

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 14, 2008

Dot VN, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

000-53367
(Commission File Number)

20-3825987
(IRS Employer Identification No.)

9449 Balboa Avenue, Suite 114
San Diego, California 92123
(Address of principal executive offices)(Zip Code)

(858) 571-2007
Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Effective August 15, 2008, Dot VN, Inc., a Delaware corporation (“Dot VN”) entered into a Distribution Agreement (the “Distribution Agreement”) with E-Band Communications Corp., a California corporation (“E-Band”). Under the terms and conditions of the Distribution Agreement, Dot VN has the exclusive right to distribute in Vietnam, and the non-exclusive right to distribute in Cambodia, Thailand and Laos, E-Band’s multi-gigabit capacity wireless communications systems and related E-Band technology and services (collectively, the “Products”). Dot VN will likely not sell the Products in Vietnam until Dot VN obtains the requisite licenses for the necessary frequencies on which the Products can operate. Accordingly, as part of its obligations under the Distribution Agreement, Dot VN intends to apply for a license(s) with the Ministry of Information and Communications of Vietnam for the requisite frequency licenses on which the Products can operate.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On August 14, 2008, Dot VN made (i) a 100% Convertible Promissory Note in the principal amount of \$2,160,767 to Thomas Johnson, Dot VN’s Chief Executive Officer and Chairman of the Board of Directors, and (ii) a 100% Convertible Promissory Note in the principal amount of \$2,160,767 to Lee Johnson, Dot VN’s President, Chief Technology Officer, Chief Financial Officer and a Director. Each note made August 14, 2008 contains the same terms and conditions. Each note shall accrue interest at a rate of 8% per annum, and all outstanding principal and accrued and unpaid interest shall become due February 15, 2009. All principal and accrued interest due may be converted into common stock of Dot VN at \$1.43 per share (the “Conversion Price”). The Conversion Price shall be adjusted downward in the event Dot VN issues common stock (or securities exercisable for or convertible into or exchangeable for common stock) at a price below the Conversion Price, to a price equal to such issue price.

The notes made August 14, 2008 replace notes with materially the same terms and conditions, held by each of Thomas Johnson and Lee Johnson, respectively, that expired August 1, 2008 and originally issued in consideration for, and in satisfaction of, accrued salary and interest accruing since January 31, 2003 through June 30, 2007 by each of Thomas Johnson and Lee Johnson under their respective employment agreements with Dot VN.

Item 9.01 Financial statements and Exhibits

(d) Exhibits

The following exhibits are filed as part of this report:

<u>No.</u>	<u>Description</u>
10.24	Distribution Agreement dated August 15, 2008, by and between Dot VN, Inc. and E-Band Communications Corp., a California corporation.
10.25	100% Convertible Promissory Note dated August 14, 2008 made by Dot VN, Inc. to Thomas Johnson
10.26	100% Convertible Promissory Note dated August 14, 2008 made by Dot VN, Inc. to Lee Johnson

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DOT VN, INC.
(Registrant)

Date: August 19, 2008

By: /s/ Louis P. Huynh

Name: Louis P. Huynh
Title: General Counsel, Executive Vice President of Operations and
Business Development, and Corporate Secretary

Exhibit Index

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DISTRIBUTION AGREEMENT

THIS AGREEMENT (the "Agreement"), made effective this 15th day of August, 2008 ("Effective Date") by and between E-Band Communications Corp., a corporation duly organized under the laws of California, (hereinafter "E-BAND"), and Dot VN, Inc., a corporation duly organized under the laws of the State of Delaware (hereinafter "DOT VN")

WHEREAS, E-BAND manufactures and markets certain products and desires to increase the sales of such products;

WHEREAS, DOT VN desires to promote and sell such product; and

WHEREAS, E-BAND is willing to appoint DOT VN and DOT VN is willing to accept such appointment as distributor of E-BAND'S products in the territory defined herein;

NOW, THEREFORE, in light of the mutual promises and covenants hereinafter set forth and for consideration the sufficiency and receipt of which is hereby acknowledged, the parties agree to as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following words, terms and phrases where written with an initial capital letter, shall have the meanings assigned to them in this Article 1 unless the context otherwise requires:

1.1 Products. "Products" shall mean those products described in Exhibit A attached hereto and incorporated herein, as amended by E-BAND from time to time. E-BAND shall give DOT VN thirty (30) days written notice of such Amendment.

