

AGENT Compensation Agreement

Effective Date: 4/1/2016 to 12/31/2016.

Agent Compensation Overview:

Commissions are paid monthly (30 days after the close of the selling month) and are earned by selling approved T-Mobile services to businesses and their employees. The compensation plan does not have a cap. Monthly commissions are based on a 3X multiple of the new monthly recurring access charges (MRCs) generated from sales each month. Example Only:

- Net new activations in a given month are commissioned at 3X revenue.
 - Example: If Agent activates 34 net new mobile access lines in the month of July, generating \$1,500 in commissionable MRC, they earn \$4,500 (3 X \$1,500).

Additional compensation may be earned through spiffs or activation bonus' for selling features or rate plans that are of high importance to T-Mobile for a specified period of time or for meeting volume/Spiff requirements. The additional monthly compensation opportunities are listed in the Monthly Bonus Document (MBD), which is presented in the Agent Portal of the MWork Website.

MWork Agent Responsibilities/Expectations:

As an independent contractor, you are responsible for all taxes on earned income and are not entitled to any benefits provided to MWork employees. General expenses are the responsibility of the Agent. An MWork Agent has full independence and can work as little or as much as they please and are in control of their own schedule and earning activities.

Additional details and legalize noted below.

1. COMPENSATION

1.1 Agent Activation Compensation. Agent shall receive the compensation identified herein for Activations of Subscribers on Simple Choice Rate Plans a/k/a Value Rate Plans or SIM ONLY Rate Plans (hereafter "Simple Choice Rate Plans"). Simple Choice Rate Plans shall be defined as rate plans with no T-Mobile handset subsidy. Simple Choice Rate Plans shall not be eligible for any IMEI Spiffs. Compensation for Simple Choice Rate Plans shall be subject to Charge Back as specified in the table below pursuant to Section 1.4 of the 2016 Agent Compensation Plan. Simple Choice Rate Plans shall count towards Agent's Quarterly or Annual Volume Commitment ("QVC" or "AVC") if applicable and any applicable Spiff attainment goals related to post pay Spiffs from time to time as stated in the table below, but shall not qualify for any other compensation under the terms of this Agreement.

1.1.1. When activating a Simple Choice Rate Plan, Agent must select “No Contract” rate plans in MWork Solutions’ Activation Systems. In the event that Agent does not follow the process above, Agent shall not be eligible to receive Simple Choice Rate Plan Compensation.

Exhibit: A

Rate Plans	Activation Type	MRC Multiplier	Chargeback Period
Simple Choice for Business	Single Line	3X MRC*	120 Days
	Simple Choice for Business **	3X MRC*	120 Days
	Add A Line ***	3X MRC*	120 Days
Simple Choice	Single Line Consumer	3X MRC*	120 Days
	Simple Choice Family Plan**	3X MRC*	120 Days
	Family Add A Line ***	3X MRC*	120 Days
Simple Choice Mobile Data	Stand Alone Data	3X MRC*	120 Days

*Monthly Recurring Charge (“MRC”) of the rate plan selected by the Subscriber (Net of any T-Mobile Rate Plan Discounts), excluding Features, or any other service charges, taxes or fees.

**Compensation for lines 1 and 2 of any Simple Choice for Business Rate Plan or any Simple Choice Family Rate Plan shall be calculated as follows: The Simple Choice for Business rate plan or Simple Choice Family rate plan total MRC is divided by 2, resulting in a standalone MRC for each of lines 1 and 2, which is then multiplied by the multiplier identified in Exhibit A.

***Add-a-Line represents each additional eligible line of a Simple Choice for Business Rate Plan or of a Simple Choice Family Rate Plan. Each eligible Add a Line Activated by Agent shall be compensated at the rate stated in Exhibit A. For example only, if Subscriber adds 2 additional lines to their Simple Choice for Business Rate Plan or Simple Choice Family Rate Plan and each Add-a-Line Rate Plan has an MRC of \$15, then Agent shall be compensated as follows: $3X \$15.00 = \45.00×2 (# of Add-a-Lines) = \$90.

1.1.2. Simple Choice Pooled Data plans are excluded from the Compensation table (Exhibit A). Compensation for multiple pooled rate plans (if any) will be listed in Agent’s Monthly Bonus Document (“MDB”).

1.1.3 Any new rate plans that are launched after the Effective Date may be excluded from the Compensation table in Section 1.1.1 above. Compensation for such new rate plans shall be paid via Spiff in accordance with Agent's Monthly Bonus Document.

