

## Rocstar Wireless DISTRIBUTION AGREEMENT

### **Rocstar Wireless AGREEMENT**

This **AGREEMENT** (“Agreement”) is made effective October 11, 2023, (the “Effective Date”) by and between **Rocstar Wireless USA, LLC**, a Wyoming limited liability company (“Rocstar Wireless LLC”), and \_\_\_\_\_ a \_\_\_\_\_ (State) company (“\*\*\*\*Reseller\*\*\*\*”).

#### **RECITALS**

WHEREAS, Rocstar Wireless provides mobile voice and data services in the United States using the “ROCCSTAR WIRELESS” brand; and  
WHEREAS, Rocstar Wireless is engaged in the business of selling Wireless Talk, Text, and Data service and related services in retail stores; and  
WHEREAS, Rocstar Wireless wishes to distribute its mobile voice and data services and service to customers through \*\*\*\*Reseller\*\*\*\*; and  
WHEREAS, \*\*\*\*Reseller\*\*\*\* wishes to offer Rocstar Wireless’s wireless services;  
NOW, THEREFORE, AND IN CONSIDERATION of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section I – Parties 1. Rocstar Wireless LLC (hereinafter referred to as “Rocstar Wireless”) is a Wyoming Limited Liability Company with headquarters in the State of Illinois. Rocstar Wireless is in the business of distributing and selling prepaid wireless service phone cards and related products.

1. Scope of Services. Subject to the terms of this Agreement, Reseller hereby agrees to provide and perform services (“Services”) for Rocstar Wireless. The scope of Services include the following: (i) establish contacts with potential Rocstar Wireless End Users, (ii) market Rocstar Wireless’s software to potential Rocstar Wireless End Users (iii), and get Sales for Rocstar Wireless.
2. Reseller Commissions.
  - a. Commissions on Rocstar Wireless Subscriptions. For each End User that agrees to the Rocstar Wireless service agreement (“Sale”), as a result of the Reseller’s direct marketing efforts, Rocstar Wireless will pay the Reseller a commission (“Reseller Commission”) in accordance with the commission schedule set forth on Schedule 1. Unless otherwise agreed to in writing as an addendum to this agreement, Rocstar Wireless will not be responsible for the payment of any additional compensation in connection to a Sale or Reseller Fee.
  - b. Right to Adjust Commissions. Rocstar Wireless reserves the right to correct or reverse any Monthly Residual Commission owed to Reseller if, in Rocstar Wireless’s sole discretion, (i) Reseller has acted in a fraudulent manner; (ii) Reseller has breached any portion of this agreement; (iii) Reseller is obligated to indemnify Rocstar Wireless for actual or anticipated losses; (iv) Rocstar Wireless has overpaid Reseller; or (v) a customer is determined to have been referred to Rocstar Wireless outside of the Reseller’s marketing efforts.

c. Commission Schedule. Rocstar Wireless pays commissions on or before the 5th of every month for all relative subscription fees collected by Rocstar Wireless during the previous month.

d. Active vs Inactive Resellers. Resellers are considered active if they bring on any new accounts during a twelve-month period. Resellers are considered inactive if the Reseller has not added any new account in twelve consecutive months; and or believe that they are employees of Rocstar Wireless LLC.

e. Recurring Commissions. After a commissionable account has been open for two years, commissions on that account will phase to half of the then-current Commission Rate and will continue to be paid as long as the Reseller is either active or has been active for at least 5 years. Recurring commissions will cease to be paid if the Reseller has not brought on any new accounts in twelve consecutive months and has not been active for 5 years.

