___ To (mm/dd/yy) ___/___/___

Total Revenues: \$ _____ Total Assets: \$ _____ Total Expenses: \$ _____

Total Liabilities: \$ _____ Net Income/Loss: \$ _____ Total Net Worth: \$ _____

BANK REFERENCES

Bank (#1) Name: _____ Bank (#1) Account No: _____

Does your company currently have any loans with this bank (Circle One)? Yes No

Average Bank (#1) Balance (latest three months): \$ _____ Date Bank (#1) Account Opened (mm/dd/yy) ___/___/___

Bank Address (street, city, state, zip): _____

Phone: _____ Fax: _____

Contact Name: _____

Bank Credit Line: \$ _____ Secured: Yes No Personal Guaranty: Yes No

TRADE REFERENCES

NOTE: Your trade reference relationship must have existed for one year or more (no landlords, credit cards, or utilities will be accepted).

Company Name (#1): _____ Account No. (#1): _____

Address (street, city, state, zip): _____

Phone: _____ Fax: _____

Contact Name: _____

Check Appropriate Box:

UCC Filings

Personal Guaranty

None

Applicant and Applicant's owner(s) or General Partner(s) and any proposed Guarantor(s) (i) each authorize the release of the above information and any other information furnished or gathered with or in connection with this application to, and the exchange of any such information among, PWI/PWX and its affiliates and fulfillment vendors and each of their employees, agents, successors and assigns, and (ii) each hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith is true and correct and that this information is being furnished to PWI/PWX for the purpose of inducing PWI/PWX to extend credit to Applicant, and understands that PWI/PWX intends to rely upon such information as correct. Applicant authorizes PWI/PWX to contact any references given and inquire about credit history. Applicant, and Applicant's Owner(s) or General Partner(s), and any proposed Guarantor(s) identified below, authorize PWI/PWX to contact any references given and inquire about credit history, including requesting consumer reports on such Owner(s) or General Partner(s) or Guarantor(s) from consumer reporting agencies, at any time and from time to time. If an Owner or General Partner or Guarantor asks whether or not a consumer report was requested, PWI/PWX will tell such individual, and if PWI/PWX received a report, PWI/PWX will give such individual the name and address of the agency that furnished it. Applicant further agrees to notify PWI/PWX in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer or listed assets, or other facts set forth below. Non-public information provided in or with this application will be held confidential by PWI/PWX, except for disclosures required by law. Upon approval of this application, and execution by Applicant of any Authorized Representative Agreement acceptable to PWI/PWX and execution by any Purposed Guarantor(s) identified below of any Unconditional Guaranty acceptable to PWI/PWX, PWI/PWX in its sole direction will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges at any time without prior notice to Applicant or any such Guarantor(s), except as otherwise provided by law.

Note: Your bank may charge your account a fee to process your bank references.

Signature: _____ Printed Name: _____ Date: (mm/dd/yy) ____/____/____
(President, Owner, General Partner or other Authorized Officer)

Signature: _____ Printed Name: _____ Date: (mm/dd/yy) ____/____/____
(2nd Owner or General Partner)

Signature: _____ Printed Name: _____ Date: (mm/dd/yy) ____/____/____
(Proposed Guarantor)

Signature: _____ Printed Name: _____ Date: (mm/dd/yy) ____/____/____
(Proposed Guarantor)

TERMS AND CONDITIONS

C.O.D	Cash or Cashiers Check-Payment due to Platinum Wireless upon receipt of merchandise
Net One	Company Check-Payment due to Platinum Wireless upon receipt of merchandise
Net 15	Payment due to Platinum Wireless 15 days from the date of invoice
Net 30	Payment due to Platinum Wireless 30 days from the date of invoice
Due at the end of the month	Payment due on the 1 st of the following month regardless of invoice date (i.e all invoices with January invoice date are due on February 1 st)

FOR OFFICE USE ONLY:

Credit Rate: _____

Terms Approved: _____

Processed By: _____

Dollar Amount: _____

Date: _____ Employee: _____



PLATINUM WIRELESS

IS UNCONDITIONAL GUARANTY ("Guaranty") from the undersigned party ("Guarantor") to PWI:

1. Guaranty. For value received and in consideration of the loans, advances, extensions of credit or financial accommodations heretofore and hereafter at any time made or afforded by PWI to party identified below as the "Debtor", Guarantor hereby absolutely, unconditionally, jointly, and severally guarantees the prompt payment and performance when due, whether by acceleration or otherwise, of such loans, advances, extensions of credit and financial accommodations ("Liabilities").

