

TELE-COMMUNICATION, INC.

2075 East Governors Circle • Houston, TX 77092 (USA)

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CONFIDENTIAL CREDIT APPLICATION and AGREEMENT

Below is a copy of the Seller's Gramm-Leach-Bliley Act Notification as to certain privacy rights. Additional copies of the Seller's privacy policy can be obtained from the Seller. If the Applicant is an individual or is a partnership, the individuals and partners may have the right to prohibit the Seller from providing Information (as defined in the Notification) from being shared with affiliates of the Seller. In order to prohibit such sharing of Information, the individuals or partners need only write to the Seller requesting such non-disclosure.

**GRAMM-LEACH-BLILEY ACT NOTIFICATION
THIS NOTICE IS FOR YOUR INFORMATION
NO RESPONSE IS REQUIRED
Privacy Notice to Our Customers**

Tele-Communication, Inc. and each member of our family of companies and subsidiaries (our "Affiliates") strongly believe in protecting the confidentiality and security of the information that we collect about our customers. This notice refers to Tele-Communication, Inc.. by using the terms "us," "we," or "our." This Notice describes our privacy policy and describes how we treat the information we receive (the "Information") about our customers.

Why we collect and how we use Information: We collect and use Information for business purposes with respect to the extension of credit and other business relationships involving you. These business purposes include evaluating a request for the extension of credit, the request for doing business with us involving products or services, administering our products or services and processing transactions requested by you. We may also use the Information to offer you other products or services we provide, and to generally evaluate our business relationships with you.

Why we collect Information: We get most Information directly from you. The Information that you give us when applying for credit or making purchases generally provides the Information we need. If we need to verify Information or need additional Information, we may obtain Information from third parties such as mercantile commercial credit reporting agencies, (if appropriate) consumer credit reporting agencies and other sources permitted by the Fair Credit Reporting Act. Information collected may relate to your finances, business activities, credit history and other financial characteristics as well as transactions with us or with others, including our affiliates.

How we protect Information: We treat Information in a confidential matter. Our employees are required to protect the confidentiality of Information. Employees may access Information only when there is an appropriate reason to do so, such as to administer or offer our products or services, including the extension of credit to you. We also maintain physical, electronic and procedural safeguards to protect Information; these safeguards comply with applicable laws. Employees are required to comply with our established policies.

Information Disclosure: We may disclose any Information when we believe it necessary for the conduct of our business, or where disclosure is required by law. For example, Information may be disclosed to others to enable them to provide business services for us, such as helping us to evaluate requests for credit extension by you, performing general administrative activities for us and assisting us in processing a transaction requested by you. Information may also be disclosed for auditor research purposes; or to law enforcement and regulatory agencies, for example, to help us prevent fraud. Information may be disclosed to affiliates, as well as to others that are outside of Tele-Communication, Inc., such as companies that process data for us, companies that provide general administrative services for us, commercial credit reporting agencies and (if appropriate) consumer reporting agencies. We may make other disclosures of Information as permitted by law. Information may also be shared with our affiliates so that they may offer you products or services consistent with your business needs.

Access to and correction of Information: Generally, upon your written request, we will make available Information for your review. Information collected in connection with, or anticipation of, any claim or legal proceeding will not be made available. If you notify us that the Information is incorrect, we will review it. If we agree, we will correct our records. If you do not agree, you may submit a short statement of dispute, which we will include in any future disclosure of Information.

Further Information: In addition to any other privacy notice we may provide, the recently enacted Gramm Leach-Bliley Act (the Financial Services Modernization Act) passed by Congress established new privacy standards, and requires us to provide this summary of our privacy policy to you once each year. You may have additional rights under other applicable laws such as the Equal Credit Opportunity Act and the Fair Credit Reporting Act. For additional information regarding our privacy policy, please contact us at Tele-Communication, Inc 7100 Old Katy Rd. Building A Houston, TX 77024.

Consumer credit Information: You have the right to prohibit Information contained in any file with a credit reporting agency from being used in any credit or insurance transaction that you did not initiate. To exercise that right, you may write to the following credit bureaus: Experian Credit Marketing, P.O. Box 919, Allen, Texas 75013; Equifax Options, P.O. Box 740123, Atlanta, Georgia 30374-0123; and TransUnion Name Removal Opt-Out Request, P.O. Box 97328, Jackson, Mississippi 39288. This only applies to consumer credit information as defined in the Fair Credit Reporting Act.