### 3. Reseller Marketing Restrictions.

a. Posting links to Rocstar Wireless. Reseller will be provided an affiliate link by which Reseller will receive credit for anyone referred to the Rocstar Wireless website (See 4. Protection of Reseller and Prospect Relationships). Reseller may post any number of links on Reseller website(s) directed to the Rocstar Wireless website. The position, location, prominence and nature of such links on Reseller website shall comply with any requirements specified in this Agreement, but shall otherwise be at Reseller's discretion.

b. Reseller Representation of Rocstar Wireless. Reseller may claim to be an Authorized Reseller of Rocstar Wireless Products. but shall not make any representation, warranty or other statement concerning Rocstar Wireless, the Destination Sites, or Rocstar Wireless's softwares, except as expressly authorized by this Agreement. Reseller shall not advertise or promote advertisements that are misleading and/or which claim inflated discounts.

Rocstar Wireless's sole discretion. Reseller may only advertise or promote advertisements that state the actual discount that a visitor may derive by clicking on a Link.

c. Email and Text Marketing. Reseller shall not send any email, SMS text message, or other form of electronic message or advertisement containing Rocstar Wireless's name, product, website address, metatag or any other type of identifier to any recipient unless the recipient has directly consented to receive such communication from Reseller or unless Reseller has a pre-existing business relationship with the recipient. In addition, Reseller shall provide all recipients of any such communication with the ability to opt out of further communications from Reseller by permitting such recipient to "one click unsubscribe," or call a toll free number. In short, Reseller must follow ALL aspects of the 2003 CAN SPAM Act.

d. Online Advertising.

i. The Rocstar Wireless Domain. Reseller may not use www.Rocstar Wireless.com, or ANY variation of Rocstar Wireless's brand terms as the domain name or URL in any paid search engine marketing campaign, except upon prior written consent by Rocstar Wireless.

ii. Pay Per Click. Reseller SHALL NOT bid on or use any word, keyword or term in a Pay-Per-Click campaign which contains Rocstar Wireless's registered or unregistered trademarks or any word, keyword or term that is likely to cause confusion regarding Reseller's affiliation with

Rocstar Wireless. Examples of Rocstar Wireless Keywords include, but are not limited to the following: www.Rocstar Wireless.com, Rocstar Wireless.com, www.RocstarWireless, Rocstar Wirelessw, Rocstar Wireless.co, etc.

iii. Fat-finger or Typo Squatter Redirects. Reseller shall not use any fat-finger or typosquatter domain name to redirect Internet traffic to Reseller website or the Destination Sites without Rocstar Wireless prior written approval. A fat-finger or typosquatter domain name is a domain name that amounts to a misspelling of any registered or unregistered Rocstar Wireless trademark. Examples of fat-finger or typosquatter domain names include, BUT ARE NOT LIMITED to the following: itygro.com, citygr.com, citgro.com, etc.

iv. Domains, Sub-domains and URL Paths. Reseller shall not place Rocstar Wireless Keywords in Reseller domain or sub-domain. Examples of non-permissible use are: Rocstar Wireless.yourwebsite.com, Rocstar Wireless.yourwebsite.co, yourwebsite.Rocstar Wireless.co, and yourwebsite.Rocstar Wireless.com. Reseller may place Rocstar Wireless Keywords in Reseller URL path. An example of permissible use is: yourdomain.com/Rocstar Wireless.

v. Traffic Intercept and Redirects. Reseller shall not employ the use of any manual or automated software, device, application, robot or any other technology which attempts to intercept or redirect traffic or referrals to or from any website without the prior written consent of Rocstar Wireless.

vi. Misrepresenting the Rocstar Wireless Website. Reseller shall not frame the Rocstar Wireless website so that it appears to viewers of Reseller website that such viewer is viewing the Destination Sites. Reseller shall not do anything to its website or any website it controls that makes such website appear as though it is the Rocstar Wireless website.

4. Protection of Reseller and Prospect Relationships. Rocstar Wireless will protect the Reseller's right to sell a specific client based on the Reseller being the first to introduce Rocstar Wireless to the client. In the event that a dispute arises between multiple resellers, Rocstar Wireless reserves the right to credit the appropriate reseller at their sole discretion. Rocstar Wireless will base their decision on the Reseller who can prove first written contact while maintaining a continuous relationship. Rocstar Wireless will make every effort possible to identify the source of all leads and forward the lead to the appropriate Reseller.

