

Exhibit AA

SUBAGENTS REQUIRED PROVISIONS ADDENDUM

This Exhibit sets forth Manager's requirements for Agent to authorize Subagents to Sell Prepay Service and PIBs at the respective stores owned or operated by Subagents.

1. Definitions. The capitalized terms used, but not defined in this Exhibit, shall have the same meanings as set forth in the Addendum.

2. Subagent's Delegation. Subject to, and limited by, the terms and conditions of this Addendum (including, without limitation, Section 1.2.16 of the Addendum), Manager authorizes Agent to authorize Subagents to Sell Prepay Service and PIBs at the respective stores owned or operated by Subagents.

3. Manager reserves the right, in its reasonable discretion, to require Agent to submit to Manager required information, in a format acceptable to Manager, for an Entity for which Agent seeks approval as a Subagent, which may include, but is not limited to, criminal and civil litigation background reports, credit report, and capitalization information.

3.1 If a Subagent intends to change or expand its role and/or representation of Agent based upon reasons including, but not limited to: (a) a Change of Control of Subagent, or (b) change of the Subagent's legal name or change or new fictitious name, trade name, or "d/b/a", Agent shall submit required information to Manager for approval prior to the effective date of the proposed change for such Subagent.

4. Required Provisions. Pursuant to Section 1.2.16 of the Addendum, Agent shall execute a Subagent Addendum with each Entity Manager approves as a Subagent. The Subagent Contract shall include all of the provisions set forth in Sections 4.1 and 4.2 below ("**Required Provisions**") without any modification (except for those necessary adjustments to Section and Exhibit references and to reflect the named parties to the Subagent Contract). VZW has the right, pursuant to Section 1.2.30 of the Addendum, to audit executed Subagent Contracts to confirm that the Required Provisions were included. Agent may include additional terms and conditions to the Subagent Contract, e.g., Subagent indemnification and compensation, only if such additional terms and conditions do not contradict the Required Provisions.

4.1 Definitions.

Accessories means any device that does not have an Equipment ID and that attaches to, covers, pairs, or synchs with, a unit of Equipment, including, but not limited to, headsets (including Bluetooth-enabled), batteries, chargers and holsters.

Activation (including the correlative terms "Activated" or "Activates") means the assignment by VZW of a VZW Number to a PIB in the POS System and the VZW Facilities to enable use of the Prepay Service. For purposes of Compensation, if applicable, only the first Activation of a Subscriber is eligible for Compensation.

Affiliate means, with respect to an Entity, any other Entity, that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Entity.

Agent means _____ (insert
Distributor's legal name and address).

Area means the MSAs (metropolitan statistical areas), RSAs (rural statistical areas), MTAs (major trading areas) and BTAs (basic trading areas) or portions thereof Selling VZW Service through the Direct Distribution Channel as such market areas may change from time to time.

Brand means an independently marketed but affiliated Service offering of a Carrier or Reseller, such as, but not limited to, Sprint's NEXTEL offering or TracFone's Net10 offering.

Card means a physical card that represents a retail monetary value that can be redeemed by a Subscriber for Prepay Service.

Carrier means an Entity (other than VZW) licensed by the FCC to Sell Service through the use of licensed Facilities.

Compensation means the compensation or any payment Subagent receives pursuant to this Contract.

Confidential Information means the terms and conditions of this Subagent Contract, account information and any other business information of VZW disclosed either directly or indirectly, whether in oral form, or in written, graphic or electronic form, which is confidential or proprietary, including, without limitation, firmware, source code, object code, software tools, designs, schematics, plans, formulas, know-how, VZW Equipment information, Subscriber Information, Subscriber lists, markets, inventions, processes, technology and any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plans, financial or personnel materials, products, future products, product plans, services, sales, or training materials, and the identity of or information concerning suppliers, employees or investors.

Contract means an agreement between Agent and Manager for the authorization by Manager of Agent to authorize subagents to Sell Prepay Service and PIBs

Control (including the correlative terms “Controlling”, “Controlled by” and “under common Control with”), as used with respect to any Entity, means the possession, directly or indirectly, of the power in fact or in law to direct or cause the direction of management policies of such Entity, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, if, with respect to an Entity that is party to a merger or consolidation transaction (for purposes of this sentence, an “acquiring entity”), the shareholders of the acquiring entity as a group as of the time immediately prior to the consummation of such transaction, immediately following the consummation of such transaction beneficially own, directly or indirectly, voting securities of the surviving Entity in such transaction sufficient to exercise Control thereof, the acquiring entity will be deemed to have acquired Control of the other party or parties to such merger or consolidation transaction.

Customer Proprietary Network Information (“CPNI”) means information about the quantity, technical configuration, type, destination, location, and amount of use of telecommunications services a customer has purchased.

Delegate means any Entity (including, but not limited to, any agent, subagent, contractor, subcontractor or vendor) that has been authorized by Subagent to directly or indirectly sell Prepay Service on behalf of VZW or to exercise any portion of Subagent’s rights or perform any portion of Subagent’s obligations pursuant to this Subagent Contract with the prior written consent of VZW.

Direct Distribution Channel means the Direct Stores, or the VZW Website, or any of the VZW telemarketing or corporate or business-to-business channels.

Direct Stores means those VZW-operated retail locations Selling VZW Service and VZW Equipment.

Entity means any person, partnership, corporation, company, limited liability company, firm, joint venture, joint-stock company, trust or other entity, however organized.

Equipment means mobile or portable telephones and data communications devices, including, but not limited to, wireless modems/data cards and PIBs, used in conjunction with or in order to utilize Service, but excluding any Accessories.

Equipment ID means the unique serial number, such as an ESN (electronic serial number), MEID (mobile equipment identifier), IMEI (International Mobile Equipment Identity) or similar term, assigned to a unit of Equipment.

Facilities means the telecommunications switching equipment, cell site transceiver equipment and other equipment maintained, expanded, modified or replaced by VZW or a Carrier to provide Service.

Government Entity means any Federal, state, or local governmental, regulatory or public sector department, agency, bureau or other authority.

IBE (In-Building Equipment) means radio distribution equipment including, without limitation, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices used to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal.

Licensed Marks shall mean those Marks that VZW, in its sole discretion, has authorized Manager to sublicense to Agent and for Agent to sublicense to Subagent as set forth on Exhibit [*Licensed Marks and Policy*], which are subject to change upon notice.

Locations means those retail stores owned and/or operated by Subagent, authorized in writing by VZW, open for business from time to time during the Term and identified in Exhibit [*Locations*] to this Subagent Contract, as amended from time to time by VZW upon notice from Agent to Subagent.

Manager means Payspot, LLC d/b/a epay North America, a Kansas limited liability company, with offices at 3500 College Blvd., Leawood, Kansas 66211.

Marks means all decorative designs, insignia, logos, names, service marks, service names, symbols, trade dress, trademarks, trade names, or the like, whether registered or unregistered, which VZW or its Affiliates own or are licensed or sub-licensed to use in connection with VZW Service or Equipment relating to VZW Service.

MDN means the mobile directory number that is received from the North American Numbering Plan Administration ("NANPA") for the purpose of receiving calls from the Public Switched Telephone Network ("PSTN"). It is a telephone number ("NPA-NXX-XXXX") used to access Service and is assigned to a unit of Equipment.

MIN means the mobile identification number, which is announced to Carriers for the purposes of providing Service and processing calls on the Facilities of VZW or a Carrier. A MIN is paired with an MDN for the purposes of receiving calls from the PSTN.

Multi-NAM means a unit of Equipment that contains more than one distinct NAM permitting the loading of more than one distinct Number.

NAM means the number assignment module found in a unit of Equipment.

Number means the MIN and MDN used to provide access to the Service.

Optional Feature(s) or Optional Service(s) means an incremental feature, service or data package, which is identified in the Service Forms, added (at an additional cost to the Subscriber) by a Subscriber to a VZW Service plan.

Permit has the meaning set forth in Section 4.2.1.1.

PIB (Phone in the Box) means a unit of VZW Equipment designated or approved by VZW for use with the Prepay Service.

PIN (Personal Identification Number) means a personal identification number that represents a retail monetary value that can be redeemed by a Subscriber for Prepay Service.

POS Application means the point of sale application developed and/or provided by Manager to Agent and Subagent for use on the Terminals for Agent and Subagent to connect to the POS System and POS APIs and perform Transactions at the Locations.

POS System means the VZW point of sale system that provides an application program interface, which allows the point of sale application used by Agent and Subagent at their respective Locations to remotely transmit requests to, and receive responses from, such VZW system to perform Activations of Prepay Service.

Postpay Service(s) means VZW Service for which (after Activation and on an ongoing basis) a Subscriber is billed and required to pay for any Usage only after using such VZW Service.

Prepay Fixture means any display space in a Location which is used to display, promote or advertise any Service sold on a prepaid basis or the Equipment used to access such Service of any Carrier, Reseller or Brand.

Prepay Service(s) means VZW Service (voice, messaging, applications, roaming and data) paid for in advance by a Subscriber at the time of Activation (in the case of a PIB) or by redemption of a PIN, Card or through some other method approved by VZW, as applicable, in order to access and use such VZW Service.

Reseller means any Entity that resells the Service of VZW or a Carrier.

Sales Representative(s) means Subagent's dedicated Subscribers/potential Subscribers-facing employees, Subscribers/potential Subscribers-facing Delegates or other personnel of Subagent that Sell PIBs and Prepay Service.

Sell (including the correlative terms "Sale", "Sold" and "Selling") means to offer, promote, market and/or sell.