1.2 Territory. "Territory" shall mean a non-exclusive right to distribute in Cambodia, Thailand and Laos and an exclusive right to distribute in Vietnam. DOT VN has exclusive rights only to Vietnam subject to the requirements of Article 2.1.

1.3 Dot VN List Price. "Dot VN List Price" shall mean the prices then being quoted by E-BAND for sales of Products to DOT VN. Dot VN List Price does not include transportation, customs duties, tariffs, taxes, fees or other charges which may be imposed on the importation, handling, transportation, purchase, use or sale of Products. The DotVN List Price can be found in Exhibit A.

1.4 DOT VN Information. "DOT VN Information" shall mean all information, other than information in published form or expressly designated by DOT VN as non-confidential, which is directly or indirectly disclosed to E-BAND, regardless of the form in which it is disclosed, relating in any way to DOT VN's markets, customers, products, patents, inventions, procedures methods, designs, strategies, plans, assets, liabilities, costs, revenues, profits, organization, employees, agents, or business in general.

1.5 E-BAND Information. "E-BAND Information" shall mean all information, other than information in published form or expressly designated by E-BAND as non-confidential, which is directly or indirectly disclosed to DOT VN or embodied in Products provided hereunder, regardless of the form in which it is disclosed, relating in any way to E-BAND'S markets, customers, products, patents, inventions, procedures methods, designs, strategies, plans, assets, liabilities, costs, revenues, profits, organization, employees, agents, or business in general.

1.6 Brand(s). "Brands" shall mean all names, logotypes and trademarks held by E-BAND licensed to the DOT VN for the purpose of selling and promoting the Products.

ARTICLE 2
APPOINTMENT

2.1 Scope. E-BAND hereby appoints DOT VN, and DOT VN hereby accepts appointment, as E-BAND'S distributor during the term of this Agreement with the right to sell or otherwise distribute Products in the Territory, under E-BAND'S name, logotypes and trademarks, or such other name as may be agreed to in writing by the Parties, subject to all the terms and conditions of this Agreement. Subject to the provisions of Article 2.2, such right to distribution shall be exclusive as to Vietnam (only) ("Exclusivity Right"), and shall be effective for a period of one (1) year from the Effective Date, provided, however that the sales quotas (the "Quotas") set forth in Exhibit B are met by DOT VN. Upon the satisfaction of the Quotas, the Exclusivity Right shall be extended in accordance with the schedule attached hereto as Exhibit B. E-BAND shall not appoint any person or entity other than DOT VN as its distributor for Products in Vietnam. E-BAND shall not sell, transfer, license or otherwise make available Product to any person or entity other than DOT VN in Vietnam. The Quotas shall be subject to a good faith review by both parties every year. If the Quotas are not met in any particular year, the Exclusivity Right shall terminate and E-BAND shall have the right to appoint other distribution agents in and/or market and sell the Products directly into Vietnam.

2.2 Frequency Licensure. It is acknowledged that Products cannot be sold in Vietnam until the requisite frequency licenses are granted. Therefore, the applicable time periods governing the Exclusivity Rights and Quotas during the initial year of this Agreement shall be tolled up to and including the date the requisite frequency licenses are granted by Vietnam's Ministry of Information and Communications. DOT VN shall diligently apply to the Ministry of Information and Communications for the requisite frequency licenses. The one year Exclusivity Period and the time to meet Quotas during the first year of this Agreement shall not be extended for more than ninety (90) days by reason of delays in obtaining the requisite frequency licenses.

2.3 Inquiries. Any inquiry or order received directly or indirectly by E-BAND concerning potential sales of Product to be deployed in Vietnam shall be promptly referred to DOT VN. DOT VN may not actively market, resell or distribute Products outside the Territory, and shall promptly contact E-BAND regarding all inquiries and referrals received by DOT VN regarding potential sales of Products outside the Territory.

2.4 Limitations. This Agreement only permits DOT VN to sell Products originally sold to DOT VN by E-BAND. The sales of, or offer to sell, Products to DOT VN by E-BAND does not include any other right to manufacture or modify Products or Branding.