5. Expenses. Reseller will not be reimbursed for any expenses incurred in connection with the Agreement without the prior written approval of Rocstar Wireless.

## Section II – Specific Terms and Conditions

3. Obligations of Rocstar Wireless. Rocstar Wireless agrees to provide wireless service to all its customers pursuant to the terms and conditions disclosed on Rocstar Wireless prepaid wireless website.

4. Obligations of Reseller. Reseller agrees to follow all reasonable instructions, directives, and policies used by Rocstar Wireless relating to its sales or marketing of Rocstar Wireless products and services. Reseller agrees to allow Rocstar Wireless to print the name and location of Reseller on Rocstar Wireless promotional literature and advertisements; Reseller agrees to at all times act honestly, fairly, and in good faith accurately portray Rocstar Wireless to current and prospective customers. Reseller agrees to cooperate and report to Rocstar Wireless any complaints it receives with regard to service to ensure subscriber satisfaction and approval.

5. RELATIONSHIP OF THE PARTIES. Rocstar Wireless and Reseller shall have the relationship of independent contractors under this Agreement. Neither Party shall be deemed to be the agent of the other nor have any authority with regard to the other, except as specified in this Agreement (or in a separate writing signed by both Parties). Neither Party shall have the right or authority to act on behalf of the other Party, or to incur any obligations chargeable to the other, by virtue of this Agreement. Persons retained by either Party as employees or agents shall not be deemed to be employees or agents of the other Party by reason of this Agreement. Reseller further agrees that it will not make any representations with respect to its relationship to Rocstar Wireless except that it has been retained by Rocstar Wireless as an authorized Reseller.

6. TERM. This Agreement will take effect on the date on which Rocstar Wireless accepts this Agreement (which date shall be specified immediately below Rocstar Wireless's address on the signature page of this Agreement), and shall continue in effect for one (1) year ("Initial Contract Period"), and unless terminated sooner, as described below by either Party, for consecutive one year periods thereafter.

7. TERMINATION AND MODIFICATION. Either Party may terminate this Agreement by providing thirty (30) days written notice to the other at the address indicated hereon. Rocstar Wireless reserves the right to terminate this Agreement without notice if: 1) Rocstar Wireless ceases to furnish telecommunication services; 2) if for any reason it is unable to provide telecommunication services; 3) Rocstar Wireless services are not available from the network provider; 4) if for thirty (30) consecutive days Reseller does not purchase any products or services from Rocstar Wireless; 5) the products or services sold to Reseller are used in such a manner as to adversely affect Rocstar Wireless's ability to provide products or services to others or are otherwise used in violation of Federal Communications Commission rules or regulations; 6) Reseller is involved in any illegal activities that are related to the use of telecommunication services provided by Rocstar Wireless; 7) Reseller is in default or in breach of this Agreement for more than seven (7) days. Rocstar Wireless reserves the right to modify or terminate this Agreement at its sole discretion without cause or notice. In the event of termination, Reseller shall return to Rocstar Wireless all promotional materials that have been provided to Reseller by Rocstar Wireless and Rocstar Wireless shall use its best effort to remove Reseller's name and address from Rocstar Wireless's promotional literature and advertisements.

8. PRICE. The initial prices charged by Rocstar Wireless shall be as agreed upon at the time of execution of this Agreement. Payment by Reseller shall be deemed to be conclusive that the Parties have agreed to initial charges. Rocstar Wireless, at its sole discretion and without cause, reserves the right to modify its pricing and/or minutes. Any such changes will be communicated to Reseller fifteen (15) days prior to the effective date of the price change. Reseller, in its discretion may decide not to accept such changes and in that event Reseller may elect not to purchase Rocstar Wireless's products at the revised rate.

