
**WHITEPHONE
RESELLER
AGREEMENT**



WHITEPHONE RESELLER AGREEMENT

THIS AGREEMENT is dated the 200

BETWEEN

- (1) WhitePhone Limited a company incorporated in Jersey of Vue des Îles, La Rue du Grouet, Petit Port, St Brelade, Jersey, JE3 8HL (“**WhitePhone**”), and
- (2) [**Company name**] whose registered office is at [**address**] (“**Reseller**”)

WHEREAS

- A. We have developed a suite of Internet solutions to facilitate text, voice and video communication over the Internet and connection to the public telephone network. This system enables Internet initiated voice calls to connect directly to mobile or land based phone networks. We also provide a number of added value services for personal and business Users including directory and search capabilities. Collectively all these components along with the underlying application software are known as the Service.
- B. You wish to take advantage of the benefits as a Reseller offered to you by WhitePhone under the WhitePhone Reseller Programme as set out below to enable your Customers to access and use the Service thereby becoming Businesses or Branding Partners (who can sell the Service under their own brand to their customers, who then in turn become Users.) There are different levels of Reseller Programme with different levels of Reseller fees and commission benefits. The applicable Programme is set out in Schedule 1 below.
- C. Users are permitted to download the Software and to use the Service by entering into the Terms of Use with us or any company nominated by us.

IT IS AGREED as follows:

1 Definitions

In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

“**Business**” means any person, corporate body or other legal entity using the Service and operating as a business;

“**Commission**” means the fees payable to you by WhitePhone in relation to this Agreement as set out in Schedule 1;

“**Customers**” means any customers of the Reseller;

“**Marks**” means the trademarks, logos and service marks with which Branding Partners are entitled to brand the Service in accordance with the Branding Partner Agreement;

“**Minimum Remittance Amount**” means the minimum remittance amount set out in Schedule 1;

“**Branding Partner**” means any individual or corporate body that enters into a Branding Partner Agreement with WhitePhone in it becomes entitled to brand the service with its Marks and offer it to its customers;

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“Branding Partner Agreement” means the form of Agreement executed between WhitePhone and its Branding Partners from time to time;

“Patents” the patents set out in Schedule 4 Part 2 and any other patents in relation to WhitePhone, the Software and the Service which WhitePhone becomes the owner or licensed user of;

“Reseller Fees” means the fees payable to WhitePhone by you in relation to this Agreement as set out in Schedule 1;

“Service” means the suite of Internet solutions provided by WhitePhone to facilitate text, voice and video communication over the Internet and connection to the public telephone network, to enable Internet initiated voice calls to mobile or land based phone networks and which includes directory and search capabilities and any other associated services provided by WhitePhone in accordance with this Agreement;

“Site” means the web site of WhitePhone, the URL of which is www.whitephone.com;

“Software” means the computer programmes in object code which are downloaded from the Site and which allow and enable the use of the Service by the User or Business and includes any new version of such computer programmes, any other associated computer programmes and any patches or upgrades which are applied to such computer programmes or associated computer programmes;

“Terms of Use” means the terms of agreement from time to time between WhitePhone and any Users or Businesses, which all Users and Businesses are required to accept before downloading the Software from the Site or before using the Software;

“Trademarks” means the trademarks, logos and service marks set out in Schedule 4 Part 1 and any other trademarks, logos and service marks in relation to WhitePhone, the Software and the Service which WhitePhone becomes the owner of;

“User” means any person, corporate body or other legal entity using the Service and not operating as a business;

“WhitePhone Reseller Programme” means the programme covered by this Agreement under which you are to market and promote the Service to potential Branding Partners and Businesses as further defined in the Resellers’ guidelines published by us from time to time; and

“WhitePhone User Guide” means the guide to the use of the Service as updated from time to time that can be accessed from the Site and/or client Software.

2 Interpretation

In this Agreement, to the extent that the context permits, references to “we” and “us” and “our” refer to WhitePhone and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees. References to “you” or “your” mean the Reseller.

3 Grant of Rights

- 3.1 Subject to clause 16.1 we will grant or procure the grant to you of a non-transferable, revocable licence with effect from the date of this Agreement to sell and market the Service to prospective Branding Partners and Businesses.
- 3.2 Save for the limited licence provided for in this Agreement, you shall have no proprietary or other interest or rights in the Service or Software or in any intellectual property rights subsisting in them.
- 3.3 We only accept contracts from our office in Jersey and no verbal or other representation may constitute a valid acceptance by us. Acceptance is subject to status checks.