2.5 Discontinuation. E-BAND, in its sole discretion, shall have the right to discontinue the marketing, production, distribution of any or all of a Product Line at any time during the term of this Agreement, provided that E-BAND gives thirty (30) days prior written notice to DOT VN. E-BAND shall be under no obligation to continue the production of any Products, except as per orders accepted and confirmed by E-BAND. E-BAND may modify, replace, and improve Products, at E-BAND's discretion, without prior notice and/or liability to DOT VN, but shall give thirty (30) days prior written notice to DOT VN of a price adjustment resulting from any such modification, replacement, or improvement.

ARTICLE 3
GENERAL OBLIGATION OF DOT VN

3.1 Legal Requirements. DOT VN shall take all reasonable steps to accomplish all national and local legal requirements applicable to the importation and sale of the Product as well as any other activity associated with the importation and sale of the Product, including registration, certification and licensing of Product in Territory, as necessary and shall provide such related documents to E-BAND upon request. E-BAND retains all such rights, title, and interest in and concerning such rights after Product is so registered. DOT VN will keep E-BAND updated as to the process and timing. DOT VN is liable for all irregularities and fines attributable to DOT VN's importation and/or sale of the Product. DOT VN agrees to comply with all intellectual property requirements as set forth in Section 9 of this agreement.

3.2. Assignment or Abandonment. DOT VN may not abandon its obligations or transfer /assign to third party the rights and obligations originated from this Agreement, without prior authorization of E-BAND. Notwithstanding, nothing herein shall be construed to restrict DOT VN's right to employ or utilize subcontractors in connection with Product installation or customer service. DOT VN remain fully liable under this agreement for any third party engaged by DOT VN to commercially or technically support the sale and distribution of the Product.

3.3. Competition. DOT VN will not promote trade, represent or distribute, direct or indirectly, in its own name or through third parties other goods that compete directly with the Products supplied by E-BAND during the term of the Agreement.

3.4 Costs. DOT VN shall be responsible for all costs and expenses incurred directly or indirectly, from the activities of DOT VN and may not seek from E-BAND any type of reimbursement or payment for its activities except in situations of gross negligence or malfeasance by E-BAND. In addition to Dot VN List Price, the amount of any present or future duty, tariff, tax, fee or charge applicable to the importation, handling, transportation, purchase, use or sale of Products shall be paid by DOT VN except where law otherwise provides, in which event the amount of such duties, tariffs, taxes, fees or charges shall be added to the then current Dot VN List Price.

3.5 Local Presence. DOT VN must maintain an office in the Territory and comply with all applicable national and local legal requirements for maintaining such office.

3.6 Marketing. DOT VN agrees to use best efforts to solicit, market and distribute Products in order to meet the Quotas. DOT VN agrees to advertise Products and to distribute literature and catalogues and to do such other tasks as is reasonably necessary to maintain the goodwill of customers within the Territory, and to maintain at all times sufficiently trained sales and technical personnel to enable DOT VN to perform its obligations under this Agreement. E-BAND agrees to provide DOT VN with all formally released content, sales, marketing and training material written in the English language, including software versions for DOT VN to translate, at its expense, material for local requirements. E-BAND will continually under the term of this agreement provide DOT VN with updates to such marketing material. DOT VN agrees to promote the Product at key marketing events in territory.

3.7 Compliance. DOT VN agrees (i) not to make nor permit any of its employees, agents, sales representatives or subcontractors to make any representation or warranty with respect to or otherwise describe any Products distributed and sold hereunder except in strict accordance with literature relating thereto and written descriptions thereof; (ii) that compliance with all applicable laws and regulations and the accurate translation of any descriptive or operational literature, including the expense thereof, shall be DOT VN's sole responsibility; (iii) not to do anything in violation of the U.S. Import and Export Administration statutes and regulations, or similar laws and regulations within the Territory; (iv) to comply with all laws applicable to the performance of the Agreement, including the Anti-Kickback Act (41 U.S.C. §§ 51-58) and the Byrd Amendment (31 U.S.C. § 1352); and (v) to immediately bring to the attention of E-BAND any improper or wrongful use in the Territory of E-BAND's patents, trademarks, copyrights, emblems, designs, models or similar industrial or commercial rights which come to DOT VN's notice.

3.8 Pricing. DOT VN agrees to follow the pricing structure and policy of the Product per Exhibit A. DOT VN shall have discretion to establish Product pricing within the Territory within the framework of Exhibit A.

