2137 Knapp Street, Brooklyn, NY 11229
Main Phone (917) 747-2638

CELLIFY, LLC

# Partner Application & Agreement

Complete every section and sign in two places.
Fields marked * are required.

## PRINCIPAL OFFICERS

**Steven Ranna** · President · steve@cellify.us · (718) 934-2191

**Edward Garcia** · Director · sales@cellify.us

> Payments are due **immediately upon receipt of invoice**, by ACH wire only.

## REMIT TO

Cellify, LLC
2137 Knapp Street
Brooklyn, NY 11229

## NEW PARTNER QUESTIONNAIRE

ALL SEVEN REQUIRED

Are you currently participating in any auctions? If yes, please list them.

Which device manufacturers will you be targeting?

Expected weekly device volume via auctions?

What is the price range of the devices you purchase?

Which bank will you use to make payments, and in which country?

Exact company name on that bank account *

Is this a business account held in the company's name? * ◯ Yes ◯ No

## FEE STRUCTURE & PAYMENT POLICY

FOR REFERENCE — NOTHING TO FILL IN

| | |
|---|---|
| **FEE PER UNIT** | 3% per unit, or a maximum of $9 per unit — whichever is lower. Early-pay discounts may be applied. |
| **DEPOSIT** | $5,000 held on account for the duration of auction participation, fully refundable when the account closes. |
| **INVOICE TERMS** | Due within 48 hours. Late payments add 1% per invoice for each week outstanding. |
| **PAYING US** | Business accounts only — payments from personal accounts will not be applied. |
| **SHIPPING** | Paid by the customer. |

# COMPANY INFORMATION

SECTION 1

COMPANY NAME *

DBA

PHYSICAL ADDRESS * — no P.O. boxes

CITY / STATE / ZIP

COUNTRY

PHONE *

EMAIL *

FEDERAL TAX ID *

TYPE OF BUSINESS

IN BUSINESS SINCE

## LEGAL STRUCTURE

◯ Corporation ◯ LLC ◯ Partnership ◯ Proprietorship

STATE OF INCORPORATION OR REGISTRATION

D&B NO. — optional

Has the company ever filed for bankruptcy? ◯ No ◯ Yes

IF YES — DATE

IF YES — WHERE

## OWNERS, MANAGERS & OFFICERS

NAME & TITLE

PHONE

EMAIL

NAME & TITLE

PHONE

EMAIL

# SHIPPING, BANKING & REFERENCES

SECTION 2

## SHIPPING & INVOICING

SHIPPING ADDRESS *

SHIPPING CONTACT NAME

CITY / STATE / ZIP

COUNTRY

PHONE

EMAIL FOR INVOICES *

Do you require shipping insurance? ◯ Yes ◯ No

If this is left blank, shipments will be sent with no insurance coverage.

CARRIER ACCOUNT NO. — optional

Provide a carrier account (e.g. FedEx, UPS, DHL) to bill shipments directly to your own account.

## BANK INFORMATION

Payment is accepted only from a valid business account in the company's name.

BANK NAME *

TYPE OF ACCOUNT

ACCOUNT NO.

BANK ADDRESS

CITY / STATE / ZIP

COUNTRY

BANK CONTACT

PHONE

EMAIL

## BUSINESS & TRADE REFERENCES

REFERENCE 1

BUSINESS NAME & CONTACT

ADDRESS

PHONE

EMAIL

REFERENCE 2

BUSINESS NAME & CONTACT

ADDRESS

PHONE

EMAIL

# TERMS & SIGNATURE



The undersigned ("Company") represents and warrants the above information to be true and accurate and an accurate and complete statement of Company's financial condition. Company hereby makes this partner / payment application to Cellify, LLC. Company agrees to be bound by all of the terms and conditions contained in this Agreement, any documents referenced in this Agreement or any supplements. No terms or conditions different from the terms and conditions herein will become part of any sales agreement, contract, purchase order or any other document, unless specifically approved, in writing, by CELLIFY, LLC. By this Application and Agreement, Company requests that an account be opened in the name of the Company and agrees to be unconditionally liable for all charges to the account. Company's signature constitutes Company's acceptance of the terms and conditions contained herein and agreement for business credit.