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4 Conditions of Use, Trademarks and Patents

- 4.1 We are and shall at all times be and remain the owner of the Software, Service and, any intellectual property rights associated therewith without limitation and you shall not at any time be deemed to have acquired any right in and to such Software or Service. You shall not (save to the extent allowed by law) and nor shall you permit any third party to disassemble, decompile or reverse engineer the Software, nor translate, adapt, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the Software. You must ensure that the copyright notice of WhitePhone is duplicated as it appears in or on all authorised copies of the Software. Should you violate the provisions of this clause we shall be entitled to terminate this Agreement and obtain immediate injunctive relief in addition to any other legal rights and remedies.
- 4.2 We are and shall at all times be and remain the owner of the Trademarks and without limitation, any intellectual property rights associated therewith and you shall not at any time be deemed to have acquired any right in and to such Trademarks.
- 4.3 We are and shall at all times be and remain the owner of the Patents and without limitation, the intellectual property rights associated therewith and you shall not at any time be deemed to have acquired any right in and to such Patents.
- 4.4 For the avoidance of doubt, the Parties acknowledge (and for the purpose of this Agreement, only acknowledge) that Branding Partners (who may not necessarily also be Resellers) are entitled to brand the Service with their Marks and by doing so warrant that they have full rights to use the Marks in the manner envisaged in the Branding Partner Agreement and hold WhitePhone harmless from any claims which may arise from so using the Marks. Furthermore, the parties acknowledge (and for the purpose of this Agreement, only acknowledge) that the Marks will remain the Branding Partner's property and neither you, any User, nor WhitePhone shall at any time be deemed to have acquired any right in and to such Marks.
- 4.5 For the avoidance of doubt, the Parties acknowledge (and for the purpose of this Agreement, only acknowledge) that Branding Partners (who may not necessarily also be Resellers) license the use of their Marks on a non-exclusive basis for Users and Businesses to download, install and use in conjunction with the Software for the term of the Branding Partner Agreement in accordance with the Terms of Use and for a reasonable transition period upon expiry or termination as set out in that agreement.
- 4.6 You hereby agree to make clear to Branding Partners, Businesses and Users (to the extent that you have any dealings with them) prior to downloading and installing the Software or contracting as a Branding Partner or for the Service that they are contracting with WhitePhone and not yourselves and that you are not acting, nor do you have any authority to act, as agent for WhitePhone and you should make this clear prior to any contractual dealings relating to the provision of the Service.
- 4.7 This Agreement does not appoint you as a Branding Partner and you may not apply your brand to the Service or Software without entering into a Branding Partner Agreement.
- 4.8 A Reseller is not permitted to become a Reseller purely to obtain additional commission, but must have an intention and make reasonable efforts to sign up other Branding Partners, Users and/or Businesses.

5 Marketing and Sales Promotion

- 5.1 Subject to clause 16.1, you will use reasonable endeavours to market, promote and encourage sales of the Service to Branding Partners and Businesses in accordance with guidelines and pricing notified to you from time to time by us. If you do not do so, you agree that this Agreement and any future commission earnings which would have arisen may be terminated by us in accordance with clause 11 of this Agreement.
- 5.2 The parties shall agree a business plan within 30 days of the execution of this Agreement. This will include agreed objectives against which subsequent performance will be monitored.

