

## PREMIER DEALER AGREEMENT

This Premier Dealer Agreement (this “Agreement”), dated this \_\_\_\_\_day of \_\_\_\_\_, 2010, (“Effective Date”) is between Ms/ Brain chamber Technologies Pvt. Ltd. (Research based company) and

### RECITALS

- A. Company provides or is authorized to provide KAKRIKA mass storage device and a wireless transmission device (“KAKRIKA Service”) directly to Subscribers utilizing authorized digital frequencies assigned by the Federal Communications Commission and accessed by digital KAKRIKA Device in the Area defined herein.
- B. Dealer desires to use Company’s experience, Confidential Information, Marks, and goodwill in order to promote and sell Company’s KAKRIKA Services and Device through the Internet URL, KAKRIKA plus.com (it’s “Web Site”), to Subscribers under the terms and conditions of this Agreement and the Exhibits.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS; EXHIBITS; APPOINTMENT

1.1 Definitions. Certain capitalized terms used in this Agreement shall have the meanings specified herein or in Exhibit G hereto.

1.2 Attached Exhibits. This Agreement incorporates by this reference that the KAKRIKA Dealer Policies (attached as Exhibit A); the Area as defined in attached Exhibit B, the Dealer Compensation Schedule (attached as Exhibit C); the Sub-Dealer Site Checklist that includes a Sub-Dealer Site Profile provided by Dealer and a Sub- Dealer Site Terms and Conditions to be

agreed to by each Sub-Dealer Site (attached as Exhibit D); the Premier Dealer Program Rules (attached as Exhibit E); the List of Definition (attached as Exhibit G); the Web Site Terms and Conditions (attached hereto as Exhibit F); and the Marks Rules (attached as Exhibit H). Unless otherwise stated, Company shall have the right, in its sole discretion, to amend any and all terms in each of the aforementioned Exhibits, and any addenda thereto, on thirty (30) days written notice to Dealer unless a shorter period is listed on the Exhibit, and any such amendment shall become part of this Agreement. Dealer's continued marketing and sale of Company's KAKRIKA Service and Device after the effective date of any amendment shall constitute Dealer's acceptance of such amendment.

1.3 Appointment of Dealer. Company hereby appoints Dealer as an authorized distributor of Company to promote, market and sell the KAKRIKA Service directly to Subscribers through its Web Site as designated herein and, if applicable, via Sub-Dealer Sites in accordance with the terms and conditions of this Agreement. Company further agrees to sell, and Dealer agrees to purchase, the Device under the terms and conditions of this Agreement.

#### 1.4 Certain Restrictions and Acknowledgements.

1.4.1 Company and Dealer acknowledge that their relationship is that of independent contracting parties and this Agreement does not create an agency, joint venture, partnership, employment relationship or franchise between them. Except as expressly set forth herein, neither Company nor Dealer shall have the authority to bind the other in any manner.

1.4.2 Dealer shall only sell the device provided by Company to Subscribers through its Web Site or Sub-Dealer Sites, and shall not sell or otherwise provide the Device, directly or indirectly, to any other person or entity, including without limitation other distributors or resellers. Dealer may not purchase or sell device from or to dealers, retailers, *resellers, or any other source without prior written permission from Company signed by an authorized representative of Company.* Company may grant or withhold such permission in its sole discretion.

1.4.3 Dealer understands and acknowledges that it does not have an exclusive right to promote, market or solicit sales of KAKRIKA Service in the Area and that Company and other Dealers, agents, and affiliates of Company will also be promoting, marketing, selling and/or soliciting orders for KAKRIKA Service in close proximity to Dealer's locations in the Area. Dealer further understands and acknowledges that Company intends to engage directly or indirectly through its direct sales force, other dealers, and other distribution channels within or outside of dealer's distribution channel, in soliciting potential Subscribers for sale of Company's KAKRIKA Service. Dealer has independently investigated the business outlined in this Agreement and its profitability (if any) and risks, and is not relying on any representation, guarantee, or statement of Company other than as set forth in this Agreement, including but not limited to any statement as to the size, potential, or demographic nature of the market in which Company's KAKRIKA Service is available.

1.4.4 Dealer shall be solely responsible for any contracts or commitments it enters into, or costs or expenses it incurs in connection with exercising its rights or performing its obligations under this Agreement.

1.4.5 Dealer understands and acknowledges that Company may, from time to time, in its sole discretion, restrict Dealer and its Personnel from promoting, marketing, advertising, selling or otherwise soliciting requests for KAKRIKA Service from potential Subscribers, or certain categories of potential Subscribers, under certain terms, promotions or rate plans (including without limitation restricting government and any other non-retail consumer rate plans) as such plans are defined by Company, and which are listed in Exhibit G. Dealer understands and acknowledges that Company may, in its sole discretion, amend its rate plans for KAKRIKA Service, may add, delete, suspend or modify the terms and conditions for the KAKRIKA Service, and may change Dealer's commissions and other compensation stated herein Dealer shall not utilize any outbound telesales; broadcast text messaging unsolicited SPAM email or facsimile transmissions in order to sell Company's

KAKRIKA Service and Device.

1.4.6 Company acknowledges that Dealer's Web Site will also market offerings of competing carriers also covering the Areas to Dealer's customers. Company acknowledges further that the Dealer's Web Site will contain a variety of information, tutorials, reference content, promotions, advertisements, service ratings, and other services to assist Dealer's customers in identifying telecommunications offerings to meet their needs.

2. DEALER'S OBLIGATIONS

2.1 Marketing and Promotion. Dealer and its Personnel shall use their best efforts to actively promote, market, and sell Company's KAKRIKA + Service to actual and potential Subscribers. Without limiting the generality of the foregoing, Dealer and its Personnel shall: (a) Conduct their business and activities in such a manner so as to promote a positive image and good public relations for Company; (b) Participate in any promotional, marketing, sales, or advertising programs sponsored by Company that are mutually agreeable; (c) Maintain an adequate staff of qualified and experienced employees, operate and supply the organization, Device, facilities, materials, and other resources necessary in order to perform this Agreement; (d) Be fully responsible for the quality of service of its personnel and for the conduct and sales techniques employed by them; (e) Identify Company at all times as the KAKRIKA Service provider and identify and represent Dealer and its Sub-Dealer Sites as Dealers of Company, and not as having any other relationship or affiliation with Company; (f) Promptly report to Company all complaints it received with regard to KAKRIKA Service and Device (including but not limited to warranty claims); (g) Establish and continuously maintain, at its sole cost, Dealer's Web Site pursuant to the specifications on Exhibit F; and (h) not disparage or otherwise criticize Company, its parents, affiliates or its KAKRIKA Service.

2.2 Solicitation of Orders for KAKRIKA Service and Device. Dealer shall only use methods mutually agreed to by the parties in gathering information relating to sale of Company and KAKRIKA Service. Dealer and its Web Site shall always offer and sell only authorized

Company rate plans. Dealer and its Web Site shall have no right, power or authority to make any representations or warranties regarding the KAKRIKA Service except as expressly directed in writing by Company in its sole discretion. No contract between Company and a Subscriber shall exist until the customer activates KAKRIKA Service. Dealer shall be solely responsible for establishing the prices at which it sells Device to Subscribers and Sub-Dealer Sites. Company shall have the right, in its sole discretion, to reject the enrollment of any Subscriber or to deactivate a Subscriber for nonpayment of KAKRIKA Service. Except as expressly provided herein, Dealer shall have no right or obligation to bill or to collect from Subscribers or Subscribers any money or charges for the Subscriber's use of Company KAKRIKA Services.

2.3 Acceptance of Orders. All orders from potential Subscribers taken by Dealer or Personnel for the KAKRIKA Service are subject to acceptance or rejection by Company in its sole discretion. Without limiting the generality of the foregoing, Company may reject orders or contracts that it deems contrary to its proprietary or legal interests. All Subscribers shall be customers of Company for purposes of the KAKRIKA Services and shall not be considered customers of Dealer or its Web Site. With respect to its KAKRIKA Service, Company shall be responsible for any credit verification, deposits, unless I- Dealer or its Personnel are responsible for such losses to Company.

2.4 Compensation. Dealer shall have no right to compensation other than as earned in strict compliance with this Agreement and the Exhibits attached hereto. Company shall not pay any compensation to Dealer for any Subscriber Activations obtained by another dealer, reseller, or other Company distribution channel despite Dealer's prior solicitation of the Subscriber placing the order.

2.5 Compliance with Laws. Dealer and its Web Site shall at all times comply with all applicable laws, regulations, licensing requirements, and other governmental requirements in performing its obligations and exercising its rights under this Agreement. Dealer warrants it holds all necessary federal, state, and local licenses and permits in order to sell the KAKRIKA

Service and Device in accordance with applicable law.

2.6 No Setoffs or Deductions. All obligations of Dealer to Company under this Agreement shall be absolute and independent of any other obligations imposed by this Agreement or by law, and shall not be subject to any setoff, deduction or counterclaim.

2.7 No Added Charges for Service. Dealer shall not sell Company's KAKRIKA Service at any rate other than those established by Company. Dealer shall not charge Subscribers any additional fees for Company's KAKRIKA Service (including but not limited to fees for activation, early termination Charge Backs, or credit card transactions) without Company's prior written consent. Dealer may enter agreements with Subscribers relating to the Subscriber's purchase of Device from Dealer, so long as such agreements do not conflict with Company's Service Agreement and cancellation policies, or limit a customer's right or otherwise penalize such customer for exercising its right to terminate the KAKRIKA Service pursuant to Company's Service Agreements.

### 3. THE DEVICE

3.1 Minimum Technical Standards. Dealer and its Web Site shall only sell and furnish to Subscribers Device sold to Dealer by Company or otherwise approved by Company in writing and in its sole discretion as meeting minimum FCC, CTIA and reasonable Company technical standards for transmission, regulatory compliance, and overall technical quality. Dealer acknowledges that Company may, in its sole discretion, refuse KAKRIKA Service to any Subscriber using device that does not meet such standards.

3.2 Branding and Marketing Standard. Dealer and its Web Site shall only sell and furnish Subscribers device sold to Dealer by Company or otherwise approved by Company in writing and in its sole discretion as meeting Company's branding and marketing requirements. Dealer and its Web Site shall not sell or furnish Device to Subscribers, which is branded by any other KAKRIKA carrier without prior written permission from Company.

3.3 Returns. Company is not responsible for any device not purchased from Company and therefore will not accept any such device as returnable items to Company for credit or replacement, unless Dealer is otherwise notified by Company in writing. Dealer shall delete all Subscriber personal information stored in returned device before returning or reselling such Device.

3.4 I Dealer shall bear the entire risk of loss or damage to all devices from the time of delivery to I Dealer. I Dealer shall be responsible for collection of payment for sales of device.

3.6 Device Supplied by Company. Company shall be under no obligation to offer any specific model or quantity of Device to Dealer. Company, at its sole option, may sell Device to Dealer for cash or, if Company so elects, under such credit terms as Company may extend from time to time. Company, at its sole option, also may supply Device to Dealer for purposes of demonstration to potential Subscribers under such terms as Company may extend from time to time. Dealer and its Web Site shall comply with the Device terms and conditions contained in Exhibit A. Upon termination of this Agreement, Dealer and its Web Site shall cease selling Device purchased from Company, and Company shall have the right to repurchase from Dealer at Dealer's cost all Devices sold to Dealer here under less any amount needed by Company to return Device to a re-sellable condition if not returned in such condition.

3.7 Security Interest. In order to secure Dealer's obligations under this Agreement and any renewals, extensions, or amendments thereto, including its obligation to pay Company invoices when due, Dealer grants to Company a security interest in the following collateral: the Device wherever located, and other items or compensation of any kind payable to or obtained or possessed by Dealer from Company, including, without limitation, commissions, bonus payments, cooperative advertising funds, if any, and market development funds, if any. . Dealer agrees to execute, deliver to Company, and permit Company to file any financing statements as necessary in Company's discretion to perfect Company's security interest in the

above-described collateral. Dealer appoints Company as Dealer's agent for the purpose of executing, delivering, and filing any such financing statements. Upon a default under this Agreement, Dealer must pay immediately, without further notice or demand, all amounts due and owing from Dealer to Company. Nothing in this section shall limit the remedies available to Company under the other provisions of this Agreement.

#### 4. TRAINING, CONDUCT AND OPERATIONS

4.1 Training. All rights, obligations, and responsibilities relating to Dealer's Personnel shall be those of Dealer. Dealer shall be fully responsible for the quality of the service of its personnel and for the conduct and sales techniques employed by them. Company, in its sole discretion, may determine which of Dealer's sales and/or service Personnel will attend regular training courses offered by Company regarding the sale of and changes to the KAKRIKA Service, or the demonstration, installation, or repair of the Device. Dealer shall allow only the Personnel certified by Company to sell the KAKRIKA Service or demonstrate the Device. Dealer shall allow only the Personnel certified by Company or the Device manufacturer(s) or vendors(s) concerned to provide installation, repair, and warranty service.

