



GetConnected Participation Agreement

This AGREEMENT is entered into between GetWireless, LLC, a Minnesota limited liability company ("GETWIRELESS") having offices at 10250 Valley View Road, Suite 139, Eden Prairie, MN 55344 and _____, a _____ company ("DEALER") having offices at _____

GETWIRELESS and Dealer may be referred to collectively as the "Parties" or individually as a "Party."

Introduction

GetWireless is proud to offer Connectivity Services as another value-added service to our community of esteemed resale partners. Our Connectivity Services Referral Program allows DEALER to participate in carrier partner programs through GetWireless. GetWireless will track, audit, and compensate on activations in a timely manner.

1 Proprietary and Confidential

The information contained therein is not for use or disclosure outside of GETWIRELESS, its Affiliates, third-party representatives, DEALER, its Subcontractors, and third-party representatives, except under written agreement by the contracting Parties.

2 Definitions

The following terms have the meanings set forth below:

"Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in a Party (a "parent company"), or (2) a company, whether incorporated or not, in which a Fifty (50) percent or greater interest is owned, either directly or indirectly, by: (i) a Party or (ii) a parent company.

"Agreement" means the Program Agreement which consists of this Agreement, each Appendix, Addenda or any other documents attached to, posted to the Extranet or incorporated by reference to this Agreement, including all GETWIRELESS Policies issued in accordance with the Agreement.

"Compensation" means the activation commission paid to DEALER by GETWIRELESS.

"Damages" means any liability, loss, claim, demand, suit, cause of action, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, liens, fines, fees, penalties, and Litigation Expense. "Litigation Expense" means any court filing fee, court cost, arbitration fee, and each other fee and cost of investigating or defending an indemnified claim or asserting any claim for indemnification or defense under this Agreement, including Attorney's Fees, other professionals' fees, and disbursements. "Attorney's Fees" include a charge for the service of in-house counsel at the market rate for independent counsel of similar experience.

"Service(s)" means the Network Operator's services eligible under the Program.

"DEALER" means the Party identified as "DEALER" in the signature block of this Agreement and includes any Affiliates, and its and their directors, officers, employees, and representatives.

"SUBVAR" means any Party participating under the DEALER.

3 Payments, Onboarding, and Termination

- 3.1 Commission payments to the DEALER will occur within seventy-five (75) days following the close of the month for registered opportunities sold in accordance with GETWIRELESS activation procedures.
- 3.2 DEALER and SUBVAR agree to adhere to the most recent carrier-specific standard operating procedures within the GetConnected program.
- 3.3 DEALER agrees that if GETWIRELESS identifies a situation in which DEALER's activities are violating carrier program terms and conditions, GETWIRELESS may: (1) withhold payment of Compensation, if any, that relates to such violation, and (2) require DEALER to cease performance under this Agreement. Upon GETWIRELESS's request and without waiving any other remedies, DEALER shall resolve such violation, and DEALER will not resume performance of this Agreement until such issues are resolved and GETWIRELESS grants permission for DEALER to resume sales and marketing activities. GETWIRELESS reserves the right to terminate DEALER at any time with or without cause.
- 3.4 Dealer is required to maintain general business insurance and indemnify GETWIRELESS against damage resulting from program violations
- 3.5 GETWIRELESS retains the right to deduct or offset from payments to DEALER any amounts owed to GETWIRELESS by DEALER, including, but not limited to, Chargebacks or Customer account adjustments (including adjustments due to incorrect, unauthorized or inappropriate DEALER activities) and any Damages determined to be due to GETWIRELESS as a result of DEALER's acts or omissions. Any amount due to GETWIRELESS that is not recovered by offset from DEALER's monthly Compensation payment for any reason must be paid to GETWIRELESS by DEALER via check, money order, certified funds, or wire transfer within thirty (30) days after written demand by GETWIRELESS.
- 3.6 The Parties agree to use reasonable commercial efforts to resolve expeditiously any dispute or issue. A payment claim, or dispute received by GETWIRELESS after the time periods mentioned below is deemed untimely and GETWIRELESS is not obligated to accept such a claim or dispute:
 - a. within one hundred eighty (180) days from the Payment Date.
 - b. Or, as defined by carrier terms and conditions
- 3.7 GETWIRELESS is not obligated to remit the payment of Compensation to DEALER during any month unless and until the aggregate Compensation owed to DEALER exceeds \$100. If such payment is withheld, the amounts will be accrued and paid to DEALER in the first month the aggregate amount exceeds \$100.
- 3.8 DEALER is responsible for SUBVAR compliance, communication, and adherence to Agreement.

4 Commission Tables and Chargeback Periods

- 4.1 DEALER commission for program activities is outlined in carrier-specific compensation documents.
 - a. GETWIRELESS reserves the right to make changes to commission documents at any time based on carrier-specific compensation updates.
 - b. DEALER is responsible for understanding current GETWIRELESS commission documents.

- c. GETWIRELESS maintains updated and current commission documents referenced in the Connectivity Program Overview document.

5 Execution of Agreement

- 5.1 Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date the last Party signs.

Dealer Signature

Date

Print Name

GetWireless Signature

Date

Print name

6 Quality Assurance and Quality Control

6.1 Document Identification

Document Title:	GetConnected Participation Agreement
Document ID:	GW-AG-SO-10030
Document Revision #:	1.0

6.2 Document Revision Control

Revision	Date	Description
1.0	06/25/2025	First Release

7 References and Related Documents

Connectivity-Program-Overview