

SUBDEALER AGREEMENT

This Subdealer Agreement (“Agreement”) is dated as of _____, **1, 2011**, by and Dynamic Cellular Inc., a New York corporation doing business as E-Wireless (“E Wireless”), on the one hand, and _____, a _____ (State) _____, or any of its affiliates (“Subdealer”), on the other hand.

- RECITALS -

A. Dynamic Cellular Inc., . d.b.a E-Wireless is or expects to be an authorized Distributor for the wireless, pay-in-advance personal communications services (“PCS” or “Cricket PCS”) offered by Cricket Communications, Inc. (“Cricket”), in specific, local geographical areas (each, a “Service Area”), which Service Areas currently consist of Arizona (Phoenix, Tucson), Arkansas (Central Arkansas, Hot Springs, Little Rock, Pine Bluff, Fort Smith, Jonesboro, Northwest Arkansas), California (Modesto, Merced, Visalia Valley), Colorado (Denver, Northern Colorado, Ft. Collins, Colorado Springs, Greeley, Loveland, Pueblo), Georgia (Columbus, Macon), Idaho (Boise), Kansas (Wichita), Michigan (Kalamazoo, Battle Creek, Flint, Jackson), Nebraska (Omaha, Lincoln), New Mexico (Albuquerque, Santa Fe), New York (Buffalo, Syracuse), Nevada (Reno, Sparks, Carson City), North Carolina (Charlotte, Triad Area, Hickory), Ohio (Dayton, Greater Toledo), Oklahoma (Tulsa), Oregon (Salem, Eugene, Springfield), Pennsylvania (Pittsburgh), Tennessee (Chattanooga, Clarksville, Knoxville, Memphis, Middle Tennessee), Utah (Wasatch Front, Salt Lake City, Ogden, Provo), Washington (Spokane), Texas (El Paso) (collectively, the “Area”). It is expected that additional Service Areas will be added to the Area over time. The Area of this Agreement shall be defined as all current and future Cricket Service Area(s).

B. Subdealer wishes to sell PCS as offered by Cricket as a subdealer of Dynamic Cellular Inc., . d.b.a E-Wireless. Subdealer also wishes to sell the mobile wireless telephones and accessories which can be used in conjunction with PCS (collectively, the “Products”), and provide for installation, maintenance and service for such Products.

C. Dynamic Cellular Inc., . d.b.a E-Wireless is willing to contract with Subdealer as its subdealer to sell PCS and the Products, subject to the terms and conditions of this Agreement. Dynamic Cellular Inc., . d.b.a E-Wireless also may contract with other subdealers to sell PCS and the Products on such terms as Dynamic Cellular Inc., . d.b.a E-Wireless and such other subdealers determine.

D. Subdealer has sufficient working capital to operate Subdealer’s business.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed:

1. RELATIONSHIP OF THE PARTIES.

(a) **Authorization.** Subject to any approval that may be required by Cricket, Dynamic Cellular Inc., . d.b.a E-Wireless hereby authorizes Subdealer, and Subdealer hereby agrees, to use its best efforts to offer and sell the Products together with Cricket PCS to end-users of such PCS, under service plans and prices authorized by Cricket (“Authorized Rate Plans”), through all locations where Subdealer offers for sale wireless products in the Area (including locations opened after the date hereof which are located in an authorized Service Area), subject to the terms and conditions of this Agreement. Subdealer acknowledges that Cricket may offer directly, and/or may appoint other dealers, subdealers, retailers and others who may offer or sell, Products and PCS in the Area, and provide installation, repair or warranty service. Subdealer further acknowledges that Cricket has the right to amend the Authorized Rate Plans which it offers, and to add, delete, suspend or modify at any time the terms and conditions pursuant to which PCS are provided. Subdealer shall not make any representations or warranties concerning the Products and Cricket PCS other than those released or approved in writing by Cricket. During the term of this Agreement, Subdealer shall operate and maintain at least one retail business establishment suitable for the marketing, sales and service of the Products and Cricket PCS. Subdealer acknowledges that, as a condition of it becoming a subdealer of Dynamic Cellular Inc., . d.b.a E-Wireless under this Agreement, it shall be required to (i) execute and deliver a Confidentiality and Non-Solicitation Agreement in the form of Exhibit A hereto (such form may be revised from time to time, and Subdealer shall be required to execute any revised form of the Confidentiality and Non-Solicitation Agreement), and (ii) if requested by Dynamic Cellular Inc., . d.b.a E-Wireless, cause its principals to execute a Personal Guaranty in the form of Exhibit B hereto (such form may also be revised, and Subdealer shall be required to have any principals that have executed the Personal Guaranty to execute any revised form Personal Guaranty).

(b) **Terms Subject to Cricket Agreement; Other Carrier Agreements; Expansion of Area; Definition of Area.** Subdealer acknowledges and agrees that Dynamic Cellular Inc., . d.b.a E-Wireless’ hiring of Subdealer as a subdealer to sell the Products and Cricket PCS is subject to the terms of Dynamic Cellular Inc., . d.b.a E-Wireless’ Distributor Agreement with Cricket (the “Cricket Agreement”) and, accordingly, a change in the terms of the Cricket Agreement may result in a change to the terms of this Agreement.

It is understood and agreed by the parties that the Area may be expanded, or certain territories within the Area exited, by Dynamic Cellular Inc., . d.b.a E-Wireless upon notice to Subdealer. The Area may include certain Service Areas for which Dynamic Cellular Inc., . d.b.a E-Wireless does not currently have authority to sell Cricket PCS, but for which Dynamic Cellular Inc., . d.b.a E-Wireless anticipates obtaining such authority from Cricket. Subdealer shall have no claim against Dynamic Cellular Inc., . d.b.a E-Wireless should Dynamic Cellular Inc., . d.b.a E-Wireless fail to obtain authority from Cricket to sell Cricket PCS in the Service Areas for which Dynamic Cellular Inc., . d.b.a E-Wireless does not have such authority as of the date of this Agreement.

(c) **Ethical Conduct.** In performing its duties as a Subdealer for Dynamic Cellular Inc., . d.b.a E-Wireless, whether pursuant to this Subdealer Agreement or any other agreement for the distribution of products Subdealer may have with Dynamic Cellular Inc., . d.b.a E-Wireless, Subdealer shall conduct its business in a courteous and professional manner, adhere strictly to the highest standards of honesty, integrity, fair dealing and ethical conduct, and refrain from any business practice, promotion, advertising or other action which may be injurious to the business, trademarks, service marks, names, reputation or goodwill of Cricket, Dynamic Cellular Inc., . d.b.a E-Wireless and/or their affiliates. Without limiting the generality of the foregoing, Subdealer shall not (i) falsify any records; (ii) make any misrepresentations or unauthorized commitments to Dynamic Cellular Inc., . d.b.a E-Wireless, Cricket, or any actual or potential subscriber of PCS; (iii) disparage any Cricket Products; (iv) engage in unfair marketing practices; and (v) operate and/or manage its business in a way that directly or indirectly diverts wireless activations away from Dynamic Cellular Inc., . d.b.a E-Wireless. The provisions of this section shall govern Subdealer in performing its duties as a Subdealer for Dynamic Cellular Inc., . d.b.a E-Wireless pursuant to all of Subdealer’s agreements with Dynamic Cellular Inc., . d.b.a E-Wireless, and shall supersede any conflicting provisions of this nature in any agreements between Dynamic Cellular Inc., . d.b.a E-Wireless and Subdealer entered into prior to the date of this Agreement.

(d) **Nature of Relationship.** In all dealings within the scope of this Agreement, the parties acknowledge and agree that the relationship created by this Agreement is that of independent contracting parties and is not, and shall not be deemed to be, any other relationship, including, without limitation, that of joint venturers, joint employers, agency, or partnership. Subdealer will rely on its own knowledge and judgment in making business decisions subject only to the requirements of this Agreement. Subdealer is not authorized to (i) vary any standard terms appearing on Cricket forms, or (ii) bind or otherwise obligate Cricket in any manner. Subdealer shall identify Cricket as the provider of PCS and may not refer to itself as an agent of Cricket. Subdealer has not paid and will not be required to pay any franchise fee or other fee for the right to be a subdealer as provided in this Agreement, or to use the trademarks of Cricket. This Agreement does not create any franchise, and Subdealer represents and warrants to Dynamic Cellular Inc., . d.b.a E-Wireless that Subdealer does not and shall not deem itself to be a franchisee of Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless under any applicable law.

(e) **Confidentiality.**

(i) **Confidential Information Acknowledged.** Subdealer acknowledges that it will be in receipt of certain confidential, proprietary information relating to Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless, including without limitation, lists of subscribers to PCS ("Subscribers"), and other information not generally known to the public relating to Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless (collectively, "Confidential Information"). Confidential Information includes, without limit, the identities of and contact information for all Subscribers, the terms of Cricket's relationships with its Subscribers, the terms of this Agreement, names/addresses of prospective Subscribers which are furnished by Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless, all business plans and proposals, all marketing data, plans and proposals, all technical data, plans and proposals, all research and development, all budgets and projections, all training, service and business manuals, promotional materials, training courses and other training and instructional materials, vendor and product information, all nonpublic financial information, all information which Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless designates as confidential or a trade secret, information relating to Subdealer's sales of Products and associated PCS under this Agreement, and all other information and matters concerning Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless not generally known to the public, in every form in which such information shall exist, whether written, film, tape, computer disk or diskette or any other form of information media. Subdealer acknowledges that any Confidential Information that has been disclosed to or learned by Subdealer has been disclosed or learned solely in connection with the performance of its duties under this Agreement. Subdealer agrees that all Confidential Information is the exclusive property of Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless, as the case may be. Subdealer further acknowledges and agrees that all Confidential Information is a valuable, unique and special asset; that all Confidential Information is to be utilized by Subdealer solely in the performance of its duties under this Agreement; that the disclosure or improper use of such Confidential Information would irreparably injure Cricket and/or Dynamic Cellular Inc., . d.b.a E-Wireless; and that the Confidential Information is a trade secret of either Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless. Subdealer acknowledges that Dynamic Cellular Inc., . d.b.a E-Wireless is entitled to a temporary restraining order, preliminary injunction and permanent restraining order for Subdealer's wrongful use and/or distribution of Confidential Information, and/or Subdealer's violation of non-compete provisions of this Agreement, and/or Subdealer's diversion of wireless activations and sales from Dynamic Cellular Inc., . d.b.a E-Wireless.