Service means wireless service provided pursuant to licenses issued by the FCC pursuant to the FCC's rules and all voice, data and content services reasonably ancillary thereto.

Service Forms means the VZW Service plan brochure, customer agreement, collateral or marketing materials.

SKU means a particular model or unit of Equipment identifiable by a unique UPC code and or unique SKU number, which may be different as between Subagent, VZW and other suppliers or manufacturers of Equipment.

Space means, but is not limited to, the floor space, shelf space, point of purchase ("POP") and merchandising space in any Location.

Subagent, when used in connection with the grant of rights from Agent under this Subagent Contract, means the Entity who is contracting under this Subagent Contract and, to the extent that such term is used herein to describe required conduct or to obligate Subagent, the term shall also include any employee, principal, officer, or agent, partnership or officer of Subagent, and shall correspondingly create an obligation on the part of Subagent to bind such other Entity accordingly.

Subagent Contract has the meaning set forth in the Preamble.

Subscriber means the ultimate user of VZW Service provided by or through VZW. Subscriber purchases VZW Service from VZW and is responsible for payment of charges to VZW. Each VZW Number is deemed to be a separate Subscriber; provided, however, that in the case of multi-NAM units of VZW Equipment there shall be deemed only one Subscriber per unit at any given time regardless of how many VZW Numbers are actually attributed to that unit of VZW Equipment.

Subscriber Information means all non-public information concerning Subscribers including, without limitation, the VZW Numbers, VZW Service account information and VZW Service usage information (including CPNI), which includes, without limitation, information that relates to the quantity, technical configuration, type, destination, location, and amount of use of VZW Services a Subscriber has purchased from VZW) that Subagent may obtain

from any source in the course of performance of this Subagent Contract, including any Subscriber information of a confidential or proprietary nature received by Subagent, directly or indirectly, from Agent, Manager or VZW, or acquired or developed pursuant to the provision of VZW Service and VZW Equipment to Subscribers. "Non-public information" does not include the Subscriber's name, address and landline telephone number and other telephone numbers, provided that such other telephone numbers are not VZW Numbers.

Swatter Program means any program that uses non-Agent, non-Delegate or non-Manager personnel whose sales efforts are dedicated to the sale and/or support of any Carrier, Reseller and/or Brand.

Telemarketing means the initiation of a telephone call or message to any current, former or prospective Subscriber that includes as its sole or partial purpose the encouragement of the purchase of VZW Service or VZW Equipment.

Term has the meaning set forth in Section [] of this Subagent Contract.

Terminal(s) means computers, desktops, workstations, tablets, servers or point of sale terminals used by Subagent at the Locations.

Transactions mean a set of transactions, as defined and provided by VZW to Manager, that is limited to requests by Subagent using the POS Application, at a Location, to Activate one (1) unit of VZW Equipment for Prepay Service with either a VZW Number or a Number requested to be "ported in by a potential Subscriber".

Usage means home area billable VZW Facilities usage charges above and beyond the Subscriber's monthly recurring plan and Optional Services charges (excluding third party products, services or payment/billing arrangements, Accessories, VZW Equipment, roaming, cellular regional calling, landline, long distance and toll charges, taxes, surcharges, assessments and charges outside the specific plan's home area) for those Subscribers Activated on VZW Services by Subagent in the Area.

VZW means Verizon Wireless.

VZW Agent means any Entity that VZW has authorized to directly or indirectly Sell VZW Service on VZW's behalf.

VZW Contract means the agreement between Manager and VZW authorizing Manager to authorize Agents and Subagents to Sell Prepay Services and PIBs.

VZW Equipment means Equipment used in conjunction with or in order to utilize VZW Service (including a PIB) that complies with all applicable laws and regulations and is approved for use with VZW Service.

VZW Manager means any Entity that VZW has authorized to authorize other Entities to Sell VZW Service on VZW's behalf.

VZW Service(s) means the Service Sold by VZW in the Area.

Website or Web Site means a point of presence maintained on the Internet or on any other public or private data network. With respect to any Website maintained on the World Wide Web or any successor public data network, the Website includes all HTML pages (or similar unit of information presented in any relevant data protocol) that either: (a) are identified by the same second-level domain or by the same equivalent level identifier in any relevant address scheme, or (b) contain branding, graphics, navigation or other characteristics such that a user reasonably would conclude that the pages are part of an integrated information or service offering.

4.2 Provisions concerning Subagent's limited authority with respect to VZW Services.

4.2.1 Subject to and in accordance with all the terms and conditions of this Contract, Agent authorizes Subagent to Sell Prepay Service and PIBs at the Locations. Subagent shall Sell the Prepay Service and PIBs in all Subagent stores that are approved by VZW as Locations. VZW shall have the right in its sole discretion to delete Locations

and shall notify Manager of such deletion. Manager may, at any time, at Manager's sole discretion, delete any Location upon providing written notice to VZW. Manager shall notify Agent and Agent shall notify Subagent of any such deletion. Subagent shall not Sell the Prepay Service and PIBs in Subagent stores that are not approved by VZW as Locations. This Subagent Contract does not authorize Subagent to obtain Cards or PINs for replenishment of Prepay Service accounts directly from VZW. Subagent may contract with any VZW-authorized distributor to obtain Cards or PINs or access to such distributor's prepay processing system, on whatever terms Subagent negotiates with such distributor.

4.2.1.1 Subagent shall Sell Prepay Services and PIBs in compliance with all federal, state and local laws, the VZW Compliance and Clear Disclosure Guidelines attached as Exhibit C to this Subagent Contract and all VZW processes and procedures. Subagent shall comply with all requirements to maintain in full force and effect all licenses, approvals, certifications, and permits (collectively, "**Permits**") required of Subagent for its performance of this Subagent Contract, copies of which Permits shall be provided by Subagent upon reasonable request by Agent. This Subagent Contract shall at all times be subject to changes or modifications to comply with the requirements of any necessary approvals of local, state or federal regulatory agencies or courts having jurisdiction over the provision of Service in the Area. Subagent shall take no action inconsistent with any efforts by VZW before regulatory authorities or others regarding Service-related regulatory issues.

4.2.1.2 Subagent, at its expense, shall train, or shall allow for VZW, Manager or Agent to train, its Sales Representatives on applicable VZW procedures, as Manager communicates to Agent from time to time. Subagent shall successfully complete training certification on new Prepay Services and PIBs prior to Selling such Prepay Services and PIBs. Subagent shall maintain records of the above training completed by its Sales Representatives and shall provide Agent with written confirmation of its ongoing compliance with this Section.

4.2.1.3 Subagent shall utilize the POS Application in accordance with the terms and conditions of this Subagent Contract, including, without limitation, Exhibits [*POS API Policy*] and [POS System Solicitation/Activation Procedures], in order to perform Transactions at the Locations.

4.2.2 Subagent shall not directly or indirectly (a) intentionally disadvantage VZW in regard to the motivation of Sales Representatives (by means of compensation, contests, Sales Representative events, or otherwise) to Sell PIBs as compared to the Equipment or Service of a Carrier or Reseller, (b) offer or permit any Swatter Program or similar program that could place VZW at a competitive disadvantage in any Location, or (c) dedicate any of its personnel in a Location to activities related to any Carrier or Reseller.

4.2.3 Subagent shall provide VZW with merchandising opportunities that meet the requirements of this Section and shall display and make the PIBs available for Sale in each Location in accordance with such requirements. In each Location, Subagent shall not materially disadvantage the Prepay Service or the PIBs. Subagent shall provide VZW with:

- (a) marketing and promotional opportunities for the Sale of the PIBs in each Location, which shall be at least equal to the marketing and promotional opportunities for the Sale of Equipment and/or Service on a prepaid basis of the most prominent Carrier, Reseller or Brand; and
- (b) adequate Space and display fixtures dedicated for Equipment display for the promotion and sale of the PIBs that permits multiple SKUs of PIBs to be displayed contiguously, on the Prepay Fixture, which Space shall be at least equal to the Equipment display Space in terms of square footage, number of SKUs of Equipment, and number of facings of Equipment provided to the most prominent Carrier, Reseller, or Brand offering Equipment and Service on a prepaid basis.

4.2.3.1 Subagent shall only use advertising and promotional materials that: (a) are provided by VZW, or (b) Subagent has submitted to Agent or Manager for written approval by VZW or its designee in accordance with Section 4.2.9.2 of this Subagent Contract.

4.2.3.2 Inventory. Subagent shall have, on a daily basis, at each Location (a) on-hand inventory of a minimum of two (2) PIBs per SKU or the number of PIBs per SKU equal to or greater than the prior six (6) weeks of sales, for

such SKU for that Location, and (b) each Prepay Fixture for the PIBs and the Prepay Service is fully stocked with PIBs.