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- 5.3 You hereby agree to share with us all information reasonably requested by us that you have relating to any of your Customers to assist us in considering whether to accept them as Branding Partners, Businesses or Users.
- 5.4 You hereby agree to provide to WhitePhone as required details of sales, marketing and other promotional activities that you engage in to promote the Service and you will, when reasonably required to do so, attend on-line and other meetings to review progress.
- 5.5 You shall use your best endeavours to procure that any Branding Partners introduced to us by you shall enter into a Branding Partner Agreement with us and any Businesses and Users introduced to us by you shall enter into the Terms of Use with us.
- 5.6 You will use the Trademarks only for the purposes of this Agreement and only in accordance with our reasonable directions from time to time and you must not join the Trademarks with any other marks in any manner which could cause confusion or jeopardise protection of our Trademarks. You must obtain our prior approval (which will not be unreasonably withheld or delayed) to all marketing and promotional text or other material in any media that is prepared or used by you and which mentions WhitePhone or any of its products or services.
- 5.7 You agree that the "WhitePhone" brand in the style determined by us will be displayed on any web site or portal operated by you that gives your Customers access and/or contains a link to our server(s) for the purpose of enabling your Customers to access the system. Furthermore you agree that "powered by WhitePhone" and the WhitePhone icon will appear in the designated places in the client application software in accordance with the WhitePhone User Guide.
- 5.8 You undertake to make no representations, warranties or other assurances concerning WhitePhone or the Service which are false, misleading or inconsistent with the Terms of Use or the information contained in literature distributed by us and you undertake that you will not state, hold out, imply or suggest in any way to any third party that you are acting or have the authority to act as agent for WhitePhone. You agree to fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), actions, claims, damages or liabilities howsoever incurred by us as a result of your breach of this clause 5.8.
- 5.9 You will not state, hold out, imply or suggest to Users, Businesses or Branding Partners that the Service or Software belongs to you.
- 5.10 To the extent that you are involved in the process, you will ensure that Users and Businesses agree to our latest Terms of Use when signing up for the Service and you will follow any guidelines we reasonably require to ensure that Users and Businesses are aware of the relevant Terms of Use.
- 5.11 Where we permit you to include a download of the Software on your website, preloaded on any equipment you supply or in any promotional material you will ensure that you will regularly monitor our Site to ensure that you are distributing the latest release of the Software together with the latest version of the Terms of Use and any other applicable terms and conditions and that neither the Service nor the Software are made available for use before these latest Terms of Use or other applicable terms and conditions are accepted by the User or Business.
- 5.12 We will provide you with reasonable marketing and sales information and material to assist your marketing efforts. You will bear the cost of reproducing and translating any such information or material.
- 5.13 You acknowledge and agree that the intellectual property rights created in and subsisting in any translations made by you of any information relating to WhitePhone will be and remain the exclusive property of us and you hereby assign all of your right, title and interest in and to such translations to us. You also acknowledge that you owe a duty of care to WhitePhone and any Branding Partners, Businesses and Users to ensure that any such translations are correct and accurate and do not infringe upon any third parties' rights.
- 5.14 Sales leads may be provided by us via the WhitePhone customer relationship management (CRM) system and you agree that you will promptly and diligently act upon any such lead and report the outcome through this system.

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5.15 At our discretion we may provide access to our contacts business database which is solely for the purpose of marketing our products and services. Unless agreed in advance and in writing the database may not be used for marketing any other products or services and such use will result in the immediate termination of this agreement.

6 Fees payable and commission rates

6.1 Reseller Fees payable by you to WhitePhone and Commission payments due to you as a participant in the WhitePhone Reseller Programme will be as set out in Schedule 1. The level of fees and commission depends upon the type of Reseller Programme which you enter into. If you move from one level to another the new Programme will apply from the transition date agreed with us.

6.2 We reserve the right to change the prices charged to Users, Branding Partners or Businesses at any time but will endeavour to give at least 14 days notice to you of any such changes except where WhitePhone is itself given less notice of changes in related costs. Off-net call rates can be changed at any time without notice.

6.3 Reseller Fees are payable in full on commencement of this Agreement or on the first day of the period to which they relate if later. Where possible initial and renewal Reseller Fees are payable by direct debit and you agree to provide bank details and agree an appropriate direct debit mandate for this purpose from time to time.

6.4 We will be responsible for collecting all User charges, Branding Partner fees and Business fees unless agreed in writing between the parties.

6.5 Commission is earned by you in respect of Branding Partners and Businesses which you introduce and are linked to your Reseller code:

6.5.1 As the relevant commissionable fees and charges are paid by Businesses and Branding Partners;

6.5.2 Where applicable on an override basis in respect of commission payments made to Branding Partners as a percentage of the commission payments made to the Branding Partner. Override Commission is only payable to the extent that a Branding Partner is actually paid commission, and may be withheld if we are entitled to withhold payment to the Branding Partner (other than by reason of offset of separate liabilities of the Branding Partner).

