



MOBILFY SUBAGENT AGREEMENT

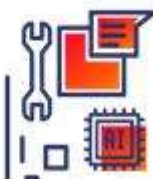
THIS SUBAGENT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO AS OF _____ (THE "EFFECTIVE DATE"), BY AND BETWEEN _____ ("SUBAGENT"), WITH AN ADDRESS AT _____, AND MOBILFY WORLDWIDE, LLC ("COMPANY"), WITH AN ADDRESS AT 2412 GERRITSEN AVENUE, BROOKLYN, NY 11229, USA.

WHEREAS, COMPANY IS AN AUTHORIZED MASTER AGENT OF THE FOLLOWING PRODUCTS (THE "PRODUCTS"), WHICH IT DESIRES FOR SUBAGENT TO RESELL IN THE TERRITORY: T-MOBILE FOR BUSINESS & USCELLULAR BUSINESS (THE "CARRIERS") PRODUCTS, SERVICES, AND SOLUTIONS; AND

WHEREAS, IN CONNECTION WITH THE ESTABLISHMENT OR CONTINUANCE OF A BUSINESS RELATIONSHIP BETWEEN THE PARTIES WHEREBY SUBAGENT WOULD SELL PRODUCTS ACROSS THE US (THE "TERRITORY"), THE PARTIES WISH TO SET FORTH THEIR CURRENT UNDERSTANDING AND CERTAIN AGREEMENTS MADE TO DATE WITH RESPECT TO SUCH RELATIONSHIP;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, COMPANY AND SUBAGENT AGREE AS FOLLOWS:

1. SUBAGENT WILL OFFER AND SELL ON BEHALF OF COMPANY, AND COMPANY SHALL MAKE AVAILABLE TO SUBAGENT FOR SALE, ALL PRODUCTS GENERALLY AVAILABLE TO COMPANY'S EXISTING SUBAGENTS.
2. EITHER SUBAGENT OR COMPANY CAN, WITH OR WITHOUT CAUSE, TERMINATE THIS AGREEMENT WITHOUT FURTHER LIABILITY BY PROVIDING THE OTHER PARTY WITH THIRTY (30) DAY WRITTEN NOTICE.
3. SUBAGENT WILL BE GRANTED NON-EXCLUSIVE SUBAGENT RIGHTS IN THE TERRITORY FOR THE TERM OF THE AGREEMENT.
4. SUBAGENT WILL PROVIDE FIRST AND SECOND LEVEL CUSTOMER SUPPORT ON ALL MATTERS PERTAINING TO THE PRODUCTS.
5. SUBAGENT HEREBY GRANTS COMPANY THE EXCLUSIVE RIGHT TO COMMUNICATE ON SUBAGENT'S BEHALF WITH EACH AND EVERY CARRIER. IN THIS REGARD, SUBAGENT AGREES (I) THAT ALL COMMUNICATIONS, WHETHER WRITTEN OR VERBAL, WITH CARRIERS THAT RELATE IN ANY WAY TO SUBAGENT OR SUBAGENT'S SALES OF SUCH CARRIERS' PRODUCTS OR SERVICES SHALL BE HANDLED EXCLUSIVELY BY COMPANY, AND (II) NEVER TO COMMUNICATE DIRECTLY WITH CARRIERS FOR SO LONG AS SUBAGENT ACTS AS A SUBAGENT OF COMPANY. SUBAGENT FURTHER (I) AGREES THAT SUCH EXCLUSIVE RIGHT TO COMMUNICATE SHALL IN NO WAY OBLIGATE COMPANY TO PERFORM ANY OBLIGATIONS OR DUTIES OF SUBAGENT, AND (II) FULLY RELEASES COMPANY FROM, AND AGREES TO DEFEND AND INDEMNIFY COMPANY FOR AND AGAINST, ANY AND ALL LIABILITY RELATING TO SAID COMMUNICATIONS OR FAILURE TO COMMUNICATE.
6. ALL COMMISSIONS BETWEEN COMPANY AND SUBAGENT WILL BE IN US DOLLARS (USD). BY THE 15TH OF EVERY FOLLOWING MONTH, COMPANY WILL PAY SUBAGENTS COMMISSIONS PER THE "CAP DOCS" FOR THE COMPLETE MONTH OF ACTIVITY.
7. THROUGHOUT THE TERM OF THIS AGREEMENT PLUS TWELVE (12) MONTHS FOLLOWING EXPIRATION OR TERMINATION OF THE AGREEMENT, COMPANY AND ANY ASSOCIATED ENTITY OR INDIVIDUAL WILL NOT (WITHOUT SUBAGENT CONSENT) DIRECTLY OR INDIRECTLY INITIATE, SOLICIT, NEGOTIATE, CONTRACT, OR ENTER INTO ANY BUSINESS TRANSACTIONS, AGREEMENTS OR UNDERTAKINGS WITH ANY THIRD-PARTY CUSTOMER IDENTIFIED OR INTRODUCED BY SUBAGENT.
8. SUBAGENT AGREES TO ALL OTHER TERMS AND CONDITIONS SET FORTH FROM TIME TO TIME BY COMPANY, USCELLULAR, AND T-MOBILE.
9. TO PROVIDE A NEUTRAL, INTERNATIONALLY RECOGNIZED GOVERNING LAW AND JURISDICTION, THE AGREEMENT WILL BE GOVERNED BY THE INTERNAL, SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, AND THE PARTIES WILL SUBMIT TO EXCLUSIVE JURISDICTION AND VENUE IN KINGS COUNTY, NEW YORK.





(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, BY THEIR SIGNATURES BELOW, THE PARTIES HAVE ENTERED INTO AND EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

MOBILFY WORLDWIDE, LLC

SUBAGENT:

BY: Tony Ross

BY: _____

NAME: Mr. Tony Ross

NAME: _____

TITLE: President / CEO

TITLE: _____

DATE: _____

DATE: _____

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