4.2.4 During the term, and any extended term, of this Subagent Contract, and for a period of one (1) year after the termination of this Subagent Contract for any reason, neither Subagent, nor any of its Affiliates, employees, or agents shall directly or indirectly:

4.2.4.1 intentionally omitted;

4.2.4.2 induce or influence any Subscriber to, or suggest that any Subscriber, terminate VZW Services and purchase Services from or contract with any Carrier, Reseller or Brand or any of their respective Affiliates or any agent or other representative of any Carrier or Reseller or any of their respective Affiliates; provided, however that the foregoing shall not be interpreted to prevent or prohibit Subagent from mass marketing initiatives to the general public or its customer base, provided further that such initiatives comply with the terms of this Subagent Contract and Subagent does not specifically target Subscribers;

4.2.4.3 share Compensation with any VZW Agent, any VZW Manager or with any VZW Reseller, Carrier or Reseller or with any of their respective Affiliates or with any agent or other representative of any VZW Agent, any VZW Manager or any VZW Reseller, Carrier or Reseller or any of their respective Affiliates; notwithstanding the foregoing, any payments by Subagent to any of its Delegates shall not be a violation of this Section 4.2.4.3; or

4.2.4.4 solicit or enter into any agreement with any VZW Agent, any VZW Manager or with any VZW Reseller, Carrier or Reseller or with any of their respective Affiliates or any agent or other representative of any VZW Agent, any VZW Manager or any VZW Reseller, Carrier or Reseller or any of their respective Affiliates that interferes with or alters VZW's relationship with Subagent, any other VZW Agent, any VZW Manager or any VZW Reseller.

4.2.5 Subagent shall inform Subscribers that VZW's obligations to Subscribers are only those set forth in the agreement for VZW Service between VZW and the Subscriber. Subagent shall not represent or promise that Subscribers or potential Subscribers shall be charged for VZW Service at any rate other than those established by VZW for which Subscriber is eligible in VZW's sole discretion. Subagent shall not impose any type of fees for VZW Service on a Subscriber (including, but not limited to, unauthorized deposits on credit cards, Activation fees, early disconnect, chargeback, or similar fees), via separate contract or otherwise, other than those provided for by VZW as part of the Activation or business processes and procedures as communicated to Subagent in writing. Subagent shall not enter into any separate agreement concerning the Prepay Service with a customer who purchases a PIB.

4.2.6 Subagent understands, acknowledges and agrees that Subscribers are customers of VZW, and Subagent does not have and shall not acquire any property interest or exclusive rights in Subscribers that Activate VZW Service through Subagent. Subscriber Information shall be considered VZW Confidential Information and Subagent shall keep all Subscriber Information confidential and shall not disclose it to any third party or use it for its own benefit, or for the benefit of any third party, at any time during or after the Term.

4.2.7 Subagent shall not, without VZW's prior written consent, disclose to any Entity, or use for its own benefit or for the benefit of any Entity, any Confidential Information provided to Subagent by VZW, whether directly or indirectly through Agent, Manager or otherwise obtained during the course of its performance under this Subagent Contract. Subagent shall dispose of any such Confidential Information, including, but not limited to, Subscriber Information, that Subagent is no longer obligated to retain under this Subagent Contract in an appropriate manner, consistent with the method Subagent uses for the disposal of its own proprietary/confidential information it no longer requires, but in no event shall Subagent use less than a reasonable duty of care. Upon request, Subagent shall provide Agent with an officer certification that such material was destroyed in accordance with this Section.

4.2.8 Subagent shall not Sell and/or Activate any VZW Service and/or any VZW Equipment to any Government Entity.

4.2.9 Agent grants Subagent a limited nonexclusive sublicense to use the Licensed Marks in connection with the Sale of the PIBs and of the Prepay Service in accordance with and pursuant to the terms and conditions of this Subagent Contract, subject to the terms and conditions specified in Exhibit [*Licensed Marks*] and any other VZW requirements provided to Subagent by Agent and provided there is no breach by Subagent, and subject to the following terms:

4.2.9.1 Subagent shall conform to the highest ethical standards for advertising and will comply with all VZW standards for advertising, (including, but not limited to, those standards set forth in Exhibit []) in all advertising, promotional or other material used by Subagent to solicit Subscribers or potential Subscribers or distributed by Subagent to Subscribers or potential Subscribers.

4.2.9.2 All advertising, promotional material, signage and other Subscriber/potential Subscriber-facing materials relating to VZW, the Prepay Service, the Licensed Marks, or any language from which any of the Marks may be inferred or implied, and/or the PIBs shall be submitted to Manager who shall obtain VZW's written approval before publication, dissemination or, in the case of signage, before construction.

4.2.9.3 Subagent shall not conduct any national mass marketing advertising campaigns (i.e., television or radio advertisements) that mention or refer to the Prepay Service or the PIBs or use language or images (such as but not limited to, Equipment with a visible Mark or Equipment that is exclusive to VZW) from which a connection to the Prepay Service or the PIBs is implied, unless prior written approval is received from VZW.

4.2.9.4 Subagent shall use the Service Forms prepared or distributed by VZW and shall display in each Location those Service Forms that are Subscriber/potential Subscriber-facing.

4.2.9.5 Subagent shall comply with all VZW procedures and practices for the solicitation of, presentations to, and Activation of Subscribers or potential Subscribers and the retention of related records, all of which are subject to change upon written notice.

4.2.10 VZW is not a party to this Subagent Contract or any contract between Subagent and Agent and/or Manager and VZW shall have no obligations (including, without limitation, any Compensation or other payment obligations) or liabilities to Subagent, Agent or Manager under any such contracts or otherwise. Agent acknowledges and agrees that it is not intended to be, and shall not be deemed, a third-party beneficiary of the VZW Contract.

4.2.11 Any controversy or claim that may arise between Subagent and Agent that relates to this Subagent Contract shall be resolved first by informal good faith negotiations and if unsuccessful, then it shall be escalated to the parties' respective senior management; if still unsuccessful, the parties will attempt to settle the dispute by mediation. Unless otherwise required under the law, neither party will commence binding arbitration, institute legal proceedings, or issue a notice of default with respect to any dispute unless mediation fails to produce a mutually satisfactory resolution of the dispute within a reasonable time after commencement of the mediation.

4.2.12 Mandatory Arbitration. Should a dispute arise out of or relating to Sections 4.1 and/or 4.2 of this Subagent Contract, the VZW Service, the PIBs and/or anything else related to or in connection with VZW, Subagent and Agent shall comply with the terms and conditions set forth in Section 4.2.11 above. Thereafter, Subagent and Agent agree to arbitrate any dispute arising out of or relating to this Subagent Contract. The Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern the interpretation and enforcement of this provision. The arbitration shall be held in New York, NY pursuant to the Wireless Industry Arbitration rules in effect at the time of the dispute, as modified by this Subagent Contract, and administered by the American Arbitration Association. No arbitration between the parties may proceed on a class basis or be consolidated with any other arbitration. If the prohibition on class arbitrations set forth above is deemed unenforceable, then neither Subagent nor Agent shall be required to arbitrate. Any award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award and shall be binding upon the parties with no right of appeal. If for any reason the provisions of this Subagent Contract requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted, each of Subagent and Agent waive any right it may have to trial by jury. Notwithstanding the above, Subagent and Agent may seek preliminary and other injunctive or equitable relief in court at any time and from time to time in accordance with the terms and conditions of Section 4.2.12.2.

4.2.12.1 Governing Law; Venue. Subject to Section 4.2.12 above, the interpretation and enforcement of this Subagent Contract and all matters arising out of or relating to it shall be governed by the laws of New York without regard to its conflict of laws provisions. In the event of any litigation, action or judicial proceeding in accordance with the terms and conditions of Section 4.2.12 above, the parties agree that the courts of the State of New York and the United States District Court for the Southern District, in each case sitting in New York County, and any appellate courts from any thereof shall have exclusive jurisdiction to enforce the terms of this Subagent Contract and to decide any claims or disputes which may arise or result from, or be connected with, this Subagent Contract, any breach or default hereunder, or the transactions contemplated by this Subagent Contract. The parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of such courts the resolution of any such claim or dispute.

4.2.12.2 Injunctive Relief. Each party acknowledges and agrees that any material, non-monetary breach of this Subagent Contract by either party, including without limitation, Subagent's breach of Exhibit [*Licensed Marks*], shall constitute immediate and irreparable injury to the non-breaching party not compensable in money damages and shall warrant the other party to seek preliminary and other injunctive or equitable relief against the breaching party.

4.2.13 Agent shall not be liable to Subagent for any consequential, incidental, indirect, punitive, special, treble or enhanced damages, including but not limited to lost profits, lost business, diminution in value of business, or other commercial or economic loss, whether such damages are claimed for breach of contract, negligence or otherwise, and whether or not Subagent has been advised of the possibility of such damages, unless applicable law forbids a waiver of any such damages. This limitation of liability applicable to Agent also shall apply to, and be for the benefit of, VZW as an intended third-party beneficiary of this Subagent Contract in the event a dispute may arise between Agent and Subagent that involves any dispute with or claim against VZW.

4.2.14 Unauthorized Transmissions. Subagent shall not transmit to a VZW Number any unsolicited or unauthorized commercial material, including, but not limited to, advertising, promotional materials, "junk mail," "SPAM," chain letters, pyramid schemes, or other undesirable material.

4.2.15 No service performed by Subagent pursuant to this Subagent Contract shall be provided, directed, controlled, supervised, or managed, and no Subscriber Information or potential Subscriber information relating to any such service shall be stored, accessed or transmitted, at, in, or through a site located outside of the United States without the advance written consent of VZW. Subagent further represents, warrants and covenants that it will not use, access or allow the use or access, outside of the United States of any user identifications and passwords assigned to it for access to the Subscriber Information.

4.2.16 Subagent shall not authorize any Entity (including, but not limited to, any agent, subagent, contractor, subcontractor or vendor) to directly or indirectly Sell VZW Service and/or PIBs on behalf of VZW, or exercise any portion of Subagent's rights or perform any portion of Subagent's obligations pursuant to this Subagent Contract, or otherwise assign or delegate to any Entity any rights or obligations that Subagent has under this Subagent Contract, including any Affiliate of Subagent, in each case without the prior written approval of VZW, which can be modified or revoked at any time..