6.6 You acknowledge that it is possible that some Users and Businesses will obtain an account directly or indirectly from another Reseller or Branding Partner or using one of our brands and if they log in under that account you will not be entitled to any Commission in respect of that User or Business for any revenues generated under such log in. You agree not to seek Commission from us in respect of such use by such use by such Users or Businesses.

6.7 Commission is payable at the end of the month following the month in which the Commission is earned. Commission due to you may be set off against any amounts owing by you to WhitePhone and related group companies howsoever arising. If the net amount due to you at the end of the month is less than the Minimum Remittance Amount, the Commission due will be rolled forward to the following month.

6.8 Commission payments are subject to the deduction of bank remittance charges and, in some countries, recipients may also incur additional bank charges on receipt of funds.

6.9 Commission amounts will be calculated based on the exchange rates prevailing at the time when Commission is earned (including based on amounts actually paid to a Branding Partner where Commission is on an over-ride basis). Commission payable will be calculated based on exchange rates applying at the time of remittance. For this purpose we will implement reasonable exchange rates in our system and update these rates at least monthly.

6.10 Unless otherwise stated all fees and charges are exclusive of VAT or other relevant tax which is payable in addition, as appropriate and as required by law.

6.11 Interest will be payable on any net amounts overdue by you to us at five (5) percentage points above the Bank of England base lending rate applicable at the time together with such

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reasonable costs as we incur in the collection of such overdue debt. No Commission will be payable for any period for which you have any amount overdue to us.

- 6.12 All Reseller Fees are subject to increase each year and may be increased by written notice given at least 30 days before the fee is due. Any increase in fees will reflect the general rates of inflation affecting us and the value of any additional services included in the Service.
- 6.13 Where non standard terms, pricing or revenue sharing is agreed in advance between the parties for market, territorial, distribution or other commercial reasons this must be agreed in writing and attached as Schedule 3.

7 Authorisation of Branding Partners, Businesses and Users

- 7.1 We will be solely responsible in accordance with our own authorisation criteria for determining which of your Customers are suitable to become Branding Partners or Businesses authorised to access and use the Service and which Users they introduce are suitable to be and remain Users. You will not grant any rights to any party to allow them to access or use the Service except as specifically authorised by us. You will not grant any rights to your Customers to allow them to access or use the Software except in accordance with an applicable agreement with us.
- 7.2 We reserve the right to deny access to any of prospective Branding Partners, Businesses and Users to the Software or the Service if those prospects do not enter into the applicable agreement with us or do not comply with that agreement (as updated from time to time) or for any other reason at any time, including but not restricted to credit approval, all at our absolute discretion.
- 7.3 If at any time you become aware of adverse credit information relating to a Branding Partner, Business or User you should notify us of this forthwith.

8 Information Sharing, Reports and Management Information Systems

- 8.1 We shall provide you with online statements via the management information system that will include details of the number of your Customers recruited to be Branding Partners or Businesses during the previous month and your entitlement to Commission in accordance with Schedule 1.
- 8.2 You shall report promptly to us any suspected and actual problems experienced by you or any of your Customers with the Service.

9 Technical Commitments

- 9.1 We reserve the right to modify, change or discontinue the Service at any time with immediate effect upon giving notice to you.
- 9.2 You will maintain a seamless and efficient link from any web site or portal operated by you to our server(s) via an embedded URL that will be provided by us to enable Branding Partners and Businesses to apply for the Service.

10 Support, Training, Customer Service Responsibilities and Service Levels

- 10.1 We will operate an online customer service call centre which will be staffed during normal UK business hours to provide you with assistance in relation to any sales or technical queries you may have in connection with our products or services.
- 10.2 We will provide Businesses and Users with customer service support in your territory during agreed working hours.

11 Term and Termination

- 11.1 This Agreement will commence on the date on which it becomes fully executed by both parties and, subject to clause 11.2, will continue for a minimum period of 12 months and, thereafter, be subject to automatic annual renewal until terminated by either party giving not less than 90 days written notice to the other. The annual renewal fee will be payable on each anniversary date hereof until the Agreement is terminated. The initial, set up fee, any charges for design work and annual fees are not refundable.