9. ASSIGNMENT. Rocstar Wireless may assign all of its rights, duties and obligations under this Agreement to any Affiliate or successor in interest. This Agreement may not be assigned or transferred by Reseller, in whole or in part, without the prior written consent of Rocstar Wireless.

6. Minimum Advertised Price. Reseller will not advertise any price below the advertised price offered by Rocstar Wireless. Rocstar Wireless reserves the right to change prices at any time and for any reason. In such event, Rocstar Wireless will provide to Reseller an updated pricing

sheet with an applicable revision date (such revision date not to be effective less than 30 days after written notice is sent to Reseller). All new Contracts after such revision date are to be based upon the revised pricing. If the modified fees set forth on a revised Schedule 1 are not acceptable to Reseller, then Reseller may elect to terminate this Agreement.

7. Processing New Subscriptions. Reseller will be responsible to complete the sale of all new subscriptions credited to the Reseller. A subscription is not sold until the Rocstar Wireless Agreement is signed and Payment is received. Upon completion of the sale, Reseller will introduce the new client to the Rocstar Wireless Account Pro team for configuration of their account.

8. Subscription Billing. Unless otherwise agreed to in a written letter to Reseller by Rocstar Wireless, or through an addendum to this agreement signed by both parties, all subscription fees, INCLUDING commissions paid to Reseller, will be paid directly to Rocstar Wireless by a valid credit card. If Reseller chooses to pay Rocstar Wireless on behalf of their client, Reseller will be responsible for all fees and overages including Reseller commission. In such event, Commissions will be paid back to reseller

9. Servicing Rocstar Wireless Accounts.

a. Authorization to Support Accounts. Reseller IS NOT authorized to Support Rocstar Wireless accounts unless certified by Rocstar Wireless through written approval. Servicing includes, but is not limited to, account configuration, equipment provisioning, design, campaign creation, trouble shooting, or any other engagement that requires changing settings or preferences in the End User's account. Upon completion of a Sale, Reseller will turn over the servicing and maintenance of the subscription to Rocstar Wireless. Reseller may, and is encouraged to, maintain regular communication with subscribers in efforts to lengthen the duration of their subscription.

b. Scope of Account Maintenance and Support. Rocstar Wireless will provide, but is not limited to, the following support to End Users in accordance with the Rocstar Wireless package that is subscribed to (Refer to the Rocstar Wireless Packages and Pricing): account configuration, equipment provisioning, design, campaign creation, trouble shooting, etc.

11. TAXES. It shall be Reseller's sole responsibility both to collect and to remit any and all taxes (however designated, levied or based) on Service or any other item for which charges are imposed under this Agreement, with the exception of roaming charges (as noted in the following paragraph). Such responsibilities shall include, but are not limited to: Federal, state and local sales taxes, gross receipts taxes, privilege or excise taxes, and any taxes or amounts in lieu of any such taxes ("Taxes").

12. TELEPHONE NUMBERS. In connection with the sale of prepaid wireless services Rocstar Wireless shall provide Reseller with telephone numbers to be associated with the telephone of the Customer. Neither Reseller nor Customer shall have any property right or other proprietary interest in the assigned telephone numbers, and Rocstar Wireless reserves the right to change the assigned telephone numbers at any time.

13. Term of Agreement. The term of this Agreement shall commence on the date first set forth above, and shall continue indefinitely until terminated by either party. Either party may terminate the agreement by providing at least 30 days' written notice to the other party. Additionally, Rocstar Wireless may terminate this Agreement at any time for any reason. However, unless

unforeseen circumstances arise, Rocstar Wireless will not terminate the agreement unless, in Rocstar Wireless's sole discretion, it feels the Reseller has participated or is participating in: fraud, bankruptcy, material misrepresentation, cessation of business operations for more than 30 calendar days, a material breach of this Agreement or a material breach of any applicable user agreement for access to the Rocstar Wireless's web site by Reseller. Typically, Rocstar Wireless will send Reseller notice of such cases and give Reseller 10 days to cure such breach – if communication from Reseller is immediate. In the event that Rocstar Wireless terminates this agreement and Reseller has NOT participated in any breach of this agreement, Reseller's right to commissions will survive the termination of this agreement and Rocstar Wireless will pay commission as outlined in this agreement.