ARTICLE 4
ORDERS FOR PRODUCTS

4.1 Purchase Orders. DOT VN shall submit purchase orders for the products to E-BAND in writing or by facsimile which shall set forth at a minimum:

- 4.1.1 An identification of the Products ordered,
- 4.1.2 Quantity,
- 4.1.3 Requested delivery dates, and
- 4.1.4 Shipping instructions and shipping address.
- 4.1.5 Billing instructions and billing address

The terms and conditions of this Agreement shall apply to and govern all orders for Products submitted to E-BAND by DOT VN. Nothing contained in any such orders shall in any way modify such terms and conditions or add any additional terms and conditions except as otherwise agreed to in writing by the parties hereto. In the event of any conflicting terms between any purchase order and this Agreement, the terms and conditions set forth herein shall control.

4.2 Delivery Terms. Purchase orders matching forecasted volumes will be delivered FOB San Diego within 30 days from accepted purchase order. Orders not included in forecasted volumes will be shipped FOB San Diego per date provided to DOT VN upon acceptance of such non-forecasted orders. E-BAND shall inform DOT VN of any delay in shipment for accepted purchase orders. If such unexpected delay occurs DOT VN shall have the right to cancel such accepted but delayed purchase order.

ARTICLE 5
PRICES AND PAYMENT

5.1 Prices. The E-BAND List Price and related discount to DOT VN for distribution of the Product is expressed in Exhibit A.

5.2 Price Changes. E-BAND shall inform DOT VN of any price changes at least 30 days before such pricing comes into effect. DOT VN shall during the term of this agreement be eligible for lowest pricing of the Product offered by E-BAND to any channel partner in the Territory, subject to related volume and quota requirements to be eligible for such lower price level.

(a) Price Increase. In the event E-Band increases the price for any E-Band Product, the increase shall apply to: any order received by E-Band after the effective date of the increase; and any order or portion thereof to be shipped after the effective date of the increase regardless of the date the order was received; provided, however, that any order or portion thereof transmitted by DOT VN prior to E-Band's announcement of the increase and affected thereby, may be cancelled without penalty by DOT VN by written notice to E-Band within ten (10) days of such announcement.

(c) Price Decrease. In the event that E-Band decreases the price for any E-Band Product, the decrease shall apply to all units of such product in DOT VN's inventory that are still new as of the effective date of the decrease, and that had been shipped to DOT VN no more than ninety (90) days prior to such effective date. For each unit of product as to which this section applies, DOT VN will receive a credit against the price of a subsequent unit purchased from E-Band within ninety (90) days of the effective date of the price decrease.

5.3 Payment Terms. All payments hereunder shall be made on Net 30 terms in U.S. Dollars or such other currency as may be mutually agreed upon shipment of Products by E-BAND to the Company at the shipping address set forth in the Purchase Order. Payment Terms are pending E-BAND's credit approval of DOT VN.

5.4 Record-keeping. DOT VN agrees to keep accurate records of sales, revenues received, discounts provided, and resale customers related to and from the distribution of Products during the term of this Agreement and for a period of twelve (12) months thereafter (the "Reporting Period"). During the Reporting Period, DOT VN agrees to provide a copy of such report monthly to E-BAND.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties by E-Band.

6.1.1 Organization. E-BAND is a corporation duly organized, validly existing and in good standing under the laws of the state of California.

6.1.2 Authority; Consents and Approvals; No Violations. E-BAND has the full corporate power and authority and legal right to execute and deliver this Agreement, and otherwise to perform its obligations hereunder. This Agreement has been validly executed and delivered by E-BAND and will constitute a valid and binding obligation of E-BAND enforceable in accordance with its terms, except to the extent such enforceability may be limited by the effects of bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, and by the effect of general principles of equitable law, regardless of whether such enforceability is considered in a proceeding in equity or at law. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate any provision of E-BAND's Certificate of Incorporation or Bylaws or violate, conflict with, result in a breach of or constitute (with or without due notice, lapse of time or both) a default under any agreement, license, contract, franchise, permit, indenture, lease, or other instrument to which E-BAND is a party, or by which it or any of its assets are bound.

6.1.3 Intellectual Property. E-BAND warrants and represents that the exercise of any rights by DOT VN in accordance with this Agreement will not infringe upon the any right of any third party.

