

HYPERLINK, INC. DEALER AGREEMENT

This agreement dated ____/____/____ is by and between Hyperlink, Inc. (Wholesaler) with its principal place of business at 35 South West Street, Mount Vernon 10550 and: _____ ("Dealer") and its affiliates and related entities with its principal place of business at: _____

- 1) Dealer hereby represents that it is free to voluntarily enter into this agreement and doing so in no way contradicts any legal obligation or contract to which Dealer is a party.
- 2) Wholesaler appoints Dealer on a non-exclusive basis to market wireless telephone products and services offered by Wholesaler as an authorized Master Agent of various Carriers (hereinafter referred to as Carrier and/or Partners).
- 3) Dealer agrees to actively market and advertise wireless telephone products and services in a retail location within prescribed guidelines that will be furnished by Wholesaler and Carrier from time to time.
- 4) Dealer agrees to purchase and maintain sufficient inventory levels to provide for Subscribers needs.
- 5) Dealer agrees to make its sales and service personnel available for training by Wholesaler from time to time as may be necessary to qualify such personnel to solicit subscriptions for and service the Carrier's service.
- 6) Wholesaler and Dealer shall provide timely, courteous and efficient customer service and shall be governed in all dealings by the highest standards of honesty, integrity and fair dealing.
- 7) Dealer will submit all of its customers' service applications to Wholesaler as required by Carrier specific policies.
- 8) Wholesaler shall pay commission as described on Appendix A. Wholesaler reserves the right to offset any charges due Wholesaler by Dealer, from commissions earned. "Commission" with regard to wireless service activation will be paid solely on a one time fee basis, based on monthly net activations. All activations will be subject to chargeback and/or adjustment, and will be charged back to Dealer's account and deducted from any moneys due to Dealer as defined by and for the time period outlined by Carrier specific policies. There are no commissions paid by wholesaler for any e-pin products sold.
Chargeback Definition: When a subscriber deactivates, is deactivated, is involuntarily suspended from service, or service is transferred to another market, within the current chargeback period, a commission chargeback occurs. The chargeback becomes final on the last day of the chargeback period and no reactivation commission will be paid for that subscriber after that date, unless specified on the Carrier Appendix A.
- Dealer acknowledges the receipt and understanding of the Appendix A, in addition to the understanding that all terms and conditions are subject to change at any time.
- 9) Wholesaler will render a monthly statement of the commissions earned by Dealer upon receipt and reconciliation of Carrier reporting. All discrepancies with regard to activations, deactivations, rate plan changes or compensation for features must be received by Wholesaler no later than 60 days after that month's commission report is sent out by Wholesaler. Wholesaler reserves the right to hold all commissions and/or rebates due until vesting has been confirmed by carrier (30 days after the close of the vesting month) if Dealer is inactive. Inactive is defined as any dealer that nets less than 12 post paid activations per month.
- 10) Wholesaler reserves the right to withhold earned commissions that are not "backed up" by subsequent months' commissions, for the duration of the Carrier defined charge back period. If at any time, Dealer account is reconciled to a negative balance, that balance becomes due and immediately payable. Should the account not be paid to the satisfaction of Wholesaler, Wholesaler may, at its discretion, refer Dealer account to a collection agency / attorney for collection of said debt. All subsequent fees and expenses will be paid by Dealer.
- 11) Dealer will adhere to all Wholesaler and Carrier rules, standards, and policies including but not limited to:
 - a) Deposits: Dealer will perform the collection of security deposits and advance payments, where applicable through the online activation tool.
 - b) Wholesaling: Dealer acknowledges that it may not engage sub-agents or sub-dealers in connection with the performance of its obligations under this Agreement. Dealer further acknowledges that it may not act as a reseller by reselling any Services provided by Carrier.
 - c) Minimum Performance Requirements: Dealer shall comply with Wholesaler and Carrier Minimum Performance Requirements as set forth in this document and specified in Appendix A.
 - d) Phantom Churn: Dealer will not submit a Service Agreement for Subscribers that have already been active within (180) days prior to the date the application is submitted by Dealer.
 - e) Churn Target: Dealer shall comply with the Churn Target requirements that will be made known from time to time, and will specifically maintain a churn rate at or below the current target rate.
 - f) Customer Satisfaction Rating: Dealer shall comply with Customer Satisfaction Rating requirements that will be made known from time to time.
 - g) Transshipping: Dealer shall be prohibited from transshipping any Subscriber Equipment. Each phone purchased through Wholesaler must be activated on Carrier's system within the current market for which Dealer is authorized to sell.
 - h) Approval of Advertising: Any and all written or broadcast advertising or promotion of Service must receive Wholesaler's and Carrier's prior written approval.
 - i) Trademarks and Copyrights. Dealer shall not acquire any right to goodwill, trademark, copyright, or other form of intellectual or commercial property of Wholesaler or Carrier. Dealer shall not use Wholesaler's or Carrier's trademarks.