4.2.16.1 Notwithstanding anything in any agreement with a Delegate or anywhere else, Subagent shall be and remain responsible for all acts and omissions of any Delegate and/or any other Entity which Subagent has authorized to Sell Prepay Service and/or PIBs and/or to which Subagent has assigned any of its rights and/or delegated any of its obligations under this Subagent Contract.

4.2.17 Internet Sales, Telemarketing, E-mail Solicitations.

4.2.17.1 Without limiting the generality of the foregoing, Subagent shall not solicit, consummate, or process any sale of VZW Equipment or Activation of VZW Service through (a) any e-commerce functionality, including, but not limited to, a Website operated directly or indirectly by Subagent, or (b) Telemarketing. Subagent may (a) post on a Website maintained by or for Subagent only the following information: that Subagent is authorized to sell Prepay Service and PIBs, the address(es), phone numbers and hours of operation of the Location(s) and the VZW

approved logo identifying Subagent as authorized to sell Prepay Service and (b) advertise PIBs and the Prepay Service on the Subagent Website subject to Sections 4.2.9.1, 4.2.9.2, 4.2.9.3.

4.2.17.2 Subagent shall not distribute e-mail campaigns, advertising and solicitations (collectively “**E-mail Solicitations**”) that offer the Prepay Service or PIBs without the prior written consent of VZW. With respect to any E-mail Solicitation offering Prepay Service or PIBs that is so approved, Subagent shall be identified as the sender of the E-mail Solicitation; the body of any such E-Mail Solicitation shall be designed in a manner that gives the impression that the E-Mail Solicitation is being made by Subagent and the E-mail Solicitation shall only be sent to recipients that have explicitly consented to receive emails from Subagent that contain offers of third parties.

4.2.18 Subagent understands, acknowledges and agrees that VZW shall have the right, in its sole discretion, to approve, reject or rescind its approval of Subagent and to revoke the authority of Subagent to Sell Prepay Service and PIBs in any portion or all of the Area immediately upon written notice to Manager.

4.2.19 Subagent represents and warrants that:

4.2.19.1 the execution, delivery and/or performance of this Subagent Contract will not conflict with or result in any breach of any provision of the charter or by-laws of Subagent or any agreement, contract, or legally binding commitment or arrangement to which Subagent is a party;

4.2.19.2 Subagent is not subject to any limitation or restriction (including, without limitation, noncompetition/exclusivity, and confidentiality arrangements) which would prohibit, restrict or impede the performance of any of Subagent’s obligations under this Subagent Contract; and

4.2.19.3 neither Subagent nor its Affiliates is contractually prohibited, under an expired/terminated contract, from promoting VZW Service or representing VZW.

4.2.20 Subagent acknowledges that it has not received or relied upon, any guaranty, express or implied, as to the amount of Compensation or other revenue that it may earn as a result of this Subagent Contract. There are no oral or written understandings or agreements between VZW and Subagent relating to the subject matter of this Subagent Contract. Subagent represents and warrants that:

4.2.20.1 there have been negotiations between Subagent and Agent regarding this Subagent Contract. Subagent has read this Subagent Contract, and all exhibits, and understands and accepts the terms and conditions as reasonably necessary to maintain VZW’s high standards for service. Subagent decided whether to retain an attorney for advice regarding this Subagent Contract and is not relying upon any representation made by Agent, Manager or VZW regarding the meaning or effect of any of the terms of this Subagent Contract;

4.2.20.2 Subagent has independently investigated the Service business, the VZW Service and/or VZW Equipment sales business and the profitability (if any) and risks thereof and is not relying on any representation, guarantee, or statement of Agent, Manager or VZW;

4.2.20.3 In particular, Subagent acknowledges that VZW has made no representations of any kind to Subagent, either directly or indirectly, verbally or non-verbally, including, but not limited to, representations regarding: (a) Subagent’s prospects or chances for success under this Subagent Contract; (b) the total investment that Subagent may need to make to operate under this Subagent Contract (VZW does not know the amount of the total investment that may be required for this purpose) or that Subagent will derive a particular amount of revenue, income or net or gross profit from its operations under this Subagent Contract; (c) Subagent obtaining any exclusive rights under this Subagent Contract with respect to territory or that VZW will limit its efforts to sell VZW Service or limit VZW Agents or VZW Managers in the Area; (d) the size (other than the geographic area), potential, or demographic nature of the market in which the VZW Service is available or the number of VZW Agents or VZW Managers that are, or may in the future operate, in the Area; (e) provision by VZW of a sales or marketing program, training or management assistance that will enable Subagent to derive income under this Subagent Contract; (f) provision by VZW of sales locations or assistance to Subagent in finding sales locations; (g) the quantity or quality of the VZW Service to be Activated by Subagent other than as stated in this Subagent Contract; (h) VZW purchasing any

products made by Subagent; or (i) termination, transfer or renewal of this Subagent Contract. Subagent covenants not to assert at any time, now or in the future, claims against VZW based on, or in any way related to, allegations that Subagent relied to its detriment on any statement, representation, act or failure to act by VZW concerning any of the subjects listed in this Section 4.2.20.3 or concerning any matter whatsoever.

4.2.21 VZW reserves the right to Sell the VZW Services in the Area and elsewhere through the Direct Distribution Channel, including through the Direct Stores (which it may locate anywhere within the Area, including in close proximity to the Locations) or VZW Agents, VZW Managers, VZW Resellers, or otherwise on any terms it chooses.

4.2.22 PCI Compliance. In the event Subagent through itself or through a processor or subagent stores, processes, handles or transmits Cardholder Data the terms of Exhibit [*PCI Compliance*] shall apply.

4.2.23 Subagent shall (i) restrict and monitor access to Subscriber Information or potential Subscriber information via the Terminals and the POS Application to a limited set of individuals via a systematic and secure role and individual based authentication mechanism (e.g. LDAP), and (ii) comply with all applicable federal, state or local laws, orders, rules, regulations or ordinances, relating to such restriction and monitoring, including, but not limited to, Title 201 of the Code of Massachusetts Regulations, Sections 17.01 through 17.05.

4.2.24 Radio Frequency (RF) Enhancer/Interference. Subagent shall not Sell, install, deploy, or use any IBE or similar equipment to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal for use with the VZW Service, unless such IBE or similar equipment is approved by VZW for Sale to the general public at the Direct Stores, or Sell, install, deploy, or use any IBE or similar equipment that interferes, permits or causes interference with the VZW Facilities or VZW Service.

4.2.25 Taxes. When Subagent Sells a PIB to a Subscriber/potential Subscriber, Subagent shall collect from the Subscriber/potential Subscriber any sales or other tax that is required by law to be collected from the Subscriber/potential Subscriber at the point of sale. If Prepay Service is included with the Sale of the PIB (either bundled with the PIB or free with the purchase of the PIB), then Subagent shall also collect any sales or other tax, including, for purposes of illustration, a 911 charge, that is required by law to be collected from the Subscriber/potential Subscriber at the point of sale with respect to the Prepay Service. All taxes collected from Subscribers shall be timely remitted by Subagent to the applicable tax authorities. VZW will not accept POs for the purchase of PIBs unless Subagent has provided Agent (who has provided VZW) with a valid tax exemption certificate for any state in which taxes may apply to VZW's sale of PIBs to Subagent.

4.2.26 Disclaimers. Subagent acknowledges that neither VZW nor Manager nor Agent is the OEM of the PIBs. Subagent also agrees that neither VZW nor Manager nor Agent has made or makes any representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition or quality concerning any of the PIBs. The PIB package contains the OEM's consumer warranty for the PIB.

4.2.27 Subagent shall only Sell PIBs to Subscribers and potential Subscribers for Activation on the Prepay Service and shall not knowingly Sell PIBs to known or suspected dealers, agents or retailers.

4.2.28 Subagent shall purchase PIBs only directly from Manager, Agent, OEMs, or VZW authorized distributors. VZW has the right to allocate PIBs among itself, Manager, other VZW Managers, Subagent, Agent, other VZW Agents, and others in its sole discretion.

4.2.28.1 All PIB transactions made by or on behalf of Subagent shall not be as agent for, or for the account of, VZW. VZW shall have no responsibility to Agent, Subagent, Subscribers or potential Subscribers with respect to the sale, lease, warranty service, and maintenance, if any, of the PIBs.

4.2.28.2 VZW SHALL HAVE NO CONTROL OVER SUBAGENT'S RETAIL SALES PRICES, ADVERTISED PRICES AND ANY OTHER CHARGES AND FEES.

4.2.28.3 Minimum Equipment Standards. Subagent shall only Activate PIBs that comply with Exhibit [*Equipment Standards*]. In the event Subagent Sells any PIBs that are used, reconditioned or refurbished, Subagent shall disclose in writing the used, reconditioned or refurbished nature of such PIBs. Only PIBs may be Activated.

4.2.29 Subagent shall maintain full, complete and accurate records of its business related to Subagent's performance under this Subagent Contract, and shall preserve such records for three (3) years from the date of preparation (except for any agreements, which Subagent shall preserve for three (3) years from the date of their termination or expiration). Such records shall be available for inspection and copying by Agent during Subagent's normal business hours. Subagent shall dispose of any Subagent business records that contain VZW's Confidential Information in accordance with Section 4.2.7 of this Subagent Contract.

4.2.30 Subagent shall provide to Agent such documents, materials and other information as required by Agent in connection with the Contract.