(ii) **Information Kept Confidential.** Subdealer agrees that, during and at all times after the term of the Agreement, neither Subdealer nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with Subdealer, shall directly or indirectly, divulge, use, sell, exchange, give away or transfer any Confidential Information. Subdealer further agrees that it will advise its employees and other agents of these restrictions and will use its best efforts to prevent the disclosure or the improper use of Confidential Information by any current or former employees or agents of Subdealer. Subdealer shall make no copies of any Confidential Information without first obtaining the consent of the owner thereof, and shall implement and maintain responsible procedures to prevent unauthorized use and disclosure of such Confidential Information. Any permitted copies of Confidential Information shall contain the same confidentiality or proprietary notices or legends, if any, which appear on the original. Upon termination of this Agreement or request by the owner thereof, Subdealer shall return to the owner thereof or destroy (as instructed by the owner) all copies which contain Confidential Information in whatever form of medium.

(iii) **Service of Process.** If Subdealer is served with any form of process to obtain any Confidential Information, Subdealer shall immediately notify Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless, and they shall have the right to seek to quash or otherwise challenge such process.

(f) **Non-Solicitation.** Subdealer agrees that, during the term of this Agreement and for three years thereafter, neither Subdealer nor any of its affiliates, successors in interest, related entities or assigns shall at any time (i) request any person or entity whom Subdealer knows to be a Subscriber of Cricket, to curtail or cancel its business with Cricket, or (ii) otherwise solicit, divert or attempt to solicit or divert any such Subscribers from patronizing Cricket or its business; or (iii) attempt to induce or induce any Subscriber to terminate its subscription for Cricket's PCS.

(g) **Solicitation and Enrollment.** Subdealer shall diligently and actively promote and market the Products and Cricket PCS offered by Cricket in the Area. Subdealer shall solicit Subscribers by using PCS applications and forms as may be required from time to time by Cricket. Subdealer shall comply with any procedures and practices for enrollment of Subscribers prescribed by Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless, and shall only market PCS to potential Subscribers under Authorized Rate Plans and at prices and on terms established by Cricket. Cricket has the right to reject any person, firm or corporation proposed to be enrolled as a Subscriber by Subdealer whenever such person, firm or corporation does not meet Cricket's credit or other criteria in effect from time to time. Any application for PCS procured by Subdealer in contravention of the requirements of Cricket and rejected by Cricket shall be null and void, and Cricket shall have no obligation or liability arising therefrom or with respect thereto, and Subdealer agrees to indemnify, defend, and hold Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless harmless from and against any liability arising therefrom or related thereto, including attorneys' fees. Subdealer shall forward promptly to Dynamic Cellular Inc., . d.b.a E-Wireless (or make available for collection) completed PCS applications and related forms together with all security deposits and advance payments as Cricket may require, so as to enable Dynamic Cellular Inc., . d.b.a E-Wireless to comply with Cricket's requirements. Cricket shall have the sole right in its discretion to reject the enrollment of any potential Subscriber. Once activated, the Subscriber shall be a customer of Cricket. Cricket shall have the right to cancel or terminate any PCS order, or permit the Subscriber to terminate or cancel the order in whole or in part, in Cricket's sole discretion. Except as expressly provided herein, Subdealer shall have no right or obligation to bill or collect from Subscribers or potential Subscribers any money or charges for PCS, and any such monies received shall be received in trust for Cricket.

(h) **Regulatory Matters and Modifications to Service.** This Agreement shall at all times be subject to (i) changes or modifications to comply with, and (ii) any necessary approvals of, local, state and federal regulatory agencies having jurisdiction over the offering or provision of PCS in the Area and/or Subdealer's activities in connection therewith. Cricket may add, delete, suspend or modify the rates for, and/or features included in the PCS offered by it, and determine whether such changes apply to both existing or future Subscribers, and Dynamic Cellular Inc., . d.b.a E-Wireless shall notify Subdealer as soon as practicable of each such modification. Subdealer shall take no action inconsistent with any efforts by Cricket before regulatory authorities or others regarding any modification of rates for PCS offered by it.

(i) **Handset Discounts, Equipment and Service.** Subdealer shall only sell wireless telephone equipment for use with PCS which is being offered by Dynamic Cellular Inc., . d.b.a E-Wireless ("Subscriber Equipment"). Subdealer shall only sell models of wireless telephone equipment for use with PCS which meet FCC and reasonable Cricket technical standards for transmission, regulatory compliance and overall technical quality, which also satisfy Cricket's standards for style and appearance, and which are compatible for use with PCS which is being offered by Cricket and capable of operation in the applicable Service Area. Subdealer shall not be entitled to sell Subscriber Equipment and Cricket PCS Service unless and until Dynamic Cellular Inc., . d.b.a E-Wireless has approved of the business facilities

("Facility" or "Facilities") from which such sales are to be made. All Subscriber Equipment or other Products which are to be used with Cricket's PCS shall be purchased by Subdealer exclusively through Dynamic Cellular Inc., . d.b.a E-Wireless, shall be sold only to Subscribers who activate PCS through Cricket, and shall not be transhipped to any other persons. A current listing of Product discounts on Subscriber Equipment that is available from time to time ("Handset Discounts") is listed on Exhibit C, which is attached hereto and by this reference made a part hereof, but the Handset Discounts are subject to immediate change. Subdealer shall recommend only authorized Cricket service centers for maintenance and warranty servicing of any Cricket products and the manufacturer of other Products. Any returns or repairs of Products shall also be subject to the terms of Exhibit D hereto. All prices and terms and conditions of the sale of Subscriber Equipment and other Products or other equipment made directly by Subdealer shall be established solely by Subdealer and such sales shall be made solely for Subdealer's own account. Subscribers purchasing equipment directly from Subdealer shall be customers of Subdealer with respect to equipment so obtained and installed, Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless shall have no obligation or liability to Subdealer or Subscribers with respect thereto, and Subdealer shall so advise Subscribers. Subdealer shall comply with all standards and procedures established by any manuals provided by the relevant equipment manufacturer. Subdealer shall not sell, rent, lease or program any equipment for use with PCS which:

- (i) has not received a type acceptance certificate or developmental authorization from the Federal Communications Commission, or
- (ii) is not compatible with PCS, or
- (iii) has not been purchased from Dynamic Cellular Inc., . d.b.a E-Wireless, or
- (iv) has an Electronic Serial Number which has been altered or copied or does not otherwise comply with Federal Communications Commission rules.

Subdealer shall not participate in any program, whether by direct involvement, referral or otherwise, in which an Electronic Serial Number of any equipment has been altered or copied or does not otherwise comply with Federal Communications Commission rules.

Each Cricket telephone package will contain a feature that restricts use of the instruments only to a specific local geographical area, which is part of the Service Areas served by Cricket. Subdealer shall not reprogram, reset, reverse engineer, or alter the Subscriber Equipment in order to allow its unauthorized use in other Service Area(s) or for use on networks or systems other than the Service Area(s) for which the Equipment has been pre-programmed, or ship any Subscriber Equipment to Service Area(s) other than the Service Area(s) for which the Equipment has been designated.

(j) **Compliance with Laws, Rules and Procedures and Good Business Practices.** Subdealer shall comply with (i) all laws applicable to Subdealer's business, all Federal Communications Commission rules and regulations, all tariffs, and any rules and procedures of any other governmental body relating to the sale of PCS or the sale, lease, installation, warranty service or repair of wireless telephone equipment, and (ii) all rules and procedures concerning the conduct of Subdealer's business which relate to the sale of the Products and Cricket PCS, as are prescribed from time to time by Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless, which rules and procedures are incorporated by reference in this Agreement in their entirety. Dynamic Cellular Inc., . d.b.a E-Wireless shall use reasonable efforts to provide Subdealer with advance notice prior to the effective date of any new rules and procedures prescribed by Cricket, and/or any changes to previously promulgated rules and procedures. Subdealer shall notify Dynamic Cellular Inc., . d.b.a E-Wireless in writing within five days of commencement of any action, suit, or proceeding or of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, involving or relating to Subdealer's activities under this Agreement or which may affect or relate to Subdealer's ability to perform its obligations hereunder. Subdealer shall be solely responsible for its own assessment, collection, and payment of all applicable sales or other taxes on equipment and installation sold and billed by Subdealer. Dynamic Cellular Inc., . d.b.a E-Wireless shall have the right to determine whether or not Subdealer's Facilities meet with its approval, and to revoke or withdraw such approval at any time. Any Facility of Subdealer which has not been approved by Dynamic Cellular Inc., . d.b.a E-Wireless shall not be used to promote or sell the Products and Cricket PCS under this Agreement. Cricket has imposed the following restrictions, among others, all of which Subdealer shall comply with:

- (i) Subdealer shall promote and sell the Products and Cricket PCS only to the end-users of such Products and PCS.
- (ii) Subdealer shall not act as a reseller of the Products or the Cricket PCS.
- (iii) Subdealer shall not knowingly offer or sell damaged or defective Products.
- (iv) Subdealer shall not advertise or promote the Products or Cricket PCS for use outside the Area.
- (v) Subdealer shall not engage in telemarketing or telephone direct sales with respect to the Products or Cricket PCS.
- (vi) Subdealer shall ship, promote and sell each item of the Products and Cricket PCS only in the Service Area intended for such item of the Products.