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14. Independent Contractor Status. The relationship of Reseller to Rocstar Wireless is that of an independent contractor, and nothing herein shall be construed or deemed as creating any other relationship.

15. Reseller's Representatives. Reseller shall be solely responsible for the actions of its employees, agents, and independent contractors ("Agents"). All equipment and tools used by Reseller and its Agents to provide the Services (e.g., cell phones, computers, etc.) shall be furnished by Reseller, at Reseller's sole cost and expense.

16. Compliance with Laws and Ordinances. Reseller and Reseller's Agents shall comply with all applicable laws, ordinances, codes, standards and regulations and with all requirements of governmental authorities having jurisdiction with respect to the performance of the Services.

17. Territory. No territories are currently designated by Rocstar Wireless. However, Rocstar Wireless reserves the right to establish one or more exclusive geographical territories, or territories defined by industry or market, for the benefit of a protected party. If Rocstar Wireless grants an exclusive territory to a third party, Rocstar Wireless agrees to provide at least 30 days' prior written notice to Reseller of such exclusive territory. In such instance, Reseller will be permitted to maintain existing Contracts in such territory so long as this Agreement is in force. After such notice is delivered to Reseller, Reseller agrees not to solicit Contracts in such designated territory.

18. Confidential Information; Non-Disclosure; Non-compete; Non-Circumvent.

a. Defined. "Confidential Information" means any trade or business information, business model, electronic data capture technology, automated messaging process (i.e., electronic capture, verification, and communication based on behavior and interests), financial information, protected health information, and other information confidential in nature that relates to the disclosing party's business or to the business of the Rocstar Wireless's subscribers. Confidential Information does not include any information, materials, data or know-how which (i) is in the possession of the non-disclosing party at the time of disclosure, as shown by the non-disclosing party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time of disclosure becomes public knowledge or part of the public domain, not as a result of any inaction or action of the non-disclosing party; (iii) is disclosed to the non-disclosing party by another third party having the right to disclose such information without any violation of any rights of, or obligations to, the disclosing party or the applicable subscriber; or (iv) is approved for release in writing by the disclosing party.

b. Non-Disclosure. Each party agrees to maintain the Confidential Information of the other party in confidence and to use such Confidential Information only as necessary to carry out the purpose for which it was disclosed. Each party agrees not to disclose the Confidential Information of the other party without such other party's prior written consent.

c. Non-Compete. Reseller agrees not to compete directly or indirectly against Rocstar Wireless with respect to ratings and verification services for anytime during the term of this Agreement and for a period of eighteen (18) months thereafter.

d. Non-Disparagement. Each party agrees not to make any false, disparaging, or derogatory statements about the other party or any subscriber.

e. Non-Circumvent. In no event may the Reseller attempt to circumvent Rocstar Wireless with respect to contacts, relationships, agreements, customers, manufacturers, or other Confidential Information provided to the Reseller in order to enter into a transaction (directly or indirectly) other than in connection with the Services. In no event may Rocstar Wireless attempt to circumvent the Reseller with respect to the Reseller's contacts and relationships introduced to Rocstar Wireless by Reseller as long as the Agreement is in force.

19. Indemnification. Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party ("Indemnitee") from and against any and all claims, losses, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and expenses of dispute resolution) and damages and injuries (including, without limitation, injuries to persons, loss of life, damage to property, wherever occurring) arising out of the Indemnifying Party's breach of any of the provisions of this Agreement or the Indemnifying Party's negligence or intentional wrongdoing in the performance of the Services; provided, however, that the Indemnifying

20. COMPLIANCE WITH APPLICABLE LAW. In performing its duties hereunder, Reseller agrees to comply with all federal, state and local laws, rules, regulations and tariffs now or hereafter in effect relating to its duties and Rocstar Wireless Mobile Reseller Agreement activities under this Agreement. Reseller agrees to collect and pay all communication taxes.

