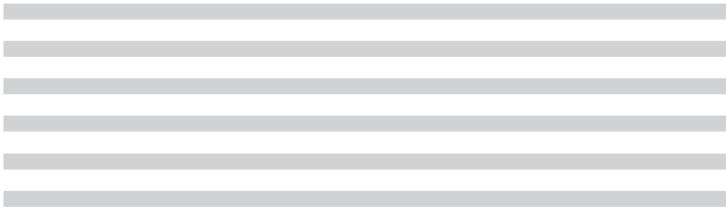


Account Profile: Credit Application and Agreement



Company

Legal Entity Name:

State of Incorporation:

DBA/Assumed Name (if applicable):

Address:

City:

State:

County:

Zip:

Country:

Phone No:

No. of years at this address:

Fax No:

E-mail:

Business Entity Type

Check One: Corporation Limited Liability Company (LLC) Individual/Sole Proprietor Partnership Non-profit Corp.

Federal I.D.#

Ownership

Name of Principal:

Title:

Home Phone:

Social Security Number:

Home Address:

Name of Principal:

Title:

Home Phone:

Social Security Number:

Home Address:

Please use separate sheet to list all additional principals

Profile

Check One: Hearing Aid Specialist Audiologist Medical Specialist Other, specify:

License Number: Date of License:

Number of years in the hearing industry:

Have you previously had an account with MicroTech? Yes No If yes, Account Number:

Accounting Contact: Phone:

Services Requested:

Purchase Order Numbers Required: Individual PO# Attach Blanket PO#

Special Instructions:

Sub Offices:

Agreement

This Agreement is made between the Company and the individual owner(s), each identified on the previous page (individually and collectively, the "Customer"), and MicroTech, including its divisions and subsidiaries (collectively "MicroTech"). This Agreement will be effective upon acceptance by MicroTech, which acceptance shall be evidenced by MicroTech's sale of products to Customer. Customer agrees that if MicroTech accepts this Agreement, MicroTech is extending credit to Customer for a business purpose and such credit is not being extended for personal, family or household purposes.

Customer, individually on behalf of him/herself and on behalf of the Company, certifies that the information provided to MicroTech on the previous page is accurate and complete. Customer understands and agrees to the Terms and Conditions of sales on the back of this page. Customer authorizes MicroTech to contact any source necessary to determine credit and financial responsibility. Customer agrees to notify MicroTech immediately, in writing, of any change in the information on the previous page provided to MicroTech, including without limitation, (i) changes in the name of the Company; (ii) changes in the ownership of the Company; (iii) changes in the address of the Customer; or (iv) the addition of any new legal entity, which entity, if accepted by MicroTech, shall be required to sign this Agreement. Customer understands and agrees that Customer is transacting business in the State of Minnesota by making credit purchases from MicroTech pursuant to this Agreement.

AUTHORIZATION: CUSTOMER AUTHORIZES MICROTECH TO OBTAIN A CREDIT REPORT FROM ANY REPORTING AGENCY FOR THE PURPOSE OF DETERMINING THE CREDIT AND FINANCIAL STATUS OF CUSTOMER, HISTORY AND RESPONSIBILITY, AND TO ASSIST MICROTECH IN ANY MANNER IN MAKING THE DECISION TO GRANT OR DENY CREDIT TO CUSTOMER.

THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE OR OTHER ELECTRONIC TRANSMISSION AND SIGNATURES PROVIDED IN ANY NUMBER OF COUNTERPARTS. BY SIGNING BELOW, EACH OF THE UNDERSIGNED AGREE TO THE FOREGOING AND ACCEPT THE TERMS AND CONDITIONS ON THE BACK OF THIS PAGE.

Date _____, 20_____

COMPANY:

_____ (print company name)
By: _____ (signature)
Name: _____ (print)
Title: _____ (print)

OWNER(S)/INDIVIDUAL(S):

_____ (signature)
Name: _____ (print)
_____ (signature)
Name: _____ (print)

Personal Guarantee

In consideration of MicroTech extending credit to Customer pursuant to the foregoing Agreement and the Terms and Conditions on the back of this page, each of the undersigned unconditionally, absolutely, irrevocably and personally guarantees to MicroTech the full payment and performance when due, by acceleration or otherwise, of all debts, obligations and liabilities of Customer to MicroTech, whether now or hereafter existing, direct or indirect, joint or several, or absolute or contingent, including without limitation, reimbursement for all costs and attorneys' fees incurred by MicroTech to enforce this Guarantee. Each of the undersigned agrees that the credit extended by MicroTech to the Customer is adequate and sufficient legal consideration. Each of the undersigned agrees this is a continuing, absolute and unconditional guarantee of payment for all indebtedness of the Customer to MicroTech, not a guarantee of collection. Each of the undersigned waives any requirement for MicroTech to first exhaust all remedies against the Customer and waives all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of, and reliance on, this guarantee. Each of the undersigned further waives all (i) notices of the existence, creation or incurring of new or additional indebtedness by the Customer, (ii) notices of nonpayment or default, (iii) notices of any proceedings to collect from Customer, or any other guarantor of all or any part of obligations of the Customer, (iv) notices of exchange, sale, surrender or other handling of collateral given to MicroTech to secure payment of Customer obligations, and (v) defenses based on suretyship or impairment of collateral. Each of the undersigned agrees this guarantee will not be released, discharged, affected, modified or impaired by any event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, including without limitation any modification or renewal of the Credit Application and Agreement. EACH OF THE UNDERSIGNED (I) AGREES THAT THIS GUARANTEE WILL BE ENFORCED IN ACCORDANCE WITH MINNESOTA LAW WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, (II) CONSENTS TO JURISDICTION OF ANY COURT SITUATED IN MINNESOTA, AND (III) WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS GUARANTEE.