(k) **Use of Marks.** Subdealer acknowledges that all service marks, trademarks and trade names used by Cricket, including without limit the Cricket logo (collectively, the "Marks"), are and shall remain the exclusive property of Cricket or its affiliates. Subdealer may not utilize the Marks in advertising or other promotion without the prior written consent of Cricket, including without limitation complying with all guidelines, rules and procedures pertaining to such use prescribed by Cricket from time to time. Subdealer shall not use the Marks for any purposes other than the promotion of Cricket PCS without the express prior written consent of Cricket. Subdealer agrees to comply with any rules, guidelines or procedures respecting use of the Marks that may be imposed by Cricket, as they may be amended from time to time. The current Cricket Logo Guidelines are attached to this Agreement as Exhibit E. Subdealer shall immediately discontinue any use of Marks upon the termination of this Agreement. Subdealer agrees to replace obsolete logos and other designations in its materials should Cricket adopt new logos and other designations. Subdealer acknowledges and agrees that, as a condition of its having the right to promote and sell any particular brand of the Products, it will be required to comply with the manufacturer's guidelines respecting the use of the manufacturer's trademarks in the promotion of such Products. Cricket will have the right, at all reasonable times, to inspect the services provided in connection with the sale of any Cricket products and Cricket PCS under the Marks, to determine that they are of proper quality. Further, upon request, Subdealer agrees to provide Cricket with representative samples of any advertising or other materials being used under the Marks. If at any time the advertising or other materials will in the sole opinion of Cricket fail to conform to the standard of quality set forth herein, Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket may so notify Subdealer. Upon such notification, Subdealer will have five (5) calendar days within which to conform to such quality standards to the satisfaction of Cricket (such satisfaction to be evidenced in writing by Cricket). If Cricket is not satisfied by the end of such five (5) calendar day period, Subdealer's rights to use the Marks will immediately terminate on such fifth (5th) day unless otherwise agreed to in writing by Cricket.

(l) **No Rights to Marks.** Subdealer acknowledges that it has no rights in 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 Subdealer, all rights to which shall remain with Cricket. Subdealer agrees that it shall not challenge such ownership of the Marks in any way and shall not at any time use any trademark, service mark or trade name confusingly similar or substantially identical to the Marks. Subdealer will not at any time do or suffer to be done any act or thing which will in any way impair the rights of Cricket or its affiliates in and to the Marks or the goodwill inherent in the Marks. It is understood that Subdealer will not acquire and will not claim any title to the Marks adverse to Cricket or its affiliates by virtue of any permission to use the Marks, or through Subdealer's use of the Marks, it being expressly agreed that all use of the Marks by Subdealer will inure to the benefit of Cricket or its affiliates. Subdealer is stopped from challenging the validity of the Marks or from setting up any claim adverse to Cricket or its affiliates regarding the Marks.

(m) **Unauthorized Use of Marks.** Any unauthorized use of the Marks by Subdealer or its employees or affiliates shall constitute a material breach of this Agreement, and Dynamic Cellular Inc., . d.b.a E-Wireless shall be entitled to immediate injunctive relief to prevent any ongoing unauthorized use of the Marks.

(n) **Personnel Used by Subdealer.** Subdealer shall be fully responsible for the quality of the services provided by its employees and other personnel and for the conduct and sales techniques employed by them. Subdealer shall ensure that all of its sales and/or service personnel attend training courses required by Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless regarding the sale of, and changes to, the Products and PCS, or the demonstration, installation, or repair of Subscriber Equipment. Subdealer shall allow only properly trained personnel to sell PCS or demonstrate Subscriber Equipment. Subdealer shall allow only those qualified personnel who have been certified by the equipment manufacturer(s) or vendor(s) concerned to provide installation, repair and warranty services. Cricket has the right, in its sole discretion, to prohibit Subdealer from permitting specified employees of Subdealer from undertaking the installation, repair, or warranty service on any Subscriber Equipment or for any Subscriber.

(o) **No Competing Agreements.** Subdealer represents and warrants to Dynamic Cellular Inc., . d.b.a E-Wireless that the execution and performance of this Agreement by Subdealer does not and will not violate any other contract or obligation to which Subdealer is a party, including terms relating to covenants not to compete and confidentiality covenants.

(p) **Facilities.** Subdealer may operate its business under this Agreement only at the following Facilities:

Ship to? **Y** **N** _____

(q) **Audit Rights.** From time to time during the Term of this Agreement and for a period of six (6) months thereafter, on reasonable advance notice to Subdealer, during normal business hours, Dynamic Cellular Inc., . d.b.a E-Wireless shall be entitled to review and audit Subdealer's records and interview Subdealer's relevant employees to verify Subdealer's compliance with the terms and conditions of this Agreement.

(r) **Management.** Subdealer shall be principally managed and operated on a day to day basis by, and only by, any of the following principals:

If Subdealer wishes to have its operations managed by individuals other than those listed herein, Subdealer shall obtain the written approval of Dynamic Cellular Inc., . d.b.a E-Wireless for this change in management.

(s) **Affiliates.** Subdealer shall include any of Subdealer's affiliates, and its successors in interest. Affiliates means any entity (whether an individual, corporation, partnership, joint venture, ., trust, unincorporated organization), directly or indirectly, controlling or controlled by or under direct or indirect common control with Subdealer, or any person that is a director, officer, member or general partner of any above entity, or of any subsidiary of any above entity. For purposes of this definition, "control" means the power to direct the management and policies of any above described entity, whether through ownership of voting securities, by contract or otherwise. The provisions of this section shall govern Subdealer in performing its duties as a Subdealer for Dynamic Cellular Inc., . d.b.a E-Wireless pursuant to all of Subdealer's agreements with Dynamic Cellular Inc., . d.b.a E-Wireless, and shall supersede any conflicting provisions of this nature in any agreements between Dynamic Cellular Inc., . d.b.a E-Wireless and Subdealer entered into prior to the date of this Agreement.

2. NO LICENSE TO USE DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS TRADE NAME AND TRADE DRESS; PERMITTED FACILITIES.

(a) **No License.** Subdealer shall have no right to use the names "Dynamic Cellular Inc., . d.b.a E-Wireless" or "Advantage Wireless." Subdealer agrees that it has no right to use or permit the use of such trade names or any other affiliated trademark, service mark, trade dress, or trade name. Subdealer shall have no right to sell, transfer or convey such trade names, trade dress, service mark, and/or trademark to any other persons or entity.

3. NON-COMPETITION.

(a) **Prohibition on Competition.** The parties agree that Subdealer shall, in connection with the performance of its activities as a subdealer as set forth in this Agreement, and in connection with the performance of its activities as a subdealer or representative of Dynamic Cellular Inc., . d.b.a E-Wireless under any other agreement with Dynamic Cellular Inc., . d.b.a E-Wireless or its affiliates, become acquainted with or come to have knowledge of confidential information and methods of Dynamic Cellular Inc., . d.b.a E-Wireless, including techniques, operating procedures, business or marketing methods, lists of customers, printed material, trade secrets or other confidential information. Subdealer will become intimately familiar and experienced in all phases of the business of Dynamic Cellular Inc., . d.b.a E-Wireless through this and other distribution agreements with Dynamic Cellular Inc., . d.b.a E-Wireless. Allowing Subdealer to become familiar with the confidential information and methods of Dynamic Cellular Inc., . d.b.a E-Wireless is necessary in order to permit Subdealer and Dynamic Cellular Inc., . d.b.a E-Wireless to realize the full benefits of the relationship set forth in this Agreement, and other distribution agreements with Dynamic Cellular Inc., . d.b.a E-Wireless. The parties acknowledge and agree that it would be unfair and harmful to Dynamic Cellular Inc., . d.b.a E-Wireless for Subdealer to divulge to any person, corporation or entity any such confidential information or methods used in connection with the operations or business of Dynamic Cellular Inc., . d.b.a E-Wireless, or for Subdealer to use any such information or methods to compete in any way with Dynamic Cellular Inc., . d.b.a E-Wireless. Subdealer also affirms that its compensation for its activities set forth in this Agreement will, in part, be rendered to it for its involvement in the affairs of Dynamic Cellular Inc., . d.b.a E-Wireless and its loyalty to it. So long as this Agreement is not terminated because of a material breach by Dynamic Cellular Inc., . d.b.a E-Wireless (as determined only by an arbitration ruling as set forth hereafter), Subdealer, therefore, expressly covenants and agrees that, during the term of this Agreement and for one (1) year thereafter, it will not, for itself or on behalf of any other person, corporation or entity, including a successor-in-interest of Subdealer, directly or indirectly, as an employee, consultant, dealer, reseller, subdealer or in any other way, promote or sell Cricket Products, PCS or any other wireless or wireline services, including without limitation any account with Cricket, in any

manner which is not as a subdealer of Dynamic Cellular Inc., . d.b.a E-Wireless, nor will Subdealer contract or otherwise communicate with, in relation to the furnishing of wireless or wireline services, any customer who has activated PCS with Cricket through Dynamic Cellular Inc., . d.b.a E-Wireless within the Area or any customer who has activated any other wireless or wireline service through either Dynamic Cellular Inc., . d.b.a E-Wireless or Dynamic Cellular Inc., . d.b.a E-Wireless. within the Area. Subdealer shall not enter into any relationships or agreements for the management, transfer or sale of any part of its business that in any way results in the diversion of wireless activations away from Dynamic Cellular Inc., . d.b.a E-Wireless, under this or any other distribution agreement between Dynamic Cellular Inc., . d.b.a E-Wireless and Subdealer. Subdealers sale, conveyance, transfers or otherwise changed or attempted change of ownership or management of the business conducted pursuant to this Agreement, or any other distribution agreement between Dynamic Cellular Inc., . d.b.a E-Wireless and Subdealer, in an effort to divert wireless activations, or with the result that wireless activations are diverted, away from Dynamic Cellular Inc., . d.b.a E-Wireless, shall be a violation of Subdealer's non-compete obligations under this Agreement. Further, Subdealer shall not have any separate business dealings with any entity that may create a conflict of interest or the appearance of a conflict of interest with Dynamic Cellular Inc., . d.b.a E-Wireless, and its rights and interests under this Agreement.

