

DIRECTV CUSTOMER ACCOUNT AND EQUIPMENT TRANSFER FORM

Commercial and Lodging & Institutions

There are a lot of challenges associated with taking over a business. At DIRECTV, we want to give you one less thing to worry about. That's why we're ready to ensure that your television service continues uninterrupted during your transition. Please fill out and sign this form, so we can automatically transfer the current DIRECTV account into your name. We'll handle the rest, so you and your customers can continue enjoying the best in news, sports and entertainment.

NEW CUSTOMER INFORMATION

Business Name: _____

Physical address: _____

Street Address

City

State

ZIP

Phone number at physical location: () -

Email address: _____

Alternate billing address:

(if applicable)

Street Address

City

State

ZIP

Would you like to enroll in Auto Bill Pay?

YES

NO

Are you working with a DIRECTV Dealer?

(Please check one.)

YES

NO

If YES, whom?

Company Name

Date change of ownership: ____/____/____

MM/DD/YYYY

Would you like a new account? YES NO
(Please check one.)

Any programming changes? YES NO
(Please check one.)

Two contact phone numbers for new owner(s): () -
() -

To whose attention should we address the new bill? _____
First
Last

Does your company own the property or have a Lease agreement? OWN LEASE
(Please check one.)

Tax ID: _____

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THIS COMMERCIAL AND LODGING & INSTITUTIONS CUSTOMER ACCOUNT AND EQUIPMENT TRANSFER FORM (this "Transfer Form") relates to the DIRECTV COMMERCIAL OR LODGING AND INSTITUTIONS subscriber account(s) set forth below (the "DIRECTV Account(s)") established for the purpose of providing DIRECTV programming to the commercial business or lodging or institution establishment identified below (the "Business"), and is executed by the buyer of the Business ("Buyer") and/or the seller of the Business ("Seller"), each as set forth on the signature line below.

Seller is currently a DIRECTV customer with a commercial account or lodging and institutions account for the Business, and has recently sold the Business to Buyer pursuant to a separate agreement between Buyer and Seller (the "Sale"). In connection with the Sale, Seller sold all of its right, title and interest in and to the DIRECTV equipment used for the receipt of DIRECTV programming at the Business, including, but not limited to, the DIRECTV Receivers (collectively, the "DIRECTV Equipment"), and now Seller wishes to request that DIRECTV transfer Seller's DIRECTV Account(s) to Buyer, and Buyer wishes to assume all of the obligations of Seller under the DIRECTV Account(s), in each case effective as of the date this Transfer Form is accepted by DIRECTV, as set forth below (the "Effective Date"). To effectuate the transfer of the DIRECTV Account(s) and DIRECTV Equipment, the Buyer and Seller agree to the following:

Seller hereby sells, assigns, grants, transfers and conveys to Buyer all of Seller's right, title and interest in, to and arising out of the DIRECTV Account(s) and the DIRECTV Equipment on or after the Effective Date. Buyer hereby accepts the foregoing assignment and hereby assumes and agrees to perform and discharge all of the liabilities and obligations of Seller under any agreements entered into by Seller in connection with its receipt of DIRECTV programming at the Business and in connection with the DIRECTV Account(s) or DIRECTV Equipment (the "DIRECTV Agreements") accruing or attributable to the time prior to the Effective Date, or accruing or attributable to any time on or after the Effective Date. Buyer understands that it is responsible for any outstanding payment obligation of Seller for DIRECTV programming or DIRECTV Equipment provided prior to the Effective Date.

In connection with the transfer of the DIRECTV Account(s) and DIRECTV Equipment, all of Seller's DIRECTV programming order history and other account information will remain within the records of the DIRECTV Account(s) and, therefore, become available to Buyer for Buyer's review. Such account information, to the extent owned by Seller, will no longer be owned by Seller, but is transferred to Buyer. Seller hereby waives any requirement that DIRECTV protect, secure or otherwise maintain the confidentiality of the information.

Seller also agrees that, in the event of any failure of Buyer to make timely payment of any amounts due to DIRECTV under the DIRECTV Account(s) and DIRECTV Agreements, or to perform as otherwise required under the DIRECTV Agreements for liabilities or obligations arising prior to the Effective Date (such as programming or DIRECTV Equipment received at the Business prior to the Effective Date), Seller shall remain liable to DIRECTV for such amounts, and DIRECTV shall have the right to commence a legal proceeding directly against Seller.

This Agreement shall be of no force or effect unless approved by DIRECTV. If this Transfer Form is executed by Buyer but not Seller, Buyer must provide a bill of sale or other document signed by Seller evidencing the transfer of the Business, and this Transfer Form remains effective against Buyer with respect to the assumption of liabilities and obligations herein.

Buyer and Seller understand that DIRECTV will not transfer DIRECTV Account(s) without DIRECTV's prior review and consent, and in this case, Buyer and Seller have agreed to transfer the DIRECTV Account(s) and have received a benefit from DIRECTV in connection with such transfer. DIRECTV is relying on this Transfer Form to transfer the applicable DIRECTV Agreements, DIRECTV Equipment and DIRECTV Account(s).

Nothing contained in this Transfer Form is intended or shall be construed to limit or supersede any of the obligations, agreements, covenants, representations or warranties contained in the DIRECTV Agreements. By executing this Transfer Form, Buyer and Seller each acknowledge that they have been given the opportunity to review all applicable DIRECTV Agreements, including, but not limited to, the DIRECTV Commercial Customer Agreement, any DIRECTV Lodging & Institutions Agreement related to DIRECTV programming and DIRECTV Equipment, any financing agreement related to DIRECTV Equipment, the license agreement related to the access cards provided with the DIRECTV Equipment and the terms and conditions related to any programming offer made in connection with the transfer of the DIRECTV Account(s) and DIRECTV Equipment.

This Transfer Form is duly executed and delivered by the authorized officers or owners of Seller and Buyer as of the Effective Date.

Seller Signature: _____ **Print Name:** _____

Buyer Signature: _____ **Print Name:** _____

DIRECTV Account Number: _____