

FINDERS FEE AGREEMENT

between

[Finder]

and

Mobitex Technology AB

Rev Date A 2004-08-12

1 SCOPE OF AGREEMENT

The following agreement (hereinafter referred to as the "Agreement") is made and entered into as of date, by and between

Mobitex Technology AB, a company duly incorporated under the laws of Sweden, with its principal office at Theres Svenssons Gata 15, S-417 80 Göteborg, Sweden and corporate business license registration number 556628-7305, (hereinafter referred to as "MXT") and

<Finder>, with corporate business license registration number <999>, a company duly incorporated under the laws of <country>, with its principal office at <address, country> (hereinafter referred to as the "Finder").

MXT and Agent are hereinafter individually referred to as "Party" and collectively as the "Parties.

In consideration of said Finder's provided information on potential Mobitex network buyer < Company name and address > (the "Buyer") to MXT resulting in a procurement of a Mobitex network by said Buyer, MXT hereby agrees to pay to said Finder, a Finders Fee as described herein.

2 DEFINITIONS

Buyer; is the specified company with the contact data of specified key decision makers and the specified application that intends to purchase the Products from MXT. Buyer may purchase either directly from MXT or through any of MXT's Sales Channels.

Sales Channel; is a company which has formally been certified by MXT to be, at least, an Authorized MXT Sales Channel.

Products; is a Mobitex wireless data network comprising hardware and software covered by MXT's Mobitex Product Catalogue.

3 GENERAL RESTRICTIONS

This Agreement only applies to leads unknown to MXT at the time. Finder has no authority to make any commitment whatsoever or to receive any payment on behalf of MXT, nor can it forgive any debt, security or obligation due MXT on account of any Products or otherwise.

Finder's activities shall be limited to identification and information rendering of potential Buyers and shall not perform any acts or take any action which could reasonably be considered by a Swedish court as negotiations or the participation in negotiations relating to the sale of the products.

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MXT, at its sole discretion, shall have the right to stop its activities with relation to Buyer. In such cases MXT shall motivate its decision to Finder in writing with the automatic consequence of this Agreement becoming terminated.

MXT is not liable to pay any Finders Fee to Finder if Finder is entitled to another form of compensation or incentive from MXT with respect to business with Buyer.

4 DISCLOSURE

The Parties will keep each other informed as to the progress of sales activities relating with Buyer.

5 FINDERS FEE

Finders Fee is applicable to all written Product orders received by MXT - or any of its Sales Channels - from Buyer during the validity of this Agreement.

The Finder shall be entitled to a Finders Fee, based on the net amount of payments (after deduction of taxes, sales channel incentive, transportation, insurance and other similar costs) actually received by MXT under sales contracts for Products for delivery concluded through MXT's acceptance of orders from said Buyer.

The Finders Fee shall be two percent (2 %) of the above net payment(s), paid contemporaneous with the full payment reception of related MXT invoices

The Finder shall have no claim because of any failure or delay by MXT to collect payments. The Finder shall be entitled to a Finders Fee only on sales contracts for Products concluded during the term of this agreement unless terminated by any Party.

6 VALIDITY

This Agreement shall be valid until < default 18 months from signing date > unless terminated according to Article 3.

7 DISPUTES

All disputes, differences or questions between the Parties with respect to any matter arising out of or relating to the Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in Stockholm, Sweden, by three (3) three arbitrators appointed in accordance with the said Rules and the proceedings shall be conducted in the English language.



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8 ASSIGNMENT

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Neither Party may assign this agreement without the prior written consent of the other Party. Any assignment without such consent will be null and void, and will constitute a material breach of this agreement.

9 **FORCE MAJEURE**

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Neither Party shall be liable to the other for failure or delay in the performance of a required obligation due to events that are unforeseeable and beyond the control of such Party, such as war, fire, explosion, labour conflicts, acts of God, telecommunications or electrical failures, delays, loss or damage to items in transit, embargoes or government regulations and restriction that interfere with production or transportation of the Products, provided that the Party gives prompt written notice of such condition to the other Party and resumes its performance as soon as reasonably possible. The other Party may, however, terminate this agreement if such condition continues for a period of six (6) calendar months.

The laws of Sweden shall govern this agreement.

By signing below, said Finder also agrees hereby that MXT shall be held harmless and be indemnified by said Finder for any liability, loss, (including amounts paid in settlement), damages or expenses (including reasonable attorney's fees) suffered by virtue of any acts or omissions or alleged acts or omissions arising out of said Finder's activities with, for or on behalf of the MXT.

This agreement has been executed in three (2) originals, of which the parties have received one (1) each.

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riace	Place
Date	Date
<finder name=""></finder>	MXT