(b) The foregoing shall not, however, prevent Subdealer from acquiring and holding, directly or indirectly, up to five percent (5%) of the ownership interest of any publicly-owned entity engaged in such business. Furthermore, notwithstanding the foregoing, (i) as long as any other form of subdealer distribution agreement remains in effect between Subdealer and Dynamic Cellular Inc., . d.b.a E-Wireless (or with an affiliate of Dynamic Cellular Inc., . d.b.a E-Wireless, such as Dynamic Cellular Inc., . d.b.a E-Wireless, Inc.), Subdealer shall be allowed to continue selling the wireless or wireline service which it is authorized to sell under such subdealer agreement, but upon termination of such subdealer agreement for any reason this Section 3 shall then prohibit Subdealer from selling any wireless or wireline service in the Area other than what is permitted under this Agreement; and (ii) if, as of the date of this Agreement, Subdealer is a party to some other agreement which permits it to sell wireline or wireless service other than as an agent of Dynamic Cellular Inc., . d.b.a E-Wireless or Wireless., Subdealer shall be allowed to continue selling the wireless or wireline service which it is authorized to sell under such agreement, but upon termination of such agreement for any reason this Section 3 shall then prohibit Subdealer from selling any wireless or wireline service in the Area other than what is permitted under this Agreement (**a listing of all such wireless or wireline carriers that Subdealer is under written agreement with as of the Effective Date of this Agreement and as listed in Exhibit 1 to this Agreement**). Any violation of this Section 3 would be a material breach of this Agreement. Subdealer acknowledges that it has read and understood this Section (including informing and taking all appropriate measures to ensure compliance by its employees and/or all its affiliates and agents of this Section) and further understands that any violation of this Section would likely result in immediate termination of this Agreement and could cause significant damage to the relationship between Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket.

(c) **Additional Remedy.** In addition to Dynamic Cellular Inc., . d.b.a E-Wireless' right to terminate this Agreement upon a breach of this Section 3, as provided in Section 10 (c) below, Dynamic Cellular Inc., . d.b.a E-Wireless may elect instead to keep this Agreement (as well as any other subdealer agreements with Dynamic Cellular Inc., . d.b.a E-Wireless) in place, and reduce the Commissions which would otherwise be payable to Subdealer hereunder (and thereunder) by up to \$20 per activation (or, if the activation Commission is less than \$20, by up to such lesser amount). If Subdealer has a subdealer or similar agreement with an affiliate of Dynamic Cellular Inc., . d.b.a E-Wireless, such as Dynamic Cellular Inc., . d.b.a E-Wireless., such affiliate will similarly be damaged by a breach of this Section 3 and shall have the same right to reduce the Commissions which would otherwise be payable to Subdealer under its agreement with Subdealer by up to \$50 per activation. The parties acknowledge and agree that the reduction in Subdealer Commissions as provided for herein represents a reasonable estimate by them of the amount of damages that Dynamic Cellular Inc., . d.b.a E-Wireless and its affiliates are likely to suffer as a result of a breach of this Section 3 by Subdealer. Subdealer acknowledges that Dynamic Cellular Inc., . d.b.a E-Wireless is entitled to a temporary restraining order, preliminary injunction and permanent restraining order for Subdealer's wrongful use and/or distribution of Confidential Information, and/or Subdealer's violation of non-compete provisions of this Agreement, and/or Subdealer's diversion of wireless activations and sales from Dynamic Cellular Inc., . d.b.a E-Wireless.

(d) The provisions of this section shall govern Subdealer in performing its duties as a Subdealer for Dynamic Cellular Inc., . d.b.a E-Wireless pursuant to all of Subdealer's agreements with Dynamic Cellular Inc., . d.b.a E-Wireless, and shall supersede any conflicting provisions of this nature in any agreements between Dynamic Cellular Inc., . d.b.a E-Wireless and Subdealer entered into prior to the date of this Agreement.

4. TERM.

(a) **Effective Date.** This Agreement shall take effect upon the later of (i) its signing by both parties, or (ii) the approval by Cricket of Subdealer's right to sell Cricket PCS under this Agreement.

(b) **Term.** This Agreement shall be effective for a period of three (3) years beginning with its initial effectiveness pursuant to Section 4(a). This Agreement shall be automatically renewed for an additional one (1) year term on each anniversary of its initial effective date, unless written notice is provided by either party to the other at least one hundred and eighty (180) days before the end of the term or of any renewal term.

(c) **Dependent On Cricket Agreement.** In the event the Cricket Agreement is terminated for any reason, this Agreement may also terminate, which shall be determined by Dynamic Cellular Inc., . d.b.a E-Wireless at its sole discretion and upon written notice provided to Subdealer from Dynamic Cellular Inc., . d.b.a E-Wireless.

(d) **Withholding; Chargebacks; Offsets.**

(i) If Dynamic Cellular Inc., . d.b.a E-Wireless determines, in its reasonable and sole discretion, that Subdealer has failed to provide warranty or other customer related services to any of its customers, Dynamic Cellular Inc., . d.b.a E-Wireless may, but is not required to, provide such service. In that event, Dynamic Cellular Inc., . d.b.a E-Wireless may charge Subdealer back, by deducting from Commissions due, the reasonable value of services performed by Dynamic Cellular Inc., . d.b.a E-Wireless. The reasonable value of services is to be determined by Dynamic Cellular Inc., . d.b.a E-Wireless in its sole discretion.

(ii) Dynamic Cellular Inc., . d.b.a E-Wireless shall have the right, at any time, to offset against commissions owed to Subdealer any amounts owed by Subdealer pursuant to this Agreement or any other agreement Subdealer has with Dynamic Cellular Inc., . d.b.a E-Wireless or its affiliates, including, but not limited to Dynamic Cellular Inc., . d.b.a E-Wireless., including but not limited to (A) any costs, expenses, losses, attorney's fees and damages incurred by Dynamic Cellular Inc., . d.b.a E-Wireless and indemnified by Subdealer under this Agreement, and (B) any amounts which Subdealer may owe to Dynamic Cellular Inc., . d.b.a E-Wireless or one of its affiliates, such as Wireless., under a separate subdealer agreement or otherwise, and (C) any amounts necessary for Dynamic Cellular Inc., . d.b.a E-Wireless to mitigate its damages from any breaches of Subdealer of this or any other distribution agreement it has with Dynamic Cellular Inc., . d.b.a E-Wireless or any Dynamic Cellular Inc., . d.b.a E-Wireless affiliate (such as Dynamic Cellular Inc., . d.b.a E-Wireless.).

(iii) Subdealer acknowledges that all Handset Discounts hereunder are based upon compensation Dynamic Cellular Inc., . d.b.a E-Wireless receives from Cricket pursuant to the Cricket Agreement and other factors. If Dynamic Cellular Inc., . d.b.a E-Wireless' compensation from Cricket is reduced in any amount and for any reason, or the price Dynamic Cellular Inc., . d.b.a E-Wireless pays for Subscriber Equipment increases, Dynamic Cellular Inc., . d.b.a E-Wireless

shall have the right, in its sole and absolute discretion, to change or reduce the Handset Discounts payable under this Agreement by the same amount as its compensation from Cricket is reduced or its Subscriber Equipment pricing is increased. This change, if any, shall be effective immediately upon written notice thereof from Dynamic Cellular Inc., . d.b.a E-Wireless to Subdealer.

(e) **No Guarantees.** Subdealer acknowledges that it has not relied on any guarantee, promise, or representation, express or implied, as to the amount of revenue that it may earn under this Agreement.

5. SUBDEALER RECORDS AND SYSTEMS.

Subdealer shall create and maintain at the Facilities, and preserve for the period legally required from the dates of their preparation (but in any event for no less than four years), full, complete, and accurate records of its business conducted pursuant to this Agreement (including, without limitation, records of all Subscriber activations or other contacts with Subscribers or potential Subscribers and records of any sales, leases, installations or repairs of equipment and any such other records as may be required from time to time by the Federal Communications Commission, any applicable state, public service or utility commission, and any other federal, state, or local governmental authorities having jurisdiction there over). Subdealer shall record all sales and revenue and generally maintain its books and records in compliance with all state and federal laws and in accordance with generally accepted accounting principles. Subdealer shall purchase or lease such computer and/or communication and software as is necessary for the creation of standardized financial records, using a computer accounting package such as "Quicken" or its equivalent. Such records shall be available for inspection and copying by Dynamic Cellular Inc., . d.b.a E-Wireless at any reasonable time.

6. ADVERTISEMENTS AND SUBSCRIBER RELATIONS.

(a) **Promotions and Promotional Literature.** Subdealer agrees not to reproduce or alter any marketing materials which are furnished by Cricket without the written consent of Cricket. All point of purchase materials, any kiosks, displays, mock handsets or accessories provided to Subdealer by Cricket, remain Cricket's property. Subdealer will maintain the sales displays containing Cricket Products, and the area surrounding such displays, in a professional, neat and orderly manner.

