

service marks or logotypes in any manner in connection with this Agreement or the sale of the Service without express written approval of all such identifications.

12) Dealer agrees to use wireless service application forms supplied by Wholesaler and to comply with all procedures prescribed by Carrier and Wholesaler for solicitation of wireless service subscribers.

13) Dealer agrees to process service applications over the Internet and to comply with all procedures prescribed by Carrier and Wholesaler for use of applicable software.

14) Information about Dealer's sales of Wholesaler's wireless service and information about Dealer's commission pursuant to this agreement shall be privileged and confidential and shall not be divulged by Dealer to any other person.

15) Dealer agrees that during or after the term of this agreement, Dealer will not reveal, divulge, make known, sell, exchange, give away, or transfer in any way any part of, or all of its list of subscribers or use such information for any purpose other than maintaining such periodic contact with subscribers as required for warranty service, installation or maintenance of equipment or sale of new, replacement or supplement equipment, or totally unrelated business.

16) Dealer further specifically warrants that during or after the term of this agreement, Dealer will, in no way, solicit any Wholesaler's/Carrier's subscribers for whom it has been paid a commission for the purpose of inducing the subscriber to change the wireless service activated by Wholesaler (churn) to any other wireless service.

17) The term of this agreement will be three (3) years beginning on the date set forth above. This agreement will be automatically extended for additional three (3) year periods under the same terms and conditions as in effect at the time of such renewal unless one party gives notice to the other party of its intent to terminate this agreement not less than 60 days prior to the expiration of the original term or any renewal term.

18) In the event either party wishes to terminate the relationship, 60 days written notice must be provided by first class, certified mail, return receipt requested. In the event Wholesaler shall terminate this agreement for due cause, 60 day written notice is not required, notice may be given via overnight express mail and Wholesaler shall have no further liability for commissions to Dealer.

19) Wholesaler reserves the right upon termination of this agreement by either party, or upon inactivity of Dealer, to withhold commission payment due Dealer for a period of time commensurate with the standard charge back period of applicable Carrier.

20) Any activity non-compliant to published Carrier's and/or Wholesaler's standard's and practices by Dealer or Dealer's representative's may result in immediate termination of this Dealer agreement, forfeiture of any outstanding commissions due Dealer. Payment will immediately be made by Dealer to Wholesaler for any damages imposed upon Wholesaler by Carrier or any other parties as a result of Dealer's or representative's actions.

21) This agreement with respect to the marketing of wireless telephone service is not an authorization for Dealer to act on behalf of Wholesaler as its legal agent for the purpose of entering into contracts, or in making representations to customers or otherwise. Both parties specifically agree to indemnify each other against any and all claims which should arise from actions of the other.

22) This agreement and appendix thereto, the "Confidential Credit Application" and regularly published and transmitted policies and procedures constitute the entire agreement of the parties with respect to the subject matter hereof, and there are no other oral or written understanding or agreements between the Wholesaler and Dealer relating to such subject matter. This agreement may not be amended or terminated except in writing, executed and delivered by the party intended to be bound thereby.

23) Wholesaler and Dealer hereby agree that Wholesaler will retain interest in goods, supplies and merchandise shipped and delivered to Dealer until Dealer makes payment in full, in addition to Wholesaler's other rights and remedies as provided by law. Payment is considered "in full" upon receipt of cash or clearing of any bank checks. Returned checks will be charged a reprocessing fee. Wholesaler may accept non-certified company checks from Dealers "in good standing", in amounts up to that Dealer's accrued monthly activation commission volume, provided HYPERLINK has never had a check returned from that Dealer for uncollected or insufficient funds. Ultimately, Wholesaler reserves the right to require certified checks at Wholesaler's discretion. Terms are based on ship date, not received date. Invoice not paid within invoice terms are subject to finance charges at 2% per month.

In the event Dealer shall fail to make full payment pursuant to the terms hereof, Wholesaler shall have the right to enter Dealer's premises during normal working hours and in a reasonable manner take possession of the goods. In the event Wholesaler is required to take legal action to enforce its rights for the goods or the price thereof, buyer agrees to pay all of Wholesaler's costs and expenses, including, but not limited to reasonable attorney fees and expenses necessary to enforce Wholesaler's rights.

The undersigned personally guarantee jointly and severally, the prompt and full payment of all amounts hereafter due Wholesaler from the above referenced entity under this agreement and Wholesaler may proceed directly against the undersigned without the need to proceed first against the above referenced entity. Furthermore all partners of the above referenced entity are hereby made fully responsible for all stipulations of the Dealer Agreement.

Agreed to and accepted by:

Dealer Name: _____

HyperLink: _____

Signature *X* _____

Signature _____

Print Name _____

Print Name Lucy Simkins

Title _____

Title CFO

Date _____

Date _____