4.2 Ethical Conduct/Injurious Business Practices. In all dealings with Subscribers and Company, Dealer and its Web Site shall be governed by the highest standards of honesty, integrity, fair dealing and ethical conduct. Conduct in violation of this section includes, but is not limited to: (a) business practices, promotions, or advertising which may be injurious to the reputation or business goodwill of Company or its KAKRIKA Service, including, without limitation, violations of Section F.1 of Exhibit E, (b) falsification of any business records, (c) misrepresentations to Company or to any actual or potential Subscriber, (d) breach of Company payment terms policies, (e) a plea of no contest or the conviction of Dealer or any of its officers, directors or substantial shareholders for any offense involving fraud or dishonesty, or punishable by a term of imprisonment, or (f) Dealer's engaging in any practice that is determined to be an illegal or unfair trade practice in violation of any applicable law. Any conduct violating the provisions of this section shall constitute a material breach of this



Agreement.

4.3 Records. Both parties agree to maintain at their principal place of business complete and accurate records of their business conducted pursuant to this Agreement. Records will include, but are not limited to, the information of all Subscribers that Dealer and its Web Site and Sub-Dealer Sites activate for Company, including sales, customer info, time, date, and details of order, and proof of Subscribers acceptance of Company's terms and conditions of KAKRIKA + Service. Such records constitute Confidential Information that shall be returned to Company and all electronic copies shall be destroyed upon termination or expiration of this Agreement, or as otherwise required by Company. Twice each year during the Term of this Agreement, Company shall have the right to audit Dealer's records maintained according to this section at Dealer's business office during normal business hours upon prior written notice to Dealer. Dealer shall provide Company with verifiable evidence supporting subscriber's agreement to the Company's Subscriber KAKRIKA Service agreements upon Company's request and according to policies and procedures that may be issued by Company from time to time in its sole discretion

## 5. SUB-DEALER SITES

5.1 Appointment and Approval of Sub-Dealer Sites. Dealer may appoint agents, independent contractors, or other entities, including "Strategic Partners" which are operated on the World Wide Web by third-parties (collectively, "Sub-Dealer Sites") to promote, market, and sell the KAKRIKA Service and Device only upon prior written approval of Company and under the terms and conditions contained herein, in Exhibits D and E, or as otherwise may be required by Company from time to time in its sole discretion. Prior to appointment as a Sub-Dealer Site, Dealer shall provide each potential Sub-Dealer Site with Company's Sub-Dealer Site Sales Policies and Terms and Conditions attached as part of Exhibit D. Under such arrangements, Dealer may provide Sub-Dealer Sites with turnkey functionality for consumers to compare shop and purchase Company's Device and Services. Dealer shall be directly responsible for fulfillment of all customer orders, activation, and inventory provisioning pursuant to the

provisions of this Agreement. Company reserves the right to modify its terms, conditions and other rules governing Sub-Dealer Sites from time to time. Dealer agrees that upon notice of such modification, Dealer shall notify all Sub-Dealer Sites of such modification(s). Dealer shall be required to submit to Company a Sub-Dealer Site Approval form and obtain Company's prior written approval of any Sub-Dealer Site prior to authorizing any sales through a Sub-Dealer Site. Company, in its sole discretion, shall have the right to approve or disapprove of any proposed Sub-Dealer Site. Further, Company, in its sole discretion, may terminate any Sub-Dealer Site upon prior written notice to Dealer. Dealer shall not be permitted to link to other web sites, or pay referral fees to Company's dealers or sub-dealers, in connection with the sale of Company's KAKRIKA Service or device except with Company's prior written approval, to be exercised in Company's sole discretion.

5.2 Breach by a Sub-Dealer Site. Dealer shall be fully responsible for all acts and omissions of its Sub-Dealer Sites and shall require that Sub-Dealer Sites adhere to all terms and conditions of this Agreement. Any breach by Sub-Dealer Site of the terms of this Agreement shall be considered a breach by Dealer and shall entitle Company to pursue all rights and remedies it may have under the Agreement or under the law.

5.3 Sub-Dealer Site Contract. Prior to Company's approval of any Sub-Dealer Site, Dealer shall submit to Company for its review and approval any and all proposed changes or amendments to the Sub-Dealer Site Agreement. Company may deny approval of any Sub-Dealer Site Agreement that Company deems is contrary to its legal or commercial interests. Dealer will provide full disclosure to Company of all agreements between dealer and its Sub-Dealer Sites, and will provide copies of such agreements, upon Company's request.

5.4 Existing Sub-Dealer Sites. Dealer shall disclose in writing the identity of any Sub-Dealer Sites existing at the time this Agreement is signed. Company shall approve or disapprove such Sub-Dealer Sites in writing in its sole discretion.

5.5 Company Termination of Sub-Dealer Sites. Company shall have the right, in its sole

discretion and at any time during the term of this Agreement, to immediately terminate Sub-Dealer Site upon written notice to Dealer.

5.6 Non-Solicitation of Company's Employees or Dealers. During the term of this Agreement and for one year thereafter, Dealer and anyone acting on its behalf shall not recruit or solicit employees, dealers, sub-dealers, agents or independent contractors of Company or of any other dealer of Company.

5.7 Prohibition on Sub-Dealer Sites. Dealer acknowledges and understands that Company and any Sub-Dealer Site or may, at any time, enter into a direct relationship with each other, without liability to Dealer, provided, however, that in doing so, Company shall not require such Sub-Dealer Site to represent Company exclusively, but shall permit such Sub-Dealer Site to continue its representation of Dealer with respect to all other products and services offered by or through Dealer as of the effective date of the direct agreement between Company and the Sub-Dealer Site.

5.8 Sub-Dealer Site Support. Dealer shall be responsible for providing adequate management support and resources to its Sub-Dealer Sites and their Personnel, and will abide by all of its contractual obligations with such Sub-Dealer Sites, and their Personnel including, without limitation, timely paying their commissions.

5.9 Sub-Dealer Site Compensation. Dealer shall be solely responsible for payment of any compensation owed, and for reporting any and all information used by Company for purposes of compensating Dealer.

5.10 Sub-Dealer Site Liability/Indemnification. As between Dealer and Company, Dealer shall be solely responsible for all risks and expenses incurred in connection with its actions and those of its Sub-Dealer Sites in the promotion, marketing, and sales of the KAKRIKA + Service to Subscribers or any other acts required of Dealer pursuant to this Agreement or otherwise. Dealer shall identify Company with respect to any acts or omissions of Sub-

Dealer Sites pursuant to section 10.1 of this Agreement.

## 6. ADDITIONAL OBLIGATIONS OF THE PARTIES

6.1 Non-Diversion. Dealer acknowledges it has obtained significant goodwill from Company through use of its Confidential Information and Marks. During the term of this Agreement and for a period of one year after termination of this Agreement (whether voluntary or involuntary, with or without cause), Dealer shall not directly or indirectly (a) request any Subscriber in the Area whom Dealer knows to be a Subscriber of Company, to curtail or deactivate the KAKRIKA Service, or cancel its relationship with Company, or (b) otherwise solicit, divert or attempt to divert any such Subscriber from patronizing Company, Company Dealers, Company retail stores or the KAKRIKA Service. During such period, any Subscribers of Company who contact Dealer or its Sub-Dealer Sites regarding KAKRIKA Service shall be referred directly to Company; provided, however, nothing in this section shall limit Dealer's ability to conduct general non-targeted advertising

6.2 Confidential Information. "Company Confidential Information" means all information of or relating to Company (whether of a business, technical or other nature) which Dealer knows or reasonably should know to be confidential or proprietary. Without limiting the generality of the foregoing, "Company Confidential Information" includes all information not generally known to the public that relates to the business, technology, and Subscribers, finances, budgets, projections, proposals, practices of Company, including without limitation the terms of this Agreement, the identities of and all information regarding Subscribers, and all information relating to Company's business plans and proposals, marketing plans and proposals, technical plans and proposals, and research and development. All Company Confidential Information will be considered trade secrets of Company and shall be entitled to all protections given by law to trade secrets. Any and all media (whether written, film, tape, optical, magnetic, opto-magnetic or otherwise) embodying any of the information described above shall also constitute Company Confidential Information. . "Dealer Confidential Information" shall include

Dealer's business information, technology, financial information, budgets, sales and/or revenue projections, proposals, agreements, business, marketing and technical plans and proposals, and research and development. Except for Subscriber Information, which under all circumstances shall be treated as Company Confidential Information, Company Confidential Information shall not include information which: (a) was in or entered the public domain through no fault of Dealer; (b) Dealer can show, by written evidence, was rightfully in Dealer's possession prior to receipt thereof from Company; or (c) is disclosed to Dealer by a third party legally entitled to make such disclosure without breach of any obligation of confidentiality. Dealer Confidential Information shall not include information which: (a) was in or entered the public domain through no fault of Company; (b) Company can show, by written evidence, was rightfully in Company's possession prior to receipt thereof from Dealer; or (c) is disclosed to Company by a third party legally entitled to make such disclosure without breach of any obligation of confidentiality

6.3 Non-Disclosure of Confidential Information. During the term of this Agreement and at all times thereafter, neither party shall directly or indirectly (a) use the other party's Confidential Information for any purpose other than that for which it is used or disclosed under the terms of this Agreement, (b) disclose to any person or entity any Confidential Information or in any other way publicly or privately disseminate any Confidential Information, or (c) assist, authorize or encourage anyone else to use, disclose, or disseminate any Confidential Information. Without limiting the foregoing, Dealer and its Web Site shall not use Company Confidential Information related to Subscribers or potential Subscribers to directly or indirectly contact or communicate with Subscribers or potential Subscribers concerning the Company or its KAKRIKA Service. Both parties agree that they shall: (a) hold all the other party's Confidential Information in confidence using the same degree of care that such party uses to protect its own confidential and proprietary information (but in no event less than reasonable care); (b) use the Confidential Information only for the purpose of performing obligations under this Agreement; (c) reproduce any Confidential Information only to the extent necessary

to perform such obligations; (d) restrict disclosure of and access to such Confidential Information only to those Personnel who are directly concerned with, and who agree to maintain the confidentiality of, the Confidential Information; and (e) take all precautions necessary and appropriate to guard the confidentiality of the Confidential Information, including informing employees who handle such information that it is confidential and not to be disclosed to others. Upon termination of this Agreement, all Confidential Information in the possession or control of either party or its Personnel (including all originals and copies of all or any portion of any Confidential Information) shall be promptly returned to the other party. Dealer and Company shall be responsible for ensuring compliance with this section 6.3 by all of their Personnel. Any conduct violating the provisions of this section shall constitute a material breach of this Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 IP Status: - Since from 2001 the concern system holds 13 International system patents and 16 are in pipeline. The system comprises 322 claims wherein all allied use of software, hardware or its modifications and or any enhancements in R&D are strictly prohibited.

7.2 Company Rights; Termination. Dealer acknowledges that it has no rights in or to the Marks except as provided herein and shall not acquire any rights in the Marks or expectancy to their use as a result of any use of the Marks by Dealer, and that all goodwill arising out of any use of the Marks by, through or under Dealer shall inure solely to the benefit of Company. Following the termination of this Agreement, Dealer shall immediately discontinue use of any Marks (and any other trademarks or service marks which Company deems to be confusingly similar thereto) and shall promptly destroy, or, at Company's option, forward to Company all advertising and promotional materials, displays, order forms, signage, and all other materials that contain any Marks.

7.3 Other Rights. Dealer acknowledges that the Device and KAKRIKA Service involve valuable Intellectual Property Rights of Company or its licensors. As between Dealer and Company, Company shall retain all right, title, and interest therein, and no title to or ownership of any Intellectual Property Rights associated with any Device or KAKRIKA Service is transferred to Dealer or any Subscriber pursuant to this Agreement.