(b) **Standards; Limitations.** Subdealer shall conform to the highest ethical standards for advertising, take all reasonable steps to make sure that its advertising materials with respect to Cricket Products and associated PCS are factually correct, comply with all reasonable Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless standards for advertising, promotional, and training material to be used or distributed by Subdealer, correctly use the Marks, and identify Cricket as the PCS provider. Subdealer shall furnish Dynamic Cellular Inc., . d.b.a E-Wireless with a copy of all advertising or other promotional material proposed to be utilized by Subdealer, which makes reference to Cricket, the Marks, Cricket products or PCS prior to publication or distribution. In the event that Cricket determines that the proposed advertising or promotional material will be against its best interest, Dynamic Cellular Inc., . d.b.a E-Wireless shall notify Subdealer and Subdealer shall remove or revise the references to Cricket, the Marks, Cricket products and PCS from the materials, as requested by Cricket, before publication and/or distribution. Subdealer shall not promote or sell the Products, Cricket PCS or Cricket Products via the Internet, without first confirming that any such promotion satisfies any restrictions or guidelines established by Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless with respect to such promotional methods.

(c) **Subscriber Relations.** Subdealer must accept responsibility for selling Subscriber contracts, coverage area, airtime plans and promotions properly and with integrity and honesty. In particular, Subdealer must explain to Subscribers the limited Service Area associated with the Subscriber Equipment, and any misunderstanding as to actual coverage area and quality of coverage must be resolved with the Subscriber by Subdealer.

7. INDEPENDENCE MADE CLEAR.

Subdealer will make clear, in all dealings with suppliers, lessors, government agencies, employees, customers and others, that it is an independent legal entity. Subdealer may not expressly or implicitly represent itself as an employee, partner, shareholder, agent or joint venturer of Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket, nor may it expressly or implicitly state or suggest that it has the right or power to bind Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket or incur any liability on their behalf. Business cards, stationery, purchase order forms, invoices, leases, tax returns, and other documents used by Subdealer in its business dealings with suppliers, lessors, government agencies, employees and customers shall clearly identify Subdealer as an independent legal entity.

8. SUBSCRIBER ENROLLMENT QUOTAS AND REQUIREMENTS.

(a) **Quota.** Subdealer shall sell the Subscriber Equipment purchased from Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket PCS which is accepted and activated by Cricket ("New Subscribers") to at least twenty-five (25) New Subscribers each calendar month that this Agreement is in effect.

(b) **Commencement of Quota.** This quota begins the first full calendar month after this Agreement takes effect.

(c) **New Subscribers.** For purposes of calculating the monthly quota, each PCS telephone number assigned to each New Subscriber, regardless of how many telephone numbers may be used by any such single New Subscriber, shall count as one New Subscriber.

(d) **Failure to Meet Quota.** In the event Subdealer fails to meet the required quota at any time after the first month in which this Agreement is in effect, Dynamic Cellular Inc., . d.b.a E-Wireless shall have the right, in its sole and absolute discretion, to terminate this Agreement in accordance with Section 9(c)(ii), below.

9. TERMINATION OF AGREEMENT.

(a) **By Mutual Consent.** This Agreement may be terminated at any time upon the written agreement of both parties.

(b) **Termination of Cricket Agreement.** This Agreement may terminate if the Cricket Agreement terminates, which shall be determined by Dynamic Cellular Inc., . d.b.a E-Wireless in its sole discretion.

(c) **By Dynamic Cellular Inc., . d.b.a E-Wireless.** Dynamic Cellular Inc., . d.b.a E-Wireless may, at its option, terminate or suspend this Agreement, immediately upon delivery of written notice to Subdealer, upon the occurrence of any one or more of the following events ("Subdealer Defaults");

- (i) Subdealer or any of its principals (current or former), employees (current or former), affiliates, or successors-in-interest of Subdealer, has direct or indirect interest in the ownership or operation of any other competitive business;
- (ii) Subdealer breaches this Agreement, fails to perform any obligation under this Agreement, or fails to comply with any rules or procedures reasonably required and reasonably applied by Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless;
- (iii) Subdealer ceases to operate Subdealer's business, unless both (1) operations are suspended for a period of no more than one hundred and eighty (180) days, and (2) the suspension was caused by fire, condemnation, or act of God;
- (iv) Subdealer markets PCS outside of the Area or sells any Subscriber Equipment outside of its intended Service Area;
- (v) Subdealer engages in any misconduct which has a material adverse effect upon the relationship between Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket, including but not limited to improper use of any of the Marks or a misrepresentation of the prices, terms or conditions of PCS as offered by Cricket, where Cricket requests the termination of this Agreement;
- (vi) Subdealer has made any material misrepresentation to Dynamic Cellular Inc., . d.b.a E-Wireless in connection with this Agreement or the conduct of Subdealer's business hereunder, including but not limited to Subdealer's failure to have sufficient working capital to operate its business;
- (vii) Subdealer becomes insolvent, is adjudicated bankrupt, or files or has filed against it a petition in bankruptcy, reorganization or similar proceeding;
- (viii) Subdealer sells, conveys, transfers or otherwise changes or attempts to change ownership of the business conducted pursuant to this Agreement, including but not limited to its rights or obligations hereunder;
- (ix) Subdealer or its owners or managers are indicted, convicted of or plead no contest with respect to any felony, or commit any crime of moral turpitude, dishonesty or other act which is material to its operation of the business hereunder;
- (x) Subdealer fails adequately to handle all its business affairs in a professional and appropriate manner, including but not limited to having at all times adequate financial resources to operate;
- (xi) Subdealer attempts to terminate this Agreement in a manner or upon terms not specifically permitted by this Agreement;
- (xii) Subdealer breaches the terms of any other agreement between Subdealer and Dynamic Cellular Inc., . d.b.a E-Wireless (or with any of Dynamic Cellular Inc., . d.b.a E-Wireless' affiliate companies, including Dynamic Cellular Inc., . d.b.a E-Wireless.);
- (xiii) Subdealer fails to cure any nonpayment of moneys owed to Dynamic Cellular Inc., . d.b.a E-Wireless after receiving written notice, including but not limited to credit terms on advertising, inventory, rent, or chargebacks;
- (xiv) Subdealer was previously a distributor for Cricket and was terminated by Cricket;
- (xv) Subdealer or its principal(s) have been in an adversarial relationship with Cricket or a Cricket affiliate;
- (xvi) Subdealer's average churn rate for any three-month period for the entire base of Subscribers who activate PCS through its efforts exceeds the average churn rate for all subscribers who activated PCS in the Service Areas where Subdealer operates under this Agreement;
- (xvii) Any carrier claims that Dynamic Cellular Inc., . d.b.a E-Wireless's entering into or performance of this Agreement violates any agreement to which the carrier is a party or beneficiary; and/or
- (xviii) Cricket requests the termination of this Agreement for any other reason.

(d) **By Subdealer.** Subdealer may terminate this Agreement if Dynamic Cellular Inc., . d.b.a E-Wireless (a) materially breaches this Agreement, and (b) fails to cure the material breach within thirty (30) days of receipt of certified written notice of a material breach from Subdealer. Such breach must be determined by an arbitrator if not agreed to by the parties and thirty (30) days required for curing shall commence upon receipt of the arbitrator's decision.

(e) **Rights and Obligations of Parties After Termination.** Unless otherwise expressly agreed by the parties, upon termination of this Agreement for any reason, the following shall apply:

- (i) Except as otherwise provided in this Section 9(e), Dynamic Cellular Inc., . d.b.a E-Wireless will have no further obligations under this Agreement.
- (ii) Subdealer shall provide to Dynamic Cellular Inc., . d.b.a E-Wireless within thirty (30) days after termination a final accounting for all activations and a statement of payments due from Dynamic Cellular Inc., . d.b.a E-Wireless up to the date of termination.
- (iii) Subdealer and its owner(s) and affiliates shall immediately and permanently (a) discontinue the use of any Mark, such as signs, logos, stationery, or business cards, and return to Dynamic Cellular Inc., . d.b.a E-Wireless all materials containing any Mark or otherwise identifying or relating to PCS or Cricket products used with PCS (including without limit any Cricket forms, price and specification catalogs, directives, point of purchase materials, brochures, displays, policy manuals and other written information and materials supplied by Cricket); (b) cease representing themselves in any fashion as a dealer or representative of Cricket or its affiliates; (c) deliver to Dynamic Cellular Inc., . d.b.a E-Wireless all lists of Subscribers, books, records and other information supplied to, developed or maintained by Subdealer pertaining to Subscribers or prospective Subscribers, and otherwise pursuant to the exercise of its rights and performance of its obligations under this Agreement; (d) return to Dynamic Cellular Inc., . d.b.a E-Wireless or destroy (as instructed by Dynamic Cellular Inc., . d.b.a E-Wireless) those documents,

records or other materials (including, without limitation, all copies thereof in whatever form) which were provided to Subdealer by Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless or which contain any confidential information of Cricket or Dynamic Cellular Inc., . d.b.a E-Wireless; and (e) cease use of confusingly similar marks, names or colors that might give others the impression that Subdealer is operating a business in any way related to Dynamic Cellular Inc., . d.b.a E-Wireless (unless Subdealer is operating as a subdealer of Dynamic Cellular Inc., . d.b.a E-Wireless or its affiliates, including, but not limited to Dynamic Cellular Inc., . d.b.a E-Wireless., pursuant to a separate agreement).

