

# Network Master Agent Marketing Program Agreement

THIS NETWORK MASTER AGENT MARKETING PROGRAM AGREEMENT (the "Agreement") is made as of \_\_\_\_\_ by \_\_\_\_\_ (the "Network Master Agent") and between VTG Mobile Inc., (the "Company") all organized under the laws of California. Together with its parent and affiliated entities, Armed Forces Wireless/Mobile having its principal place of business at 5621 Palmer Way Ste. G Carlsbad, CA 92010 and \_\_\_\_\_ (the "Network Master Agent").

WHEREAS the Company is a Mobile Virtual Network Operator (MVNO) which provides wireless voice, text messaging, and data services on the nationwide networks of the major carriers.

WHEREAS the purpose of the Network Master Agent Marketing Program is to expand the Armed Forces Wireless/Mobile Cellular Network through proven methods of marketing to include our referral/marketing Programs.

WHEREAS the parties desire to form a business relationship whereby Network Master Agent earns commissions by participating in a Marketing Program.

WHEREAS, Company will provide Network Master Agent a My AFMobile.com Marketing website that will offer VTG's wireless phone service plans, to include Unlimited, Talk, Text, and Data Plans and related products and services via a shopping cart that is controlled by VTG and embedded in the Network Master Agent Marketing website.

WHEREAS the Network Master Agent Marketing Program is a business opportunity and is not being offered as a security or stock, this agreement does not constitute an ownership interest in VTG Mobile Inc., or its affiliated entities. This is an agreement that gives the Network Master Agent all legal rights to the commissions agreed upon from the gross Revenues of the Armed Forces Wireless/Mobile subscribers that sign up through the Marketing website to include monthly renewals and referrals for the term of the agreement, (30) Thirty Months.

Now therefore, in consideration of the promises here in after made by the parties hereto, it is agreed as follows:

## 1. DEFINITIONS

- a) "Master Agent" means a business entity that develops distribution channels between business and consumers with whole sale service providers of Monthly prepaid cellular service plans, also known as Mobile Virtual Network Operations (MVNO's), offered from contracts the MVNO's hold with major carriers known as Mobile Network Operators (MNO), including but not limited to AT&T, Sprint, Verizon, and T-Mobile.
- b) "Program" means a marketing and advertising Program made available to the Network Master Agent by the company under the terms of this agreement to maximize the company's subscriber base.
- c) "Gross Sales Revenue" shall mean the gross dollars received by the company from subscribers for new and recurring monthly cellular plans that were generated by the Network Master Agent Marketing website.

**2. TERM**

- a) The Network Master Agent Marketing and Advertising Agreement is a Thirty (30) Months agreement effective on the date of signing and acceptance of funds from the Network Master Agent to VTG Mobile Inc.

**3. COMPENSATION**

- a) In return for value received, VTG Mobile Inc., promises to pay Twelve Percent (12%) of the total sales (divided by 10 and multiplied by the number of "Seats" purchased) from the Network Master Agent Marketing website for 30 months paid quarterly with 1<sup>st</sup> payment paid out in month 6, then 9, 12, 15, 18, 21, 24, 27 and 30.
- b) VTG shall keep accurate and up-to-date records of the data used to determine the total amount of commissions owed to the Network Master Agent. Network Master Agent will be given electronic access (the "Back Office") to these records in the Network Master Agent member area to be provided. Any discrepancy between the amount of commissions owed according to these records, and the actual amount of commissions paid to the Network Master Agent in any quarter shall be rectified and Paid within the (10) business days.

**4. EXTENSION OF TERM.**

In the event the Network Master Agent (the "Individual") does not break even or make a profit through the marketing seats purchased. VTG Mobile Inc., (the "Company") agrees to extend agreement up to 6-12 months.

