

PETITIONING COALITION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ___, 2009, by and between Club Texting Inc, a _____ corporation, _____, a _____ corporation, and _____, a _____ corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties to this Agreement share a mutual interest in securing a construction of the Telephone Consumer Protection Act (“TCPA”) that insulates their businesses from liability for acts by third parties; and

WHEREAS, the Parties believe that preparing and filing, in the name of a coalition of which the parties to this Agreement will be members, a Petition for Declaratory ruling with the Federal Communications Commission (“FCC”) advances this objective;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the Parties agree as follows:

SECTION 1 COALITION NAME. The Coalition’s name shall be Mobile Activist Coalition and the Parties shall be its members.

SECTION 2 COALITION PURPOSE. The Coalition shall be formed for the purpose of joint preparation and filing with the FCC of a Petition for Declaratory ruling, or other appropriate pleading, in the name of the Coalition for the purpose of securing a favorable construction of the TCPA.

SECTION 3 COLLABORATION. The Parties shall collaborate in defining what a favorable construction of the TCPA entails. Each Party will have the opportunity to review drafts of the Petition for Declaratory Ruling and to provide feedback.

SECTION 4 RESOLUTION OF DISPUTES. Any dispute regarding the objectives of the Coalition or the strategy behind or content of the Petition for Declaratory ruling shall be resolved by a majority vote of the parties.

SECTION 5 COALITION MANAGER. The Coalition Manager shall enter into an attorney-client relationship with legal counsel for the purpose of preparation of the Petition for Declaratory Ruling. The Coalition Manager will be the client and not the Coalition. The Coalition Manager shall be responsible to legal counsel for the cost of legal services incurred in preparation of the Petition for Declaratory Ruling and for any other purpose.

SECTION 6 IDENTITY OF COALITION MANAGER. Club Texting Inc shall be the Coalition Manager.

SECTION 7 REIMBURSEMENT RESPONSIBILITY. Each party shall be responsible for an equal share of all costs for legal services incurred in preparation of the Petition for Declaratory Ruling. The Coalition Manager will collect payments from the Parties in advance of preparation of the Petition for Declaratory ruling. Cost to prepare the Petition for Declaratory ruling are estimated to be \$25,000. Accordingly, each party will be responsible for an initial \$X payment to the Coalition Manager. In the event the Coalition agrees to expand the scope of the legal representation to include advocacy in support of the Petition for Declaratory Ruling, including lobbying or defense against opposition, each party will be responsible for an equal share of all costs incurred for legal services, which the Coalition Manager will collect in advance.

SECTION 8 TERMINATION. This Agreement may be terminated by any Party hereto at any time. Termination shall not trigger any right to reimbursement for payment, including payments made in advance of incurring costs for legal services, to the Coalition Manager.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CLUB TEXTING INC

By: _____

Print Name: _____

It's: _____

[Party 2]

By: _____

Print Name: _____

It's: _____

[Party 3]

By: _____

Print Name: _____

It's: _____