4.2.31 Insurance. Subagent shall maintain during the Term, at Subagent's sole expense, insurance as specified in Exhibit [*Insurance*].

4.2.32 Upon the revocation, termination or expiration of Subagent's authority to Sell PIBs and/or Prepay Service, and notwithstanding anything else in this Subagent Contract or otherwise, Subagent shall:

4.2.32.1 refrain from advertising, directly or indirectly, that it was formerly in any way involved in a business transaction/dealing/relationship in connection with VZW; and

4.2.32.2 cease to use the Licensed Marks and any VZW Numbers provided to Subagent as part of a demonstration service; such VZW Numbers are the property of VZW and the right to use them shall revert to VZW at the end of such revocation, termination or expiration.

4.2.33 Immediately upon the revocation, termination or expiration of Subagent's authority to Sell PIBs and/or Prepay Service, and notwithstanding anything else in this Contract or otherwise, all Subagents' authority to Sell Prepay Service and PIBs and use the Licensed Marks shall automatically terminate and be revoked.

4.2.34 The exhibits to this Subagent Contract reflect VZW's business practices and procedures with respect to VZW Agents and VZW Managers generally and are subject to change from time to time at the discretion of VZW.

4.2.35 Subagent shall comply with the terms and conditions of Exhibit [*Security*], which Agent shall provide to Subagent.

5. While having the rights of an intended third-party beneficiary to the extent set forth in this Exhibit, VZW shall not be, and shall not be considered, a party to any contract or contracts or other agreement(s) between Manager and any Agents and/or Subagents and VZW shall have no obligations (including, without limitation, any compensation or other payment obligations) or liabilities to Manager, any Agent, Subagent and/or any other Entity under, or in connection with, any such contract(s), agreement(s) or otherwise. Agent acknowledges and agrees that no Agent or Subagent is intended to be, and shall not be deemed, a third-party beneficiary of the VZW Contract.

Exhibit []

PCI COMPLIANCE

For purposes of the Subagent Contract, “Cardholder Data” shall have the same meaning as it is defined in the then current version of the Payment Card Industry Data Security Standard (“PCI DSS”), as amended from time to time.

A. Subagent shall comply with the PCI DSS while Subagent is in possession of Cardholder Data received or accessed pursuant to this Subagent Contract.

B. Subagent shall only use Cardholder Data for authorizing or settling a credit or debit transaction, or for investigating and controlling fraud related thereto. Subagent shall not store, process or transmit Cardholder Data in a manner that violates the PCI DSS, or that would undermine or compromise VZW’s compliance with the PCI DSS.

C. Subagent shall maintain appropriate business continuity procedures and systems to provide for the security of Cardholder Data in the event of a disruption, disaster or failure of VZW’s primary data systems.

D. Subagent and its successors and assigns shall comply with the requirements of this Exhibit after termination or expiration of this Subagent Contract so long as Subagent is still in possession of Cardholder Data.

E. Subagent shall immediately notify Agent, Agent shall immediately notify Manager and Manager shall immediately notify VZW should any change in Subagent’s computer network or infrastructure affect its PCI DSS compliance status.

F. Agent shall provide to Agent, Agent shall provide to Manager and Manager shall provide to VZW with a certified copy of Subagent’s PCI DSS compliance within ten (10) business days of such request, but not more than once per calendar year.

Exhibit []

LICENSED MARKS & POLICY

Chart 1 – Licensed Marks



The capitalized terms used in this Exhibit shall have the meanings set forth in the Glossary.

1. Subagent recognizes the great value of the goodwill associated with the Licensed Marks, and it acknowledges that the Licensed Marks, and all rights therein and goodwill pertaining thereto, belong exclusively to VZW or its Affiliates and that the Licensed Marks have acquired distinctiveness in the minds of the public. Subagent acknowledges and agrees that all usage of the Licensed Marks, and any goodwill established thereby, shall inure to the owner of Licensed Marks and that this Subagent Contract does not confer any goodwill or other rights, titles or interests in the Licensed Marks to Subagent.

1.1 Subagent acknowledges that the Licensed Marks and the applications, registrations and common law rights thereof are subsisting, valid and enforceable in law and equity, and Subagent agrees not to contest, challenge or question the ownership of the Licensed Marks or the registration thereof, nor assist others in doing so.

1.2 Subagent acknowledges that any unauthorized use of the Licensed Marks, and any use thereof in violation of this Subagent Contract, shall constitute an infringement of such Licensed Marks.

2. Supervision.

2.1 For the purpose of protecting and maintaining the standards of quality established by VZW for VZW Equipment and the VZW Services marketed under the Licensed Marks, VZW and its designees shall have the right to supervise the marketing of VZW Equipment and the VZW Services by Subagent, to inspect and test the VZW Equipment offered for sale by Subagent, and to inspect Subagent's premises at all reasonable times.

2.2 All labels, packaging, designs, stationery, promotional materials, and advertising of every kind using any of the Licensed Marks shall be developed by Subagent in consultation with VZW, and shall not be publicly disseminated without VZW's prior written approval; provided that all communications between Subagent and VZW regarding such development and approval shall be through Agent and Manager.

2.3 If VZW at any time finds the VZW Equipment or VZW Services marketed by Subagent under the Licensed Marks to be deficient in quality or marketed in a misleading or deceptive manner or otherwise in violation of this Subagent Contract or of any laws, then VZW may notify Subagent, Agent and/or Manager in writing of such deficiency, and if Subagent fails to correct or eliminate such deficiency within thirty (30) days after receipt of such notice, VZW may at its election revoke Subagent's authority to be a Subagent and to Sell VZW Service and VZW Equipment.

3. Sub-Licenses. Subagent shall not directly or indirectly license or attempt to license, whether orally or in writing, any Entity to use any of the Licensed Marks unless expressly authorized in writing by VZW.

4. Disclaimer of Assignment. Subagent acknowledges that it shall not acquire any right, title, or interest in the Licensed Marks, or in the registration or applications thereof, except only the right to use the Licensed Marks in the Locations during the Term in connection with the Sale of PIBs and Prepay Service in accordance with and pursuant to the terms and conditions of this Subagent Contract. Nothing contained in this Subagent Contract shall be construed to grant or assign to Subagent any additional right, title, or interest in the Licensed Marks, or in the registrations thereof, except such limited right to use the Licensed Marks.

5. Restrictions on Use of Licensed Marks.

5.1 Subagent shall not use any of the Licensed Marks unless modified with such words identifying Subagent's agency relationship with VZW as VZW may approve in writing. All communications between Subagent and VZW regarding such approval shall be through Agent and Manager.

5.2 Subagent shall not use any Licensed Mark or any mark or term confusingly similar thereto as part of any corporate, trade or business name.

5.3 Subagent shall not use any Licensed Mark except as set forth in policies provided by VZW.

5.4 Subagent shall not register or otherwise use the Licensed Marks or any portion of the Licensed Marks as part of any Internet domain name, social media account name, mobile app name or telephone number.

5.5 Subagent shall not use the Licensed Marks in connection with the packaging or sale of any Accessories, unless purchased directly from VZW or its authorized distributor(s), the sale or lease of any unauthorized Equipment, or in any other manner not expressly authorized by this Subagent Contract or separately in writing by VZW, or in any manner that is likely to confuse or mislead.

6. Modification or Discontinuation of Licensed Marks. In the event that VZW decides in its sole discretion to modify or discontinue the use of any of the Licensed Marks, or to substitute one or more Marks in place of any of the Licensed Marks, Subagent agrees that within thirty (30) days after receipt of written notice from VZW, Agent or Manager it shall:

6.1 Refrain from using the unmodified or discontinued Licensed Marks; and

6.2 Destroy or return to VZW all designs, stationery, promotional materials, and advertising of every kind using any of the unmodified or discontinued Licensed Marks; and

6.3 Commence using the modified or substituted Licensed Marks in accordance with this Subagent Contract as if such Marks had been identified herein as the original Licensed Marks.

7. Infringement. In the event that Subagent becomes aware of any unauthorized use of the Licensed Marks, or of any uses of confusingly or substantially similar trademarks, service marks, domain names, social media account names or trade names (each, an "**Unauthorized Use**"), Subagent shall promptly provide Agent with written notice thereof. VZW and its Affiliates shall have the right, but not the obligation, to challenge and attempt to eliminate each Unauthorized Use. Subagent, at VZW's or its Affiliates' expense, shall reasonably cooperate with VZW or its Affiliates in investigating, prosecuting and settling any infringement action instituted by VZW or its Affiliates against any person or entity engaging in an Unauthorized Use. Any recovery obtained in connection with or as a result of any infringement action contemplated under this section, whether by settlement or otherwise, shall be retained by VZW and its Affiliates.

Exhibit []

VZW EQUIPMENT STANDARDS

This Exhibit sets forth the VZW requirements for PIBs Activated on the VZW Facilities.

1. DEFINITIONS.

- The capitalized terms used, but not defined in this Exhibit, shall have the meanings set forth in the Subagent Contract.
- **Authenticatable** means Equipment that meets published CTIA guidelines for random A-Key authentication as such standards may be amended from time to time.
- **CTIA** means the Cellular Telecommunications and Internet Association.

2. MINIMUM EQUIPMENT STANDARDS.

All PIBs Activated by Subagent shall comply with the following requirements, which are subject to change upon written notice:

2.1 The PIBs must be CDMA, have a Type Acceptance Certificate from the FCC, pursuant to Part 22 of the Title 47 of the United States Code of Federal Regulations, be CTIA certified, comply with all CTIA guidelines for RF emissions and specific absorption rate (“SAR”) level disclosure, be equipped with a universal built in speaker, and be compatible with headset or earbud use.