PLEASE PRINT OR TYPE

COMPANY NAME _____
TRADING AS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE (_____) _____ FAX (_____) _____
PURCHASING AGENT (Contact) _____
IF AFFILIATE or SUBSIDIARY, INDICATE PARENT COMPANY _____
MAIL INVOICE TO: _____
FEDERAL ID # _____ LENGTH OF TIME IN BUSINESS _____
HOW DID YOU HEAR ABOUT US? _____

TCI

ORGANIZATION FORM

- Sole Proprietor
- Partnership
- LTD. Partnership
State: _____
- Corporation
State: _____

Salesperson _____
Credit Line Required _____

OFFICERS

PRESIDENT _____
VICE PRESIDENT _____
CONTROLLER _____
REGISTERED AGENT _____

ANNUAL SALES VOLUME

\$ _____

GENERAL INFORMATION

Number of Employees _____
Average Accounts Payable
Aging _____
Are Purchase Orders Used?
 Yes No

PRINCIPAL

HOME ADDRESS _____
CITY _____ STATE _____ ZIP _____
SOCIAL SECURITY NO. _____ HOME PHONE (_____) _____
BUSINESS OPERATED FROM: Home Commercial Building Own Rent
NAME OF LANDLORD OR MORTGAGE HOLDER _____

BANK REFERENCE (Full address and phone number must be entered)

BANK _____ ACCOUNT # _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
BANK OFFICER'S NAME _____
PHONE (_____) _____ FAX (_____) _____

ACCOUNT TYPE

- Checking
- Savings
- Other _____

TRADE REFERENCES (Full addresses and phone numbers must be entered)

1. NAME _____ TYPE OF BUSINESS _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
ACCT# _____ PHONE (_____) _____ FAX (_____) _____ PAYMENT TERMS _____
2. NAME _____ TYPE OF BUSINESS _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
ACCT# _____ PHONE (_____) _____ FAX (_____) _____ PAYMENT TERMS _____
3. NAME _____ TYPE OF BUSINESS _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
ACCT# _____ PHONE (_____) _____ FAX (_____) _____ PAYMENT TERMS _____
DUN & BRADSTREET ACCOUNT # _____ RATING _____ DATE OF RATING _____

PERSONAL GUARANTY

I, _____ residing at _____,
for and in consideration of your extending credit at my request to _____
(Name of Company)
(hereinafter referred to as the "Company"), of which I am _____,
(Title)
personally guarantee to you the payment at _____ in the
(City)
State of _____ of any obligation of the Company and I hereby agree to bind
myself to pay you on demand any sum which may become due to you by the Company whenever the
Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable
guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-
payment and notice thereof and consent to any modification or renewal of the credit
agreement hereby guaranteed.

SIGNATURE _____

WITNESS: _____

ADDRESS: _____

TAX EXEMPTION CERTIFICATION

I HEREBY CERTIFY, that (NAME AS IT APPEARS ON THE CERTIFICATE)
_____ holds a valid Exemption Certificate,
Reseller's Permit No. _____, for the State of _____
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 TCI
will be resold by me in the form of tangible personal property, PROVIDED, however, that in the event
any 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, at the time the property is so used.
Description of products to be purchased: _____

DATE _____ **SIGNATURE** _____ **TITLE** _____

Please attach a copy of your valid Resale Sales Tax Certificate.

STANDARD TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS: The entire sales agreement between Tele-Communication, Inc. (hereinafter referred to as "TCI"), and the Applicant may comprise more than one document, including, but not limited to, this Dealer Application and Agreement, any credit authorization letter, Purchase Order(s) (written or verbal), Invoice(s), and/or Packing Slip(s) (the "Agreement"). A hard copy of your Purchase Order MUST accompany your initial order. Acceptance by Applicant of goods from TCI constitutes reconfirmation by Applicant of all terms, conditions, representations and warranties contained in the Agreement. No right that TCI has regarding the Agreement may be waived or modified except by TCI in writing.