7.4 Protection of Company Rights. Dealer will immediately notify Company of any infringement, misappropriation or violation of any Intellectual Property Rights of Company or its licensors that comes to Dealer's attention. Dealer will not infringe or violate, and will use its best efforts to preserve and protect Company's and its licensors' interest in, all such Intellectual Property Rights. In the event of any such infringement, misappropriation or violation by or relating from the activities of Dealer or any of its officers, employees, agents, contractors or representatives, Dealer will promptly report such infringement, misappropriation or violation to Company and Company will take all steps reasonably necessary to terminate any such infringement, misappropriation or violation. Company or its designee will have exclusive control over the prosecution and settlement of any legal proceeding to enforce, to recover damages on account of any infringement, misappropriation or violation, or to defend any of its or its licensor's Intellectual Property Rights. Without limiting the generality of the foregoing, Dealer will: (a) provide such assistance related to such proceeding as Company may reasonably request; and (b) assist Company in enforcing any settlement or order made in connection with such proceeding; provided that Company will reimburse the expenses reasonably incurred by Dealer to provide such assistance in accordance with Company's requests for the same.

## 8. DEFAULT AND TERMINATION

### 8.1 Default and Termination.

8.1.1 Either party may terminate this Agreement for cause upon breach by the other party of any provision herein upon thirty (30) days prior written notice to the breaching party, provided that the breaching party has not cured the breach during the thirty (30) day period following the date of such notice.

8.1.2 Notwithstanding the provisions of Section 8.1.1, Company may terminate this Agreement immediately upon providing written notice with no opportunity for Dealer to cure in the following circumstances: (a) Dealer or its Personnel breaches the provisions of Exhibit E, Section F.1, Sections 4.2, 6.3, and/or 7.1 of this Agreement. the same or substantially the same breach within a period of twelve (12) consecutive months after the date of initial breach, regardless of whether Dealer cured the initial breach; (c) Dealer defaults under or terminates any other existing dealer agreement with Company in another Area; (d) Dealer's default is material and results from intentional misconduct or grossly negligent acts or omissions; (e) Dealer attempts to assign any of its rights under this Agreement in contravention of Section 11.8; (f) Dealer has engaged in any deceptive, unethical or illegal trade practice in connection with the sale of Company's Service or Device; (g) Dealer has made any material misrepresentation in the Dealer Application or Credit Application; (h) If Dealer becomes insolvent, makes any assignment for the benefit of its creditors, or is placed in receivership, liquidation or bankruptcy (whether voluntary or involuntary); or (i) Company sells, disposes of, or otherwise transfers its regulatory authority to operate or maintain licenses or its network in the Area.

8.1.3 Dealer may terminate this Agreement upon providing thirty (30) days written notice to Company in the following circumstances: Company breaches this Agreement and fails to cure such breach within such thirty (30) day notice period.



8.1.4 Dealer may terminate this Agreement immediately upon providing written notice with no opportunity for Company to cure in the following circumstances: (a) if after Dealer has given Company notice of breach under Section 8.1.1, Company commits the same or substantially the same breach within a period of twelve (12) consecutive months after the date of initial breach, regardless of whether Company cured the initial breach; (b) Company's default is material and results from intentional misconduct or grossly negligent acts or omissions; (c) Company becomes insolvent, makes any assignment for the benefit of its creditors, or is placed in receivership, liquidation or bankruptcy (whether voluntary or involuntary); or (d) Company sells, disposes of, or otherwise transfers its regulatory authority to operate or maintain licenses or its network in the Area.

8.2 Term. Unless earlier terminated as provided herein, this Agreement shall have a three (3) year term, commencing as of the date stated above. The Agreement shall automatically terminate unless Company gives Dealer written notice of its intent to renew at least sixty (60) days prior to the end of the then current term. If Company gives notice of its intent to renew, Dealer may give notice at least thirty (30) days prior to the end of the then current term that it does not intend to renew and the Agreement shall terminate at the end of the then current term. If Dealer does not give such notice, the Agreement shall be renewed for an additional one-year term. Should the Agreement be renewed, Dealer agrees to execute the form of Dealer Agreement for Dealer's Area(s) in effect at the time of execution. Dealer acknowledges there is no promise of further renewals and Dealer shall have no expectancy in the continued existence of this Agreement.

8.3 Effect of Termination.

Upon termination or expiration of this Agreement, Dealer and its Web Site will immediately cease promoting, marketing, and otherwise selling the KAKRIKA Services and Device. Each party shall fully perform any and all obligations under this Agreement incurred prior to the effective date of termination or expiration. All amounts owed by Dealer to Company, notwithstanding prior terms of sale, shall become immediately due and payable. Company, in its discretion, and with prior notice to Dealer, may offset and recoup any sums owed or to become

owed to Company from Dealer against any sums owed by Company to Dealer. Dealer acknowledges and agrees that any amounts so set off shall be deemed to be a recoupment of amounts owed to Company, regardless of whether the amounts owed by Dealer and the amounts payable to Dealer arise under the same or separate Dealer or Dealer Agreements between Dealer and Company. All unshipped orders shall be cancelled without liability of Company to Dealer. Dealer shall promptly return to Company all Confidential Information as set forth in section 6.3 above, and all advertising and promotional materials as set forth in section 7.2 above, along with all Company-owned terminals and computer Device, and shall immediately cease using Company's Marks as set forth in section 7.2 above.

## 9. NONSOLICITATION

9.1 Nonsolicitation. During the term of the Agreement and for one (1) year following the date of termination or expiration of the Agreement, Dealer hereby agrees not to intentionally direct any solicitation through any means, electronic or otherwise, to any Subscriber to terminate the KAKRIKA Service and/or purchase any competitive service. Notwithstanding the foregoing, I-Dealer may continue to maintain its Web Site and promote the goods and services of competing providers of KAKRIKA Services.

9.2 Contract Interpretation. To the extent a court of competent jurisdiction determines the provisions of this Section to be unenforceable as written, Dealer and Company authorize such court to construe and interpret this Section broadly, to provide Company with the maximum permissible protections against Dealer competition.

## 10. INDEMNITY; CONSEQUENTIAL DAMAGES

10.1 General Indemnity. Subject to the provisions of Section 10.3 below, Dealer and Company hereby agrees to indemnify, defend, protect, and hold each other, and their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, and insurers, harmless from and

against any and all claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including but not limited to attorneys' fees and disbursements, arising out of any negligent act or omission or willful misconduct of, or breach of this Agreement by, either party or its Personnel.

10.2 Indemnity as to Advertisements. In furtherance and not in limitation of the indemnification obligations of Dealer set forth in section 10.1, Dealer hereby agrees to indemnify, defend, protect, and hold Company, its parent, and its subsidiaries and affiliates, and each of their officers, directors, employees, agents, and insurers, harmless from and against any and all claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including, but not limited to, attorneys' fees and disbursements, arising out of advertisements or promotional materials developed or used by Dealer (except advertisements and promotional materials that have been developed and provided by Company).

10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST REVENUE OR PROFITS, IN CONNECTION WITH THIS AGREEMENT OR ITS BREACH, OR ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS BETWEEN THEM, EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPLICITLY STATED IN THIS AGREEMENT, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.4 Insurance. Each party must, during the term of this Agreement and for one (1) year after, at its sole expense, obtain and keep in force the following insurance: (a) Commercial General Liability Coverage, including personal injury, bodily injury, advertising injury, property damage, operations hazard, independent contractor coverage, and contractual liability, in limits not less than [maximum] for each occurrence (combined single limit), with Company

named as additional insured in the policy; and (b) Worker's Compensation and Employer's Liability insurance. Each party's required insurance policies must be underwritten by reputable national insurers that are licensed to do business in the jurisdiction where that party is doing business. Each party agrees that, upon request of the other party, certificates of insurance will be delivered to the other party as soon as practicable. The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability of any party to the other party.

## 11. MISCELLANEOUS

11.1 Governing Law, Jurisdiction, Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of INDIAN govt., without regard to the conflict of laws or choice of law provisions thereof. Subject to the provisions of Section 11.12, Dealer and Company hereby submits to the jurisdiction and venue of any state court in INDIA.

11.2 Notices. All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective:

- (i) Upon receipt if delivered in person, or via telecopy;
- (ii) One day after deposit prepaid with a national overnight express delivery service; or
- (iii) Three days after deposit in the any courier services.

Either party may change the following contact information upon written notice to the other party.

Notices shall be delivered or transmitted to:

If to Dealer:

In .....

[ ]

With a copy to [ ] at the same address.

With a copy to:

[ ]

If to Company:

President

[ ]

With a copy to:

Legal Department

[ ]

11.3 Entire Agreement. This Agreement represents the entire, complete final and exclusive Agreement between the parties hereto with respect to the matters addressed in this Agreement and, except as expressly provided herein, shall not be affected by reference to any other documents, provided, however, that any Security Interest granted under any prior

agreement(s) between Company and Dealer shall be deemed to continue under the terms of this Agreement until such time as all such ongoing obligations owed by Dealer to Company are satisfied in full.

**11.4 Survival of Obligations.** Company's and Dealer's obligations under sections 4.3, 6.1, 6.3, 7.1, 7.2, 7.3, 9, 10, 11.1, 11.2, 11.9, 11.10, 11.11, 11.12, 11.13 and 11.14 of this Agreement, until all obligations owed by Dealer to Company have been fully satisfied, under any Security Interest granted pursuant to section 3.7 of this Agreement, and under any other provisions which may be unreasonably be construed as surviving, and the rights and obligations of the parties there under, shall survive any termination or expiration of this Agreement. Further, this Agreement shall be valid as to any obligation incurred prior to termination of this Agreement.

**11.5 Force Majeure.** Either party's performance under this Agreement shall be excused if such non- performance is due to: labor difficulties; riots; strikes; governmental orders; epidemics; acts of civil or military authority; war; terrorism, compliance with laws, rules, and regulations and codes adopted after the date of this Agreement; acts of God; civil commotion; or acts of nature for the period of time that such force majeure condition exists; provided, however, that if the force majeure condition exists for more than sixty (60) consecutive days, this Agreement may be terminated upon written notice to the party whose performance is being excused.

**11.6. No Other Agreements.** Dealer represents and warrants to Company that the execution and performance of this Agreement does not and will not violate any other contract or obligation to which Dealer is a party, including terms relating to covenants not to compete and confidentiality covenants. Dealer will not disclose to Company or use or induce Company to use, any proprietary information or trade secrets of any other person, association or entity. Dealer represents and warrants that it has returned all property and confidential information belonging to all other service providers for whom Dealer may have acted, but is no longer acting, as a dealer. This Agreement and its Exhibits constitute the entire agreement and understanding between Company and Dealer and supersede all offers,

negotiations and other agreements concerning the subject matter set forth in the Agreement. Dealer is not relying on any oral or written representations or warranties from Company, including, but not limited to, any representation or warranty as to the nature of competition or the results or effect of any advertising. No course of dealing, course of performance, or usage of trade may be invoked by Dealer to modify or supplement in any way the terms and conditions of this Agreement. Except as set forth herein, any amendments to this Agreement must be in writing and signed by Dealer and by a Vice President for Company. Any amendments signed by someone other than a Vice President for Company shall be null and void.

11.7 Remedies Cumulative. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that a party would otherwise have.

11.8 Assignment. Dealer acknowledges that Company may assign its rights and obligations hereunder (except to resellers or subagents) without Dealer's prior approval in its sole discretion. Dealer shall not assign its rights or delegate its obligations hereunder without the prior written consent of Company. This prohibition shall extend to a change in the control of I- Dealer, which is defined to be any change as a result of which any person or entity holds 50% or more of the ownership interest or assets of Dealer, but shall not include an initial public offering of the Dealer filed with the Securities and Exchange Commission. To the extent not prohibited hereby, this Agreement shall be binding upon and inure to the benefit of Company and Dealer and their respective successors and assigns. Upon any assignment by Dealer of its rights under this Agreement, Company shall have the option to immediately enter into a direct relationship with any existing Sub-Dealer Site, at which time such Sub-Dealer Site shall become a Dealer of Company. To the extent not prohibited hereby, this Agreement shall be binding upon and inure to the benefit of Company and Dealer and their respective successors and assigns.

11.9 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Agreement that can be given an effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to

give them such effect.

11.10 Authority. Each person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

11.11 No Waiver. No failure by a party to take action on account of any default or breach of this Agreement by the other party shall constitute a waiver of any such default or breach, or of the performance required of the other party under this Agreement.

11.12 Resolution of Disputes:

11.12.1 Submission to Arbitration. Any controversy or claim arising out of or relating to this Agreement (including whether a particular dispute is abatable hereunder) shall be resolved by submission to binding arbitration. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability. Any arbitration hearing shall be held in Mumbai City, Maharashtra, before a single neutral arbitrator. Such arbitration shall be submitted to the offices of Judicial Arbitration or to such other arbitration service and in such other location as Company, in its sole discretion, shall select. The arbitration shall be administered pursuant to the Rules and Procedures then in effect. The parties shall equally bear the fees of the arbitrator.