2.2 All PIBs shall be E-911 Compliant.

2.3 All PIBs shall be Authenticatable.

2.4 All PIBs (by make and model) shall be Certified.

2.5 All PIBs shall be programmed with VZW's then current PRL.

2.6 For all PIBs Subagent purchases from any Entity other than VZW that is intended for Activation on VZW Facilities in accordance with this Subagent Contract, Subagent shall require the OEM (or VZW-authorized distributor) to deliver and make available to VZW, via an EDI transmission, the model number, firmware version, A-Keys, SKUs and the associated Equipment IDs of all such PIBs, thirty (30) days prior to offering the PIBs for sale and Activation/Upgrade.

2.7 Used, Reconditioned, Refurbished Equipment. In addition to the requirements in Section 4.2.28.3 of the Subagent Contract, prior to the sale of used, reconditioned, and refurbished Equipment, Subagent shall restore the PIBs to the original factory settings and delete all information stored on the PIBs by previous users, such as contact information, call history (calls sent, received and missed), downloaded data, games and applications, calendar information and calendar alarms, timers, photographs, videos, text messages, music, and e-mails.

Exhibit []

Insurance

1. Subagent shall secure and maintain at its expense during the Term:

1.1 Commercial General Liability insurance including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors and personal and advertising injury with limits of at least \$2,000,000 combined single limit for each occurrence;

1.2 If vehicles will be used to fulfill the services contemplated by this agreement, Business Automobile Liability insurance with limits of at least \$2,000,000 combined single limit for each accident. Coverage shall include owned, non-owned, hired and leased vehicles. If Subagent does not have any owned or leased vehicles, then the Commercial General Liability policy must be endorsed to provide Hired & Non-Owned Auto Liability coverage; and

1.3 Workers' Compensation insurance as required by Statute, and Employer's Liability insurance with limits of not less than \$1,000,000 each accident/disease/policy limit. Subagent warrants that if it hires any independent contractors at any time during the Term, independent contractors will carry Workers Compensation and Employers Liability insurance, and Subagent shall indemnify VZW for any loss, cost, liability, expense or damage suffered by VZW as a result of any independent contractor's failure to maintain such insurance.

2. The Commercial General and, if applicable, Business Automobile Liability insurance policy shall include Manager, Verizon Communications Inc., and their respective Affiliates and subsidiaries and their respective directors, officers and employees as additional insureds.

3. All policies required by this Subagent Contract shall (i) contain waivers of subrogation in favor of Manager and VZW and their respective Affiliates (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Manager, VZW and/or their respective Affiliates (iii) shall be issued by companies that are licensed, authorized or permitted to conduct business in the State in which the work is to be performed and, (iv) must have an A.M. Best rating of A- VII or better.

4. Prior to commencement of work, Subagent shall provide Agent and Manager with certificate(s) of insurance that evidence the coverage required by this Subagent Contract. Manager shall receive from Agent or Subagent thirty (30) days prior written notice of intent to non-renew, cancel or adversely modify the policies required herein, except that ten (10) days' notice for nonpayment of premium shall apply. In the event any of the above policies are cancelled, Subagent shall immediately submit documentation to Agent and Manager verifying that the Subagent has obtained alternative insurance in conformance with this Subagent Contract.

Exhibit L

POS Policy

Subagent's use of the POS Application shall be subject to the terms and conditions set forth in this Exhibit.

1. DEFINITIONS. The capitalized terms used, but not defined, in this Exhibit, shall have the meanings set forth in the Subagent Contract (including, without limitation, Exhibit [*POS System Solicitation/Activation Procedures*]).

POS API is defined below in the definition of POS System.

POS API User means a Subagent employee authorized by VZW (at VZW's discretion and after request by Manager) to use the POS Application to submit Transactions through the POS API.

POS System means the VZW point of sale system that provides an application program interface ("**POS API**"), which allows the POS Application used by Subagent at the Locations to remotely transmit requests to, and receive responses from, such VZW system to perform Transactions.

Terminal(s) means computers, desktops, workstations, tablets, servers or point of sale terminals owned or operated by Subagent at the Locations.

Transactions mean a set of transactions, as defined and provided by VZW to Manager, that is limited to requests by Subagent using the POS Application at a Location, to Activate one (1) unit of VZW Equipment for Prepay Service with either a VZW Number or a Number requested to be "ported in by a potential Subscriber".

Unauthorized Code means any virus, Trojan horse, worm, or any other software routines or hardware components designed to permit unauthorized access to disable, erase, or otherwise harm software, hardware, or data or to perform any other such actions.

2. SUBAGENT'S RESPONSIBILITIES.

2.1 Scope of Use.

2.1.1 Subagent shall solely use the POS Application to perform Transactions to activate Prepay Service for Subscribers / potential Subscribers at the Locations.

2.1.1.1 The POS Application shall be used solely (i) by Subagent to perform Transactions related to the activation of Prepay Service for Subscribers / potential Subscribers at the Locations, and (ii) as the automated portal between Manager and Subagent solely for the submission from Subagent to Manager of Subscriber/potential Subscriber information in connection with the sale of Prepay Services to Subscribers / potential Subscribers by Subagent at the Locations. Transactions shall be performed only by Subagent using the POS Application. Subagent shall submit information required to activate Prepay Service to Manager only through the POS Application. Subagent shall not contact Manager in any way for Manager to perform any part of any Transaction (including, without limitation, by phone, email or otherwise) and all information in connection with a Transaction shall be submitted and performed by Subagent through the POS Application.

2.1.2 All information provided, directly or indirectly, by VZW or accessible, directly or indirectly, through any VZW system or any connectivity to VZW is VZW confidential information subject to Section 4.2.7 of this Subagent Contract.

2.1.3 Subagent shall not use its access to the POS Application or to any of Manager's systems to use or otherwise gain or attempt to gain access to (i) VZW's computing infrastructure, including, but not limited to, the POS APIs and/or the POS System, (ii) any computer network, Intranet, or any other computer based system or network whatsoever of VZW, or (iii) copy, read, or otherwise review information that may be available on the POS System or any other VZW systems, for which VZW has not given Subagent express permission to gain access to or to copy, read or otherwise review.

2.1.3.1 Subagent shall not utilize the POS API, or otherwise access the POS System or any other VZW system or the POS Application to retrieve or access information about a Subscriber.

2.1.3.2 POS API Users shall gather all the necessary information from the Subscriber/potential Subscriber and completely and accurately enter the information on the POS Application at the Locations.

2.1.3.4 Subagent shall not retain, store or save any information about a Subscriber or a potential Subscriber.

2.1.4 Subagent shall access and utilize the POS Application only from Locations in the United States. Subagent shall not transmit, process or store Transactions or allow the use of the POS Application and/or password(s) and/or Subscriber Information and/or potential Subscriber information from outside of the United States or from any site that is not a Location. Subagent shall not access or utilize the POS Application or transmit or store Transactions from any other location, including, but not limited to, a Delegate location, without VZW's prior written approval. Subagent shall not provide, direct, access, control, supervise or manage the performance of any of its obligations pursuant to the Subagent Contract, and no Subscriber Information or potential Subscriber information relating to any such performance shall be stored or transmitted, at, in, or through a site located outside of the United States without the advance written consent of VZW.

2.2 In no event shall Subagent contact VZW directly. Any outage or irregularity experienced by Subagent shall be reported by Subagent to Agent and Agent shall report it to Manager.

2.3 Security.

2.3.1 Subagent shall not introduce or allow any third parties using Subagent's systems to introduce Unauthorized Code into the POS System or any other VZW system or network. Subagent shall ensure that all its transmissions do not contain and/or will not contain any Unauthorized Code. Subagent shall continually monitor its systems for the presence of any Unauthorized Code. In the event Subagent detects the presence of any Unauthorized Code, it shall use its best efforts to: (i) notify Agent immediately and Agent shall notify Manager immediately, (ii) promptly remove the Unauthorized Code, and (iii) promptly remedy any condition caused by the Unauthorized Code.

2.3.2 Subagent shall not install computers (including, but not limited to, Terminals), networks or applications in such a way as to compromise the security of an existing network.

2.3.3 A Subagent computer (including, but not limited to, Terminals) connected to a network will not provide an unsecured pathway between one network and another.

2.3.4 Subagent networks will be designed and administered in such a way that the failure of any attached element will not leave the entire Subagent network exposed to unauthorized access.

2.3.5 Subagent shall put in place integrity controls to prevent unauthorized disclosure or modification of data during transit, storage or processing.

2.3.6 Subagent computers (including, but not limited to, Terminals) that can be used to originate requests that result in the use of the POS System or POS API shall have the most updated operating system security patches installed within such systems. When any new security vulnerability is announced, whether by VZW or any third party, that affects Subagent systems' operating system or application software, Subagent shall install the security patch or fix. VZW may notify Manager of certain patches or fixes and specify timeframes for implementation of such patches or fixes. In such cases, Subagent shall install such security patches or fixes within the timeframe specified by VZW.

2.3.7 Subagent shall secure all information about a Subscriber or potential Subscriber that is sent from the Terminals (and all applicable computing systems) to Manager, while in transit, by using a minimum of one hundred twenty-eight (128) bit SSL with server certificates on all systems used during the transit of the data from the Terminals at the Locations. Subagent shall use SSL/HTTPS when transmitting any Subscriber or potential Subscriber Information.