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- 11.2 Either you or us may terminate this Agreement forthwith upon giving notice to the other party:
- 11.2.1 if the other party has committed any material breach of any of its obligations under this Agreement and (in the case of a breach which is capable of remedy) has failed to remedy the same within 30 days after receipt of written notice specifying the nature of the breach and requiring it to be remedied and referring to this clause;
 - 11.2.2 if you do not make or intend to make reasonable efforts to promote the Service to your Customers or if we fail to make the Service available for a continuous period exceeding seven days;
 - 11.2.3 if the other party goes into bankruptcy, liquidation or any other analogous state in any jurisdiction (except for the purposes of a bona fide amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
 - 11.2.4 if a third party with an interest therein takes possession, or a receiver is appointed, of any of the property or assets of the other party;
 - 11.2.5 if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or equivalent circumstances occur within any other jurisdiction; or
 - 11.2.6 if the other party ceases to carry on business.
- 11.3 We may terminate this Agreement forthwith on written notice to you should anything come to our attention whereby our association with you could, in our reasonable opinion, damage our reputation, or could prove detrimental to our business or may give rise to fraud or suspicion of fraud or other criminal activity.
- 11.4 Upon expiry or termination of this Agreement:
- 11.4.1 your rights (other than rights to receive commission as specified in clause 11.5 below) under this Agreement will immediately terminate;
 - 11.4.2 you must discontinue use of and return to us any confidential information provided to you by us; and
 - 11.4.3 you will forthwith cease to promote the Service and you will co-operate with us to achieve an orderly wind-down of operations to enable an uninterrupted transition of any applications in progress from your Customers and to settle any payments due under this Agreement.
- 11.5 If this Agreement shall have been terminated by us by notice under clause 11.1 you will be entitled to continue to receive commission in accordance with Schedule 1 in respect of relevant transactions, if any, within a further period of 6 months after such termination is effective; otherwise you shall not be entitled to receive any payment from us by way of compensation or otherwise save for any accrued commissions which may be payable to you in respect of the period up to the date of termination in accordance with this Agreement.
- 11.6 The rights and obligations set out in clauses 4, 5.8, 12, 13.7, 14, 15 and 16 will survive termination of this Agreement

12 Limits on Liability and Warranties

- 12.1 We shall observe and perform our obligations to Branding Partners, Business and Users but shall have no obligations or liabilities to you in respect of any products or Service provided to your Customers in connection with this Agreement. Without prejudice to the generality of the foregoing, we will not in any circumstances be liable to you for any indirect or consequential losses, loss of profit, interruption to business or loss or corruption of data or in respect of any third party claim or liability relating to the Service or otherwise and whether arising under contract, tort (including negligence) or otherwise.
- 12.2 You will be solely responsible for ensuring that both the contents and use of any web site or portal operated by you and any marketing or promotional material produced or used by you that refers to WhitePhone or any of its products or services (including without limitation any material

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included on any web site or portal operated by you) is lawful (including without limitation that they do not contravene any defamation, obscenity, child protection, gaming, telecommunications and financial services laws) and do not violate any third party rights. You agree to fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages or liabilities howsoever incurred by us as a result of your breach of this clause 12.2.

- 12.3 While we attempt to make the Software available in a manner that is consistent with industry standards, results may vary based on the quality of the Internet connection or other factors for which we are not responsible. All services provided by us are provided on an "as is" basis without warranty of any kind, express, implied or statutory, including without limitation warranties as to the description, merchantability, quality, non-infringement, completeness, fitness for a particular purpose, all such warranties being expressly excluded and disclaimed.

13 Non exclusivity

- 13.1 This Agreement is non-exclusive. We will remain free to market the Service to other parties as we see fit.
- 13.2 This Agreement is to operate in respect of the products listed in schedule 2 (a).
- 13.3 This Agreement is to operate in the territory as defined in schedule 2 (b).
- 13.4 This Agreement grants you the right to operate as in the market sector as defined in schedule 2 (c).
- 13.5 You will remain free to market your other services as you see fit.
- 13.6 If you introduce a Customer who has already been introduced by another party or signed up as a Branding Partner, Business or User no commission will be payable to you in respect of any such Customer and our determination of whether or not a Customer falls into this category will be final and binding. In the event that more than one reseller makes contact with the same Customer and there is a dispute over which reseller should be commissionable on that Customer, we will decide how the commission should be split and shall have absolute discretion to determine this, including making one of the resellers fully commissionable in respect of the Customer, or splitting the commission in whatever proportions we choose. In making this decision the initial presumption will be that the first party to make contact with the Customer will be commissionable, but this may not be the case if the initial contact was superficial and the other reseller has put in significant selling effort with that Customer.
- 13.7 If you identify a potential customer who is outside the scope of this Agreement pursuant to sub-clauses 13.2 to 13.4 you should refer such customer to us without delay. We shall not be under any obligation to pay you any commission in respect of such referrals.
- 13.8 We shall be free to market other services to Users, Branding Partners and Businesses without reference to or agreement with you.
- 13.9 During the term of this Agreement and for a period of twelve months following termination you agree not to employ, for any reason, any person who was at any time during the preceding six months an employee of WhitePhone or of any subsidiary of WhitePhone or of any holding company of WhitePhone or of any subsidiary of such holding company.