(iv) If this Agreement is terminated because of a Subdealer Default, the rights of Dynamic Cellular Inc., . d.b.a E-Wireless described herein shall not be Dynamic Cellular Inc., . d.b.a E-Wireless exclusive remedies but shall be in addition to any other equitable or legal remedies available to Dynamic Cellular Inc., . d.b.a E-Wireless. Termination of this Agreement, for any reason, will not extinguish any obligation of either party that accrued before termination. All obligations of the parties, which by their terms or by reasonable implication are to be performed, in whole or in part, after termination shall survive termination.

(v) Dynamic Cellular Inc., . d.b.a E-Wireless shall have the option to purchase from Subdealer any Subscriber Equipment or other Products that Subdealer purchased from Dynamic Cellular Inc., . d.b.a E-Wireless and which were not activated or sold prior to the date of termination, at a price which is no higher than the price paid by Subdealer for such Subscriber Equipment and other Products.

10. INDEMNIFICATION AND NON-LIABILITY.

Subdealer shall indemnify, save, defend and hold harmless Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket from and against any costs, expenses, claims, taxes, attorneys' fees, liabilities or other obligations which may be brought or asserted by a third party against either Subdealer, Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket relating to or arising out of the operation of Subdealer's business pursuant to this Agreement or Subdealer's breach of this Agreement.

It is recognized that Subdealer may encounter a potential Subscriber who has submitted an application for PCS with improper authorization signature(s) or with other incorrect or disqualifying information. Subdealer agrees that it is Subdealer's obligation to use commercially reasonable standards when reviewing all prospective Subscriber applications and to screen out and reject non-qualifying subscribers before submission to Dynamic Cellular Inc., . d.b.a E-Wireless. Failure of Subdealer to properly perform this obligation will result in Subdealer's forfeiture of all Commissions otherwise due for such a sale, and Subdealer assumes liability for all unpaid bills/charges of Subscribers of Cricket PCS when a fraudulent activation has occurred due to Subdealer not following commercially reasonable standards when activating a prospective Subscriber. Subdealer acknowledges that neither Cricket nor Dynamic Cellular Inc., . d.b.a E-Wireless is the manufacturer of any equipment, which may be acquired by Subdealer in connection with PCS. NEITHER CRICKET NOR DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS, INCLUDING ITS AFFILIATES, WARRANTS THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY EQUIPMENT ACQUIRED BY SUBDEALER IN CONNECTION WITH PCS, AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ANY SUCH EQUIPMENT. The only remedy resulting from any failure of such equipment or injury to person or property caused thereby shall be to pursue any rights which may be available against the equipment manufacturer.

NEITHER CRICKET NOR DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS, INCLUDING ITS AFFILIATES, SHALL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR OTHER MONETARY LOSS, ARISING OUT OF CRICKET'S OR DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS' PERFORMANCE OF SERVICES OR FAILURE TO PERFORM OR DUE TO THE FAILURE OR POOR PERFORMANCE OF ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN CRICKET'S OR DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS' CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT OR ARISING FROM ANY OTHER LEGAL THEORY ON THE PART OF CRICKET, DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS OR THEIR RESPECTIVE AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES. IN NO EVENT WILL THE LIABILITY OF CRICKET OR DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS UNDER ANY PROVISION OR PROVISIONS OF THIS AGREEMENT EXCEED THE COST TO DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS OF PURCHASING SUBSCRIBER EQUIPMENT AND RELATED ACCESSORIES AND DEVICES FROM CRICKET OR OTHER MANUFACTURERS. THIS LIMITATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

NEITHER CRICKET, DYNAMIC CELLULAR INC., . D.B.A E-WIRELESS, INCLUDING ITS AFFILIATES, NOR ANY SUPPLIER DESIGNATED BY CRICKET SHALL HAVE ANY LIABILITY OR RESPONSIBILITY TO SUBDEALER OR ANYONE CLAIMING THROUGH SUBDEALER FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO GENERAL, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES) ARISING OUT OF ANY FAILURE TO SHIP OR ANY DELAY IN SHIPPING OR DELIVERING PRODUCTS ORDERED BY SUBDEALER.

11. INSURANCE.

Subdealer shall provide and maintain at its own expense the following insurance against liability arising in any way out of this Agreement and any other insurance coverages which may be deemed necessary by Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket: (i) commercial general liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of this Agreement, premises-operations and contractual liability with respect to the liability assumed by Subdealer hereunder, with the following limits--\$1,000,000 each occurrence, \$2,000,000 general aggregate limit, \$1,000,000 operations limit, and \$1,000,000 personal and advertising limit; (ii) workers' compensation and employers liability insurance sufficient and proper under the laws of the state wherein Subdealer's responsibilities are to be performed to protect Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket against claims under the compensation laws of said state; (iii) automobile public liability insurance covering all vehicles used in connection with this Agreement with a combined limit of \$1,000,000; (iv) fire, theft, and extended coverage with respect to any Cricket Products in Subdealer's possession in an amount no less than the replacement value of such Cricket Products. The insurance coverages required hereunder will be primary and not excess, or contributory with, any other valid and collectible insurance purchased or maintained by Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket. All insurance policies shall be with companies satisfactory to Dynamic Cellular Inc., . d.b.a E-Wireless, name Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket as additional named insureds, and contain a waiver of subrogation clause whereby the insurer waives all rights of subrogation it may have under such policies as related to Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket. Each insurance policy will contain a clause requiring the insurer to give Dynamic Cellular Inc., . d.b.a E-Wireless at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. Subdealer will promptly provide Dynamic Cellular Inc., . d.b.a E-Wireless with written notice thereof and make available to Dynamic Cellular Inc., . d.b.a E-Wireless all information and documentation relating thereto.

12. ARBITRATION.

(a) **Required.** Except as stated in Section 12(f) and (h) below, all claims (including counterclaims and cross-claims) and disputes between Subdealer or its officers, directors, shareholders, employees, guarantors of Subdealers obligations hereunder, or agents, and Dynamic Cellular Inc., . d.b.a E-Wireless shall be resolved by submission to binding arbitration in Denver, Colorado, whether arising during or after the term of this Agreement. Either party shall have the right to require that the dispute be submitted for resolution to an arbitration organization recognized by the Colorado Bar Association (e.g. JAG, JAMS, AAA, etc.). The parties shall arbitrate their disputes under the commercial arbitration rules of the American Arbitration Association, before one neutral arbitrator, except to the extent that those rules are modified herein. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, will govern the arbitrability of all claims, except that to the extent such Act does not cover a particular aspect of the arbitration, Colorado law will govern. The arbitration rights provided for herein shall survive the termination of this Agreement. To the extent this arbitration provision is in conflict with any other applicable arbitration provision governing the resolution of disputes between the parties which is located in any other contract or agreement between these parties, this arbitration provision shall govern.

(b) **Selection of Arbitrator.** In the event a dispute is submitted to arbitration, or a demand is made for arbitration, the parties may agree on a jurist from the AAA panel, or the panel of the organization where the dispute may have been submitted so long as the organization is one recognized by the Colorado Bar Association. If the parties are unable to agree, the authorized organization to which the dispute was submitted will provide a list of three available panel members and each party may strike one. The remaining panel member will serve as the arbitrator. The arbitrator will have authority to award any form of damages as well as temporary and permanent injunctive relief, as specified herein. If there is any dispute about whether a particular dispute is arbitrable, the arbitrator shall resolve that dispute. Questions regarding the arbitrability of a particular dispute shall not be submitted to district court.

(c) **Limitations of Actions; Initiation of Arbitration.** Any arbitration shall be initiated not later than one (1) year after the act or omission giving rise to the claim or dispute occurred. The failure to initiate arbitration within the one-year period constitutes an absolute bar to the institution of any proceedings based on such act or omission. The aggrieved party can initiate arbitration under this Section 12 by sending written notice of an intention to arbitrate to the other party. The notice must contain a description of the dispute, the amount involved, and the remedy sought.

(d) **Procedures and Discovery.** The arbitrator shall schedule a prehearing conference to reach agreement on procedural matters, arrange for the exchange of information, obtain stipulations, schedule the arbitration hearing, and attempt to narrow the issues. Either party may require the arbitration to occur on a "fast-track" basis, i.e. as soon as possible and in any event within sixty (60) days following the demand for arbitration. In order to expedite the arbitration proceedings, the parties have agreed to place the following limitations on discovery:

(i) Each party may propound only one interrogatory, requesting the names and addresses of the witnesses to be called at the arbitration hearing.

(ii) On a date to be determined at the prehearing conference, each party may serve one request for the production of documents. The documents are to be exchanged twenty-one (21) days after service of the request.

(iii) Each party may depose up to four (4) witnesses. Each deposition must be concluded within four (4) hours and all depositions must be taken within thirty (30) days of the prehearing conference. Any party deposing an opponent's expert witness must pay the expert's fee for attending the deposition.

(e) **Enforcement of Award.** There shall be no right to appeal the decision of the arbitrator. The award of the arbitrator may be confirmed or enforced in any court having jurisdiction.

(f) **Dynamic Cellular Inc., . d.b.a E-Wireless' Right to Seek Injunction.** Notwithstanding Section 12(a), Dynamic Cellular Inc., . d.b.a E-Wireless 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 Agreement. To obtain injunctive or other equitable relief, Dynamic Cellular Inc., . d.b.a E-Wireless shall not be required to post a bond or, if the posting of a bond is required by law or by the court notwithstanding the parties' agreement herein that no bond should be required, Subdealer hereby consents to a bond in the lowest amount permitted by law. If Dynamic Cellular Inc., . d.b.a E-Wireless seeks an injunction or other equitable relief in court, it shall not be deemed to have in anyway waived its ongoing right to have the dispute arbitrated.