2.3.8 Terminals that can be used to originate requests that result in the use of the POS System or POS API shall not be accessible by any means from the public Internet or any third party systems.

2.3.9 To the extent that Subagent uses Wi-Fi to access or transmit VZW information, Subscriber Information or potential Subscriber information, including, but not limited to, to connect to printers or to access the POS Application at the Locations, Subagent shall comply with the following requirements with respect to all wireless access points as well as all mobile devices, ex. mobile phones or MiFi devices that are used as access points:

2.3.9.1 Subagent shall use Wi-Fi encryption equivalent to WPA2 or greater. Subagent shall not use WPA1 and WEP (or their equivalents) at any time.

2.3.9.2 Subagent shall set-up, configure and monitor its Wi-Fi capabilities to ensure that the default SSID is not used, i.e., it must be changed.

2.3.9.3 Subagent shall set-up, configure and monitor its Wi-Fi capabilities to ensure that the default router Admin console access key (regardless if the default value is blank or not) is not used, i.e., it must be changed. The Admin console access key is the unique password used to access administrative capabilities available on wireless routers, including, but not limited to, setting access rights and changing the password required to use such wireless router or device.

2.3.9.4 Subagent shall not disable the ability for the wireless router or device to require an Admin console access key or a password prior to granting access to administrative capabilities via the Admin console or wireless access, respectively.

2.3.9.5 Subagent shall enforce a strong key both for (i) the Admin console access key for all wireless routers and (ii) the WPA2 password used in all its wireless access points.

- i. Subagent shall use a minimum of 8 characters for its WPA2 password and for the Admin console access key. A 20 character password or key is recommended.
- ii. Subagent's WPA2 password and Admin console access key must use a combination of capital letters, numbers, lower case letters and special characters.
- iii. Subagent's use of random key generation, if available, is preferred.
- iv. Subagent shall change all of its WPA2 passwords and Admin console access key, every ninety (90) days or sooner.
- v. Subagent shall use unique values for each of its WPA2 passwords and Admin console access keys.
- vi. Subagent shall secure the WPA2 passwords and Admin console access keys from unauthorized usage, for example, by not displaying or posting such passwords or keys.
- vii. Subagent shall not disclose the WPA2 passwords or the Admin console access keys to anyone other than those Subagent employees that have a need to know as part of their job responsibilities for Subagent. In the event that Subagent terminates an employee to whom the WPA2 passwords or the Admin console access keys were disclosed, Subagent shall immediately change all such WPA2 passwords and Admin console access keys.

2.3.10 Subagent shall render all media storage devices totally unreadable before being discarded, sold, donated or otherwise disposed. Specifically, Subagent shall physically destroy and render unreadable or delete and write over all files that contain VZW information and Confidential Information, including, but not limited to, Subscriber Information and potential Subscriber information so as to prevent any unauthorized disclosure of such information.

2.4 Technical Requirements.

(i) to the extent any Terminal is accessible by any Entity other than an Subagent employee, or to the extent the screen of a Terminal can be seen by any Entity other than such Subagent employee, Subagent shall (i) timely reset/refresh and blank out or erase information on such screen or Terminal so that at no time is Subscriber or potential Subscriber information visible to any Entity other than a Subagent employee, and (ii) automatically terminate (timeout) access to the Terminal after ten (10) minutes of inactivity and revert back to the start screen to prevent unauthorized usage or disclosure of Subscriber or potential Subscriber information.

2.5 Subagent shall not modify in any way, including, but not limited to, moving or deleting any text or reducing the font size below 10 point, the Receipt Disclosure without the prior written approval of VZW.

2.5.1 VZW may change or replace the Receipt Disclosure (language, fields and/or content) for the Receipt at any time upon written notice to Manager. In that event, Subagent shall within three (3) business days of receipt by Manager of the updated or replacement version, delete and destroy the superseded Receipt Disclosure from its systems and/or Terminals (as applicable) and begin using the updated or replacement version of the Receipt Disclosure.

2.5.2 Subagent shall print the entire Receipt and before the Subscriber leaves the Terminal, Subagent shall provide the Subscriber with the Receipt evidencing the Subscriber's acceptance of the CA.

3 **Modification of the POS Application, POS API and/or the POS System.** VZW may modify the policies and procedures relating to the POS Application, POS API and/or POS System and the terms and conditions set forth in this Exhibit and/or Exhibit [*POS System Solicitation/Activation Procedures*].

4. If Subagent does not comply with any of its obligations pursuant to this Exhibit or Exhibit [*POS System Solicitation/Activation Procedures*], VZW may, at its sole discretion, revoke and terminate Subagent's authority to Sell Prepay Service and PIBs.

Schedule 2.6

Verizon Wireless Mobile Number: _____

Equipment ID:

Prepay plan selected:

By activating service, you are agreeing to the Verizon Wireless Prepaid Customer Agreement, which is available at verizonwireless.com/support/prepaid-customer-info-legal. The Verizon Wireless Prepaid Customer Agreement contains important terms, including limitations of liability for service and equipment, and settlement of disputes by arbitration instead of jury trials. Please review it before activating service.

You are required to make a full monthly prepay service plan payment (i.e., \$30, \$45, \$50, \$60 or \$70) on this unit of equipment within 2 hours of this activation or else the equipment will be disconnected.

Exhibit []

POS System Solicitation/Activation Procedures

1. DEFINITIONS. The capitalized terms used, but not defined in this Exhibit, shall have the meanings set forth in the Subagent Contract or Exhibit [*POS Policy*].

Customer Agreement (“CA”) means the Prepay Service terms and conditions, applicable plan, and optional service information.

Receipt Disclosure means the VZW-provided text that appears on the Receipt given to the Subscriber evidencing the Subscriber’s acceptance of the CA.

Brochure means the CA, applicable Prepay Service plan brochure, and any other document, content or graphics provided by VZW from time to time that Subagent is required, to display at each Location.

2. For the avoidance of doubt, Subagent shall not, manually, electronically or otherwise, provide or facilitate the ability to conduct any review or search of any Subscriber Information.

2.1 Subagent shall not request, collect or accept from any Subscriber or potential Subscriber such person’s name, address, social security number or any other personally identifiable information unless expressly required by VZW pursuant to this Exhibit or Exhibit [*POS Policy*].

3. Subagent shall solicit Subscribers and potential Subscribers using current versions of the Brochures at the Locations. Subagent shall remove from each Location superseded Brochures and display the new Brochures provided by Manager no later than three (3) days after Manager’s receipt of the new Brochures from VZW.

4. Subagent shall strictly comply with and adhere to VZW’s Activation policies, procedures and contract disclosure requirements, as set forth in this Exhibit, Exhibit [*POS Policy*], the Subagent Contract, the VZW-provided technical documentation and as may be communicated by Agent based on requirements provided by VZW, all of which VZW may update from time to time, at its sole discretion. If Subagent cannot meet VZW’s schedule for updates to such policies and requirements and VZW does not approve Subagent’s requested alternate schedule, VZW may suspend Transactions at any of Subagent’s Locations until such time as Subagent has implemented the changes required by VZW.

5. Subagent shall fully and completely disclose the Prepay Service and VZW Equipment offer details, including providing all Subscribers and potential Subscribers the opportunity to review the Brochure.

6. Prepay Service Order Processing.

6.1 Subagent shall comply with VZW’s procedures, including submitting the VZW Equipment make, model, Equipment ID for the Transaction to the POS System for processing by VZW, prior to requesting an Activation for a potential Subscriber.

6.2 Subagent shall enter in the POS Application all the necessary information provided by the Subscriber/potential Subscriber for all the required fields.

6.3 Subagent shall work with Manager to handle and resolve any Transaction Fallout in accordance with the terms and conditions of this Section and all other applicable terms and conditions of this Subagent Contract (including all Exhibits to the Subagent Contract). “Fallout” means any Transaction submitted by Subagent using the POS Application at the Locations that does not complete fully and successfully in an automated fashion using the POS APIs and the POS Application. Manager and/or Subagent shall correct any issues that are preventing the Sales Representative from entering data and/or completing the Transaction through the POS Application at the Locations. After such correction is done, the Sales Representative shall enter the data and/or complete each part of the

Transaction using the POS Application at the Locations, and Subagent shall process each Transaction in accordance with the terms and conditions of this Exhibit (including, without limitation, all contract disclosures shall be processed in accordance with the terms and conditions of Section 6.4 below), Exhibit [*POS Policy*] and all other applicable terms and conditions of this Subagent Contract. Notwithstanding anything to the contrary, Subagent shall comply with the requirements set forth in Section 6.4 below.

6.4 Contract Disclosure. In addition to VZW's requirements for contract disclosure set forth elsewhere in this Exhibit, Exhibit [*POS Policy*] and the Subagent Contract, Subagent shall process Activations in accordance with the following process:

- (1) Prior to completing the Activation, Subagent shall display/present the most current Brochure to the Subscriber/potential Subscriber in a manner approved by VZW;
- (2) Subagent shall comply with the requirements set forth in Sections 6.1 and 6.2 above;
- (3) Subagent shall present the Subscriber with the Receipt that includes the Receipt Disclosure.

6.4.1 POS System Error. Manager shall notify Subagent in the event of a POS System outage or when an error message is returned by VZW indicating a failure, and Subagent shall communicate to the potential Subscriber that the Activation cannot be processed.