21. LIMITATION OF LIABILITY. Rocstar Wireless has no control over the messages transmitted over its Service, and occasional errors incident to the provision and use of Service are inevitable. Rocstar Wireless shall not, under any circumstances, be liable for any failure to transmit other Service interruption, errors, defects or delays caused by acts of God, fire, war, riots, government authorities or other causes beyond Rocstar Wireless's control. The liability of Rocstar Wireless for loss or damages arising out of mistakes or omissions shall be limited to the cost of the prepaid card sold by Reseller above. **IN NO EVENT SHALL Rocstar Wireless BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT OR TORT.**

22. TRADE NAMES, ETC. Nothing contained in this Agreement shall be construed as conferring any license or right to Reseller to use any trade name, trademark, or service mark of Rocstar Wireless or any underlying carrier(s).

23. **CONFIDENTIALITY.** Except as required by law, any Rocstar Wireless business information and materials containing information disclosed to Reseller by Rocstar Wireless including, but not limited to, management information reports, details of contracts, pricing, operational methods, plans or strategies, and other business affairs (hereinafter "Rocstar Wireless Confidential Information") shall not be disclosed by Reseller to any person except officers and employees of Reseller requiring that information or material to perform services pursuant to this Agreement, and shall not be used for the benefit of Reseller except in connection with services rendered pursuant to this Agreement. The Reseller shall be liable to Rocstar Wireless for damages caused by any breach of this provision or by any unauthorized disclosure of Rocstar Wireless Confidential Information by its officers, employees or agents. Rocstar Wireless shall not disclose Reseller Confidential Information outside of Rocstar Wireless without the prior written approval of Reseller.

24. **SECURITY INTEREST.** In the event Reseller purchases any phone cards or other products from Rocstar Wireless, Reseller with the intent to do so grants to Rocstar Wireless, a security interest in all of its right, title and interest, which it now has or may in the future acquire in all Rocstar Wireless phone cards, or products, whether now owned or in the future acquired by Reseller from Rocstar Wireless, together with any proceeds flowing therefrom. Reseller shall cooperate with Rocstar Wireless as requested by Rocstar Wireless in perfecting Rocstar Wireless's security interest by executing one or more financing statements pursuant to the Uniform Commercial Code as enacted.

25. **WARRANTIES AND REPRESENTATIONS.** Reseller warrants and represents that it is not restricted from representing Rocstar Wireless as an independent contractor by any present or past Agreements. Rocstar Wireless **MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING ITS PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

26. **INDEMNIFICATION.** (a) Reseller will indemnify and hold harmless Rocstar Wireless (and its officers, directors, agents and assigns) from any damages, losses and expenses (including reasonable attorneys' fees and disbursements) arising out of or relating to any claims, demands or actions (1) as a result of Reseller's acts or omissions or failure to comply fully with the terms and conditions of this Agreement; (2) by a person or entity which claims that Reseller's execution and performance of this Agreement violates any other Agreement to which Reseller is a Party including but not limited to Agreements not to compete and confidentiality obligations; and (3) as a result of Reseller's unauthorized disclosure or use of Rocstar Wireless Customer Information, Trade Marks, Trade Names, or other Rocstar Wireless Confidential Information. (b) Rocstar Wireless will indemnify and hold harmless Reseller (and its officers, directors, agents and assigns) from any damages, losses and expenses (including reasonable attorneys' fees and disbursements) arising out of or relating to any claims, demands, or actions (1) as a result of Rocstar Wireless's negligent or wrongful acts or omissions or failure to comply fully with the terms and conditions of this Agreement; (2) as a result of Rocstar Wireless's unauthorized disclosure of Reseller Confidential Information; and (3) alleging that Reseller's authorized use of Rocstar Wireless's Marks constitutes infringement of the intellectual property rights of a third party. (c) With respect to any claim or action for which one Party is required to indemnify the other Party, the indemnified Party will (1) promptly give written notice of the claim or action and