14 Confidentiality

- 14.1 Each party agrees, save as otherwise required by law and clause 15 hereunder, that it will keep confidential and
- 14.1.1 not disclose to any party other than its professional advisers any information provided to it by or on behalf of the other party which in any way relates to the relationship between the parties or to the other party's business or products or services, and
- 14.1.2 not use any such information for any purpose other than the performance of its obligations under this Agreement.
- 14.2 The provisions of clause 14.1 shall not apply to information which is or comes into the public domain otherwise than by reason of any breach of this Agreement or required to be disclosed

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by the order of a court of competent jurisdiction or any appropriate regulatory authority or otherwise required by law.

14.3 Without prejudice to the generality of the foregoing you shall not use any mailing lists or addresses obtained through your association with WhitePhone for any purpose other than the performance of your obligations under this Agreement and shall not contact Branding Partners or Users for the purpose of marketing goods or services other than the Service.

15 Announcements

15.1 Save as may be required by law or the rules of any regulatory authority, no announcement relating to this Agreement shall be made by you without the prior written approval of its terms by us. You acknowledge and agree that we are entitled to refer to you as a Reseller of WhitePhone in our marketing and promotional materials and to give reasonable information concerning your business on our web site or any portal operated by us or any affiliated company.

16 General Provisions

16.1 The parties hereby agree that this Agreement does not and is not intended to create a legal partnership, franchise, joint venture, agency or employment relationship. Neither party may act in a manner that expresses or implies a relationship other than that of independent contractor, nor bind the other party.

16.2 Each party represents and warrants that it is duly authorised to execute this Agreement and that by signing this Agreement it agrees to be bound by the same.

16.3 Each party will comply with all relevant laws (including but not limited to Data Protection laws) in relation to the performance of its rights and obligations arising under this Agreement. Each party confirms that its obligations hereunder will not result in any breach of or constitute an event of default under any provision of any other Agreement to which it is bound.

16.4 You may not assign your benefits or obligations arising under this Agreement without our prior written consent. We reserve the right to assign this Agreement or the benefit of it upon giving notice to you.

16.5 This Agreement is the parties' entire Agreement and (except in the case of fraudulent misrepresentation) supersedes all previous correspondence, understandings between, or representations by either party (or representative of either party) in relation to its subject matter.

16.6 If any provision of this Agreement is held invalid, such invalidity shall not affect the enforceability of the other provisions of this Agreement.

16.7 This Agreement does not create any right enforceable by any person not a party to it.

16.8 This Agreement shall be governed by and interpreted in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.

Signed for and on behalf of
WhitePhone Limited
.....
Signature
.....
Name and Position
.....
Date
.....

Signed for and on behalf of:
(Reseller Company Name)
.....
Signature
.....
Name and Position
.....
Date
.....

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Schedule 1

Fees payable & Commission rates

[Account manager to insert appropriate schedule]

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Schedule 2

A. Products

WhitePhone Personal
[WhitePhone Business]

B. Territory

[List countries covered]

C. Market sector

[List market sectors]

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Schedule 3

Non Standard Terms

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Schedule 4

Part 1 – Trademarks

All trademarks, logos and service marks owned by WhitePhone Ltd, Voice Commerce Group Ltd and On Instant Ltd

Part 2 –Patents

Pending patent reference 0325934.8/0415235.8

All other patents filed by or on behalf of WhitePhone Ltd, Voice Commerce Group Ltd and On Instant Ltd