STANDARD TERMS AND CONDITIONS (continued)

2. REPRESENTATIONS and WARRANTIES: To induce TCI to enter into the Agreement and to continue to sell TCI's products to Applicant, Applicant hereby represents and warrants all the information provided in this Application is true and accurate; that it is solvent; that it pays its obligations as they come due; and that its liabilities do not exceed its assets. All representations and warranties in this Application shall be deemed to be repeated in each Purchase Order issued by Applicant (whether written or verbal), and is incorporated therein by reference. Said representations and warranties shall be effectively remade each time a purchase obligation is undertaken unless Applicant notifies TCI in writing to the contrary.

3. TERMS OF PAYMENT: Terms of payment shall be provided in writing from TCI to Applicant. Calculations shall be from the invoice date supplied on the Invoice TCI provides the Applicant.

4. PURCHASE MONEY SECURITY INTEREST: Until Applicant fully satisfies all its obligations to TCI under the Agreement, TCI retains and Applicant hereby grants to TCI a purchase money security interest in all TCI goods heretofore or hereafter sold by TCI to Applicant, as well as proceeds therefrom. Applicant shall execute and file such financing statements as TCI shall reasonably request. Applicant represents and warrants that no other liens or secured interests exist in said goods, or the proceeds therefrom. If such liens or secured interests do exist, Applicant will provide TCI with written notice of the same.

5. BREACH or DEFAULT: In the event Applicant breaches the Agreement or defaults in satisfying any of its obligations under the Agreement, including making payments to TCI when due, Applicant shall pay all costs of collection or other enforcement of the Agreement, including attorneys' fees, court costs and any other fees incidental thereto. Applicant shall also pay TCI interest at the rate of one and one-half percent (1.5%) per month which shall begin accruing on the date of the default on any balance due to TCI. Applicant need not be notified of a default and hereby waives any notice of default from TCI. Furthermore Applicant hereby specifically waives choice of venue and agrees to litigate any dispute with TCI regarding the Agreement in any Federal Court in the State of Texas or State Court in Harris County, Texas. Applicant consents to personal jurisdiction in the State of Texas. In addition to the remedies provided herein, TCI shall be entitled to all other remedies provided under the Uniform Commercial Code.

6. COMPLIANCE with LAWS and REGULATIONS: Applicant shall at all times comply with all applicable federal, state and local laws, rules and regulations.

7. RETURN MERCHANDISE AUTHORIZATION: Per TCI existing RMA Policies/Procedures, Applicants desiring to return products must first obtain an RMA number from TCI. TCI will repair or replace the returned merchandise only in accordance with the terms of TCI'S RMA Policies/Procedures and applicable warranty provisions. Under no circumstances shall TCI provide a cash refund. If repair or replacement is not appropriate, TCI will issue a credit memo to be used for future purchase from TCI.

8. NOTICES: All notices required under this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid to: Credit Manager, 2909 Hillcroft, Suite 650 Houston, Texas 77057; and if to Applicant, to the name and address Applicant provided in Section A of this Application. TCI and Applicant shall be responsible for notifying each other of any change of address.

CREDIT INFORMATION AUTHORIZATION RELEASE

The confidential information contained herein is for the purpose of obtaining merchandise from TCI. The information disclosed herein is true, accurate and can be relied upon by TCI. Applicant hereby authorizes the release of credit and other financial information, including banking information, whether verbal or written, from the entities Applicant has specified in this Application to TCI.

***** AGREEMENT TO ALL SECTIONS OF APPLICATION (SIGNATURE REQUIRED) *****

The undersigned has read and understood all sections of this Application and has completed all sections of this Application with information that is true and accurate. The undersigned hereby represents and warrants that he/she has full authority to enter into and perform the Agreement in accordance with its terms and that he/she is duly empowered to bind the Applicant hereunder.

I understand that TCI is relying upon the information that I supplied in this Application and in any accompanying documents, in order to do business with, and issue credit to, the Applicant. I understand TCI will retain this Application whether or not it is approved. TCI will consider this Application as a continuing statement of the Applicant's financial condition. If any change occurs in the financial condition as stated herein and/or in the accompanying documents, Applicant shall promptly notify TCI of such change.

SIGNATURE _____ **TITLE** _____ **DATE** _____

Please enclose a copy of your company's latest FINANCIAL STATEMENTS.