



7999 Knue Road, Suite 200 • Indianapolis, IN 46250 • ph: 800.627.2271 • fax: 317.849.9208

Dear C-Band Programming Dealer,

The Management of NPS, LLC welcomes your interest in becoming a C-Band Programming Dealer with our Company. NPS was created in April 1986 to offer an easy access method for satellite dealers to market and sell C-Band entertainment. From signal encryption in 1986, through the launch of 4DTV in 1997, to the present day, NPS has always been there to help the C-Band dealers and support the C-Band industry and market.

NPS is committed to excellence in dealer service and support. NPS leads the TVRO programming and packaging industry with a number of firsts including:

- First with Pic-a-Pak Retail Customer Program
- First with Auto Renewal Commissions
- First with Online Internet Direct Access
- First with Line Item Commission
- First with Open Account Dealer Billing
- First with Dealer's Name on the Renewal Notice
- First with Instant Dealer Sales and Renewal Commissions

NPS makes ordering satellite entertainment easy, 7 days a week, through our toll free number (800) 627-2271. Dedicated customer service representatives are available to help you process your daily activations or renewals from 8 a.m. to 10 p.m. (EST) Monday through Saturday, and from 10 a.m. to 10 p.m. (EST) on Sundays. If you elect to become an NPS Online Dealer, you will be able to instantly access your own customer accounts, enter sales, perform renewals and reauthorizations and much, much more.

For a more in-depth view of the benefits National Programming Service affords our programming dealers, contact our Dealer Account Managers toll free at (800) 627-2271. Dealer Account Managers are available Monday through Saturday from 8 a.m. to 5 p.m. (EST). Messages left after 5 p.m. or on Sunday are returned the next business day.

To start the application process simply print out the New Satellite Dealer Application/Guarantee/Agreement and the letter which gives NPS permission to check your financial and trade references. To expedite the process please fill out the forms completely and FAX a copy to (317) 849-9208. Then mail the signed originals to NPS at the address shown on the application. Applications can be processed in as little as 24 hours.

Jon Pardieck
President and CFO
NPS, LLC

New Satellite Dealer Application/Guarantee/Agreement

Complete this form and return to: 7999 Knue Road, Suite 200, Indianapolis, IN 46250

COMPANY INFORMATION Full Legal Name _____ Date _____

Trade Name _____

Company Address _____ Suite _____

City _____ State _____ Zip Code _____

Company Phone (_____) _____ - _____ Company Fax (_____) _____ - _____

E-mail Address _____ Web Site Address _____

BUSINESS TYPE Corporation _____ Partnership _____ Proprietorship _____ How long in business _____ yrs _____ mos

Federal Tax ID # _____ Number of Locations _____

(Sole proprietorships may use individual's Social Security #)

NAMES OF OWNERS OR OFFICERS

① Name _____ Title _____ SS# _____

Home Address _____ City _____ State _____ Zip _____

Phone (_____) _____ - _____ Email _____

② Name _____ Title _____ SS# _____

Home Address _____ City _____ State _____ Zip _____

Phone (_____) _____ - _____ Email _____

③ Name _____ Title _____ SS# _____

Home Address _____ City _____ State _____ Zip _____

Phone (_____) _____ - _____ Email _____

REFERENCES

BANK REFERENCE

Fax (_____) _____ - _____

Bank Name _____ Phone (_____) _____ - _____

City _____ State _____ Zip Code _____

Contact Name _____ Account # _____

TRADE REFERENCES *A minimum of three references required – please include complete name, street address zip and phone number*

① Name _____ Phone (_____) _____ - _____

Address _____ City _____ State _____ Zip Code _____

Email _____ Account # _____ Fax (_____) _____ - _____

② Name _____ Phone (_____) _____ - _____

Address _____ City _____ State _____ Zip Code _____

Email _____ Account # _____ Fax (_____) _____ - _____

③ Name _____ Phone (_____) _____ - _____

Address _____ City _____ State _____ Zip Code _____

Email _____ Account # _____ Fax (_____) _____ - _____

NPS SATELLITE DEALER AGREEMENT & GUARANTEE

This agreement is made as of the _____ day of _____, 20____ by and between National Programming Service, LLC ("NPS") and _____ ("Dealer") a corporation - partnership - sole proprietorship (circle one) formed under the laws of the state of _____.