E-BAND further represents and warrants that:

- (1) All intellectual property that E-BAND uses and provides to DOT VN does not infringe any patent, trademark, trade name, copyright or title.
- (2) E-BAND has taken all reasonable steps to secure such licenses and/or patents, trademarks, trade name or copyright related to the production, sale and operation of the Products.
- (3) Unless otherwise expressly provided in writing prior to delivery of the Products, E-BAND is the sole owner of all Products provided to DOT VN, and no rights have been granted, or will be granted in the Products that are inconsistent with the rights granted in this Agreement.
- (4) E-BAND grants and assigns to DOT VN the benefit of all warranties and representations made for E-BAND's benefit by any third party with respect to the Products.
- (5) That there are no liens, encumbrances and/or obligations in connection with the Products, the technology upon which the Products are based or any of the intellectual property of E-BAND other than such liens, encumbrances and/or obligations specifically set forth herein or that will not have a materially adverse effect on the consummation of the transactions contemplated hereby.

6.2 Representations and Warranties by DOT VN.

6.2.1 Organization. DOT VN is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware.

6.2.2 Authority; Consents and Approvals; No Violations. DOT VN has the full corporate power and authority and legal right to execute and deliver this Agreement, and otherwise to perform its obligations hereunder. This Agreement has been validly executed and delivered by DOT VN and will constitute a valid and binding obligation of DOT VN enforceable in accordance with its terms, except to the extent such enforceability may be limited by the effects of bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, and by the effect of general principles of equitable law, regardless of whether such enforceability is considered in a proceeding in equity or at law. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate any provision of DOT VN's Certificate of Incorporation or Bylaws or violate, conflict with, result in a breach of or constitute (with or without due notice, lapse of time or both) a default under any agreement, license, contract, franchise, permit, indenture, lease, or other instrument to which DOT VN is a party, or by which it or any of its assets are bound.

ARTICLE 7
ACCEPTANCE AND WARRANTY

7.1 Acceptance of Products. In the event of any shortage, damage or discrepancy in or to a shipment of Products, DOT VN shall promptly report the same to E-BAND and furnish such written evidence or other documentation. Upon notice of such shortage, damage or discrepancy, E-BAND shall promptly deliver additional or substitute Products to DOT VN in accordance with the delivery procedures set forth herein.

7.2 Product Warranty. E-BAND warrants for a period of one (1) year after the date of delivery in accordance with Article 4.2 hereof that the Products shall be free from defects in material and workmanship per E-BAND's standard warranty in Exhibit D E-BAND shall, in the event of breach, provide at no charge to DOT VN conforming replacement or substitute Products. The Warranty will be provided in accordance to E-BAND's standard terms and conditions in effect at a given time

7.3 Technical Support and Training. DOT VN shall be responsible for level one and level two support, and E-BAND shall be responsible for level three support according to Exhibit C. DOT VN will assign at least two dedicated Trainers for the E-BAND Product. E-BAND will train the DOT VN trainers to secure support according to Level 1 and 2 per Exhibit C. Such training can be scheduled at the E-BAND site in San Diego as needed but with 15 days notice by DOT VN to E-BAND. E-BAND shall provide training to DOT VN Trainers and other personnel at site in Territory upon first delivery of trial equipment and second, upon shipment of first commercial purchase order or as otherwise agreed with DOT VN.

7.4 Disclaimer. **IT IS EXPRESSLY AGREED THAT THE WARRANTY SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF DOT VN, ITS CUSTOMERS AND END USERS. UNDER NO CIRCUMSTANCES SHALL E-BAND BE LIABLE FOR ANY COSTS, LOSS, EXPENSE, DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MANUFACTURE, SALE, USE OR REPAIR OF PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY. IN NO EVENT WILL LIABILITY EXCEED THE DOT VN LIST PRICE OF THE APPLICABLE PRODUCT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. THE WARRANTY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED ARISING BY LAW, CUSTOM, BY ORAL OR WRITTEN STATEMENTS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND ANY DUTIES OF LACK OF NEGLIGENCE OR WORKMANLIKE EFFORT ARE HEREBY DISCLAIMED BY E-BAND, ITS LICENSORS AND REPRESENTATIVES.**

ARTICLE 8
CONFIDENTIALITY

8.1 Acknowledgment. Both Parties acknowledge and agree that both the DOT VN Information and the E-BAND Information (collectively the "Information") is confidential and proprietary. The Parties agree not to use the Information during the term of this Agreement for any purpose other than as permitted or required for the performance by each Party hereunder. The Parties further agree not to disclose or provide any such Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors, or consultants during the term hereof. Nothing contained herein shall prevent either Party from using disclosing or authorizing the disclosure of any Information which (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was independently developed by the receiving party without any use of the Information; or (iii) became known to the receiving party, without restriction, from a source other than the disclosing party, without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights. In addition, the receiving party may disclose the other party's Information as required under applicable law or regulation, including rules of any applicable securities exchange, or pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party will provide prompt prior notice of such disclosure to the disclosing party to enable the disclosing party to seek a protective order or otherwise restrict such disclosure.