2. Liabilities Guaranteed. In the event Debtor fails at any time to pay any part or all of the Liabilities guaranteed when due, whether by acceleration or otherwise, Guarantor, upon written demand of PWI, will pay or perform the Liabilities guaranteed in the same manner as if they constituted a direct and primary obligation of Guarantor, and such obligation of Guarantor shall be due with costs of collection, reasonable attorney's fees and without relief from valuation of appraisal laws. In the event of dissolution or insolvency of Debtor, or the inability of Debtor to pay its debts as they mature, an assignment by Debtor for the benefit of creditors, or an adjudication that Debtor is insolvent and if such event shall occur at a time when the Liabilities may not then be due and payable, Guarantor shall pay, upon written demand of PWI, as appropriate, the full amount of all Liabilities remaining unpaid, together with costs of collection, reasonable attorney's fees and without relief from valuation nor appraisal laws. This guaranty is a continuing and irrevocable guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations between PWI and Debtor.

3. Waivers of Guarantor. Guarantor hereby waives: (a) notice of acceptance of this Guaranty, of the existence or creation of all or any of the Liabilities, of any extension of credit, advances, loan or similar accommodations by PWI to Debtor, and of the amount of Liabilities which may exist from time to time; (b) any and all presentment, demand, protest or notice of dishonor, nonpayment or other default with respect to any of the Liabilities, and all other notice whatsoever; (c) any requirement that PWI institute suit, or otherwise exhaust its rights or remedies against Debtor or against any other person, guarantor or other collateral guaranteeing or securing all or any part of the Liabilities (the obligations of such guarantors or other persons and such collateral being herein referred to as the "Collateral") prior to enforcing any rights it has under this Guaranty or otherwise against Guarantor; (d) all diligence in collection or protection of a realization upon the Liabilities of any part thereof, any obligation hereunder, the Collateral, or any other security for any of the foregoing; (e) any right of subrogation to the rights of PWI against Debtor or any other persons liable on the Liabilities until the entire outstanding principal balance and all accrued interest of the liabilities shall have been paid and the Debtor shall fully performed all of its obligations to PWI, and right to reimbursement or indemnity from Debtor whatsoever and all rights of recourse to or with respect to any assets or property of Debtor or any other guarantor or to any security arising from the existence or performance of Guarantor's obligation under this Guaranty; (f) any rights arising by reason of the incapacity, lack of authority, death or disability of any other guarantor of the Liabilities or any failure by PWI to file or enforce a claim against the estate of any other guarantor or the failure of any other person to sign this Guaranty; (g) any rights arising by reason of the fact that any of the Collateral may be in default at the time of acceptance thereof by PWI or later; or by reason of the fact that a valid lien in any of the Collateral may not be conveyed to or created in favor of PWI unless the failure is occasioned by the fault of PWI; or by reason of the fact that any of the Collateral may be subject to equities or defenses or claims in favor of others or may be invalid unless the failure is occasioned by the fault of PWI; or by reason of the fact that any of the Collateral may be subject to equities or defenses or claims in favor of others or may be invalid unless the failure is occasioned by the fault of PWI; or by reason of the fact that any of the Liabilities may be invalid for any reason whatsoever; or by reason of the fact that the value of any of the Collateral, or the financial condition of Debtor or any obligor under or guarantor of any of the Collateral may not have been correctly estimated or may have changed or may hereafter change unless the failure is occasioned by the fault of the PWI; or by reasons of any deterioration, waste, or loss by fire, theft or otherwise of any of the Collateral unless such deterioration, waste, or loss caused by the fault of PWI; (h) all other notices to which the undersigned might otherwise be entitled. The failure of PWI or any other persons to take any of the action or existence of any conditions hereinabove waived, shall in no way release, discharge or in any way affect the obligations of Guarantor hereunder, nor give rise to any rights against PWI.