(g) **Attorney fees and costs.** The prevailing party in any proceeding shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

(h) **Exception to Arbitration.** If any party to this Agreement is seeking an award of damages of less than \$35,000.00, that party may elect, in its sole discretion, to assert its claim in county court or district court.

(i)

13. NOTICES.

All notices to be given under this Agreement shall be in writing. Notice shall be deemed effective the date of delivery, if personally delivered; the next day after deposit, if sent by a recognized overnight delivery service; or three business days after deposit, if sent by first class mail. Notices shall be addressed as follows:

Dynamic Cellular Inc., . d.b.a E-Wireless:
Dynamic Cellular Inc., . d.b.a E-Wireless
300 Denton Avenue
New Hyde Park, NY 11040
Attn: Chris Comando

Subdealer: **Corp:** _____
 DBA: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Fax: _____
 Tax ID: _____
 Contact: _____

Any party may change its address as provided above by giving written notice to the other party.

14. ASSIGNMENT.

(a) **By Dynamic Cellular Inc., . d.b.a E-Wireless.** Dynamic Cellular Inc., . d.b.a E-Wireless shall be entitled to assign this Agreement to any entity or person in its sole discretion without the consent of Subdealer.

(b) **By Subdealer.** Subdealer shall have the right to assign this Agreement only with the prior written consent of Dynamic Cellular Inc., . d.b.a E-Wireless.

15. MISCELLANEOUS.

(a) **Counterparts.** This Agreement may be executed in counterparts.

(b) **Facsimile Signatures.** Facsimile signatures on this Agreement will have the same legal effect as original signatures.

(c) **Captions.** Section headings and paragraph captions in this Agreement are intended solely for the convenience of the parties and not for the purpose of interpreting this Agreement.

(d) **Severability.** If any portion of this Agreement is judicially or otherwise determined to be invalid or unenforceable, such portion shall be deemed to be severed from and shall not affect the remainder of this Agreement.

(e) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado, without reference to the conflict of laws provisions thereof.

(f) **Successors.** This Agreement shall be binding on and inure to the benefit of the respective heirs, permitted assigns, successors-in-interest, executors, administrators, and representatives of the parties. This provision is expressly included in this Agreement to make clear that Subdealer cannot engage in any transfer (directly or indirectly) of the Subdealer business and/or its assets, or of the management of the business, in an effort to avoid its obligations to Dynamic Cellular Inc., . d.b.a E-Wireless hereunder, during the term of this Agreement and for one year thereafter.

(g) **Integration.** This Agreement and the exhibits and other attachments hereto contain the entire agreement between the parties and supersede any and all prior written or oral agreements between them concerning Subdealer's right to sell Cricket Products and associated PCS offered by Cricket. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to Subdealer's right to sell such PCS and products, which are not fully expressed herein.

(h) **Warranty of Authority.** Individuals signing this Agreement on behalf of other persons, including but not limited to partnerships, corporations, limited liability companies, and trusts, warrant and represent that they have the authority to bind their principal to this Agreement.

(i) **Third-Party Beneficiary.** Cricket is a third party beneficiary to this Agreement and shall be entitled to all remedies available to Dynamic Cellular Inc., . d.b.a E-Wireless if Subdealer breaches this Agreement. Furthermore, certain affiliates of Dynamic Cellular Inc., . d.b.a E-Wireless have certain rights hereunder. Other than Cricket or the affiliates of Dynamic Cellular Inc., . d.b.a E-Wireless, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective heirs, executors, administrators, successors and permitted assignees, any rights or remedies under or by reason of this Agreement.

(j) **Waiver.** No waiver of any right, remedy or breach of a duty as provided herein shall be effective unless it is in writing and is signed by the waiving party. No such waiver shall constitute a waiver of any other right, remedy, or breach. No delay or failure to enforce any right or remedy shall preclude or affect the later enforcement of such right or remedy.

(k) **Taxes and Expenses; Licenses.** Subdealer shall be responsible for all of the costs of its business, including, but not limited to, travel, entertainment, office, clerical, accounting, and general selling expenses and any and all expenses of its employees, agents and representatives. In this connection, Subdealer shall be solely responsible for the preparation and submission to applicable authorities of its employees' income tax and FICA forms and the payment of all salaries to employees, employer contributions and employee benefits. Subdealer represents and warrants to Dynamic Cellular Inc., . d.b.a E-Wireless and Cricket that Subdealer holds all licenses and permits necessary for conducting its business.

(l) **Amendments.** No amendment to, modification of, deletion from, or addition to this Agreement shall be effective unless it is in writing and is executed and delivered by all of the parties. No action authorized by this Agreement, including but not limited to reductions in Handset Discounts pursuant to Section 1(i), shall constitute an amendment to, modification of, deletion from, addition to, or otherwise change this Agreement.

(m) **Security Interest Agreement.** Subdealer hereby grants to Dynamic Cellular Inc., . d.b.a E-Wireless and Advantage Wireless, Inc. (Dynamic Cellular Inc., . d.b.a E-Wireless) (hereinafter, in this section Dynamic Cellular Inc., . d.b.a E-Wireless shall refer to Advantage Wireless, Inc and Dynamic Cellular Inc., . d.b.a E-Wireless) a first priority purchase money security interest in and to (i) all equipment, products, accessories and other goods, together with all rights associated

therewith, that are sold by Dynamic Cellular Inc., . d.b.a E-Wireless to Subdealer, whether now owned or existing or hereafter arising or acquired and wherever located, and all proceeds thereof and accessions thereto (regardless of whether any of such property is properly classified as “inventory”, “general intangibles” or otherwise); and (ii) all inventory in all of its forms, including without limitation, equipment and related parts and accessories, that is sold or rented by Dynamic Cellular Inc., . d.b.a E-Wireless to Subdealer, and all proceeds, products and accessions thereto, whether now owned or hereafter acquired and wherever located.

Subdealer further grants to Dynamic Cellular Inc., . d.b.a E-Wireless a first priority security interest in (i) all furniture, fixtures and equipment now or hereafter owned by Subdealer; and (ii) all accounts, contract rights, general intangibles and other rights to payment (including but not limited to airtime commissions) of Subdealer, whether now existing or hereafter arising or acquired, including without limit those that arise in connection with, pertain to, or represent, any compensation or other sums owed to Subdealer by Dynamic Cellular Inc., . d.b.a E-Wireless.

Subdealer agrees to execute any one or more Uniform Commercial Code (UCC) financing statements or similar instruments deemed necessary by Dynamic Cellular Inc., . d.b.a E-Wireless to perfect the foregoing security interests and hereby authorizes Dynamic Cellular Inc., . d.b.a E-Wireless to file such UCC without Subdealer’s signature.

NOTWITHSTANDING THE ABOVE, Dynamic Cellular Inc., . d.b.a E-Wireless agrees to subordinate its security interest in the above collateral to any bank that has loaned funds to Subdealer. Moreover, Dynamic Cellular Inc., . d.b.a E-Wireless agrees not to enforce its security interest until Subdealer’s indebtedness exceeds \$50,000.00 and Subdealer defaults on the payment terms agreed upon with Dynamic Cellular Inc., . d.b.a E-Wireless.

(n) **Agreement Read and Understood.** The undersigned have read, and understand and agree to be bound by, each of the provisions of this Agreement.

IN WITNESS WHEREOF, this Subdealer Agreement has been executed in Denver, Colorado, as of the date first written above.

“Dynamic Cellular Inc., . d.b.a E-Wireless”

By: _____
Name: _____
Title: _____

“Subdealer”

By: _____
Name: _____
Title: _____

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

1. The undersigned is a subdealer of Advantage Wireless, Inc., dba Dynamic Cellular Inc., . d.b.a E-Wireless (“Dealer”), an authorized distributor of wireless products and pay-in-advance PCS service offered by Cricket Communications, Inc. (“Company”) in certain markets (“Area”). Because of my relationship with Dealer and Dealer’s relationship with Company, I will receive knowledge, experience, and training concerning telephone systems and equipment, including the services and systems of Company, and as a result I will receive financial benefits through my relationship with Dealer. In return and in addition to other agreements of Dealer, I agree to do all of the following:

2. As used in this Agreement, the term “Subscribers” means all subscribers of PCS offered by Company whom I learn about during or because of my relationship with Dealer, or who have had any dealings or communication with Dealer at any time.

3. I agree to keep confidential all information and data about Subscribers and agree not to disclose to anyone else or to any other business the names of any Subscribers or any other information or data about any Subscribers. I understand and agree that all this data and information are “trade secrets” of Company.

4. I agree that for a period of three (3) years after the termination of my association with Dealer or Dealer’s association with Company, whichever occurs first, I shall not request any Subscriber whom I know to be a Subscriber to cancel his, her or its PCS with Company, divert or try to divert any such Subscriber to another wireless company, or help any other wireless company or dealer obtain or try to obtain any business from any of these Subscribers.

5. I agree that Company is a third-party beneficiary of this Agreement and shall be entitled to enforce this Agreement. If I break any of my promises in this Agreement, I realize I can be held liable for damages. I also agree that if any legal proceedings are brought concerning this Agreement, the prevailing party will be entitled to recover all costs and reasonable attorney’s fees.

6. 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 the State of Colorado.

