



Distribution agreement

This agreement is dated on the day you make the online application to be a Distributor, and is made between:

æther mobile Ltd ("the Principal")

AND

Your company ("the Agent")

WHEREBY IT IS AGREED as follows:

The Agent wishes to act as agent for the Principal in the sale of Global Roaming SIM cards and related services on the terms of this Agreement.

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- a. "The Business" means the promotion and sale of the Products and Services by the Agent on behalf of the Principal in the Territory and all related matters.
- b. "Confidential Information" means all information that may be imparted in confidence or be of a confidential nature relating to the business or prospective business, plans or internal affairs of the Principal.
- c. "Intellectual Property" means all or any trade marks or applications for any such marks, trade names, patents or applications for the grant of any such patents, know-how, being technical or otherwise, copyright or designs belonging to the Principal.
- d. "The Products" means Global Roaming SIM service provided by æther mobile as the same may be amended from time to time.
- e. "The Term" means the period of twelve (12) months starting on the day of the application
- f. "The Territory" means Worldwide.

2. Appointment

- a. The Principal appoints the Agent for the Term as a Non Exclusive Agent of the Principal for the sale of the Products and/or Services in the Territory.
- b. The Agent shall solicit and obtain orders for the Products and/or Services on the Principal's behalf in accordance with prices from time to time specified by the Principal.
- c. The Principal reserves the right to vary the specification and/or the price of the Products and/or Services and to withdraw products and/or services from and/or add products and/or services to the range of products and/or services.
- d. The Principal reserves the right to sell direct to customers and to appoint other agents in the Territory.
- e. The Agent is permitted to promote itself as an authorised agent of the Principal providing all terms and conditions mentioned in the agreement are adhered to.

3. Partnership

- a. The parties are neither partners nor is this a joint venture, nor is the Agent an employee of the Principal.
- b. The Agent shall be solely responsible for payment of all wages, salaries, national insurance, PAYE (or equivalents in any jurisdiction) and payments to be made in respect of its employees, if any, and hereby grants the Principal an indemnity in respect of any claim or loss the Principal may suffer in respect of such matters.

4. Principles Obligations

The Principal agrees with the Agent throughout the term:

- a. To act dutifully and in good faith

- b. To inform the Agent within a reasonable time, the acceptance or refusal period, any commercial transaction which the Agent has procured.
- c. To supply the Products (subject to availability) in accordance with orders obtained by the Agent and to ensure that such Products:
 - i. Comply with relevant governmental or other regulations in the Territory.
 - ii. Are of merchantable quality.
 - iii. Are invoiced at the current price list or other pricing policy of the Principal as notified to the Agent.
 - iv. Are delivered promptly.
 - v. Are sold in conjunction with the Principles Standard Terms and Conditions.
- d. To provide customers with an adequate after sales service by providing assistance in relation to servicing, maintenance, repair or replacement of the Products.
- e. To support the Agent in promoting and advertising the Products and/or Services in the Territory in such manner as it considers appropriate and to supply the Agent with sufficient instruction manuals, samples, technical and marketing information and brochures as necessary.
- f. To inform the Agent of any price changes.
- g. To provide and promptly to update information about the Products and Services and specifically to notify the Agent of any variations in the specification of the Products and Services or any changes in the range of products and/or services
- h. To provide customers with a guarantee against defects in the manufacture or installation of the Products

5. Agents Obligations

- a. The Agent agrees with the Principal throughout the term:
- b. To protect and promote the interests of the Principal and to act dutifully and in all good faith.
- c. Not to be concerned or interested either directly or indirectly in the supply of goods and/or services which are similar to or competitive with the Products and/or Services of the Company.
- d. To use all reasonable commercial efforts to obtain orders for the Products and/or Services in the Territory
- e. That the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- f. Not to pledge the credit of the Principal;
- g. Not to make any representations, warranties or guarantees to customers in respect of the Products and/or Services except where specifically authorised in writing by the Principal;
- h. Not to use the Intellectual Property of the Principal otherwise than in accordance with this Agreement.
- i. To keep the Principal informed of any improper or wrongful use in the Territory of the Intellectual Property of the Principal and not to cause or permit anything which may damage or endanger such Intellectual Property.
- j. To maintain proper records and/or sales reports in relation to the sale of the Products and/or Services and to supply to the Principal from time to time upon request, records and/or sales reports and other information relating to the Business and to comply with all reasonable instructions given by the Principal.
- k. To comply with all applicable laws and requirements of any governmental or regulatory authority applicable to the Business.
- l. To enter into a new agreement at the end of the term of this agreement, in order that commission can continue to be paid against orders generated by the Agent.
- m. To remain bound by the terms of the signed Non Disclosure Agreement throughout the term of the Agreement, and any/all subsequent agreements.

6. Marketing Support

- a. The Principal will provide the Agent with a unique URL eg www.aether-mobile.com/yourcompanyname.
- b. The Principal will provide the Agent with unique log in access to the æther mobile online portal to view commissions details.
- c. The Principal will provide the Agent with content and images to enable them to successfully market the service.
- d. The Principal will provide IT support to enable successful integration into online order processing.