Date: _____	Signature: _____	Print Name: _____
Date: _____	Signature: _____	Print Name: _____

Terms and Conditions of Sale

TERMS OF PAYMENT

- **PAYMENTS** — Payment for all purchases of products and services from MicroTech is due 30 days from the invoice date.
- **FINANCE CHARGES** — A FINANCE CHARGE will be imposed on invoices that remain unpaid after 30 days from the invoice date. The applicable annual percentage rate shall be the maximum permitted by state law.
- **ADJUSTMENTS** — Customer should examine each invoice carefully upon receipt. Customer must advise MicroTech's Administrative Services Department in writing (please include account number) of any disputed entries, transactions or invoices within 30 days of the invoice date, and provide a written explanation of the reasons for Customer's dispute. Customer must also advise MicroTech in writing of any allegedly defective products supplied by MicroTech within 30 days of the invoice date, and provide a written basis for the claim. Customer waives all billing error and defective product claims if Customer does not comply with the above requirements. In the event of any such dispute or claim, Customer must pay all undisputed amounts within 30 days of the invoice date.

CHECKS

In order to ensure proper credit to Customer's account, MicroTech asks Customer to reference their MicroTech account number on the face of each check along with a list of the invoices paid and credits used by that check. If no remittance information is provided, MicroTech reserves the right to apply the payment to the earliest purchases.

RETURN PRIVILEGE

Unless stated otherwise on the invoice, all MicroTech hearing instruments may be returned for full credit to the Customer account within 60 days of the invoice date. In addition, MicroTech hereby grants Customer an additional 30 day grace period for a total return period of 90 days from the invoice date. Notwithstanding this Return Privilege, Customer is still required to pay for purchased products and services pursuant to the **Terms of Payment**.

REFUNDS

Refunds will be credited to the Customer account. Credit for salvage goods will be applied to future purchases. Other credit balances will be paid to Customer upon request.

DEFAULT AND REMEDIES

Customer will be in breach and default of this Agreement if any one of the following events occurs: (1) Customer fails to pay any obligations owing to MicroTech when due or demanded, including without limitation, failure to pay for products or services per the Terms of Payment set forth above; (2) the owner(s) of the Company sell, transfer or assign 51% or more of the shares or stock of the Company to a third party without MicroTech's written consent; or (3) Customer (i) becomes insolvent, (ii) generally fails to pay its/his/her debts as they become due, (iii) applies for, consents or acquiesces in the appointment of a receiver, trustee or other custodian for any of its/his/her property, or (iv) there is filed by or against Customer any case petition, proceeding or other action under any existing or future bankruptcy, insolvency, reorganization, liquidation or readjustment of debt law or any similar existing or future law. If a default described in clause 3(iv) above occurs, all obligations owing by Customer to MicroTech shall be immediately due and payable. If Customer is in breach or default under any other provision, MicroTech may, in its discretion, (i) change the Terms of Payment, (ii) demand immediate payment of all obligations owing by Customer to MicroTech, including without limitation the total amount due on all outstanding Customer invoices, (iii) commence an arbitration case pursuant to American Arbitration Association ("AAA") rules or a court action to recover all amounts described above, and/or (iv) enforce all rights and remedies under any applicable law. MicroTech is entitled to recover all costs incurred in connection with enforcing any of its rights under this Agreement, including without limitation, attorneys' fees. No failure or delay by MicroTech to enforce its rights will be deemed a waiver to enforce its legal and/or equitable rights at a later time, and will not relieve Customer of its/his/her obligations under this Agreement. At its election, MicroTech may commence either the arbitration case or the court action and it shall be conducted in Minnesota. An arbitration award, judgment or court order in Minnesota shall be enforceable in any other competent court. MicroTech, at its option, may dismiss an arbitration proceeding and seek a judicial remedy if the arbitrator(s) fail to strictly adhere to the terms of this Agreement or to the AAA rules. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS. CUSTOMER (I) AGREES THAT THIS AGREEMENT WILL BE ENFORCED IN ACCORDANCE WITH MINNESOTA LAW WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, (II) CONSENTS TO JURISDICTION OF ANY COURT SITUATED IN MINNESOTA, AND (III) WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.**

ENFORCEABILITY

In the event that any term or condition of this Agreement appears to be missing or is ambiguous or unenforceable, this Agreement shall be construed so that a reasonable and enforceable term is implied rather than finding this Agreement to be invalid.

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided 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 is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington D.C. 20580.

Terms Subject to Change Without Notice

MicroTech, 6425 Flying Cloud Drive, Eden Prairie, Minnesota 55344 800-745-4327