1. Upon NPS's acceptance of this Agreement, Guarantee, and Dealer Application, NPS will establish and maintain an account for the Dealer at the NPS facility and issue a 4 digit security code which will enable the dealer to charge satellite television programming to its account.
2. NPS may sell satellite TV programming to the Dealer or do activations for the Dealer for certain satellite TV programmers which NPS has from time to time the rights to authorize or sell.
3. The Dealer agrees that NPS will **receive** payment by the date printed on the programming invoice. If NPS does not receive payment by that date, the programming will be automatically suspended and then terminated.
4. If a check is returned for "non-sufficient funds" or any other reason other than bank error, NPS will discontinue accepting the Dealer's checks and all further transactions must be via certified check, money order, wire transfer or cash.
5. The Dealer is responsible for the security of his 4 digit code issued by NPS. If unauthorized persons gain access to the Dealer's account number and code, charges could be made to the Dealer's account that NPS will not take responsibility for. Should the Dealer feel that his code has been compromised, the Dealer will call NPS immediately for a new security code.
6. NPS will credit the Dealer's account for commissions for all programming services that NPS has the right to sell that have pre-established commission rates. Commission rates shall be determined by NPS from time to time and are subject to change without notice. The Dealer will receive commission credits on accounts it originates in the NPS computer system. Commission programs are subject to change without notice.
7. Either NPS or the Dealer may terminate this Agreement at any time upon ten (10) days' written notice.
8. The Dealer shall indemnify and save NPS harmless from all loss, cost and expense, including attorneys' fees, incurred by NPS, as a result of any action or claim brought against NPS by any person or agency, including without implied limitation, a retail customer of the Dealer, arising out of the sale of satellite television programming to the Dealer. NPS may require the Dealer to assume the defense of any such action against NPS. The Dealer shall be responsible for all costs, expenses and attorneys' fees incurred by NPS in enforcing this provision.
9. Any violation of any provision of this Agreement by the Dealer will enable NPS to bring suit against the Dealer for injunctive relief and for its damages incurred as a result of the Dealer's breach. NPS shall be entitled to recover all court costs, attorneys' fees and other costs of collection that NPS may incur if required to refer collection to an attorney and/or collection by legal action.
10. If legal action becomes a necessary as a result of the Dealer's breach of any provision of this Agreement, the Dealer agrees that the venue of such action and laws applicable thereto shall lie in Marion County, State of Indiana, and the Dealer consents to and submits to jurisdiction in Marion County, State of Indiana.

ALL OF WHICH IS AGREED TO THIS _____ DAY OF _____, 20_____.

Company Name (Please Print) _____

BY: _____
Owner-Officer Signature _____ Title _____

GUARANTEE

WHEREAS, National Programming Service, LLC ("NPS") has entered an Agreement with the Dealer whereby NPS will sell satellite television programming ("the Programming") to the Dealer, which the Dealer will subsequently offer and sell to its customers.

NOW, THEREFORE, in consideration of and to induce NPS to sell the Programming to the Dealer, the undersigned for themselves and their heirs, representatives and assigns, jointly and severally, unconditionally guarantee the complete fulfillment of all obligations of the Dealer with respect to the Dealer's NPS Star Dealer Agreement with NPS and the Dealer's purchase of the Programming, and all indebtedness and obligations of the Dealer arising thereunder, whether heretofore or hereinafter incurred, including compromises, renewals, and extensions thereof, any of which may be made without notice to the undersigned. In the event of the Dealer's default or breach of any obligations owing to NPS, NPS shall not be bound to exhaust its recourse against the Dealer, or against any person or any security NPS may at any time have before being entitled to payment from the undersigned hereunder. The liability of the undersigned shall not be affected by any extension, renewal or the release, settlement, or compromise of or with any party liable to NPS, or the release or non-perfection of any security. Each of the undersigned Guarantors hereby waives notice of the acceptance of this Guarantee, and of presentment, demand and protest and notices of non-payment and dishonor, and any other demands and notices required by law and waives all setoffs and counterclaims. The obligation of each of the undersigned guarantors hereunder shall be joint and several and in addition to any other obligation that such guarantor may have with respect to any agreement between NPS and the Dealer. The undersigned agrees that this Guarantee and any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and in all other respects by the laws of the State of Indiana and further consents to jurisdiction and venue of any action to lie in Marion County, Indiana. This Guarantee shall bind the undersigned and their respective heirs, administrators, personal representatives, successors, trustees, agents and assigns and shall inure to the benefit of all of NPS's successors, agents and assigns.

Guarantor - Signature Social Security # _____ Date _____

Guarantor - Signature Social Security # _____ Date _____

Not Married : _____ (Please initial)

Accepted: _____

National Programming Service, LLC



Dear Applicant,

In order for National Programming Service, LLC (NPS) to process your application, it is required that you provide written permission for financial information to be released from your bank or credit union and/or trade references. Your signature(s) permit your financial institutions and trade references to release your history to NPS, LLC.

Company Name: _____.

Company Address: _____.

_____.

Company Phone #: _____.

Company Fax #: _____.

Names of Owner(s) and Officer(s)

_____.

_____.

Signatures of Owner(s) and Officer(s)

_____.

_____.

Thank you for your cooperation in this matter. You may fax a copy of this signed form to NPS, LLC to get the process started. However, we will require receipt of a hard copy with signatures via mail for our records.

NPS, LLC
7999 Knue Road, Suite 200
Attention: Dealer Account Manager
Indianapolis, IN 46250

Fax: (317) 849-9208