DATED: _____, 20____

**EMPLOYEE, AGENT
OR LICENSEE:**

By: _____

Name: _____

Title: _____

DEALER: E-Wireless

By: _____

Name: _____

Title: _____

EXHIBIT B

SUBDEALER AGREEMENT
PERSONAL GUARANTY

A. For value received, and in consideration for Advantage Wireless, Inc., a Colorado corporation doing business as Dynamic Cellular Inc., . d.b.a E-Wireless (“Dynamic Cellular Inc., . d.b.a E-Wireless”), entering into that certain the Subdealer Agreement dated **April 1, 2010** (“Agreement”), between Dynamic Cellular Inc., . d.b.a E-Wireless and Deen A Alharbi dba City Wide Food Market(“Subdealer”), the undersigned (“Guarantor”) hereby guarantees to Dynamic Cellular Inc., . d.b.a E-Wireless (I) strict compliance by Subdealer with all the terms, covenants and conditions of the Agreement, and (II) payment to Dynamic Cellular Inc., . d.b.a E-Wireless of all amounts payable pursuant to the Agreement.

B. Guarantor hereby grants to Dynamic Cellular Inc., . d.b.a E-Wireless full power and authority to: (i) change, modify, extend or otherwise amend the Agreement; or (ii) otherwise deal with Subdealer as Dynamic Cellular Inc., . d.b.a E-Wireless may elect without in any way diminishing, releasing, or discharging the liability hereunder of Guarantor. Such liability shall be continuing and shall only be terminated by full compliance by Subdealer with all the terms of the Agreement.

C. Guarantor hereby waives all notices, including but not limited to notice of acceptance of this Guaranty, demand, presentation, and protest, including notices of any action or non-action on the part of Subdealer, Dynamic Cellular Inc., . d.b.a E-Wireless, or other party.

D. Upon any default of Subdealer under the Agreement, Dynamic Cellular Inc., . d.b.a E-Wireless may, at its option, proceed directly and at once, without notice of such default, against Guarantor to collect and recover the full amount of the liability hereunder or any portion thereof without proceeding against Subdealer or any other party. Guarantor hereby waives the right to require Dynamic Cellular Inc., . d.b.a E-Wireless to proceed against Subdealer or to pursue any other remedy Dynamic Cellular Inc., . d.b.a E-Wireless may have, waives the right to plead election of remedies Dynamic Cellular Inc., . d.b.a E-Wireless may have, waives the pleading of statute of limitations as a defense to the obligations hereunder, waives any other defense arising by reason of any disability or other defenses of Subdealer, and waives any defense arising by reason of the cessation from any cause whatsoever of the liability of Subdealer.

E. If legal action is commenced by Dynamic Cellular Inc., . d.b.a E-Wireless to enforce this Guaranty or any term or condition hereof, Guarantor agrees to pay to Dynamic Cellular Inc., . d.b.a E-Wireless its costs of enforcement and, as part of the costs incurred therein, such additional sums as the court or arbitrator may adjudge reasonable as costs and attorneys’ fees in said action. Guarantor warrants that it has read paragraph 12 of the Agreement between Subdealer and Dynamic Cellular Inc., . d.b.a E-Wireless related to arbitration, and that it shall be bound by these same arbitration provisions with respect to enforcement of this Guaranty. Paragraph 12 of the Agreement is accordingly incorporated in this Guaranty.

F. No indulgence, forbearance or extensions of time of payment or performance permitted or granted to Subdealer by Dynamic Cellular Inc., . d.b.a E-Wireless shall in any way release Guarantor from liability or diminish Guarantor's obligations hereunder.

G. Dynamic Cellular Inc., . d.b.a E-Wireless may without notice to Guarantor assign this Guaranty in whole or in part.

H. Any indebtedness of Subdealer now or hereafter held by Guarantor is hereby subordinated to any indebtedness of Subdealer to Dynamic Cellular Inc., . d.b.a E-Wireless, and such indebtedness of Subdealer to Guarantor if Subdealer so requests shall be collected, enforced, and received by Guarantor as trustee for Subdealer and held as security for performance of the obligation of Subdealer to Dynamic Cellular Inc., . d.b.a E-Wireless, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty

Date: _____

“Guarantor”

By: _____

Name: _____

Title: _____

Home Address: _____

Home Phone No. _____

Social Security# _____

Drivers License No. _____

State _____

HANDSET DISCOUNT SCHEDULE

The Handset Discounts for Subscriber Equipment purchased from Dynamic Cellular Inc., . d.b.a E-Wireless by Subdealer pursuant to Section 1(i) of this Agreement shall be determined in accordance with the following schedule:

	Premier Dealers	Exclusive Dealers	Standard Dealers
Handset Discount (% off of MSRP)	Voice: 12% Broadband: 10% *Max Device Discount = \$30	Voice: 11% Broadband: 9% *Max Device Discount = \$30	Voice: 10% Broadband: 7.5% *Max Device Discount = \$30
Volume Tier Discounts for Handset Purchases (Based on # of Purchases in a calendar month)	0-99: \$2 100-299: \$3 300-499: \$4 500-749: \$6 750-1499: \$8 1500+: \$11	0-99: \$1 100-299: \$2 300-499: \$3 500-749: \$5 750-1499: \$8 1500+: \$11	0-749: \$0 750-1499: \$7 1500-2999: \$10 3000+: \$11
PayGo Handset Discount	MSRP \$0-\$39.99: \$10 discount MSRP \$40 and higher: 25% discount		

Subdealers will also have the ability to earn additional revenue by retaining activations fees and offering additional services to customers such as:

- NBC Activations
- CPE Activations
- Reactivations
- Monthly Bill Payment

Additional Service Features are not limited to the above list and may not be available to all Subdealers in all areas. Additional service feature opportunities are subject to the policies and procedures of Cricket Communications. This list of services may change at anytime.

Subdealer acknowledges that the Handset Discounts schedule above is based upon the current compensation schedule between Cricket and Dynamic Cellular Inc., . d.b.a E-Wireless and the current pricing of Products. It is hereby understood and agreed by Subdealer that if Cricket reduces any of its compensation plans to Dynamic Cellular Inc., . d.b.a E-Wireless or if the pricing of Cricket products or the Products increase, Dynamic Cellular Inc., . d.b.a E-Wireless shall have the right to reduce or increase the relevant Handset Discount plans to Subdealer. If such a change were to happen, Dynamic Cellular Inc., . d.b.a E-Wireless shall have the right, without violating any provisions of this Agreement, upon written notice, to immediately modify and reduce the Handset Discounts given to Subdealer.

EXHIBIT D

PRODUCT RETURNS AND REPAIRS

a) Defective Products

Subdealer may return to Dynamic Cellular Inc., . d.b.a E-Wireless, for return to the supplier, any purchased Products which are defective for a full credit, provided that, in the case of telephone packages, the complete telephone package is returned (with handset, battery, charger and power adapter); and provided further, that no such returns shall be permitted to the extent Dynamic Cellular Inc., . d.b.a E-Wireless may not return such defective Products to such supplier. Subdealer shall be charged for missing accessories if incomplete telephone packages are returned. Subdealer agrees to take reasonable care in preparing returns for shipment. Improperly packaged material, or material damaged during shipment, will be accepted at the discretion of the designated supplier. The designated supplier may reject any material which was damaged during shipment or by improper packaging prior to shipment.

b) Stock Balancing

Dynamic Cellular Inc., . d.b.a E-Wireless may be permitted from time to time by Cricket or other suppliers, to return unopened, unsold Cricket product packages for a full credit, provided such products are in their original package, with all accessories, and in otherwise salable condition. Dynamic Cellular Inc., . d.b.a E-Wireless may permit Subdealer to return such unsold Cricket products to Dynamic Cellular Inc., . d.b.a E-Wireless in its sole discretion. Any telephone packages which remain in Subdealer's inventory for more than 90 days from the date of shipment to Subdealer, and discontinued telephone packages which remain in Subdealer's inventory for more than 30 days from the date of shipment to Subdealer, will not in any event be eligible for stock balancing.

c) Crediting

Subdealer may not offset the amount due for returned Products against an outstanding invoice from Dynamic Cellular Inc., . d.b.a E-Wireless unless Dynamic Cellular Inc., . d.b.a E-Wireless agrees to such offset in writing. Dynamic Cellular Inc., . d.b.a E-Wireless may show the amount due for returned Products which are accepted by it as a credit on any invoice subsequently sent to Subdealer, rather than paying Subdealer cash for the returned Product.

d) Product repairs

All repairs of Products, whether in warranty or out of warranty, shall be the responsibility of the manufacturer(s) of the respective item of Product (not of Dynamic Cellular Inc., . d.b.a E-Wireless or Cricket).

EXHIBIT E

CURRENT CRICKET LOGO GUIDELINES

- The Cricket logo must appear in black, be reversed to white, or appear in 2-color or 4-color. When shown as a two color logo, the “k” in the logo should be PMS 369; in 4-color process, use 100% yellow and 80% cyan for the “k” in Cricket. All other letters should be black or reversed to white.
- Logo artwork must conform to Cricket artwork standards. Cricket artwork is available from Cricket Marketing in a wide range of electronic formats. Please call Cricket marketing at 619-882-6000 to obtain Cricket artwork.
- The relationship, perspective, shape, and configuration of the Cricket logo may not be altered in any way. Logo size must be changed in proportion.
- The Cricket logo must remain independent of Subdealer’s name, logo and all referencing text.
- The area of white space around the Cricket logo should be a minimum one-quarter of an inch around the entire logo.
- The trademark/service mark symbol should always be used as part of the Cricket logo.
- All advertising must be in compliance with local and federal laws and must be “in good taste.” All claims in such advertising regarding Cricket and its services must be truthful.

Exhibit 1

All existing wireless or wireline carriers Subdealer is under written agreement with as of the Effective Date of this Agreement (not including any licensee or subdealer agreements with Dynamic Cellular Inc., . d.b.a E-Wireless or its affiliated companies, including Dynamic Cellular Inc., . d.b.a E-Wireless.).