7. Orders

- a. Any orders received for the Products by the Agent shall be forwarded to the Principal who shall supply an invoice which shall be payable to the Principal.
- b. Goods will only be despatched upon cleared funds.
- c. Duplicate copies of all invoices shall be provided to the Agent.

- d. The Principal shall have the right to refuse any order on any grounds but shall advise the Agent in writing within fourteen days of receipt of an order of its reason for non-acceptance.

8. Commission

- a. The Agent shall be paid a commission by the Principal of each sale (SIM plus initial credit) procured by the Agent within the Territory during the Term. The commission shall be net of expenses in relation to postage and packing, carriage, freight, insurance, VAT or any other tax, import or duty levied on the Products and/or Services.
 - i. Commission as follows:
 - 1. £3.99 on an RRP of £19.99 (£2.99 on the SIM, £1.00 on the credit)
 - 2. £4.49 on an RRP of £33.99 (£1.99 on the SIM, £2.50 on the credit)
 - 3. £5.99 on an RRP of £57.99 (£0.99 on the SIM, £5.00 on the credit)
- b. The Agent shall be paid a commission by the Principal of 10% of each top up requested by customers generated by the Agent within the Territory during the Term. The commission shall be net of expenses in relation to postage and packing, carriage, freight, insurance, VAT or any other tax, import or duty levied on the Products and/or Services.
- c. No commission shall be payable in respect of orders not accepted by the Principal.
- d. The Agent shall be paid the Commission by the Principal 60 days after an order has been accepted by the Principal.
- e. The Principal shall provide the Agent with a commission statement on a monthly basis on the last working day of every month.
- f. Commission payments shall be paid exclusive of Tax.
- g. The Agent will not negotiate or make contact with a customer generated by æther mobile direct, or another Agent or an ex-Agent to whom the Principal continues to be liable for commission.
- h. The Agent must identify to the Principle all potential customers to ensure no crossover of territories occurs between Agents.
- i. Commission will not be due on orders which are subsequently cancelled either by the customer or the Principal.
- j. Following termination of this Agreement in accordance with clause 2.2 and clause 6 the Agent shall be entitled to commission on all orders which reach the Agent or the Principal prior to the date of termination and on all orders arising from the Agent's efforts prior to the termination and which have concluded within a period of one month of the date of termination.
- k. The Agent shall not be entitled to reimbursement by the Principal of any out of pocket expenses incurred by the Agent in connection with his duties and responsibilities under this Agreement.
- l. The Agent or his authorised representative shall be entitled, on giving reasonable prior notice to the Principal to inspect the books of account of the Principal and all other such records or documents necessary to check the amount of commission due to the Agent. The Agent shall keep all such information obtained strictly confidential.

9. Termination

- a. This Agreement shall continue until terminated by either party giving to the other, in writing not less than one months notice to coincide with the end of the calendar month.
- b. This Agreement shall terminate forthwith upon service of written notice to that effect in any of the following circumstances:
- c. If the other party ceases to be able to pay its debts in the ordinary course of its business, or enters into an arrangement with its creditors
- d. If the other party enters into an Agreement of any kind with any of the Principles competitors
- e. If either party commits a breach of any of the Terms or Conditions of this Agreement and the breach (if capable of remedy) is not remedied within thirty days of being notified to do so by the other party
- f. If the Agent goes into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of its assets
- g. If a resolution is passed or an order is made for the winding up of the Agent;

10. Termination consequences

- a. The Agent shall be entitled to commission only in respect of orders obtained by them and handed over to the Principal before the date of termination and not in respect of orders handed over to the Principal after that date.
- b. On the expiry or other termination of this Agreement the Agent undertakes to return to the Principal, at the Principal's expense, all Products, product information, samples, publicity promotional and advertising material, marketing and technical information and instruction books which are in the Agent's possession.

- c. For the avoidance of doubt the Agent shall have no right to any compensation upon termination of this Agreement.
- d. Commission shall not be paid to the Agent after the date of Termination of the Agreement.

11. Confidentiality

- a. The Agent undertakes not to divulge or allow to be divulged, at any time during the course of or following termination of this Agreement, any Confidential Information relating to the goods and/or services, including business affairs of the Principal to any third party without the consent of the Principal

12. Assignment

- a. This Agreement and all rights under it may not be assigned or transferred by the Agent.

13. Force Majeure

- a. Neither party shall be liable to the other for any failure to perform any obligation under this Agreement which is due to an event beyond the control of such party including, but not limited to, act of God, war, insurrection, riot, and civil unrest, act of civil or military authority. Any party affected by such event shall forthwith inform the other party of the same in writing and shall use all reasonable endeavours to comply with the terms of this Agreement.
- b. Where such event renders performance impossible for a continuous period of not less than six months, the other party shall be entitled to terminate this Agreement by serving one month's notice in writing.

14. Notices

- a. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the other party stated in this Agreement.

15. Governing law

- a. This Agreement shall be governed by and construed in accordance with the law of Belize and the parties hereto hereby submit to the exclusive jurisdiction of the courts of Belize.