



Sub-Dealer Information Profile For Company Pre-Approval

Proposed Sub-Dealer's Business Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Master Agent: _____

Office Telephone Number: _____

Contact Person: _____

Date Submitted: _____

Type of Business: _____

Years in Business: _____

Federal Tax ID Number: _____

Owner or Manager Name: _____

Work Phone: _____

Fax Number: _____

E-Mail Address: _____

Mobile Number: _____

Target Customers: _____

Other Wireless Service Providers: _____

Are you subject to a non-competition agreement, or any restrictions or limitations that would interfere with your ability to perform as a Sub-Dealer of Primus Wireless? Yes / No comments: _____

Proposed sub-dealer warrants and represents that the information above is true, and that he/she is not prevented from entering a sub-dealer arrangement with Primus Wireless or its authorized Dealer (indicated above) or by any legal or other restriction.

Proposed Dealer's Signature: _____ Date: _____



Eastern Regional Communications, Inc.

106 South State Street Hackensack, NJ 07601-3920 Tel. 201-678-0200 Fax 201-678-0909

DATE:	
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NAME:	
COMPANY:	
ADDRESS:	
CITY:	

TEL:	
FAX:	
TAX ID:	

Dear Sub-Dealer:

Please find enclosed a confirmation of the commission's payable for your activations. The commissions due you shall be fixed until such time *Eastern Regional Communications Inc.* [ERC] gives you written notice of a change in its commissions. In addition, this letter contains certain material terms and conditions governing the payment of your commissions. Please indicate your acceptance regarding the contents of this letter by initialing where indicated and by signing the last page, once complete please mail back to the following:
Eastern Regional Communications Inc. 106 South State St, Hackensack, NJ 07601-3920

Should you have any questions regarding the contents of this letter or any other questions relating to your status as a potential *Eastern Regional Communications Inc.* agent please do not hesitate to contact your *Eastern Regional Communications Inc. representative.* We look forward to a long and mutually beneficial relationship with your company. This contract supersedes any previous contracts between subdealer and ERC.

Commission Payment: Commissions shall be paid to you on activations for which you submit acceptable documentation to Eastern Regional Communications Inc. in accordance with ERC's requirements and any subsequent amendments thereto. Amendments to Eastern Regional Communications Inc. requirements will be given to you from time to time in writing. Late submission of applications and/or monthly log sheets will put a lengthy delay, and in some cases permanent stop on your commissions. Eastern Regional Communications Inc. reserves the right to review all the paperwork that you submit, and if same is deficient in any manner, to return it to you for correction. Of course, if your paperwork is rejected, the payment of your commission will also be delayed.

Requirements to receive commissions for ERC activations:

- 1) The Dealer must accurately complete SEA contract to include an authorized customer signature
- 2) The Dealer must follow the policy & procedure memo regarding fraud. Also the dealer must verify and sign the service agreement acknowledging that the valid ID was checked and that signatures and addresses match. The valid ID number must be recorded on the service agreement (if you do not have a list of ID requirements please request one, it is your responsibility hereafter to ensure your company has acceptable documentation).
- 3) Dealer must provide a copy of the completed service agreement to Eastern Regional Communications Inc. for commissioning purpose, on time.

All carriers will hold dealers financially responsible for fraudulent activations. If a dealer is found activating a fraudulent customer the dealer will be charged back for the customer's original commission plus a \$200.00 liquid damage fee plus all other amounts owing. Such charges will include access fees, airtime charges, long distance fees, roaming fees, and other miscellaneous invoiced charges. Also, customers will no longer be able to pay deposits with a personal check.

INITIAL

INITIAL Chargebacks: Commissions shall be subject to chargeback for activations which do not remain in good standing for 121 days following the initial activation.

INITIAL Discrepancies: All discrepancies on commissions need to be reported to ERC with all applications and IDs by the end of the month that commissions are received.

INITIAL Eastern Regional Communications Inc. may at its discretion permit you to purchase inventory against your activation commissions. If you are given credits to purchase inventory you agree that We may deduct the cost of the inventory purchased by you from that month's commission check.

INITIAL Subagent or its affiliates shall not conduct business with any other Primus Wireless master dealer while under contract with Eastern Regional Communications. The term of this contract is thirty six months. It shall be at Eastern Regional Communications' discretion to release its subagents from any agreement made with Eastern Regional Communications.

INITIAL Subcontractor acknowledges that Eastern Regional Communications, in its sole discretion; may withhold payment of commissions and spiffs and any other monetary payments under a variety of circumstances including, but not limited to, Subcontractor stops activating subscriber accounts through Eastern Regional Communications, Subcontractor has high chargeback rate or Subcontractor does not have sufficient number of service activations in the current period to cover potential chargebacks from previous months.

INITIAL Upon request of termination by Eastern Regional Communications of this agreement, for any reason, Subcontractor shall return to Eastern Regional Communications any and all property in whatever form, concerning or relating to Eastern Regional Communications and Service Provider. This includes any point of sale inventory, demonstration equipment, and information containing Trade Secrets or Proprietary Information, sales literature, and such other materials at Eastern Regional Communications may request.

