

NETCOM DIGITAL RADIO CONTRACT

SYSTEM PROVIDER FOR HMONG RADIO

Mail Payments to Netcom Digital Radio .P O.Box 1568.Fort Lee, NJ 07024

1. DATE _____ NEW CONNECTION DISCONNECT

2. ACCOUNT#

3. Name:

4. Address:

City-State, Zip:

5. Telephone (HOME) (BUS) (CELL)

6. SS# / Drivers License #

7. DOB

8. Monthly payment since

9. Payment for the receiver

10. The receiver becomes your property since _____ (mm/dd/yy)

11. Way of payment: check _____ M/O _____

Credit card: # Card Type: VISA / MASTER CARD/AmEx/Discover

Expiration Date: _____

12. One-time payment of \$ _____

13. Monthly payment \$ _____

The signature of the client _____ the signature of representative NDR _____

I agree to make timely lease payments until my User Terminal is fully paid for. In the event I discontinue service prior to my User Terminal being fully paid for, I agree to either (a) promptly pay the remaining balance due, as quoted to me by the Company, or (b) return the User Terminal to the Company.

In the event I fail to do either (a) or (b) above within thirty (30) days of termination of service, and the Company begins collection actions against me, I agree unconditionally to pay the entire original cost of the User Terminal to the Company. This obligation shall not be subject to any right of counterclaim or set-off by me. I agree that this promissory note shall be governed by the laws of the State of New Jersey, and further agree to jurisdiction in the County of Bergen, State of New Jersey, for adjudication of this matter.

NOTES:

TERMS AND CONDITIONS

1. **NDR** will sell to **Subscriber** specialized reception equipment (the "User Terminal") which allows for decoding and listening to the Company's audio programming packages. Payment for the User Terminal can be made either in a lump sum up front, or over time, using one of the Company's lease-to-purchase plans.
2. If **Subscriber** chooses to pay through a lease-to-purchase plan, the User Terminal shall remain the property of the Company until all payments called for under the plan are made.
3. If a **Subscriber** using a lease-to-purchase plan terminates service prior to making his/her last lease payment, he/she shall have an absolute obligation to pay the remaining lease-to-purchase balance due, or return the User Terminal to **NDR** in good condition. In the event the **Subscriber** elects to return the User Terminal, all prior lease payments shall be deemed rental payments, and shall not be refundable. This obligation shall be independent of, and not subject to, any counterclaim or alleged right of set-off by **Subscriber**. In the event such a **Subscriber** fails to perform on this obligation, and **NDR** begins collection action against **Subscriber**, then he/she shall be obligated to pay to **NDR**, in good funds, an amount equal to the entire original cost of the User Terminal (see "Promissory Note" reverse) plus any costs of collection incurred by **NDR**.
4. **Subscriber** shall have the right to terminate his/her contract after a trial period of 15 days, without prejudice. Provided **Subscriber** notifies **NDR** of his/her intentions within this 15-day period and returns the User Terminal in good condition, any monies paid for the receiver will be returned to him/her.
5. **Subscriber** shall be responsible for paying his/her monthly bill, including service fee plus lease payment (if applicable), no later than the 25th day of the month in question. Payments received after that date will be subject to a \$2.00 late payment fee, charged on the next month's bill.
6. **NDR**, through its telephony partners, offers **Subscribers** low-cost, fixed-rate, unlimited local dialing plans so that use of the **NDR** radio does not result in additional phone charges. **NDR** can also provide unlimited local service on a low-cost second line.

If the **Subscriber** chooses not to take an **NDR** calling plan, then it will be the **Subscriber's** responsibility to ensure he has an alternative fixed rate calling plan, or a plan with acceptable local calling rates.

It is also the **Subscriber's** responsibility to check the **NDR** provided access number with his local phone company to ensure that the resulting call by the radio is a local call, thus avoiding unnecessary charges.
7. **NDR** shall be responsible for ordinary maintenance and repairs of the User Terminal for a period of five years from the date of this subscriber contract, provided the User Terminal is not damaged by actions or negligence on the part or **Subscriber** (for example, dropping the User Terminal).