4. Rights of Platinum Wireless. PWI shall have the full power and right in its absolute discretion, without notice to Guarantor, to deal in any reasonable manner with the Liabilities and the Collateral, including, but not limited to, the following: (a) to retain or obtain a security interest in any additional property to secure any of the Liabilities or any obligation hereunder; (b) to retain or obtain the primary or secondary Liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities; (c) to extend or renew for any period (whether or not longer than the original period), alter or exchange any of the Liability, and to forbear to take steps to enforce the payment of all or any part of the Liabilities against Debtor; (d) to release or compromise any liability of Guarantor hereunder or any liability of any other party or parties primarily or secondarily liable for any of the liabilities, except that PWI shall not release the Debtor from any liability without releasing Guarantor; (e) to resort to Guarantor for payment of any of the Liabilities, whether or not PWI shall have restored to any property or shall have proceeded against any other guarantor or any other party primarily or secondarily liable on any other Liabilities; (f) to modify (but not release Debtor) or otherwise change the term or alter any of the Liabilities; including but not limited to, changing the rate of interest thereon or

affecting any extension, renewal, release, compromise of settlement with respect thereto (but not otherwise materially modify, change or alter the same); (g) to forbear from calling for additional Collateral, to consent to the substitution or release of all or any part of the collateral, whether or not the same or different character or value than the Collateral surrendered by PWI; (h) to release or to forbear to proceed against all or any part of the collateral or to substitute any new security for any existing Collateral; (i) in the event of the nonpayment when due, whether by acceleration or otherwise, of any of the Liabilities, or in the event of default in the performance of any obligation comprised in the Collateral, to realize on the Collateral or any part thereof, as a whole or in such parcels or subdivided interest as PWI may elect, at any public or private sale or sales, for cash or no credit, or for future delivery, without demand, without advertisement of the time, or place of sale or any adjournment thereof, or by foreclosure or otherwise, or to forebear from realizing thereon, all as PWI in its sole and absolute discretion may deem reasonably proper, such powers to be exercised only to the extent permitted by law; (j) to permit Debtor to assign, convey or transfer its economic interest in the Collateral, or to convey a mortgage lien in the Collateral to third parties as security for loans made to parties in which Debtor has an interest. The obligations of Guarantor hereunder shall not be released, discharged, or affected in any way, nor shall Guarantor have any recourse against PWI, by reasons of any action which PWI may take or omit to take under these powers or otherwise existing with respect to the Liabilities or the Collateral unless PWI's actions or omissions constitute gross negligence, bad faith or willful Misconduct. This Guaranty constitutes a guaranty of payment when due and not merely of collection, and the Guarantor specifically agrees that it shall not be necessary or required that any Secured Party exercise any right, assert any claim or demand or enforce any remedy whatsoever against the Borrower or any other Obligor (or any other Person) before or as a condition to the obligations of the Guarantor hereunder.

5. General Provisions. This Guaranty shall be binding upon Guarantor, and upon his heirs, personal representatives, successors and assigns. PWI may, without notice of any kind sell, assign or transfer all or any of the Liabilities and in such event, each and every immediate and successor assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty by suit or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but PWI shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of PWI as to so much of the Liabilities as it has not sold, assigned or transferred. No delay on the part of PWI in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by PWI of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of PWI permitted hereunder shall in any way impair or affect this Guaranty. This Guaranty has been delivered to PWI, and shall be governed and construed according to the laws of the State of California. In the event any suit or other proceeding is necessitated in order to enforce payment of this Guaranty, Guarantor unconditionally consents to the jurisdiction of the state court of Los Angeles County, California. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under application law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalid without invalidating the remainder of such provision for the remaining provisions of this Guaranty. Any notice of demand to be given hereunder shall be effectively given if made in writing, delivered to Guarantor or to any officer of PWI, or mailed by certified mail, postage prepaid, to any of the parties at the below referenced addresses, or at such other address as any party may furnish to the other in writing from time to time. The Guarantor, at the time of executing this Guaranty, is over the age of 18 years and is of sound mind, memory and understanding and not under any restraint or in any respect incompetent to enter into this Guaranty.

Debtor (Dealer) Name: _____

Debtor (Dealer) Address: _____

Signature of Guarantor: _____

Guarantor Name: _____

Guarantor Home Address: _____

Guarantor Drivers License State: _____ DL Number: _____

Guarantor Social Security Number: _____

Guarantor Home Telephone Number: _____

Signed and delivered as of the _____ day of _____, 20_____

Notice to PWI:
PWI INC.
10435 Santa Monica Blvd.
Los Angeles, CA 90025
Attn: Credit Department