1.2 Other Compensation.

1.2.1 Definitions.

- . 1.2.1.1 "Commissionable Feature" means a commissionable feature added at the time of Agent's activation of a Subscriber's monthly voice rate plan at an authorized Agent location, or as otherwise authorized by MWork Solutions, in MWork Solutions's sole discretion, using the same SIM Card provided to the Subscriber.
- . 1.2.1.2 "Total MRC" means the monthly recurring charge for a Subscriber's rate plan (i.e., the access fee agreed to by the Subscriber and paid monthly for use of the Wireless Service) plus the monthly Simple Choice for Business recurring charge for a Commissionable Feature. Premium handset protection is not included in the Total MRC.
- . 1.2.3 Commissionable Feature Compensation. Subject to the other terms of this Agreement, Agent may earn a Commissionable Feature Compensation as set forth in Section 1.3.2 below or as determined by MWork Solutions from time-to-time.
- . 1.2.4 Limited Time Incentives – Spiffs. MWork Solutions may from time to time offer additional limited time incentives for Activations of the Wireless Service. Such limited time incentives or Spiffs shall only be payable if approved by a Managing Partner of MWork Solutions and communicated to Agent in writing. In the event of a direct conflict between such written communication and this Agreement, the terms and conditions of the written communication shall control.

1.3 Payment of Compensation. In order to qualify for compensation pursuant to this Agreement, Agent must comply with all MWork Solutions Activation procedures and system requirements that may be specific to each rate plan, which shall be provided to Agent separately and shall be incorporated into this Agreement as is set forth herein.

. 1.3.1 Rate Plan Incentives.

- . 1.3.1.A Agent shall be paid Rate Plan Incentives (sometimes referred to herein as "Commissions") in accordance with Section 1 of this 2016 Agent Commission Plan, and subject to the provisions of this

Agreement, and provided that Agent has supplied MWork Solutions with all information requested or required under Agent's application to MWork Solutions for agent status, no later than forty (40) days after the end of each month.

- . 1.3.1.B Agent shall be paid Commissions only for New Net Subscribers (as defined in this Agreement) attained by Agent for that month. Except as otherwise stated in this 2016 Agent Commission Plan, Prepaid Activations, government activations, and Simple Choice Pooled Data plans shall not be eligible for Rate Plan Incentive Compensation as described herein.

- . 1.3.1.C The Commission earned for each New Net Subscriber shall be based on the rate plan chosen by the Subscriber.

1.3.2 Commissionable Feature Compensation. Agent shall earn Commissionable Feature Compensation for Commissionable Features added by Agent subject to the terms and conditions herein.

- . 1.3.2.A The feature must be added to the same SIM card as the Subscriber's standalone voice or data rate plan. Certain features shall be commissionable only if activated at the time of the original Activation of the Subscriber's standalone voice or standalone data rate plan. Features listed in Agent's monthly Compensation and Monthly Bonus document ("MBD") that are notated with an (*) are eligible for Compensation only if the feature is added at the time of original Activation of a qualifying rate plan. Other listed features are eligible for Compensation regardless of when the feature is added.
- . 1.3.2.B Only features for which the Subscriber pays a charge of \$1.49 and above qualify as a Commissionable Feature (free or included features, promotional or otherwise, are not eligible for Compensation).
- . 1.3.2.C Agent shall be eligible for Compensation for Commissionable Features only if Agent fulfills the Subscriber's request for such Commissionable Feature.
- . 1.3.2.D Commissionable Features and corresponding commissions amounts stated in Agent's MBD are subject to change by MWork Solutions at any time upon notice to Agent, which may be delivered in the form of written communication to Agent, the monthly MBD document or MWork Solutions communication provided to Agent.
- . 1.3.2.E Commissionable Feature Compensation is subject to Charge Back.

Charge Back rules applicable to Commissionable Features are subject to change by MWork Solutions at any time upon notice to Agent, which may be delivered in the form of written communication to Agent or a MWork Solutions "Flash" communication provided to Agent.