11.12.2. WHETHER DISPUTES BETWEEN COMPANY AND DEALER ARE RESOLVED BY ARBITRATION OR SOME OTHER PROCEEDING, COMPANY AND DEALER HEREBY WAIVE (1) ANY RIGHT TO A JURY TRIAL, (2) ANY CLAIMS TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND (3) ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.

11.12.3 Discovery and Motions. The arbitrator selected may grant discovery as required by the reasonable needs of the case, but shall do so in accordance with the parties' desire to



economically and quickly resolve disputes between them. Discovery shall be allowed only as the parties may agree or the arbitrator may permit. The arbitrator shall also determine motions filed, including motions for preliminary, interim, or ancillary relief and motions for summary disposition.

11.12.4 Limitation of Actions. In the event Dealer believes it has any claim against Company arising out of or relating to this Agreement, Dealer shall notify Company of any such claim against Company in writing within 120 days from the date Dealer knows, or has reason to know, of any such claim (“Notification Period”). All such claims shall be submitted to arbitration by initiating the arbitration not later than one (1) year after occurrence of the act or omission giving rise to the claim. Any failure to notify Company of the claim within the Notification Period, or failure to initiate arbitration proceedings within one (1) year after occurrence of the act or omission giving rise to the claim, shall relieve Company of any liability or obligation with respect to the claim and shall constitute an absolute bar to the initiation of any proceedings (including without limitation legal, equitable, or arbitral proceedings pursuant to this section) based on such act or omission.

11.12.5 Initiation of Arbitration. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate to all parties, such notice to include a description of the dispute, the amount involved, and the remedy sought. Each party irrevocably agrees that service of process, notices or other communications relating to the arbitration procedure shall be deemed served and accepted by the other if given in accordance with the provisions of this agreement.

11.12.6 Decision and Enforcement of Award. Any award rendered in the arbitration shall be final, non-appealable, and binding on both parties, and judgment may be entered thereon in any court of competent jurisdiction. Any award rendered shall not be limited to actual damages sustained by the party in whose favor judgment is rendered, and no consequential, punitive, exemplary, special or multiplied damages, nor any award of attorney’s fees or out of pocket legal costs or expenses, shall be awarded. The award of the arbitrator shall be in writing stating the reasons for the arbitrator’s ruling, with one counterpart delivered to each party. An arbitrator may not award relief in excess of or inconsistent with the provisions of this Agreement, order consolidation or arbitration on a class wide basis, or award punitive, incidental, or consequential damages.

11.12.7 Preliminary and Ancillary Relief; Forum Selection; Consent to Personal Jurisdiction. Where feasible, issues of preliminary and ancillary relief shall first be determined by an arbitrator selected in accordance with the provisions of this Agreement. In an emergency, however, when irreparable injury may occur before an arbitrator can be appointed and/or hear the matter; the aggrieved party may apply to a court for preliminary or ancillary relief. Any such application by Dealer shall be made in any state or federal court having jurisdiction. Any such application by Company shall be made in any state or federal court having jurisdiction. The parties irrevocably submit to the personal jurisdiction of such courts. The parties agree that violations or threatened violations of sections 6.2, 6.4, 7.1, 7.2, 8.3, or 9.1 of this Agreement occurring when no arbitrator has been appointed shall presumptively be grounds for application to a court under this paragraph. In such cases, the Company's bond shall be unsecured unless good cause is shown. Institution and prosecution of proceedings for preliminary or ancillary relief under this paragraph shall not be deemed to be a waiver of the parties' agreement to arbitrate any claim not specifically addressed by this paragraph. Any court asked to consider preliminary and ancillary relief by either party shall enter such orders as it deems appropriate, but such orders shall be effective only until the matter can be decided by an arbitrator selected pursuant to this clause. Any claim asserted in such an action not seeking preliminary or ancillary relief shall be stayed or dismissed pending arbitration pursuant to paragraph 11.12.1.

11.12.8 Exceptions to Arbitration: Notwithstanding the foregoing, and in Company's sole discretion, Company shall have the right to institute legal or equitable proceedings to assert claims by Company for amounts owed by Dealer to Company in connection with Dealer's purchase of Device, to enforce Company's Security Interest securing Dealer's obligations hereunder, or to seize Device through attachment, sequestration, or similar proceeding. Company's institution and prosecution of legal or equitable proceedings under this paragraph are not and shall not be deemed to be a waiver of the parties' agreement to arbitrate any claim not specifically addressed by this paragraph. Any claim asserted in such an action not specifically addressed by this paragraph shall be stayed or dismissed pending arbitration pursuant to paragraph 11.12.1.

11.12.9 Consolidation of Proceedings. At the Company's sole option, any arbitration under the

provisions of this Agreement may be consolidated with any other arbitration proceeding involving the Company and presenting similar issues of fact or law.

11.13 Attorney's Fees and Costs. Each party shall bear its own attorney's fees, out of pocket legal costs and other expenses incurred by such party in connection with any arbitration or other proceeding relating to a dispute arising out of this Agreement.

11.14 Mutual Release. Company and Dealer acknowledge that, at the date hereof, neither of them has any claim for damages, reimbursement of expenses, breach of contract, nor any claim of any other nature against the other (except for Device purchased by Dealer from Company and not yet paid for, Shortfall Damages that may be owed to Company by Dealer and any Charge Backs or commission overpayments for Subscriber Deactivations, all of which are hereby reserved) and in consideration of the other entering into this Agreement, any and all such claims of each party, known and unknown, except those that are expressly reserved above, are hereby fully and forever discharged and released.

11.15 Consultation with Counsel. Dealer and Company acknowledge that both parties have had the opportunity to review this Agreement, have negotiated its terms, and have had the opportunity to obtain independent legal counsel for advice regarding all such terms. Neither party has relied upon any representation made by the other party regarding the meaning or effect of any of the provisions of this Agreement. Dealer acknowledges that the provisions herein are reasonably necessary to maintain Company's high standards for service and goodwill.

The parties acknowledge they have fully read and understood this Agreement, and have had the opportunity to confer with legal counsel regarding its terms and conditions.

EXECUTED as of the day and year first above written.

DEALER NAME: .....

OWNER/OFFICER (printed): [ ]

SIGNATURE: [ ]

TITLE: [ ]

COMPANY: KAKRIKA INDIA, Brainchamber Technologies Pvt. Ltd.

[ ]  
By: [ ]  
Its: [ ]

Reviewed and Approved as to Form:

[ ]  
[ ]

*Exhibit A*

*Device*

1. Device: Dealer will be allowed to purchase the device from Company at the KAKRIKA Dealer Device Price List price in effect on the date of shipment to Dealer. By placing an order for KAKRIKA Device I- Dealer represent and warrant that such Device shall be sold only to new Subscribers and approved Sub-Dealer Sites.
  - a. Taxes: Unless Dealer furnishes Company a valid reseller exemption certification, Company shall collect from Dealer and Dealer shall be responsible for payment of all appropriate sales, use, value-added and similar taxes and fees, including penalties and interest, levied by any governmental authority as a result of the delivery, sale, license,

sublicense, distribution or other transfer of Device or Prepay Products to Dealer under this Agreement.

2. Payment Terms. All invoices from Company for Device will be paid by Dealer within [4] days after issue by Company. All invoices from Company for KAKRIKA + service shall be due upon delivery. Company may, in its sole discretion, change Dealer's payment terms, and any credit or charge privileges extended to Dealer, at any time without prior notice to Dealer, except as otherwise required by law. If Dealer does not pay Company when due, then Dealer shall pay late charges at [Rs. 2000] per month or the maximum allowable by law.
3. Shipping Terms. Company will ship on or about the date stated in Dealer's purchase order, provided that adequate supply of products ordered is available. All Devices sold to Dealer will be F.O.B. shipping point, freight prepaid by Company, shipped UPS ground or other carrier of Company's choice, by Company to Dealer's location for initial receipt of goods (distribution center). If Dealer requests alternative shipping methods such as overnight shipping or non-preferred shipping companies, total freight charges will be paid by Dealer. Such charges shall be included on Company's invoice for product shipped to Dealer, unless other arrangements have been previously made that are acceptable to Company. Company reserves the right to decline requests for alternative shipping methods. In the event the parties do not renew this Agreement for an additional term pursuant to Section 8.2, Company may cancel any pending orders for Device and discontinue any further shipments to Dealer for the remainder of the term.
4. Returned Goods Policies

#### 4.1 Device Return Policy

##### a. Defective Goods

Full credit or replacement will be made by Company for Device that is defective in manufacturing, labeling or packaging. Returns for Device with manufacturing defects may only be returned to Company if still under the manufacturer's warranty and the return is made within [7] days of Subscriber. All costs associated with returning the Device to the Company Distribution Center shall be paid by Dealer. Proof of purchase date must accompany all goods returned for

credit.

b. Shipping Errors

Errors or discrepancies in shipment must be reported by Dealer to the Company Distribution Center serving the account within [2] days after receipt by Dealer of Device. Dealer hereby waives any right to dispute such errors or discrepancies if not reported to Company within such [2] days. Dealer also must make a request to the Company Distribution Center for written authorization from the Company to return the product without charge.

c. Non-Defective Customer Returns

Full credit or replacement will be made by Company for Device returned to Dealer by a customer within [7] days of purchase (but in no event after [7] days of sale to the customer) and then returned by Dealer to Company. Returned Device must be in original packaging and in re-sellable “as new” condition. An electronic copy of the customer KAKRIKA + Service Agreement must accompany the returned Device.

4.3 All Returns

Any returns by Dealer that do not comply with this Section will be refused by Company at Company’s shipping docks and returned to the Dealer at Dealer’s expense. In no case will credit be given to Dealer for the following:

- (i) Packaging bearing label or marking not affixed by Company;
- (ii) Damage by improper storage, handling or usage; or
- (iii) Damage by shipping company. Company will assist Dealer in obtaining the required documents to file shipping claims.

All items returned to Company under 4.1.b., 4.1.c, 4.2.b, and 4.2.c must be in re-sellable “as new” condition.

5. Return Procedures:

Dealer must obtain a written Return Authorization (“RA”) number from Company in order to return any Device. Returns will be accepted or rejected in Company’s sole discretion. Dealer may obtain an RA by faxing a fully completed return authorization request form to Company’s

National Order Management Desk.

After Company's receipt of any Device, Company will notify Dealer of any discrepancies between the items stated on the Dealer's packing slip and actual Device received. In the case of Device returned to Company with accessories or components missing, the Device will be returned to Dealer at Dealer's expense and credit will not be issued.

Unless otherwise reported to Dealer, credit shall be issued by Company to Dealer at the previously invoiced Dealer price, or Company shall ship replacement Device within [7] business days of the date of receipt of Dealer's returns to Company. A single credit memo shall be issued by Company for each return shipment, irrespective of the Device returned. Company will not break a single return shipment into multiple credit memos.

WHEN DEALER'S MANUFACTURER-AUTHORIZED WARRANTY SERVICE CENTERS ARE INVOLVED, DEALER SHALL SEND AND PROCESS ALL DEVICE WARRANTY CLAIMS THROUGH THE MANUFACTURER (AND PURSUANT TO THE MANUFACTURER'S WARRANTY TERMS) AND NOT THROUGH COMPANY.

6. Device Warranty. Company will purchase the Device from manufacturers with industry standard warranties. Such warranties will be extended to Dealer and its customers as outlined in relevant Company service agreements and the Company's product welcome guide, if applicable, which accompanies all Device. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE DEVICE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES INTEND THAT THIS PROVISION SHALL APPLY TO DEALER OR ANY OF DEALER'S EMPLOYEES, AGENTS, SUB-DEALER SITES OR CUSTOMERS.

7. Administrative Adjustment Fee. No Device shall be sold or otherwise provided to any person or entity other than Subscribers pursuant to the terms of this Agreement. Should any Device be provided by Dealer or its Personnel to any person or entity other than Subscribers or approved Sub-Dealer Sites, Dealer shall be charged an administrative adjustment fee of [.....] for each such Device sale, and shall be subject to termination in Company's sole discretion (.

Dealer shall not sell, ship or otherwise provide (hereinafter, “Trans-ship”) any model of Device from an Area in which such Device is discounted or subsidized by company to another Area where such Device is not discounted or subsidized. Such Trans-shipment by Dealer or its Personnel shall constitute a material breach of this Agreement. Dealer shall not Trans-ship any Products from one Area to another Area. Such Trans-shipment by Dealer or its Personnel shall constitute a material breach of this Agreement. Dealer shall not sell any Device that may have been provided to Dealer pursuant to an agreement with Company for sales in retail locations to Subscribers obtained through this Dealer Agreement. Any such activity shall be deemed to be a material breach of this Agreement, and this Agreement may be immediately terminated in Company’s sole discretion.