INITIAL Advertising: Any use of a Carrier's name, logo and/or reference to a Carrier's rate plan without prior approval will not be permitted and may lead to a termination of your dealership. When submitting an ad for approval, any use of rate plans can only be done at regular retail pricing. Carriers will not tolerate their name used in any ads in any way without their approval.

INITIAL Termination: Eastern Regional Communications Inc. reserves the right to terminate your contract without cause upon 30 days written notice to you or with cause immediately upon written notice. You may be terminated for cause for failure to comply with Eastern Regional Communications Inc. policies and procedures. If your contract is terminated Eastern Regional Inc. will not accept additional applications for credit approval or activation. Further, if your contract is terminated or if you should cease activation with Eastern Regional Communications Inc. the payment of your activations commissions will be delayed for a commercially reasonable period not to exceed the applicable period for chargebacks.

Your paperwork must be submitted with the applicable monthly log sheet to *Eastern Regional Communications Inc.* for each month's activations by the fifth business day of the month following that month's activation. For example, your January activations must be submitted to *Eastern Regional Communications Inc.* by the fifth business day of February. Failure to submit your paperwork on a timely basis will result in a delay of payment of your commissions. Repeated failure to submit acceptable documentation in the prescribed manner could result in the termination of your contract. If you comply with the above procedures you will be paid on the 15th day of the month following the month in which you submit your paperwork. As per the above example, your January commissions would be paid on the 15th day of March. It is strongly recommended that you submit your paperwork by Fed Ex, UPS or a similar service which will allow you to track your package. All log sheets and applications are to be delivered to:

**Eastern Regional Communications, Inc.
Attn: Commissions Dept.
106 South State St
Hackensack, NJ 07601-3920**

STORE NAME: _____

PRINT NAME _____

PRINT NAME: _____

SIGNATURE: _____

SIGNATURE _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

By signing I agree to the terms and conditions as stated in this letter/contract to be processed to become a sub-dealer for Eastern Regional Communications Inc.

SALES TAX AND REGULATIONS RESALE CERTIFICATE

TO OUR CUSTOMER:

In compliance with Sales and Use Tax Laws it is necessary that we have from you a signed re-sale certificate, with your State Sales Tax Permit Number (Federal Tax ID #), to show that the activations and merchandise you have purchased from Eastern Regional Inc. has been purchased for re-sale.

Please either list below the individual items or give a general description of the kind of property to be purchased for re-sale from Eastern Regional Communications Inc., e.g.

Cellular Phones, Cellular Accessories, Cellular Activations,

Please insert below your **STATE SALES TAX PERMIT NUMBER**, with your **SIGNATURE** and **ADDRESS**.

COMPANY NAME:* _____

DBA:* _____

I HEREBY CERTIFY:

1. That I hold a valid seller's permit number: * _____ - _____
issued pursuant to the Sales and Use Tax Law.
2. That I am in the business of selling: _____
3. That the tangible personal property described herein which I shall purchase from Eastern Regional Communications Inc. will be resold by me in the form of tangible personal property; PROVIDED, however that in the event any of such property is used for any purpose other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Print & Signature:* _____

Title:* _____

Address:* _____

City:* _____ **State:*** _____ **Zip:*** _____

Phone:* _____ **Date:*** _____

* = Required field

Attachment A

NON-DISCLOSURE AND INDEMNIFICATION AGREEMENT

The undersigned wishes to explore the possibility of becoming a Sub-Dealer through Eastern Regional Communications, Inc., herein known as ERC for Primus Wireless. To facilitate this process, Primus Wireless and ERC will have to share confidential information with the undersigned including potential terms and conditions of a dealer agreement, dealer program rules and plans to market wireless radio telephone service. The undersigned acknowledges and agrees that all such confidential information is proprietary information belonging to Primus Wireless and shall take all necessary and reasonable steps to safeguard the confidentiality of such information. Specifically, the undersigned shall not disclose or communicate any such information to any third party (specifically including all other wireless carriers and other dealers) and shall not disclose or communicate such information to any other person except its lawyers and those employees or officers of the undersigned who must see the information to facilitate negotiations with Primus Wireless. The undersigned further agrees that the undersigned will not use the confidential information for any purpose other than to evaluate a possible relationship with Primus Wireless.

The undersigned represents and warrants to Primus Wireless that neither he/she nor any company or business in which he/she is involved is under any obligation, oral, written or otherwise to any party which may be violated, breached or interfered with by virtue of negotiating and entering into a dealer relationship and agreement with Primus Wireless or one of its affiliates.

The undersigned further agrees to indemnify and hold harmless Primus Wireless, its affiliated companies and all of their respective officers, directors and employees from and against any and all actions, claims, demands, losses, damages or causes of action by any third party related to the undersigned's discussions and negotiations with Primus Wireless or the undersigned's entering into any agreement with Primus Wireless including without limitation any claims or causes of action based on interference with an existing agreement or a prospective business relationship.

Acknowledged and agreed to this ___ day of _____, 2005.

Name of Sub-dealer: _____

By: _____

Print Name: _____

Title: _____