1. Company acknowledges that Company is furnishing the information requested herein, including Company's financial statement, for the purpose of procuring products from time to time with Cellify, LLC. Company authorizes Cellify, LLC to obtain credit and financial information concerning Company at any time and from any source. In addition, Company authorizes Cellify, LLC. to contact the credit references listed herein and hereby grants permission to those references to release information about Company's credit history.

2. Company agrees to pay any and all charges, fees and costs which Company or any authorized person incurs on the Company's account upon receipt of invoice by ACH Wire.

3. Cellify, LLC is not a lending institution, and this is not a revolving account. Company promises to pay its account immediately upon receipt of invoice. Company agrees that if Cellify is not paid on time, in accordance with Company's terms, Company shall pay for all costs and expenses incurred by Cellify, LLC in connection herewith. Company agrees to pay all attorneys' fees, costs, collection agency costs/fees and expenses incurred by Cellify, LLC relating to this Agreement and/or for any default hereunder.

4. Acceptance by Cellify of less than full payment of any amounts due from Company shall not be construed as a waiver of its rights hereunder or at law. Payments received by Cellify, LLC may be applied to such portion(s) of Company's unpaid account balance as deemed appropriate.

5. The undersigned consent(s) to Cellify, LLC use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by the above Partner Application. The undersigned authorizes Cellify, LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the Partner agreement. Company, Company's agents/principals and guarantor(s) authorize Cellify, LLC, at any time, to inquire into and obtain from any bank, lending institution, credit reporting agency or other reference, whether or not listed in the above Partner Agreement, any and all information relating to Company's credit worthiness or financial condition and/or Company's principals'/agents' personal credit worthiness or financial condition and/or guarantor's personal credit worthiness or financial condition. The undersigned knowingly consent(s) to the use of such credit report/information consistent with the Federal Fair Credit Reporting Act (15 U.S.C. §1681 et seq.). Company understands that Cellify, LLC may report Company's performance under this Account Agreement to credit reporting agencies or other authorized entities, including but not limited to Dun & Bradstreet and CompuNet Credit Services. Company agrees to release, indemnify and hold harmless Cellify, LLC and its employees or agents for any and all liability or claims resulting from this periodic credit inquiry or reporting effort.

6. Company understands and acknowledges that the rights granted to Cellify, LLC hereunder are transferrable and assignable between the individual affiliates, divisions and subsidiaries of Cellify, LLC. Furthermore, from time to time subsequent to the date hereof, additional affiliates, divisions or subsidiaries of Cellify may and shall become a party hereto and will not require the consent of Company. Each Additional Subsidiary shall become a party hereunder with the same force and effect as if originally named as a subsidiary herein.

7. This Agreement embodies the entire Agreements of the Parties. Should a court of competent jurisdiction find any clause in this Application and Agreement to be void, that clause shall be severed with all other provisions remaining intact and enforceable. No promise, representation or agreement made subsequent to the execution and delivery hereof, by either Party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all Parties hereto, or by their duly authorized agents.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THAT THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH PENNSYLVANIA AVENUE, NW, WASHINGTON D.C. 20580.

By signing here, the undersigned warrants the above Application and Agreement has been carefully read and that the Company understands the same. The undersigned executes this Agreement on behalf of the Company, in the capacity indicated, and acknowledges that he/she has the legal authority to act in such capacity and legally bind the Company.

## SIGNATURE

By signing, the undersigned warrants that the information in this application is true and complete, has read and understands the Terms & Conditions above, and has authority to bind the Company.

**SIGNATURE OF AUTHORIZED INDIVIDUAL**

**PRINTED NAME**

**TITLE**

**DATE**