8. Minimum Purchase Quantities. Orders for devices shall be in quantities as set forth in Company’s Master Packs as established by Company in its sole discretion; provided, however, that such minimum purchase shall not apply to low volume. Master Packs currently consist of hundred (100) units. The number of units in a Master Pack is subject to change without notice. Orders for Prepay Cards shall be in quantities as set forth in Company’s Master Packs as established by Company in its sole discretion.

9. Subscriber DEVICE Upgrades. All customers seeking to upgrade their devices for new Device must abide by the current Dealer device upgrade policy of Company. Dealers may not upgrade customer.

10. Price Protection. Company shall sell the device to Dealer at the then current Voice Stream I- Dealer DEVICE Price List price on the date of shipment to Dealer. In the event that the Dealer Device Price List for a particular model decreases for a period of [7] continuous days or more, Company will pay an additional cash commission equal to the difference between (a) the Dealer’s original purchase price of the device, and (b) the Dealer’s new purchase price. This payment will be made for all unsold devices for which the price has decreased that have been shipped to dealer within [7] days of the date the price change is made. Price protection will not be paid on any device that were shipped prior to [7] days of the date the price change is made, or on any device that are subject to a short-term rebate of less than [7] days. Price Protection will



be paid based solely on Company's records relating to sales and inventory of dealer's device; provided, however, that Company reserves the right to require in its sole discretion sufficient documentation to show such device qualify for price protection, including, but not limited to, invoices and sales records.

**11. Employee Service Offering.** Company may from time to time and in its sole discretion allow Dealer to offer for sale to its employees Service under Dealer rate plans ("Dealer Rate Plan"). These sales do not qualify for any subsidy, compensation or credit under this Agreement nor do they count towards the achievement of the Annual Volume Commitment as defined in Exhibit D. Any and all compensation for a Subscriber Activation that Dealer subsequently converts to a Dealer Rate Plan will be charged back to Dealer regardless of any otherwise applicable Charge Back period. In order to activate a Dealer Rate Plan for an employee, Dealer must submit to Company for approval Company's standard KAKRIKA + Service Agreement executed by the employee, along with proof of employment. All Dealer Rate Plans are subject to Company's credit approval. The number of such Dealer Rate Plans that Dealer may activate shall be determined by Company in its sole discretion. The Company's Regional Manager or manager of authority shall have sole discretion for approval, non-approval, and termination of Dealer Rate Plans. The Dealer Rate Plan shall be made available only to employees while they are employed by Dealer, regardless of the Fixed Term indicated on the KAKRIKA + Service Agreement, and Dealer shall immediately notify Company in writing when any such employee is no longer employed by Dealer. Dealer agrees to be jointly and severally liable for any and all amounts owed by its employees to Company that accrued before termination of the Dealer Rate Plan.

**12. Repurchase Rights.** Upon expiration or termination of the Agreement, Company reserves the right to repurchase from Dealer all Device sold by Company to Dealer that remains in Dealer's inventory. If Company exercises this right, then Company will repurchase at Dealer's cost and Company will pay all shipping costs. Company shall make deductions from the repurchase price for all missing components and/or accessories, and Dealer will be charged for the cost to return any device or other Device to a re-sellable condition.

**13. Non-Payment Remedies.** In addition to other remedies available to Company under this Agreement, if Dealer fails to make payment for Device, or other account balances when due, or

if Dealer's financial condition in Company's sole discretion so warrants, Company may: (i) declare any unpaid amount due and immediately payable; (ii) defer or withhold further delivery of Device, or other items distributed to Dealer until payment is made by Dealer; (iii) demand payment in cash before any further delivery of Device ordered or to be ordered; (iv) repossess or demand the return, freight prepaid, of Device, or other items shipped by Company to Dealer, or the proceeds or accounts there from; (v) withhold compensation or other amounts Company owes Dealer and apply such amounts against Dealer's account balance. Dealer hereby irrevocably agrees that Company may enter upon or into any premises on or in which Device, or other items shipped by Company to Dealer, or the proceeds or accounts there from may be situated and remove the same.

15. Amendment. This Exhibit A is subject to change upon thirty (30) days prior written notification by Company to Dealer.

*EXHIBIT B*

*Area*

This Exhibit B more specifically describes the Area in which Company provides KAKRIKA + Service and in which Dealer may act as an authorized Dealer for Company:

**Distance Chart from Kolhapur  
to Other Cities & Towns (Highways in Kms)**

<b>CITY</b>	<b>DISTANCE</b>	<b>CITY</b>	<b>DISTANCE</b>	<b>CITY</b>	<b>DISTANCE</b>
Agartala	3547	Guntur	831	Panaji	262
Agra	1447	Gurgaon	1643	Paradwip	1738
Ahmedabad	893	Guwahati	2794	Pathankot	2125
Aizawl	3286	Gwalior	1329	Patna	1850
Ajmer	1419	Haldia	2039	Pondicherry	898
Akola	701	Hasan	553	Porbandar	1288
Aligarh	1530	Hissar	1814	Pune	233
Allahabad	1516	Hubli	197	Purulia	2081
Ambala	1841	Hyderabad	539	Raipur	1189
Amritsar	2096	Imphal	3278	Rajkot	1109
Asansol	2187	Indore	849	Rameswaram	1203
Aurangabad	447	Jabalpur	1215	Ranchi	1818

Bhaktiyarpur	1898	Jaipur	1496	Ranippettai	821
Bangalore	602	Jaisalmer	1488	Raurkela	1624
Barauni	1961	Jalandhar	2013	Rohtak	1711
Bardhaman	2218	Jammu	2232	Sagar	1301
Bareilly	1665	Jamnagar	1195	Saharanpur	1780
Belgaum	103	Jhamshepur	1858	Salem	805
Bellary	407	Jhansi	1324	Sambalpur	1451
Bhagalpur	2085	Jodhpur	1332	Shahjahanpur	1739
Bhavnagar	1080	Jorhat	3097	Siliguri	2319
Bhopal	1035	Kakinada	1062	Shillong	2894
Bhubaneswar	1614	Kandla	1258	Shimla	1992
Bikaner	1652	Kanniyakumari	1234	Shivpuri	1223
Bilaspur	1300	Kanpur	1544	Silchar	3120
Calcutta	2035	Kochi	988	Solapur	247
Chandigarh	1887	Kohima	3133	Srinagar	2525
Chennai	933	Kota	1248	Surat	595
Chittardurga	404	Kozhikode	765	Thane	375
Coimbatore	869	Krishnagiri	693	Thanjavur	993
Cuttack	1639	Kurnool	564	Thiruvananthapuram	1147

Dehru Dun	1828	Lucknow	1615	Thrissur	909
Delhi	1650	Ludhiana	1954	Tiruchchirappalli	939
Dhanbad	2023	Madurai	1086	Tirunelveli	1240
Dhule	584	Mangalore	541	Tirupati	849
Dibrugarh	3536	Meerut	1658	Tuticorin	1221
Dimapur	3068	Moradabad	1714	Udaipur	1145
Dindigul	982	Motihari	2016	Ujjain	904
Durgapur	2149	Mumbai	396	Ulhasnagar	369
Ganganagar	1653	Muzaffarnagar	1709	Vadodara	780
Gangtok	2433	Muzaffarpur	2064	Varanasi	1641
Gaya	1865	Mysore	668	Vijayawada	819
Ghaziabad	1668	Nagpur	911	Vishakhapatnam	1189
Ghazipur	1713	Nanded	533	Warangal	679
Gorakhpur	1814	Nashik	435		
Gulbarga	405	Nellore	788		

*EXHIBIT C*

*Dealer Compensation Schedule*

**RATE PLAN INCENTIVES/COMMISSIONS**

**A: Rate Plan Incentives.** The following guidelines apply to the payment of Dealer monthly Commissions:

Monthly Volume Attained	monthly commission bonus as per sale of device
[1500]	[5%]
[2000]	[6%]
[2500]	[8%]
[above]	[8.5%]

**B. ADVERTISING**

**General Guidelines.** The Company has made a significant investment to develop and promote advertising programs. The **KAKRIKA +**<sup>®</sup> name is a protected trade name and service name and Dealer and/or its Sub-Dealer Sites must receive prior approvals by the Regional Manager of Company for the Area in which all advertising will be placed. Advertising guidelines are set forth in greater detail in Exhibit F and in the KAKRIKA + Authorized MAP Policies and Procedures which have been provided to Dealer separately and which are incorporated herein as a part of this Agreement.

**C. Amendment.** This Exhibit C is subject to change upon ten (10) days prior written notification by Company to Dealer.

*EXHIBIT D*

*Sub-Dealer Site Checklist*

The following process must be followed and the following information must be received by Company before a Dealer can enter into any contractual arrangement with a Sub-Dealer Site for the sale of Company KAKRIKA + Service or Device.

1. Sub-Dealer Sites must be pre-approved by the Regional Manager of Company or a designated representative authorized by the Executive Director.
2. A completed original of the “Sub-Dealer Site Information Sheet” attached as part of this Exhibit D must be received by Company.
3. The “KAKRIKA + Sub-Dealer Site Sales Policies and Terms and Conditions” attached as part of this Exhibit D must be received by Company.
4. The Sub-Dealer Site Approval/Rejection Letter must be received by Dealer. See attached.

Reminders to Dealers

Sub-Dealer Sites are not allowed to order Device directly from Company.

Company must pre-approve in writing all Sub-Dealer Site advertising, including Sub-Dealer Site use of any use of Company logos or names.

Sub-Dealer Sites must be approved by Company in advance, and are subject to termination by Company, in its sole discretion.

*Sub-Dealer Site Information*

*For Company Pre-Approval*

Proposed Sub-Dealer Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Sub-Dealer Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Business: \_\_\_\_\_

Years In Business: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

PCS# \_\_\_\_\_

Fax#: \_\_\_\_\_

Target Customers: \_\_\_\_\_

Other KAKRIKA + Carriers: \_\_\_\_\_

Is Sub-Dealer Site subject to a non-competition agreement, or *any* restrictions or limitations that would interfere with its ability to perform as a Sub-Dealer Site?

\_\_\_\_\_



**Sub-Dealer Site Approval Form**

Date Received: \_\_\_\_\_ Dealer: \_\_\_\_\_

Sub-Dealer SiteName: \_\_\_\_\_ Market: \_\_\_\_\_

This form is used to notify Dealer regarding the status of requests for Sub-Dealer Site approval. After submittal of a proposed Sub-Dealer Site, KAKRIKA + will review the request and respond to Dealer within seven (7) business days from receipt date.

**Status:**

\_\_\_\_\_ Sub-Dealer Site Approved                      \_\_\_\_\_ Sub-Dealer Site still pending approval  
\_\_\_\_\_ Sub-Dealer Site Approved with Restrictions      \_\_\_\_\_ Sub-Dealer Site Denied

Signature: \_\_\_\_\_

Date Responded: \_\_\_\_\_

**KAKRIKA + SUB-DEALER SITE SALES POLICIES**

**AND TERMS AND CONDITIONS**

As a condition to KAKRIKA + India, Inc.'s approval to allow you ("Sub-Dealer Site") to facilitate KAKRIKA + Service Activations through KAKRIKA plus.com, Inc., Sub-Dealer Site hereby agrees to adhere to the following KAKRIKA + Sub-Dealer Site Sales Policies and Terms and Conditions ("KAKRIKA + Sales Policies").

## 1. DEFINITIONS

Area. The collective geographic area, set forth in Exhibit B of the Dealer Agreement, in which the KAKRIKA + provides KAKRIKA + Service and with respect to which the Dealer may act as an authorized Dealer for KAKRIKA + pursuant to such Dealer Agreement.

Device: Any approved wireless transmission of data, or combined storage and transmission devices, or related Device or accessories to be used on KAKRIKA +'s service.

Intellectual Property Rights. All copyright, trademark, service mark, trade secret, patent and other intellectual property rights (including all rights of registration or renewal thereof and all causes of action relating thereto).

Market. The covered population in the geographic area which boundaries are defined by the Federal Communication Commission Licenses.

Marks. All service marks, trademarks and trade names used by KAKRIKA +, including, but not limited to, the mark KAKRIKA +<sup>®</sup>

Marks Rules. The rules and procedures pertaining to the Marks prescribed by KAKRIKA + from time to time.

Subscriber. Customers, subscribers, or end users purchasing the Device and activating Service through the Dealer and/or Sub-Dealer Site in the Area. Each individual or business entity who (i) purchases a Device from Dealer, and (ii) for whom Service is activated is a Subscriber.

Subscriber Information. Any information gathered by or for Dealer about an actual or Subscriber including, without limitation, names, addresses, e-mail addresses, numbers, and

other personally identifying information, whether or not such information was gathered prior to the commencement of the Agreement.

