



GPS Wireless, Inc.

Agent: _____ Address: _____ Effective Date: _____

For good and valuable consideration, the sufficiency of which is hereby acknowledged, DualPoint Wireless, A GPS Wireless, Inc. ("GPSW") Company and the Agent agree as follows:

1. Referral Program: GPSW's Referral Program provides referring parties the opportunity to earn referral fee(s) by referring potential third party customers ("Potential Customers") to GPSW, when such Potential Customers purchase GPSW's DualPoint™ products excluding any accompanying services ("Products"). The Referral Program is not exclusive to any one referrer, and GPSW has complete discretion over which and how many referring parties may be enrolled in the Program.

2. Registration. In order to be eligible to receive a referral fee, Agent must register each Potential Customer with GPSW using a form in substantially the form of Exhibit A (the "Registration Form"). A Potential Customer with a completed Registration Form shall qualify as a "Lead" UNLESS one or more of the following events has occurred prior to the submission of the Registration Form: (a) GPSW has previously sold Products to the Potential Customer; (b) GPSW or a registered GPSW reseller (a "Reseller") is currently selling, or currently attempting to sell Products to the Potential Customer; (c) GPSW or a Reseller has had contact with the Potential Customer in the past 6 months; (d) GPSW knows or has reason to believe that the Potential Customer is not in the market for Products; (e) the Potential Customer is GPSW's competitor; and/or (f) another referrer has previously registered the Potential Customer. Within 3 business days of the Agent completing the Registration Form, GPSW shall notify Agent if the Potential Customer qualifies as a Lead. Within a single organization, multiple Potential Customers may qualify as a Lead. For example, specific departments, agencies, or divisions within a company or government entity may qualify as separate Leads. The Agent agrees that the above determinations shall be at GPSW's sole and exclusive discretion.

3. Registration Period. Each Lead shall be registered to the Agent for a period of 180 calendar days from the date GPSW notifies the Agent that the Potential Customer qualifies as a Lead (the "Registration Period"). The Agent shall receive the Referral Fee (defined in Section 4 below) if: (a) the Agent has fulfilled its obligations under this Agreement; and (b) within the Registration Period, GPSW receives a non-cancellable purchase order or other binding agreement to purchase Products (an "Order") from the Lead or a Reseller selling to the Lead. If GPSW or a Reseller is working on a Lead, but has not obtained an Order within the Registration Period, GPSW in its sole discretion may extend the Registration Period, and thereby continue the period in which the Agent may be eligible to receive a Referral Fee. Such extensions may only be granted by GPSW's Chief Executive Officer.

4. Referral Fee Eligibility. The Referral Fee shall be 5% of the net sales price, which price shall not include discounts or fees to Resellers, taxes, shipping or handling. The Referral Fee shall only be calculated from the Lead's first Order. GPSW shall pay the Referral Fee within 30 calendar days after the last day of the calendar quarter in which GPSW receives payment from the Lead or the Reseller servicing the Lead. To qualify for the Referral Fee, the Agent must complete the Registration Form and provide GPSW with a sales introduction to the Lead. Once a Lead has been registered and the Agent has assisted with the introduction to the Lead, GPSW shall be solely responsible for handling that Lead with respect to the Products, and shall have sole and exclusive discretion as to whether and how to sell to that Lead. GPSW shall be under no requirement to pursue any Lead registered by the Agent, and no liability (including for referral fees) shall attach to GPSW based upon the time and effort, or lack thereof, devoted to a Lead. The Agent may, at its sole option, choose to support GPSW with additional activities such as joint sales calls.

5. Ownership of Intellectual Property. Each party expressly retains any and all ownership rights in its product and services and all intellectual property related

thereto, and nothing contained in this Agreement shall affect such rights or grant any ownership, license or other rights to the other party.

6. Confidentiality. The Agent and GPSW acknowledge that, as a result of the activities contemplated by this Agreement, the Agent or GPSW, or the Agent's or GPSW's employees, consultants or agents, may be exposed to or acquire non-public information which is proprietary or confidential to the Agent or GPSW, or to affiliates or third parties to whom GPSW or the Agent owes a duty of confidentiality ("Confidential Information"). In particular, GPSW's Confidential Information includes, but is not limited to, the GPSW Products and services, its pricing and proprietary or confidential information related to the GPSW Products and services. The Agent and GPSW agree to hold each other's Confidential Information in strict confidence and agree not to copy (except only as necessary in furtherance of this Agreement), disclose, or use the other's Confidential Information for any purpose not contemplated by this Agreement, or permit agents or employees to do any of the foregoing. In addition, the Agent and GPSW shall use at least the same degree of care in handling the other's Confidential Information as the Agent or GPSW uses with regard to its own confidential or proprietary information, but no less than a reasonable standard of care. Upon request of the disclosing party, the receiving party shall immediately return or destroy all of the disclosing party's Confidential Information and any copies of documents, papers or other material that may contain or be derived from any of the disclosing party's Confidential Information.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided for herein. Either party may terminate this Agreement for any or no reason upon 10 days written notice to the other party. In the event of such termination; however, any Leads previously registered by the Agent will continue to be subject to Sections 3 and 4 of this Agreement for the Registration Period. Sections 5, 6, 7, 8, 9 and 10 shall survive the termination of this Agreement.

8. Limitation of Liability. EACH PARTY'S SOLE REMEDY AND THE OTHER PARTY'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT, AND IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED THE ACTUAL AMOUNTS PAID OR OWED BY GPSW FOR REFERRAL FEES, PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO BREACHES BY THE AGENT OF SECTIONS 5 OR 6 OF THIS AGREEMENT. EACH PARTY EXPRESSLY AGREES THAT IN NO EVENT SHALL THE OTHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9. Legal Relationship. This Agreement creates no relationship of employee or employer, joint venture, partnership or limited partnership, and gives neither party any right or authority to assume or create any obligation on behalf of the other. The parties expressly agree that they are independent contractors to each other. GPSW shall not: (i) withhold any monies from the fees paid to Agent for taxes, including, but not limited to, income tax, unemployment taxes, Medi-Care or state disability insurance, or (ii) provide any benefits, including, but not limited to, pension, retirement, sick, vacation or holiday pay, or any kind of insurance benefits, including, but not limited to, workers' compensation insurance. Nothing in this Agreement shall be deemed to constitute a promise of employment now or in the future. Each party's participation in the activities contemplated by this Agreement shall be at its own expense, unless otherwise agreed in writing.

10. General. All notices under this Agreement shall be in writing sent by overnight courier and shall be effective upon receipt. This Agreement may only be amended in writing signed by authorized representatives of the parties. This Agreement is the parties' complete and total understanding with respect to the matters set forth herein, and supersedes all prior and contemporaneous oral or written communications. This Agreement shall be governed by the laws of the State of California.

The parties have caused this Referral Agreement to be duly executed by their authorized representatives to be effective as of the Effective Date.

DualPoint Wireless, A GPS Wireless, Inc. Company

_____ (Agent)

By: _____

By: _____

Print Name and Title