



MTechDistributors

MASTER WIRELESS AGREEMENT

Customer Information		
Company Name:		Contact:
Phone:	Email:	
Address:		
City:	State:	Zip:
<p>This Master Wireless Service Agreement (hereinafter "Agreement") is made and entered into on the date below, by and between MTech Distributors LLC and Customer. In consideration of the mutual benefits of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby fully and completely acknowledged, the Parties hereby agree as follows:</p> <p>This Agreement is a master agreement that sets forth terms, conditions and processes for provision of, use of and payment for wireless GPS for ATM subscription services between Customer and MTech Distributors LLC.</p> <p>MTech Distributors LLC: The specifics regarding Monthly Fee amount, Lease Term, type of equipment and purchase price for each Wireless Subscription shall be selected on an Addendum and submitted to MTECH via email, fax or other means as available for each GPS for ATM wireless order.</p> <p>These selections shall be bound by the terms of this Agreement.</p> <p>Subscription: Customer agrees to subscribe to the Service Plan Specifications selected on the Addendum and pay MTech the corresponding Monthly Service Fee amount stated in the Addendum.</p> <p>Subscription re-price: In the event MTech and the customer agree to re-price a current agreement, Customer agrees to a new 2-year line commitment that shall go in to affect the date of the new Monthly Service Fee amount.</p> <p>Rental Charge: Customer agrees to pay MTech an up-front, rental payment of <u>\$6.99</u> on each rented wireless device. This is for Customer's use of the equipment for the duration of the term of the Agreement.</p> <p>Payment of Charges and Fees: The rental payment of <u>\$6.99</u> and the first Monthly Service Fee, plus shipping and handling, will be billed to Customer and a payment will be processed by MTech to Customer's bank account via Automated Clearing House (ACH) prior to MTech shipping the equipment. Subsequent Monthly Fees for Customer's future Wireless Subscriptions will be consolidated billed and payment processed via ACH to Customer's bank account on or near the same day of each month. However, MTech reserves the right to pro-rate Customer's first month's Wireless Service Charges on Wireless Service Agreements to accommodate consolidated Customer billing. If any ACH payment is returned unpaid to MTech, Customer agrees to immediately pay MTech a returned ACH fee of \$35.00 per returned item.</p> <p>Term: Based upon the Customer's selections on the Addendum, the terms and conditions of this Agreement and the Addendum shall be effective on the Wireless Subscription or Subscriptions requested for the term selected, either twenty-four (24) months and shall commence upon the date of receipt of the Addendum by MTech. The terms of the Agreement and Addendum shall be automatically renewed after the initial term for successive thirty (30) days; provided however, that either party may, by giving the other party thirty (30) days written notice, terminate this Agreement following the expiration the initial term. Notwithstanding the foregoing, MTech reserves the right to immediately suspend or terminate services provided under this Agreement should Customer fail to fulfill Customer's obligations hereunder.</p> <p>Equipment: At MTech's sole discretion, MTech may fill Customer's rental orders with new or refurbished equipment. Equipment sold to Customer will be new unless otherwise agreed to by both parties.</p> <p>Termination: Upon termination of this Agreement, Customer agrees to return the equipment described above in good working order. In the event that this Agreement is terminated prior to the end of the initial term, Customer agrees to immediately pay MTech an "early termination fee" equal to the lesser of (a) \$300.00 or (b) the amount that is equal to the number of months remaining in the initial term multiplied by the monthly Wireless Service Fee specified above.</p> <p>Service Technology Disclosures: MTech is not responsible for Wireless Provider Network technologies. Wireless Provider is not obligated to maintain any particular technology and may reduce or terminate Network technologies at any time in its sole discretion. MTech will provide Customer twelve (12) months prior written notice of Wireless Providers intention to terminate a significant wireless technology on a nationwide basis. If Customer owns equipment, Customer will be responsible to purchase or lease new equipment if the wireless</p>		

equipment in service is affected by Wireless Provider termination of a technology. If Customer leases equipment, MTech will provide new equipment at no cost to Customer as long as Customer agrees to a new 24-month lease.

Assignment of Rights: Customer grants to MTech the right to assign all or any part of its right or obligations under this Agreement at any time to such person or third party as MTech shall choose in its sole discretion. Customer shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of MTech or its successors. MTech will not Unreasonably hold consent.

Authority: Customer represents and warrants to MTech that Customer has the right and power to enter into this Agreement.

Liability: MTech's sole liability to Customer shall be to remedy any breach of this Agreement in a timely manner. MTech shall not be liable to Customer or others for any losses, expenses or costs (including but not limited to any consequential or special damages) incurred by Customer or others due to breakdown or malfunction of the service or equipment described above or otherwise. In any dispute between the parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs including, without limitation, reasonable attorneys' fees. The prevailing party shall include, without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

Notice: Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address.

Jurisdiction: The formation, interpretation and performance of this Agreement shall be governed by the laws of New Jersey and venue for any dispute arising under this Agreement shall lie in a court of competent jurisdiction in New Jersey.

Entire Agreement: The parties understand and expressly agree that (a) this Agreement and Addendum contains a complete statement of all understandings, arrangements, and agreements between the parties and constitutes the entire agreement between the parties as to the subject matter hereof, and completely supersedes all negotiations and all prior arrangements, understandings, courses of dealing, and agreements related to the subject matter hereof; and (b) there are no representations, warranties, understandings, arrangements, agreements, conditions, or contingencies, whether express or limited, oral or written, except as expressly set forth in this Agreement and Addendum.

Account Type: Checking Savings
Name on Acct _____

Bank Name _____ Bank City/State _____

Account Number _____ Bank Routing # _____

Customer Signature: _____ **Name:** _____ **Date:** _____

For MTech Employees only (Please do not fill in lines below)

Modem Information

Serial Number: _____ Monthly Wireless Charge \$ _____ \$6.99 Date: _____

Wireless Provider: _____

Any questions you can contact us directly at 888-411-7583 MTech Distributors LLC 182 BayRidge Ave, Brooklyn, NY 11220