KAKRIKA + Service. KAKRIKA + is a mass storage device, including wireless transmission service, provided by KAKRIKA + utilizing authorized digital frequencies assigned by the Federal Communications Commission and accessed by digital KAKRIKA +.

## 2. SUB-DEALER SITE GUIDELINES

2.1 Adherence to Agreement. Sub-Dealer Site agrees to adhere to the terms and conditions of KAKRIKA +'s Dealer Agreement, which is incorporated by this reference. Sub-Dealer Site acknowledges that a breach by Sub-Dealer Site of the Dealer Agreement shall be considered a breach by Dealer and shall entitle KAKRIKA + to pursue all rights and remedies it may have under the Dealer Agreement or under the law. Company may, in its sole discretion modify or amend its terms, conditions and other rules governing Sub-Dealer Sites from time to time. The terms and conditions set forth in these KAKRIKA + Sales Policies are in addition to the terms and conditions set forth in the Dealer Agreement. Without limiting the foregoing, Sub-Dealer Site agrees as follows:

2.1.1 The Sub-Dealer Site shall not directly Activate Company's KAKRIKA + Service. In the event a prospective customer indicates a desire to Activate the KAKRIKA + Service, the Sub-Dealer Site shall cause the customer to link directly to Dealer's web site for the purposes of reviewing the offer for KAKRIKA + Service and KAKRIKA +'s Terms and Conditions, and for completion of any sales transaction(s) or Activation. Dealer shall be solely responsible for properly completing the Activation and Device fulfillment, and resolving all other issues associated with Device, shipping and Activation

2.1.2 The Sub-Dealer Site shall not be permitted to: i) present or offer any information regarding KAKRIKA +'s Rate Plans or Device without Company's prior written approval; ii) collect, assemble or store any Subscriber, customer or customer information through or in connection with its operation of the Sub-Dealer Site; perform credit checks; iii) carry or manage any Device inventory; iv)

Activate KAKRIKA + Service, or fulfill or ship Device to a customer; v) engage in any type of direct marketing or sales activities directed to prospective customers without Company's prior written approval; or depict, link to, or otherwise advertise any offensive or sexually explicit material.

2.2 Termination of Sub-Dealer Site. Company shall have the right, in its sole discretion and at any time during the term of the Dealer Agreement, to terminate a Sub-Dealer Site upon written notice to Dealer.

2.3 Non-Solicitation of KAKRIKA +'s Dealers. During the term of the Dealer Agreement, Sub-Dealer Site and anyone acting on its behalf shall not recruit or solicit employees, Dealers, agents, or independent contractors from Company or from any other Dealer of KAKRIKA +.

2.4 Prohibition on Non-Competition Agreements. Sub-Dealer Site, its employees, and agents shall not enter into an exclusivity or non-competition agreement prohibiting them from working directly for Company, or from selling Company's KAKRIKA Service or Device.

2.5 Sub-Dealer Site Support. Sub-Dealer Site acknowledges that Dealer shall be responsible for providing adequate management support and resources to Sub-Dealer Site and that Company has no such responsibility.

2.6 Sub-Dealer Site Compensation. Sub-Dealer Site acknowledges that Dealer shall be solely responsible for payment of any compensation owed, and for reporting any and all information used by Company for purposes of compensating Dealer.

2.7 Restrictions. Sub-Dealer Site shall not employ or enter any agreement to use other Sub-Dealer Sites for the purposes of marketing KAKRIKA + services and products.

2.8 Termination of the KAKRIKA + Sub-Dealer Relationship Between Dealer and Sub-Dealer Site. COMPANY in its sole discretion and at any time may choose to accept Sub-Dealer Site as a direct Dealer of KAKRIKA +. If Company accepts Sub-Dealer Site as a direct Dealer of KAKRIKA +, Company and Sub-Dealer Site shall enter into Company's Dealer agreement.

2.9 No Agency Relationship. Sub-Dealer Site acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, and franchise or third party beneficiary rights with Company. Sub-Dealer Site shall not have the authority to bind Company in any manner.

2.10 Amendments. Company may modify or amend these KAKRIKA + Sales Policies upon written notice to Dealer.

### 3. ADDITIONAL OBLIGATIONS OF SUB-DEALER SITE

3.1 Non-Diversion. Sub-Dealer Site acknowledges it has obtained significant goodwill from Company through use of its Confidential Information and Marks. During the term of this Agreement and for a period of one year after termination of this Agreement (whether voluntary or involuntary, with or without cause), Sub-Dealer Site shall not directly or indirectly (a) request any Subscriber in the Area whom Sub-Dealer Site knows to be a Subscriber of KAKRIKA +, to curtail or deactivate the KAKRIKA + Service, or cancel its relationship with Company, or (b) otherwise solicit, divert or attempt to divert any such Subscriber from patronizing Company, KAKRIKA + Dealers, KAKRIKA + retail stores or the KAKRIKA + Service. During such period, any Subscribers of KAKRIKA + who contact Sub-Dealer Site or its personnel regarding KAKRIKA + Service shall be referred directly to Company.

3.2. Confidential Information. “Confidential Information” means all information of or relating to T- Mobile (whether of a business, technical or other nature) which Sub-Dealer Site knows or reasonably should know to be confidential or proprietary. Without limiting the generality of the foregoing, “Confidential Information” includes all information not generally known to the public that relates to the business, technology, Subscribers, finances, budgets, projections, proposals, practices of Company, including without limitation the terms of this Agreement and the Dealer Agreement, the identities of and all information regarding Subscribers and Subscribers, and all information relating to Company’s KAKRIKA + business plans and proposals, marketing plans and proposals, technical plans and proposals, and research and development. All Confidential Information

will be considered trade secrets of Company and shall be entitled to all protections given by law to trade secrets. Any and all media (whether written, film, tape, optical, magnetic, opto-magnetic or otherwise) embodying any of the information described above shall also constitute Confidential Information. Except for Subscriber Information, which under all circumstances shall be treated as Confidential Information, Confidential Information shall not include information which: (a) was in or entered the public domain through no fault of Sub-Dealer Site; (b) Sub-Dealer Site can show, by written evidence, was rightfully in Sub-Dealer Site's possession prior to receipt thereof from Company; or (c) is disclosed to Sub-Dealer Site by a third party legally entitled to make such disclosure without breach of any obligation of confidentiality.

**3.3 Non-Disclosure of Confidential Information.** During the term of this Agreement and at all times thereafter, Sub-Dealer Site shall not directly or indirectly (a) use any Confidential Information for any purpose other than that for which it is used or disclosed under the terms of this Agreement or the Dealer Agreement, (b) disclose to any person or entity any Confidential Information or in any other way publicly or privately disseminate any Confidential Information, or (c) assist, authorize or encourage anyone else to use, disclose, or disseminate any Confidential Information. Without limiting the foregoing, Sub-Dealer Site shall not use Confidential Information related to Subscribers or Subscribers to directly or indirectly contact or communicate with Subscribers or Subscribers concerning the KAKRIKA + or its KAKRIKA + Service. Sub-Dealer Site further agrees it shall: (a) hold all such Confidential Information in confidence using the same degree of care that Sub-Dealer Site uses to protect its own confidential and proprietary information (but in no event less than reasonable care); (b) use the Confidential Information only for the purpose of performing obligations under this Agreement; (c) reproduce any Confidential Information only to the extent necessary to perform such obligations; (d) restrict disclosure of and access to such Confidential Information only to those Personnel who are directly concerned with, and who agree to maintain the confidentiality of, the Confidential Information; and (e) take all precautions necessary and appropriate to guard the confidentiality of the Confidential Information, including informing employees who handle such information that it is confidential and not to be disclosed to others. Upon termination

of this Agreement, all Confidential Information in the possession or control of Sub-Dealer Site (including all originals and copies of all or any portion of any Confidential Information) shall be promptly returned to Company. Sub-Dealer Site shall be responsible for ensuring compliance with this section by its officers, employees, agents, contractors, and representatives.

3.4 Records. Sub-Dealer Site agrees to maintain at its principal place of business complete and accurate records of Sub-Dealer Site's business conducted pursuant to this Agreement. All records shall be made available for inspection by Company upon reasonable notice to Sub-Dealer Site.

#### 4. INTELLECTUAL PROPERTY RIGHTS

4.1 Marks. Sub-Dealer Site understands and acknowledges that the Marks, along with all Intellectual Property Rights associated therewith, are the property of Company. Sub-Dealer Site acknowledges that it has no rights in or to the Marks and shall not acquire any rights in the Marks or expectancy to their use as a result of any use of the Marks by Sub-Dealer Site, and that all goodwill arising out of any use of the Marks by, through or under Sub-Dealer Site shall inure solely to the benefit of Company. Following the termination of Sub-Dealer Site, Sub-Dealer Site shall immediately discontinue use of any Marks (and any other trademarks or service marks which Company seems to be confusingly similar thereto) and shall promptly destroy, or, at Company's option, forward to Company, all advertising and promotional literature and signage which contain any Marks.

4.2 Other Rights. Sub-Dealer Site acknowledges that the KAKRIKA + Service and Device involve valuable Intellectual Property Rights of KAKRIKA + or its licensors. As between Sub-Dealer Site and Company; Company shall retain all right, title, and interest therein, and no title to or ownership of any Intellectual Property Rights associated with any KAKRIKA + Service or Device is transferred to Sub-Dealer Site or any Subscriber pursuant to these KAKRIKA Sales Policies.

4.3 Protection of KAKRIKA Rights. Sub-Dealer Site will immediately notify Company of any infringement, misappropriation or violation of any Intellectual Property Rights of KAKRIKA or its licensors that comes to Sub-Dealer Site's attention. Sub-Dealer Site will not infringe or violate, and will use its best efforts to preserve and protect KAKRIKA 's and its licensors' interest in, all such Intellectual Property Rights. In the event of any such infringement, misappropriation or violation by or resulting from the activities of Sub-Dealer Site or any of its officers, employees, agents, contractors or representatives, Sub-Dealer Site will promptly report such infringement, misappropriation or violation to Company and Company will take all steps which seems reasonably necessary to terminate any such infringement, misappropriation or violation. Company or its designee will have exclusive control over the prosecution and settlement of any legal proceeding to enforce, to recover damages on account of any infringement, misappropriation or violation, or to defend any of its or its licensor's Intellectual Property Rights.

Without limiting the generality of the foregoing, Sub-Dealer Site will: (a) provide such assistance related to such proceeding as Company may reasonably request; and (b) assist Company in enforcing any settlement or order made in connection with such proceeding; provided that Company will reimburse the expenses reasonably incurred by Sub-Dealer Site to provide such assistance in accordance with KAKRIKA 's requests for the same.

## 5. INDEMNITY; CONSEQUENTIAL DAMAGES

5.1 General Indemnity. Sub-Dealer Site hereby agrees to indemnify, defend, protect, and hold KAKRIKA , and its parent, subsidiaries, affiliates, officers, directors, employees, agents, and insurers, harmless from and against any and all claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including but not limited to attorneys' fees and disbursements, arising out of any negligent act or omission or willful misconduct of, or violation of these KAKRIKA Sales Policies, by Sub-Dealer Site, or its employees, agents, or independent contractors.



5.2 Indemnity as to Advertisements. In furtherance and not in limitation of the Indemnification obligations of Sub-Dealer Site set forth in section 6.1, Sub-Dealer Site hereby agrees to indemnify, defend, protect, and hold Company and its parent, subsidiaries and affiliates, and each of their officers, directors, employees, agents, and insurers, harmless from and against any and all claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including, but not limited to, attorneys' fees and disbursements, arising out of advertisements or promotional materials developed or used by Sub-Dealer Site (except advertisements and promotional materials that have been developed and provided by KAKRIKA ).

5.3 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST REVENUE OR PROFITS, IN CONNECTION WITH THESE KAKRIKA SALES POLICIES OR THE CONDUCT OF BUSINESS BETWEEN DEALER AND SUB-DEALER SITE, EVEN IF KAKRIKA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KAKRIKA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPLICITLY STATED IN THIS AGREEMENT, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 6. TERMINATION

Unless earlier terminated pursuant to paragraph 2.2 above, or under other provisions of the Dealer Agreement, Sub-Dealer Site's authority to offer KAKRIKA , KAKRIKA + Service shall terminate contemporaneously with the Dealer Agreement; provided, however, that Sub-Dealer Site's obligations under sections 3, 4, and 6 of these KAKRIKA + Sales Policies shall survive such termination.