- . 1.3.3.F Multiple orders of Wireless Service by a Subscriber that are assigned separate SIM cards shall be subject to the restrictions in MWork Solutions' Fraudulent Activities policy.
- . 1.3.43 Single Payment. Agent shall be paid only once on any single customer Activation. Customers cannot be diverted from MWork Solutions or other agents for re-activation.
- . 1.3.5 Reconciliation. Agent must notify MWork Solutions within twenty (20) days after receipt by Agent of its monthly Activation/Commission report of any errors or discrepancies in payment of Rate Plan Incentives or of any other form of Compensation, including, without limitation, any Spiffs, and in Charge Backs or Deactivations of any kind reported by MWork Solutions to Agent ("Commissions Dispute"). Agent hereby waives any right to raise any Commissions Dispute if not reported to MWork Solutions within such twenty (20) day period. Agent shall be required to reconcile any discrepancies in its Compensation no later than twenty (20) days after MWork Solutions has provided Agent with its monthly Activation/Commission report. Once MWork Solutions has reviewed and provided a decision on any Commissions Dispute raised by Agent, Agent shall have ten (10) days after (i) receipt of payment on the Commissions Dispute; or (ii) the date of decision by MWork Solutions to raise one (1) additional review of the original Commissions Dispute ("Commissions Re-Dispute"). Agent hereby waives any right to re-dispute such errors and discrepancies if not reported to MWork Solutions within such ten (10) day period. Agent shall provide additional detailed documentation in support of the Commissions Re-Dispute. After T-Mobile has rendered its final decision on the Commissions Re-Dispute, MWork Solutions shall have no further obligation to review the same Commissions Dispute or Commissions Re-Dispute.
- . 1.3.6 No Compensation for Affiliates or Related Entities. Agent will not receive any Compensation for Activations for use by its Personnel (including, without limitation, activations by or between Agent, any of its Sub-Agents and employees of any Sub-Agents), Affiliates, or related entities. A related entity includes, without limitation, any organization that shares a principal officer, owner, partner, or employee with the Agent. By way of example only, if a person with ownership interest in Agent's business also has an ownership interest in another separate entity and Agent activates Service

for the separate entity, Agent will not receive any Compensation for those Activations. Any and all Compensation paid for Activations for Agent Personnel, an Affiliate, or a related entity will be charged back to Agent regardless of any otherwise applicable Charge Back period.

1.4 Limitations on Eligibility for and Payment of Compensation – Charge Backs. Agent will not be entitled to Compensation, and any Compensation previously paid by MWork Solutions shall be subject to a Charge Back, as follows:

- . 1.4.1 The Activation is procured in violation of the Agreement, including, without limitation, in a manner described in Section 9.2 of the Agreement; or
- . 1.4.2 A Subscriber's Wireless Service with MWork Solutions is Deactivated or terminated for any reason, or suspended for non-payment within one hundred twenty (120) days after Activation of Wireless Service on post pay Simple Choice Rate Plan Activations. Any day during which a Subscriber's Wireless Service is suspended, for any reason, does not count towards the one hundred twenty (120) day Chargeback period.
- . 1.4.3 Commissionable Feature Compensation, if any, shall be subject to Charge Back if the Wireless Service or Commissionable Feature is Deactivated or terminated for any reason or suspended for non-payment within one hundred twenty (120) days after the applicable Activation date (of the Commissionable Feature or Subscriber Activation date if the Commissionable Feature is added at the time of Activation). The Charge Back for a Commissionable Feature shall correspond to the Commissionable Feature Compensation, if any, paid to Agent by MWork Solutions.
- . 1.4.4 If applicable, Prepay Charge Backs shall be based on the Compensation earned for the Prepay Activation being charged back.
- . 1.4.5 Charge Backs for rate plans shall correspond to the Subscriber's associated Rate Plan Incentive or other compensation received for the Activation.
- . 1.4.6 In the event Agent Activates a Subscriber on a commissionable rate plan, and during the applicable Charge Back period for such Activation, the Subscriber migrates to a rate plan to which a lower Rate Plan Incentive or other compensation applies ("Downward Rate Plan Migration"), MWork Solutions shall issue a Charge Back in the amount of the difference between the compensation originally earned by Agent and the lower

compensation amount.

- . 1.4.7 Deactivations due to bona fide Subscriber address change, Subscriber market transfer, Subscriber phone number change, correction of errors, and/or change of responsibility shall not be subject to Charge Back, but such activity is subject to MWork Solutions' Fraudulent Activities policy contained in MWork Solutions Agent Agreement.
- . 1.4.8 Windfall Rule: In a single month where an Agent activates 200 or more mobile access lines and/or activates 50 or more activations within a single account, MWork Solutions reserves the right to extend a portion of the standard payment terms up to 120 days of the activation date to ensure the activations are not subject to deactivation.
- . 1.4.9 Fraud Prevention Rule: If MWork Solutions has reason to believe that activations are fraudulent, MWork Solutions reserves the right to extend the standard payment terms up to 120 days of the activation date to verify authenticity.

Signature of Acceptance of the terms included in the 2016 MWork Solutions Compensation Agreement.

Agent Name: _____

Signature: _____

Date: _____