7. Subagent shall use secure connections on the Terminals and the POS Application used at the Locations.

7.1. Subagent shall securely transmit information using HTTPS/SSL.

8. Audits/Maintenance/Records. Subagent shall permit VZW to audit the Terminals, the POS Application and any other application used at the Locations at any time, and if VZW determines that Subagent's processes and procedures are not in compliance with the requirements of this Exhibit, the Subagent Contract, Exhibit [*POS Policy*] or the VZW-provided technical documentation, then VZW shall notify Manager, and Manager shall notify Agent and Subagent, and Manager and Subagent shall make revisions necessary to bring Subagent's procedures into compliance within one (1) business day of receipt by Manager of the written notice from VZW. VZW may suspend and/or terminate the ability to perform Transaction at any of Subagent's Locations until such time as Manager and Subagent have implemented the required revisions.

Exhibit C

VERIZON WIRELESS

COMPLIANCE & CLEAR DISCLOSURE POLICY

November 2005

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I. CLEAR DISCLOSURE POLICY

Verizon Wireless follows an uncompromising Clear Disclosure Policy. We will fully, clearly and directly inform consumers of the terms and conditions of our services. The Clear Disclosure Policy applies to all agent communications, related to Verizon Wireless Service, with customers, including print, radio, television and Internet advertising, point of sale materials and processes, and oral communications by agent's sales representatives.

It is imperative that customers know their rights and obligations in connection with Verizon Wireless service. The following guidelines must be followed at all times:

- All communications with customers related to Verizon Wireless Service must be truthful and accurate. Communications must not be false, misleading or have a tendency to deceive. All claims must be substantiated in advance of communication or publication.
- All terms and conditions of Verizon Wireless Service must be disclosed. Specifically, Verizon Wireless and our agents must clearly inform customers about the nature and amount of included allowance minutes and the hours and coverage area in which they can be used, minimum contract term, and return policy. We must also clearly disclose all charges associated with our offers, including, when applicable, activation fees, monthly access fees, home, roaming and long distance rates, anytime and night & weekend per minute rates, early termination fees, charges associated with any returns, usage charges associated with included features and optional services, any extra charges (like the Federal Universal Service Charge, Regulatory Charges, other Verizon Wireless surcharges), and governmental taxes and fees. There will be no "hidden" charges.
- No advertising, sales materials, or other customer-facing materials related to Verizon Wireless Service should be published without the prior approval of Verizon Wireless or its designee.

Verizon Wireless' Clear Disclosure Policy also serves to advance the requirements of Verizon Wireless' implementation of the CTIA Consumer Code for Wireless Service and the July 21, 2004 Assurance of Voluntary Compliance entered into between Verizon Wireless and the attorneys general of 33 states ("AVC").

II. CLEAR DISCLOSURE GUIDELINES

Verizon Wireless' Clear Disclosure Guidelines serve as a framework to outline many legal aspects of communications with customers. They are not all-inclusive, however, and do not contain rules and regulations that apply to every situation. The typical customer is an individual who may be generally familiar with wireless service and the following key attributes of such service:

- (i) For a fixed monthly access fee, a customer receives an allowance of minutes to be used within some geographic area;
- (ii) Usage outside that area ("roaming"), or beyond the monthly allowance, is charged at a higher per-minute rate;
- (iii) Customers are generally required to commit to purchase service for a fixed term (generally 1 or 2 years); and
- (iv) There is a fee associated with terminating service before the end of that term.

The typical customer, however, without detailed explanation, has very little or no understanding of the nuances of any of Verizon Wireless' offers or promotions.

The information about Verizon Wireless products and services that the typical customer will expect to receive depends on the nature of the communication, and the medium used. For example, the typical customer viewing a billboard displaying a Verizon Wireless branding message (e.g., "Join in with Verizon Wireless") will not expect to receive any additional information about our products and services. In contrast, however, the typical customer activating Verizon Wireless service for the first time in an agent's location will expect to receive all of the terms and conditions of the service, and to have the key terms specifically highlighted by the sales representative.

While the nature and amount of information that must be disclosed may vary depending on the context, it is *NEVER* appropriate to provide inaccurate information, or fail to provide material information, the disclosure of which is necessary to prevent the information that was provided from being misleading. Verizon Wireless does not edit or withhold information from customers, we educate them and we expect our agents to do the same.

We have an excellent reputation, are seen as #1 by the public, and are the leader in the wireless industry. It is a business imperative that we maintain that credibility and reputation.

III. GENERAL ADVERTISING RULES

USE OF THE WORD “FREE”

The use of the word “free” is a powerful marketing tool that calls the customer to action. The use of the word has been the subject of a large amount of litigation and regulatory enforcement proceedings. As a result, the word “free” is subject to very specific guidelines, and is covered by the AVC and the CTIA Consumer Code. Consumer advocacy groups and regulators monitor and scrutinize the use of the word “free,” since it is so prevalent as an enticement to the customer.

- *Disclose All Material Restrictions and Conditions*

When a free offer is made, all applicable terms, conditions, and obligations upon which receipt and retention of the free item are contingent should be set forth clearly and conspicuously at the outset of the offer, in close proximity to the use of the word “free”. Disclosure of the terms in a footnote is not regarded as making disclosure at the outset, even if an * or other symbol is used.

- *Definition of “Regular Price”*

The word “free” means that the customer is paying nothing for the “free” item. If the customer can only get the “free” item by buying something else (*e.g.*, as part of a “Buy One, Get One Free” offer), then you cannot charge more than the regular price for the purchased item. The term “regular” is defined as follows:

The price, in the same quantity, quality, and with the same service, at which the seller or advertiser of the product or service has openly and actively sold the product or service in the geographic market or trade area in which he is making a “free” or similar offer in the most recent and regular course of business for a reasonably substantial period of time, *i.e.*, a 30-day period. For products or services that fluctuate in price, the “regular” price shall be the lowest price at which any substantial sales were made during the aforesaid 30-day period.

Thus, you may not increase the price, lower the quantity, nor reduce the quality of the purchased item when advertising the other item as “free.” For example, if you are regularly selling an LG 6000 for \$69.99, you cannot also promote “Buy 1 LG 6000 at \$79.99 and get one free.” In this situation, the customer is paying \$10 more for the LG 6000 than he or she would have, and, thus, this would not be a true “free” offer.

- *Additional Guidance for Use of the Word “Free”*
 - Do not use the term “free” if the item is always part of the transaction (*e.g.*, long distance, Caller ID, etc.). In order to be free, the item must be something normally sold at a price and it must actually be free. Although there may not be a particular price associated with any individual item in a plan, bundle or package, the price for the bundle contemplates the total value offered. The components of a package or bundle are **included** in the price and should be advertised as such (*e.g.*, a \$49.99 America’s Choice Plan “includes unlimited nights and weekends.”).
 - As a general guideline, a single product or a single kind of service should not be advertised as a free offer in a trade area for more than six months in any twelve-month period. At least thirty days should elapse before another such offer is promoted in the trade area. No more than three such offers should be made in the same area in any twelve-month period. In any twelve-month period, the offeror’s sale in a trade area of the product promoted with a free offer should not exceed fifty percent of the total volume of its sales of the product.
 - No “free” offer should be made in connection with the introduction of a new product or service offered for sale at a specified price unless the offeror expects, in good faith, to discontinue the offer after a limited time and to commence selling the product or service promoted, separately, at the same price at which it was promoted with the “free” offer.
 - In such offers, no representation may be made that the price is for one item and that the other is “free” unless the offeror expects, in good faith, to discontinue the offer after a limited time and to commence selling the product or service promoted, separately, at the same price at which it was promoted with a “free” offer.
 - Other terms that have the same meaning as the word “free” and triggering the same rules above include the following:
 - Gift
 - Buy 1- Get 1 Free
 - 2-for-1 Sale
 - 50% Off With Purchase of Two
 - 1 Cent Sale
 - Without Charge
 - Bonus
 - Complimentary

“ON SALE” CLAIMS

In order to promote equipment or accessories as being “on sale” or “special”:

- The equipment must be sold at the “regular retail price” in the “recent, regular course of business.”
- The “regular retail price” must not be inflated or exaggerated.
- The “recent, regular course of business” will mean the 30 consecutive days immediately preceding the offering of equipment at the promotional price.
- There must be a reasonable amount of sales of the equipment at the “regular retail price” during that time.
- The amount of price reduction in a sale must not be so insignificant as to be meaningless. It should be sufficiently large that the customer, if he or she knew what it was, would believe that a genuine bargain or savings was being offered. A starting point of a reduction of ten percent is recommended.

“FREE TO PAY” OFFER

A “free to pay” offer means providing a product or service for free for an initial period, and then charging for it after the end of that initial period if the customer does not take affirmative action to cancel before the end of the initial period (*e.g.*, “Roadside Assistance free for two months, \$2.99/month thereafter”). In any “free to pay” offer, you must disclose, before the customer is bound by an agreement with Verizon Wireless, the material terms and conditions of the free to pay offer clearly and conspicuously, including, if applicable:

- The fact that the customer must cancel the free to pay offer in order to avoid being charged;
- The date or deadline and method by which the customer must cancel to avoid being charged; and
- The cost of the good or service after the end of the initial “free” period.

IV. CREATING ADVERTISING MATERIALS

- These Clear Disclosure Guidelines are designed to serve as a framework to outline the many legal aspects of your communications with customers. As noted above, however, they are not all-inclusive and do not contain rules and regulations that apply to every situation. Before disseminating or publishing any advertising or other customer-facing materials, please submit the material for approval to Verizon Wireless or its designee.

As noted above, all advertising and customer-facing materials must be submitted to Verizon Wireless or its designee for review and approval.