**5. BUSINESS OPPORTUNITY FEE**

- a) There is a one (1)-time business opportunity fee of \$499.99 to receive a unique Armed Forces Mobile Affiliate Website that can be used to acquire customers and earn commissions from said customers website includes:
- Affiliate Marketing Website for use in promoting its products and services
  - Merchant card processing
  - Customer Service/Technical support
  - Fulfillment and activation of cell phone orders
  - Back office Support/Account/Distribution of quarterly commission checks

**6. OPTIONAL MARKETING CAMPAIGNS**

- a) Network Master Agent can purchase individual marketing and advertising campaigns directed to the Marketing/Affiliate Website. These marketing and advertising methods may include social media, print, radio, internet search advertising and other incentive marketing.
- b) Each Marketing Campaign is \$35,000 and can be split up into individual "seats" on the campaign at \$3,500 each. I elect to purchase \_\_\_\_\_ "seats" for a total of \$ \_\_\_\_\_.
- c) Marketing Campaign seats totaling less than \$35,000 will be combined with other participants who will share the same Affiliate Campaign Website and share in the profits in proportion to their percentage of "seats" purchased in the Marketing Campaign.

## 7. CANCELLATION POLICY

Network Master Agent can cancel this agreement for any reason within 7 calendar days for a full refund by providing written notice to: VTG Mobile, Inc., 5621 Palmer Way Ste. G Carlsbad, CA 92010.

## 8. GENERAL

8.1 **Termination for Cause.** Either Party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within ten (10) days following written notice specifying the breach, as indicated in sections one through four. Provided that the cure period for any default with respect to payment shall be five (5) business days.

8.2 **Independent Contractors.** The relationship of the Company and the Network Master Agent shall be, and shall always remain, that of an independent contractor and not that of employer and employee, franchisor and franchisee, joint ventures, or partners. This Agreement does not establish either Party as the other Party's agent or representative for any purpose. Neither Party shall have any authority of any kind to bind the other Party in any respect. Without limiting the generality of the preceding sentence, neither Party is authorized to enter into contracts or any obligation in the other Party's name, or to transact any business on behalf of the other Party.

8.3 **Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.4 **Severability.** If any provision of these policies and regulations or the application thereof to any person or set of circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations, which can be given effect without the invalid provision or application, and, to this end, the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or otherwise unenforceable provision as may be necessary to achieve the overall intent of this Agreement as nearly as possible.

8.5 **Assignment.** The Network Master Agent shall not assign or subcontract any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Company which will not be unreasonably withheld.

8.6 **Successors and Assigns.** Except as may be otherwise provided, this Agreement shall be binding on, and shall inure to the benefit of, the parties to it as well as their respective heirs, legal representatives, successors, and assigns.

8.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

8.8 **Governing Law.** This Agreement shall be deemed to have been entered into in the State of California, County of San Diego, and all questions concerning the validity, interpretation or performance of any of the terms, conditions and provisions of this Agreement or of any of the rights or obligations of the parties shall be governed by, and resolved in accordance with, the laws of the State of California. Any and all actions or proceedings, at law or in equity, to enforce or interpret the provisions of this Agreement shall be litigated in the Superior Court of the State of California, County of San Diego or in the United States District Court in the Southern District of California, and each party hereby expressly consents to the jurisdiction of the Superior Court of the State of California, County of San Diego or to the United States District Court in the Southern District of California, and consents that any service of process in such action or proceeding may be made by personal service upon such party wherever such party may be then located or by certificated or by registered mail directed to such party at such party's last known address.

8.9 **Notice.** The Company shall be deemed contacted by facsimile or certified mail on the date of postmark or date of facsimile transmission at the following address:

By Mail: 5621 Palmer Way Ste. G  
Carlsbad, CA 92081

By Fax: (760) 429-7534

The Network Master Agent shall be deemed contacted by facsimile or certified mail on the date of postmark or date of facsimile transmission at the address:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year set forth above.

SSN or FIN: \_\_\_\_\_

\_\_\_\_\_  
Signature of Network Master Agent

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

\_\_\_\_\_  
Printed Name

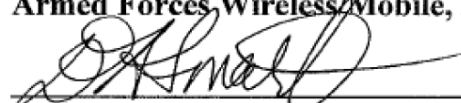
\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

In consideration of the above representations, warranties and agreements, the Company accepts the Agreement.

**VTG Mobile Inc.**

~~Armed Forces Wireless/Mobile, Inc.~~



**Tony Smart, CEO**  
**Retired USMC Veteran**