cooperate with the indemnifying Party in the defense, settlement or prosecution of the claim or action, and (2) not settle the claim or action without the prior written consent of the indemnifying Party, which consent will not be unreasonably withheld. The indemnified Party will have the right to participate in the defense at its own expense.

### SECTION III - General Terms

27. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

28. **WAIVER.** Failure of either Party to enforce at any time the provisions of this Agreement shall not be construed as a waiver thereof or of its right thereafter to enforce each and every provision hereof.

29. **NOTICE.** All notices or other communications made pursuant to this Agreement shall be in writing, and shall be by Certified mail (Return Receipt Requested) or be personally delivered to the Parties at their respective addresses as set forth herein, or at such other addresses as the Parties may designate in writing from time to time. Unless otherwise provided herein, all notices will be sent via facsimile transmission (with confirmation) or by certified mail, personal delivery or overnight delivery service. Notices will take effect upon receipt.

30. **HEADINGS.** The headings and captions used throughout this Agreement are for reference and convenience only and shall neither be deemed a part of this Agreement nor affect the meaning or construction of any provision of this Agreement.

31. **GOVERNING LAW AND CHOICE OF FORUM.** This Agreement is made and delivered in the State of Illinois and shall be governed by, construed and enforced in accordance with Illinois law. Any lawsuit related to this Agreement or the activities contemplated by this Agreement may only be brought in, and the Parties consent to the jurisdiction of, the United States District Court for the Northern District of Texas (if Federal jurisdiction applies) or in the Circuit Court of Dallas, Texas.

32. **SURVIVAL.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. **SEVERABILITY.** The provisions of the Agreement shall be deemed severable, and the invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.

34. **ENTIRE AGREEMENT.** This Agreement contains the entire and only Agreement between the Parties with respect to Rocstar Wireless and the subject matter hereof and supersedes all other Agreements currently in place. Any representations or conditions in connection therewith not incorporated herein shall not be binding on either Party. This Agreement supersedes all prior understandings, representations, negotiations, promises, and Agreements relating to the subject matter thereof. No modification, ratification, rescission, renewal, abandonment or waiver of this Agreement, or any of its provisions, or any notice or termination hereof given Rocstar Wireless shall be binding unless made in writing and signed by a duly appointed officer of Rocstar Wireless. **ROCCSTAR WIRELESS LLC 4001 W. AIRPORT FWY SUITE 146 BEDFORD TX, 76021** Email: dealer@rocstarwireless.com Phone: (855) 225-4008

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective

Date. \_\_\_\_\_

By:	Darius Allen CEO
<b>Rocstar Wireless USA, LLC</b>	Name and Title:

(Reseller)	
By:	
(Company Name)	Name and Title:

## Schedule 1 - Products, prices and commissions schedule

PRODUCTS (PLANS)	PRICE	ONE TIME ACTIVATION FEE (Optional)	MONTHLY RECURRING COMMISSION
Talk Text Plus 3GB Plan Monthly Billing	\$ 19.99	\$ 20.00	\$ 5.00
Talk Text Plus 3GB Plan Quarterly Billing	\$ 9.99	\$ 20.00	\$ 7.00
Unlimited 15 GB + Monthly users	\$ 29.99	\$ 20.00	\$ 8.00
Unlimited 15 GB + Quarterly Billing	\$ 19.99	\$ 20.00	\$ 14.00
Unlimited 30 GB + Monthly users	\$ 49.99	\$20.00	\$ 8.00
Unlimited 30 GB Quarterly Billing	\$ 29.99	\$ 20.00	\$ 14.00