

MUTUAL NON-DISCLOSURE and NON-CIRCUMVENT AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”), effective _____, is entered into between Spiked Mobile, LLC (“Spiked Mobile”), and _____ (Company), and governs all Confidential Information (defined below) received by either party before, during or after the effective date set forth above.

The parties intend to explore the possibility of entering into one or more transactions and may enter into one or more mutually beneficial transactions (collectively, the “Transaction”) and in connection with any Transaction, whether currently existing, proposed, or not yet contemplated, the parties may desire to disclose to each other Confidential Information or the parties may otherwise come into possession of Confidential Information.

Relationship of Parties: Company acknowledges that Spiked Mobile, LLC is an affiliate and operating subsidiary of Mobilfy Worldwide, LLC (“Mobilfy”). Certain services, programs, systems, portals, personnel, or contractual relationships referenced in this Agreement or related discussions/transactions may be administered, supported, or governed by Mobilfy on behalf of Spiked Mobile. Nothing herein shall be construed to create a direct contractual relationship, partnership, joint venture, or agency relationship between Company and Mobilfy, except as expressly stated in a separate written agreement executed by Company and Mobilfy.

The parties agree as follows:

1. **Confidential Information:** As used in this Agreement, “Confidential Information” means all non-public information of either party, in any format, whether of a technical, business or other nature, including, without limitation, any trade secrets, findings, specifications, processes, inventions, designs, pictures, programs, source codes, budgets, business or marketing plans, financial information, work in progress, price lists, product descriptions, customer lists, prospective customer lists, or supplier lists, that has been identified as being proprietary and/or confidential or that by the surrounding circumstances ought to be treated as confidential. Confidential Information also includes all information concerning the existence and progress of the parties’ dealings.

2. **Non-Disclosure Obligation:** Each party receiving or acquiring Confidential Information (“Receiving Party”) of the other party (“Disclosing Party”) must take all reasonable measures to avoid disclosure or unauthorized use of the Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information, and Receiving Party must:

- a) hold all Confidential Information in strict confidence, and not use or disclose this information, or help another to do so, except for the limited purpose of advancing the mutually beneficial objective of the Transaction;
- b) limit disclosure of the Confidential Information to its employees and agents to a “need to know” basis to further the parties’ mutual interests, and inform all of these people of the obligations under this Agreement; and
- c) immediately return to the Disclosing Party all Confidential Information obtained and all copies and excerpts thereof within 3 days of the earlier of (i) the Disclosing Party’s request, or(ii) termination of all discussions and Transactions between the parties, or (iii) completion of the review of the Confidential Information.

3. **Exceptions to Non-Disclosure Obligations:** The provisions of section 2 of this Agreement do not apply to any information that:

- a) can be shown by documentation to have been either in the rightful possession of the Receiving Party prior to the receipt of the Confidential Information from the Disclosing Party, or to have been independently developed by the Receiving Party’s personnel without knowledge of the Confidential Information;
- b) was rightfully received by the party who was rightfully in the possession of it;
- c) must be disclosed because of any applicable governmental or judicial law, rule, regulation, directive, or order, as long as the Receiving Party uses its reasonable best efforts to give the Disclosing Party prompt written notice sufficient to allow it to contest any disclosure, and that the Receiving Party disclose only the legally required information and uses its reasonable best efforts to obtain confidential treatment for any Confidential Information that is disclosed; or
- d) the Disclosing Party expressly agrees, in writing, can be free of the obligation to treat confidential.

4. **Term:** This Agreement remains in effect until 12 months after the completion of all discussions and Transactions between Mobilfy and COMPANY, at which time this Agreement will automatically terminate, except that the Receiving Party's obligations with respect to Confidential Information will survive the termination of this Agreement.

5. **No licenses Granted:** All Confidential Information remains the property of the Disclosing Party, and nothing contained in this Agreement may be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

6. **No Commitment:** No furnishing of Confidential Information by either party and no obligation under this Agreement obligates either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.

7. **No Representations:** Neither party makes any representation, warranty, assurance, or guarantee with respect to any Confidential Information disclosed under this Agreement, including, without limitation, any representation concerning non- infringement of intellectual property or other rights.

8. **Enforcement:** Regardless of the extent or nature of the discussions to be held between Mobilfy and COMPANY, or the success or failure to enter into any Transaction as a result of these discussions, if any breach or alleged breach of this Agreement by the Receiving Party occurs, then the Disclosing Party will suffer irreparable injury for which monetary damages will be inadequate to compensate. Accordingly, in addition to all other rights and remedies at law and in equity that might be available to the Disclosing Party, the Disclosing Party is entitled to injunctive relief to prevent or to restrain any such breach by the Receiving Party, or any other persons, directly or indirectly acting for or with the Receiving Party.

9. **Government Law:** This Agreement is to be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law rules.