## 7. MISCELLANEOUS

7.1 Remedies Cumulative. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that a party would otherwise have.

- 7.2 No Waiver. No failure by Company to take action on account of any violation of these KAKRIKA Sales Policies shall constitute a waiver of any such violation.
- 7.3 Resolution of Disputes.
- 7.3.1 Submission to Arbitration. Any controversy or claim arising out of or relating to these KAKRIKA Sales Policies (including whether a particular dispute is abatable hereunder) shall be resolved by submission to binding arbitration. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability
- 7.3.2 Arbitrations Involving KAKRIKA. If claims are asserted by or against Company, the arbitration shall be conducted in accordance with the arbitration provisions of the Dealer Agreement, which are incorporated herein as if fully set forth.
- 7.3.3 WHETHER DISPUTES BETWEEN COMPANY, DEALER, AND SUB-DEALER SITE ARE RESOLVED BY ARBITRATION OR SOME OTHER PROCEEDING, COMPANY, DEALER, AND SUB-DEALER SITE HEREBY WAIVE (1) ANY RIGHT TO A JURY TRIAL, (2) ANY CLAIMS TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND (3) ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.
- 7.3.4 Discovery and Motions. The arbitrator selected may grant discovery as required by the reasonable needs of the case, but shall do so in accordance with the parties' desire to economically and quickly resolve disputes between them. Discovery shall be allowed only as the parties may agree or the arbitrator may permit. The arbitrator shall also determine motions filed, including motions for preliminary, interim, or ancillary relief and motions for summary disposition.
- 7.3.5 Limitation of Actions. In the event Sub-Dealer Site believes it has any claim against Company, or Dealer arising out of or relating to this Agreement, Sub-Dealer Site shall notify Company, and Dealer of any such claim against Company, or Dealer in

writing within 120 days from the date Sub-Dealer Site knows, or has reason to know, of any such claim (“Notification Period”). All such claims shall be submitted to arbitration by initiating the arbitration not later than one (1) year after occurrence of the act or omission giving rise to the claim. Any failure to notify Company, or Dealer of the claim within the Notification Period, or failure to initiate arbitration proceedings within one (1) year after occurrence of the act or omission giving rise to the claim, shall relieve Company, and Dealer of any liability or obligation with respect to the claim and shall constitute an absolute bar to the initiation of any proceedings (including without limitation legal, equitable, or arbitral proceedings pursuant to this section) based on such act or omission.

- 7.3.6 Initiation of Arbitration. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate to all parties, such notice to include a description of the dispute, the amount involved, and the remedy sought. Each party irrevocably agrees that service of process, notices or other communications relating to the arbitration procedure shall be deemed served and accepted by the other if given in accordance with the provisions of this agreement.
- 7.3.7 Decision and Enforcement of Award. Any award rendered in the arbitration shall be final, non-appealable, and binding on both parties, and judgment may be entered thereon in any court of competent jurisdiction. Any award rendered shall be limited to actual damages sustained by the party in whose favor judgment is rendered, and no consequential, punitive, exemplary, special or multiplied damages, nor shall any award of attorney’s fees or out of pocket legal costs or expenses be awarded. The award of the arbitrator shall be in writing stating the reasons for the arbitrator’s ruling, with one counterpart delivered to each party. An arbitrator may not award relief in excess of or inconsistent with the provisions of the Dealer Agreement or these KAKRIKA Sales Policies, order consolidation or arbitration on a class wide basis, or award punitive, incidental, or consequential damages.
- 7.3.8 Preliminary and Ancillary Relief; Forum Selection; Consent to Personal Jurisdiction. Where preliminary or ancillary relief is sought by or against Company, such proceedings are governed by the Dealer Agreement. Where feasible, issues of

preliminary and ancillary relief between Dealer and Sub-Dealer Site shall first be determined by an arbitrator selected in accordance with the provisions of this Agreement. In an emergency, however, when irreparable injury may occur before an arbitrator can be appointed and/or hear the matter; the aggrieved party may apply to a court for preliminary or ancillary relief. Any such application by Sub-Dealer Site shall be made in any state or federal court sitting nearest to Dealer's headquarters having jurisdiction. Any such application by Dealer shall be made in any state or federal court (a) sitting nearest to Dealer's headquarters, or (b) having jurisdiction. Dealer and Sub-Dealer Site irrevocably submit to the personal jurisdiction of such courts. Institution and prosecution of proceedings for preliminary or ancillary relief under this paragraph shall not be deemed to be a waiver of the parties' agreement to arbitrate any claim not specifically addressed by this paragraph. Any court asked to consider preliminary and ancillary relief by either party shall enter such orders as it deems appropriate, but such orders shall be effective only until the matter can be decided by an arbitrator selected pursuant to this clause. Any claim asserted in such an action not seeking preliminary or ancillary relief shall be stayed or dismissed pending arbitration pursuant to paragraph 8.9.1.

- 7.3.9 Consolidation of Proceedings. At the Dealer's sole option, any arbitration under the provisions of this Agreement may be consolidated with any other arbitration proceeding involving the Dealer and presenting similar issues of fact or law.

*EXHIBIT E*

*KAKRIKA Premier Dealer Program Rules*

- A. Incorporated I Dealer Agreement. These Program Rules (“Rules”) are part of the I- Dealer Agreement (“Agreement”) that has been executed by Company and Dealer. These Rules apply to all Subscriber Activations.
- B. Inconsistencies in Terms. If any inconsistency or conflict exists between these Rules and the Agreement, these Rules control. In such case and except as specifically stated herein, the provisions of the Agreement not inconsistent with these Rules remain in full force and effect.
- C. Advertising.
1. The Company has made a significant investment to develop and promote advertising programs. The KAKRIKA® name is a protected trade name and service name. Dealer and Sub-Dealer Sites must receive prior approval for all advertising for Web Site featuring Company name, logos, images or marks, or information.
  2. Dealer acknowledges receipt of and agrees to adhere to the KAKRIKA Internet Minimum Advertised Price Policy (“IMAPP”).
  3. Dealer and its Web Site shall adhere to all KAKRIKA advertising guidelines when using the KAKRIKA logo.
  4. Dealer is responsible for ensuring that advertising complies with all applicable laws and regulations.
- D. Activation Procedures. Dealer shall not be entitled to any Commission or to any other compensation with respect to any Subscriber, unless the following Activation procedures have been fully performed:
1. Before making any commitment to a potential Subscriber regarding KAKRIKA Service, I- Dealer shall display Company’s Terms and Conditions, as defined by the Company, on Dealer’s Web Site and shall require the potential Subscriber to acknowledge acceptance of Company’s terms and conditions by checking an “I agree to the terms and conditions of Company’s KAKRIKA Service” box. Dealer will not process the potential customer’s request for Service without the electronic acceptance from the potential Subscriber to Company’s Terms and Conditions.

2. Dealer will contact the appropriate credit bureau utilized by Company and provide this agency with the appropriate information required for the potential Subscriber.
3. Dealer will advise the potential subscriber if any deposit or advance payment is required. Dealer will obtain from the potential Subscriber the required deposit or advanced payment made payable to Dealer (not Company) regardless of whether payment is made by check, credit card, cash, or other method. Dealer shall keep the deposit funds in its own account and Dealer assumes all liability and responsibility for dishonored or invalid deposit payments, including without limitation, checks not honored due to insufficient funds (NSF), credit card charge-backs, and unauthorized credit charges. Service agreements for Subscribers provided by Dealer to Company shall indicate the amount of the deposit, if any, taken by Dealer. During the activation process, Company shall credit the Subscriber's account the amount of the deposit. When Company processes a monthly commission check for Dealer, Company shall deduct from Dealer's commissions for that month and any other payments due Dealer the amount of all deposits taken by Dealer during that month. Deductions from commissions shall be made for all deposits taken by Dealer, regardless of whether Dealer actually collects, or receives credit for the funds related to the deposit payments. If, after said deduction, Dealer owes funds to Company, Company shall invoice Dealer for the amount due. Dealer shall pay invoices within thirty (30) days of receipt of the invoice.
4. Dealer may appoint agents or independent contractors (collectively, "Sub-Dealer Sites") to promote, market, and sell the KAKRIKA Service and Device only upon prior written approval of Company and under the terms and conditions contained in the Agreement, Exhibit D, or this Exhibit E, or as otherwise may be required by Company from time to time in its sole discretion. Dealer shall obtain Company's prior written approval of an Sub-Dealer Site before Dealer enters into any agreement, contingent or otherwise, with any such Sub-Dealer Site.
  - 4.1 Prior to appointment as an Sub-Dealer Site, each potential Sub-Dealer Site must first enter into the Sub-Dealer Site Agreement attached as part of Exhibit D. Company reserves the right to modify its terms, conditions and other rules governing Sub-Dealer Sites from time to time. Dealer agrees that upon notice of such modification,

- Dealer shall cause all Sub-Dealer Site Agreements to be amended to comply with such modification(s).
- 4.2 Upon Company's approval of Sub-Dealer Site, Dealer shall provide the Sub-Dealer Site with authorized KAKRIKA information and images to be used by the Sub-Dealer Site.
- 4.3 The Sub-Dealer Site shall not directly Activate Company's KAKRIKA Service. In the event a prospective customer indicates a desire to Activate the KAKRIKA Service, the Sub-Dealer Site shall cause the customer to link directly to Dealer's web site for the purposes of reviewing the offer for KAKRIKA Service and Company's Terms and Conditions, and for completion of any sales transaction(s) or Activation. Dealer's web site, from which customers may activate the KAKRIKA Service, shall identify the Sub-Dealer Site, but expressly disclose that such web site is "powered" by Dealer. Dealer shall be solely responsible for properly completing the Activation and Device fulfillment. Dealer shall also be solely responsible for resolving all issues associated with the Activation (except as otherwise stated in this Agreement), Device and shipping.
- 4.4 Sub-Dealer Sites shall not be permitted to i) present or offer any information regarding Company's Rate Plans or Device without Company's prior written approval, to be exercised in Company's sole discretion; ii) collect, assemble or store any Subscriber, customer or customer information through or in connection with its operation of the Sub-Dealer Site; iii) perform credit checks; iv) carry or manage any Device inventory; v) Activate the KAKRIKA Service, or fulfill or ship Device to a Subscriber; vi) engage in any type of direct marketing or direct sales activities directed to prospective customers, without Company's prior written approval, to be exercised in Company's sole discretion; or vii) depict, link to, or otherwise advertise any offensive or sexually explicit material.
- 4.5 Company, in its sole discretion, shall have the right to approve or disapprove of any proposed Sub-Dealer Site. Further, Company, in its sole discretion, may terminate any Sub-Dealer Site upon prior written notice to Dealer.

5. Upon full performance of the steps described in this Section D and upon compliance with all of Company's other requirements and procedures for the activation of the KAKRIKA + Device, Company will activate the KAKRIKA Service for the Subscriber.

E. Promotions.

1. Promotions are defined as promotional pricing on Device or airtime that is advertised through newspaper, radio, and television.
2. Company is not obligated to offer promotions on Device, Accessories or airtime to I-Dealer, except in Company's sole discretion.

F. Miscellaneous.

1. Prohibited Sales Activities. As set forth in the Agreement, all sales of Device and KAKRIKA Service must be made from Dealer's Web Site. Accordingly, Dealer and its Personnel shall not promote or sell Device or KAKRIKA Service through retail stores or representatives, outbound telemarketing activities, direct mail activities, broadcast faxing activities, SPAM email solicitations as defined under federal and state law, catalog sales activities, text messaging to consumers or any other similar sales activity ("Prohibited Sales Activities") without the prior written approval of Company, which approval shall be in Company's sole discretion. In the event Company receives a complaint, claims or other notification and/or documentation evidencing that Dealer or its Personnel have promoted or sold Device or KAKRIKA Service through Prohibited Sales Activity, Company shall be entitled to recover from Dealer liquidated damages in the amount of [20000] per violation. If, during the term of this Agreement, Company resolves a claim relating to a violation for which Company has assessed and offset liquidated damages as described herein, for an amount less than [20000], Dealer shall be entitled to a credit or reimbursement for any amounts assessed or offset in excess of the actual settlement amount paid in connection with such claim. If, at any time during the term of this Agreement, Company resolves a claim relating to a violation for which Company has assessed and offset liquidated damages as described herein, for an amount more than [20000], Dealer shall be assessed such additional amounts of the actual settlement paid by the Company. Dealer agrees that this method of calculating liquidated



damages, and any sum owing there from, reasonably estimates the damages Company will sustain as a result of Dealer's breach of the prohibited sales activities described herein. Company shall be entitled to offset any liquidated damages assessed and settlement amounts paid to claimants as described herein from any amounts owed to Dealer. Nothing herein shall be construed to limit the parties' respective rights or obligations under the provisions of Section 10.1 of the Agreement relating to Indemnity.

2. Fraudulent Activities. Company considers the following activities to constitute fraud. Engaging in such activities will result in loss of commissions, money damages, and/or termination of the Dealer and its Personnel: (a) Activation Fraud: this occurs when a Dealer or its Personnel subscribes to the KAKRIKA Service through the use of information fraudulently obtained from another person, or by simply using false identification, or pre-activates the device prior to sale to a Subscriber; (b) Commission Fraud: this occurs when a Dealer or its Personnel modifies new or existing Subscriber accounts to artificially inflate commission and/or activation credit. By way of example, when a Dealer or its Personnel activates multiple pooled lines where the total number of lines activated exceeds the Subscriber's service need, or by downgrading a Subscriber rate plan in order to add on a new line that pays a higher commission value, this constitutes Commission Fraud;
3. Prohibited Use of Company Promotional Slogans or Similar Names. Dealer and its Web Site shall not use promotional slogans or phrases in connection with any service or product if the slogan or phrase was first used by Company in connection with Company's KAKRIKA Service or Device (collectively, the "Protected Slogans") unless Dealer has obtain Company's prior written consent for any such use the3 forgoing prohibitions shall apply to , but not be limited to , the following uses: domain names, company names, advertising, promotional materials, signage, and all similar uses. Dealer shall not register or apply to register with any public or private entity any domain name, trademark or trade name that contains any Protected Slogans or Protected Words. Company shall have the right to immediately terminate any Dealer that breaches the provisions of this section. Company shall have the option to bring court proceedings to seek an injunction or other equitable relief to enforce any right, duty or obligation under this Section. To

obtain injunctive or other equitable relief, Company shall not be required to post a bond or, if required by law or by the court, Dealer hereby consents to a bond in the lowest amount permitted by law and the parties agree that relief may be granted without proving monetary damages. This section shall in no way limit Company's rights under this Agreement, at law, or in equity, regarding the improper or illegal use of Company's intellectual property. The terms of this Section shall survive any termination of this Agreement.

G. Company Approval.

1. Any sales contests, Activation spiffs, or other forms of compensation offered to Dealer must receive prior written approval from the Vice President of Sales for Company in order to be valid.
2. This Exhibit E is subject to change upon five (5) days prior written notification by Company to Dealer.

*EXHIBIT F*

*Web Site Terms and Conditions*

A. Web Site Terms and Conditions.

1. Dealer shall perform, without charge to Company, such services as may be necessary to design, develop, host, and continuously maintain the Web Site. Dealer shall provide access to all proposed pages pertaining to Company for approval prior to posting. Dealer will make best efforts to keep information on its Web Site current at all times. In the event that Company at any time notifies Dealer, in its sole discretion, that it deems the Web Site or any elements thereof to contain inaccurate information regarding the Company's KAKRIKA Service offer, Dealer shall promptly revise and correct the applicable Web Site elements to Company's satisfaction within a time frame not to exceed [48] hours, or Company has the immediate right to terminate this Agreement. In the event that Company at any time notifies Dealer, in its sole discretion, that it seems the Web Site or any elements thereof to be otherwise unsuitable, Dealer shall promptly revise and correct the applicable Web Site elements to Company's satisfaction within a time frame not to exceed [48] hours, or Company has the immediate right to terminate this Agreement.
2. With respect to KAKRIKA Services, Company will be the owner of all information relating to any Company Subscriber collected by or for Dealer (including, without limitation, names, addresses, e-mail addresses, numbers, information regarding Web Site usage and purchasing habits and other personally-identifying information) (collectively, "Subscriber Information"), along with all associated Intellectual Property Rights, and Dealer shall treat the same as Confidential Information. Dealer shall adopt policies to protect such Confidential Information with respect to Subscribers and potential Subscribers as Company may specify from time to time. To the extent that Dealer at any time has or obtains any right, title or interest with respect to any Subscriber Information or any associated Intellectual Property Rights, Dealer hereby assigns and agrees to assign the same to Company.
3. Dealer shall take such actions (including, without limitation, execution of affidavits and other documents) as Company may request to effect, perfect or confirm Company's

ownership interests as set forth in paragraph 2 of this Exhibit F. Upon Company's request, and in any event upon the expiration or termination of this Agreement, Dealer shall deliver to Company all copies of any Subscriber Information in its possession or control, upon such media as Company may reasonably request, along with such supporting documentation and information as Company may reasonably request in order to effectively make use of the same.

4. Dealer represents, warrants and covenants that: (a) it possesses or will possess sufficient resources and rights in the Web Site in order to enter this Agreement and comply with its terms, including those contained in this Exhibit F; (b) it will perform the services described in section 1 above in a timely, professional, and workmanlike manner; and (c) nothing on the Web Site shall violate, misappropriate or infringe any Intellectual Property Rights of any third party or contain any materials which are obscene, libelous or defamatory.
5. Dealer shall make its best efforts to ensure that in any given twenty-four hour period during the term of this Agreement, the Web Site shall have an uptime of at least 98% (with industry standard downtime for maintenance, provided that such downtime not occur at peak traffic times). Dealer shall repair any malfunctions of the Web Site as promptly as reasonably possible after notice by any party of such condition. Dealer shall operate and continuously maintain its Web Site hereunder so as to promote and protect Company's business and KAKRIKA Service reputation
6. Dealer shall take all commercially reasonable action to assure that its Web Site shall allow for Secure Collection and Maintenance of any Confidential Information relating to Subscribers or Subscribers:

Dealer shall report to Company as requested from time to time, the following information: Number of Hits for Home Page featuring Company's KAKRIKA Services, Average Number of Page Views (Impressions) of Company's Products and KAKRIKA Services, Summary of Sales Transactions for Company's Products and Services, Subscriber Information, and Evidence of the Subscriber's Acceptance of the terms and conditions applicable to the Subscriber's Service.

Amendment. This Exhibit F is subject to change upon ten (10) days prior written notification by Company to Dealer.

## *EXHIBIT G*

### *Definitions*

A. Definitions. In addition to the terms defined in the Agreement, the following terms will have the meanings set forth below:

Activation. The commencement of KAKRIKA Services by Company to a valid Subscriber's device on registering it on the Company's website [www.KAKRIKA\\_plus.com](http://www.KAKRIKA_plus.com) with the product no. specified on the product.

Area. The collective geographic areas set forth in Exhibit B, in which the Company provides KAKRIKA Service and with respect to which the Dealer may act as an authorized Dealer for Company pursuant to this Agreement.

Intellectual Property Rights. All copyright, trademarks, service mark, trade secret, patent and other intellectual property rights (including all rights of registration or renewal thereof and all causes of action relating thereto).

Market. The covered population in the geographic area which boundaries are defined by the Federal Communication Commission Licenses referenced in Exhibit B.

Marks. All service marks, trademarks and trade names used by Company, including, but not limited to, the mark KAKRIKA®.

Marks Rules. The rules and procedures relating to Company's Marks and set forth in Exhibit I.

Sub-Dealer Sites. World wide web sites owned and operated by third party companies, in a contractual relationship with Dealer, in which Dealer provides functionality for consumers to compare, shop and purchase Company's Device and Services pursuant to the terms and conditions of this Agreement.

Personnel. Dealer's employees, employees of Sub-Dealer Sites, agents, independent contractors, and licensees.

Solicit. To advertise, market, otherwise petition visitors for a request to purchase Device and/or Services from the Company.

URL. Uniform Resource Locator.

Visitor. Any person visiting the Web Site.

Web Site. Dealer's electronic commerce and direct response marketing programs [not including broadcast faxing, telemarketing, SPAM email, etc.], including the marketing of a variety of products and services including telecommunications products and services through its world wide web site on the Internet, sites that it hosts on behalf of its Sub-Dealer Sites, Company distribution partners and affiliates, and In-bound telemarketing. Dealer's programs will be developed, operated and maintained by Dealer pursuant to the terms of this Agreement, committed to the promotion, marketing and solicitation of Service and Device. Specifications for a Web Site are fully set forth on Exhibit F. For the purposes of this Agreement, Web Site shall also mean a World Wide Web site, developed, or to be developed, operated and maintained by Dealer pursuant to the terms of this Agreement, committed to the promotion, marketing and solicitation of Service and Device. Specifications for a Web Site are fully set forth on Exhibit F.

KAKRIKA Service. KAKRIKA mass storage device including wireless data transmission service, provided by Company utilizing authorized digital frequencies assigned by the Federal Communications Commission and accessed by digital KAKRIKA .

- B. Amendment. This Exhibit G is subject to change upon thirty (30) days prior written notification by Company to Dealer.

## *EXHIBIT H*

### *Marks Rules*

A. Incorporated Agreement. These Marks Rules (“Rules”) are part of the Dealer Agreement (“Agreement”) that has been executed by Company and Dealer. These Rules apply to Dealer’s use of Company’s trademarks and service marks, as well as any and all trademarks and service marks licensed to Company by its subsidiaries, affiliates and parent companies (“Marks”),.

1. Authorization to Use Marks

Dealer must obtain Company’s prior written consent to use and reproduce the Marks as Company and/or Company’s licensors of sublicensed Marks may authorize in writing from time to time and solely in connection with the performance of Dealer’s obligations under the Agreement.

2. Registration Symbols

When using the Marks, Dealer must use the proper notice symbol to reflect whether a Mark is registered or unregistered. There are three types of symbols:

® indicates a trademark registered in the INDIA.

Example: KAKRIKA ®

™ indicates an unregistered trademark, i.e., a term used as an adjective to identify a Company product.

Example: SIDEKICK™

SM indicates an unregistered service mark, i.e., a term used as an adjective to identify a Company service.

Example: MEGATONES<sup>SM</sup>

These symbols must be placed on each of the Marks the first time that a Mark appears in a document, the first time a Mark appears on a page (including on a Web page), and on all media.

A list of the Company's principal trademarks and service marks, and trademarks and service marks that are licensed to the Company by its parent corporation, Deutsche Telekom AG, are attached at the conclusion of these Marks Rules.

If Dealer has any questions about the current registration status of any of the Company's Marks, please direct inquiries to Company's Intellectual Property Counsel at info@KAKRIKA plus.com

3. Use of Marks

Always use a Mark as an adjective modifying a noun. Do not use a Mark as a noun.

Correct: "KAKRIKA<sup>®</sup> global KAKRIKA Services."

Incorrect: "KAKRIKA<sup>®</sup> can be used around the world."

Use logos exactly as used by Company, without any alteration or modification to the design, words, colors and/or proportions.

Keep Marks visually distinct from other text, images or materials. In particular, keep the KAKRIKA<sup>®</sup> logo as a stand-alone icon, without other marks or logos grouped with it. Only Company Marks may be used in conjunction with the KAKRIKA<sup>®</sup> logo.

Do not use Marks in conjunction with the marks or logos of other KAKRIKA Service providers or other third parties.

4. Notice:

Dealer must include the following legend, as a footnote or footer that conspicuously appears in the same document or on the same page as the Marks:

"KAKRIKA<sup>®</sup> [and LIST OTHER MARKS MARK/S] are registered.

5. Additional Rules

Dealer may not use the Marks, or confusingly similar versions of the Marks, as all or part of a company name or trade name, whether registered or not.

Dealer may not use the Marks, or confusingly similar versions of the Marks, in a domain name. If Dealer uses the Marks in this manner, Dealer will be required to transfer ownership of the domain name to Company.



Dealer may not register or apply to register the Marks, or confusingly similar versions of the Marks, in any fashion.

Dealer may not use the Marks, or confusingly similar versions of the Marks, in a manner that implies Company's sponsorship or endorsement.

Dealer may not use the Marks, or confusingly similar versions of the Marks, in a manner that is inaccurate, distasteful or that disparages Company. Dealer may not use the Marks, or confusingly similar versions of the Marks, in any manner that Company determines, in its sole discretion, diminishes or damages Company's goodwill in the Marks.

Upon termination of the Agreement for any reason, Dealer must deliver to Company all literature, materials, business cards, signs, labels, and other documents, and all registrations, upon which or in which the Marks appear.

Company reserves the right to review any use of the Marks at any time. Dealer must provide Company with specimens of Mark usage prior to use, and a reasonable opportunity to review and approve Dealer's use of the Marks prior to their use.

Certain Company products and/or services include products and/or technology of third parties. Dealer may not use any marks of third parties without their express permission.

- B. Reservation of Rights. Company may begin using new Marks, modify and revise its Marks, and abandon use of its Marks at any time and in its sole discretion.
- C. Amendment. This Exhibit H is subject to change upon thirty (30) days prior written notification by Company to Dealer.