10. **Headings:** The headings and captions set forth in this Agreement are for convenience only and do not affect the meaning of any terms.

11. **Severability:** A determination by a court of competent jurisdiction that part or all of any provision of this Agreement is unenforceable does not cancel or invalidate the remainder of that provision or of this Agreement, which remain in full effect.

12. **Waiver:** All waivers must be in writing and signed by the waiving party. The expressed waiver by a party to this Agreement of any right or remedy in a particular instance does not constitute a waiver of any right or remedy in another instance. No delay or failure by either party to insist on the strict performance of any provision of this Agreement and no course of dealing or performance regarding any provision, constitute a waiver of its right to subsequently enforce that provision or any other provision of this Agreement.

13. **Scope:** References in this Agreement to Mobilfy and COMPANY also refer to each of Mobilfy's and COMPANY's respective officers, directors, shareholders, employees, agents, licensees, subsidiaries, affiliates, and other related entities, if any. Further, this Agreement is binding upon each party's successors in interest and assigns and inures to the benefit of each party's successors in interest and assigns.

14. **Entire Agreement/Modification:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the matters discussed in it. No amendment or modification of this Agreement is valid or binding upon the parties unless made in writing and signed by both parties. Any modification is effective only in the specific instance and for the specific purpose for which given. Course of dealing or usage of trade may not be invoked to modify the terms and conditions of this Agreement.

15. **Notices:** Any notices given under this Agreement must be in writing and must be delivered in person or mailed by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient as set forth below the signature section, or to another address that has been given to the other party in writing. Notice is effective when properly sent and received, refused or returned undelivered.

16. **Limited Relationship:** This Agreement does not create a joint venture, partnership, or other formal business relationship of any kind. Each party is an independent contractor and not an agent of the other party for any purpose, and neither has authority to bind the other.

17. **Export Laws:** Each party will, to the extent applicable, comply with all provision of the Export Administration Regulations of the United States Department of Commerce, as they currently exist and as they may be amended from time to time, with respect to the export of Confidential Information.

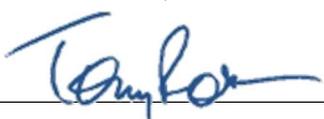
The parties, by their fully authorized representatives, have signed this Agreement on the dates below, and have therefore agreed to accept the terms and conditions of this Agreement effective as of the date first written above.

AGREEMENT TO NON-CIRCUMVENT

During the Term of this Agreement, Company or its affiliates, partners, associates, will not use the Confidential Information to enter into agreement with known Partners, Carriers, Suppliers, or Vendors for the purpose of pursuing business opportunities disclosed under this NDA.

SPIKED MOBILE, LLC

Company: _____

By:  _____

By: _____

Name: Tony Ross

Name: _____

Title: President / CEO

Title: _____

Date: _____

Date: _____

DISTRIBUTION AGREEMENT

This Distribution Agreement (this “Agreement”), dated as of the last date signed below by the parties hereto (“Effective Date”), is entered into by and between Spiked Mobile, LLC (Spiked Mobile) a Delaware limited liability company, with offices at 2412 Gerritsen Avenue, Brooklyn NY 11229, and the entity signing below (“Distributor”).

WHEREAS, Spiked Mobile or one of its affiliates has one or more reseller agreements with Charter Communications Operating, LLC (“Charter”) to promote and market “Charter Services” and “Mobile Services” (collectively, “Charter Services”), through certain marketing activities;

WHEREAS, Distributor is currently in the business of marketing and reselling similar services;

WHEREAS, Spiked Mobile desires to appoint Distributor as a non-exclusive distributor to promote and market the Charter Services under the terms and conditions of this Agreement; and

WHEREAS, Distributor desires to participate in promoting and marketing the Charter Services to individuals, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. Terms. The terms contained in this Agreement includes additional terms that are made available on the web portal at www.spikedmobile.com/spectrum-terms-and-conditions, as may be modified from time to time (the “Terms”). Distributor acknowledges they have read the Terms and agree to be bound by them. In the event Distributor is unable to access the Terms, a hardcopy will be provided to Distributor, upon request.

2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested and postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

<u>Notice to Spiked Mobile:</u>	2412 Gerritsen Ave Brooklyn, NY 11229	<u>Notice to Distributor:</u>	_____
<u>Attention:</u>	Tony Ross	<u>Attention:</u>	_____
<u>Email:</u>	tony@mobilfy.com	<u>Email:</u>	_____

3. Entire Agreement. This Agreement, including and together with the Terms and any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

4. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms of this Agreement and hereto have executed this Agreement as of the Effective Date by their duly authorized officers.

Company:

SPIKED MOBILE, LLC

By: _____

By:  _____

Name: _____

Name: Tony Ross

Title: _____

Title: President / CEO

Date: _____

Date: _____