ARTICLE 9
INTELLECTUAL PROPERTY

9.1 Use of Trademarks. E-BAND hereby grants to DOT VN a non-exclusive, and royalty-free right and license to use the E-BAND trademarks specified in Exhibit E attached hereto, as such Exhibit may be modified from time to time during the term of this Agreement, in connection with the sale or other distribution, promotion, advertising and maintenance of the Products in the Territory. E-BAND does further grant DOT VN the right to allow resellers, sub-distributors or agents of DOT VN to use E-BAND trademarks in furtherance of marketing, promotion and sale of E-BAND Products in the Territory.

9.2 Registration and IP Protection. E-BAND shall use best efforts to register the E-BAND Intellectual Property specified in Exhibit E, as such Exhibit may be modified during the term of this Agreement, in such jurisdictions in which E-BAND determines that registration is necessary or useful to the successful distribution of Products. In addition, in the event E-BAND believes that it is advisable to effect any filing or obtain any governmental approval or sanction for the use by DOT VN of any of E-BAND'S trademarks pursuant to this Agreement, the parties shall fully cooperate to do so. All expenses relating to the registration of E-BAND'S trademarks in the Territory as well as the making of any filing or obtaining any governmental approvals for the use by DOT VN of E-BAND'S trademarks shall be borne by E-BAND.

9.3 Termination of Use. DOT VN acknowledges E-BAND'S proprietary rights in and to E-BAND'S trademarks and trade names and DOT VN hereby waives all rights to any trademarks, trade names, and logotypes now or hereafter solely originated or licensed by E-BAND.

9.4 Ownership. DOT VN agrees not to modify, adapt, prepare derivative works from, decompile, or disassemble the Products. DOT VN further agrees not to, at any time, remove, obscure, or alter E-BAND's copyright notice, logos, trademarks, or other proprietary rights notices affixed to or contained within the Products. Other than as permitted herein, DOT VN will not display or otherwise use, remove, obscure, alter or permit any person or entity under its control to display or otherwise use remove, obscure, alter any of the trademarks, service marks, trade names, copyrights or other proprietary designations, or any variations or combinations thereof, owned by E-BAND, without the prior express written consent of E-BAND. DOT VN will send for appropriate approval, prior to the use of any trademark, service mark, trade name, copyright or proprietary designation, or any variation or combination thereof, a sample of each letterhead, invoice, price list, label, packaging material, sign, brochure, and all other advertising, promotional, printed or other material displaying or otherwise using the trademark, trade name, service mark, copyright or other proprietary designation, or combination or variation thereof, and will display or otherwise use only such material as E-BAND appropriately consents in writing to be displayed or otherwise used. Any such approval shall not grant to DOT VN, by implication or otherwise, any ownership or other intellectual property right in or to such trademarks, service marks, trade names or other intellectual property rights owned or controlled by E-BAND.

ARTICLE 10
INDEMNIFICATION

10.1 E-Band's Obligations. E-BAND shall, at its own expense, defend any suit instituted against DOT VN which is based on any allegation that any Products manufactured by E-BAND and sold to DOT VN hereunder injure or cause harm to a consumer of E-BAND'S Products due to product defect unless caused by DOT VN. E-BAND shall further defend DOT VN against any suit instituted against DOT VN which is based on any allegation that any Products manufactured by E-BAND and sold to DOT VN hereunder constitute an infringement of any patent unless such Products are modified by DOT VN or its agents, subdistributors or resellers. E-BAND shall indemnify DOT VN against any award of damage and costs made against DOT VN by a final judgment of a court of last resort due to the breach of any representation, warranty or covenant in this Agreement by E-BAND, or if it is determined that any injury or patent infringement has resulted from the action or omission of action by E-BAND, unless caused by the gross negligence or intentional misconduct of DOT VN.

10.2 Dot VN's Obligations. DOT VN shall, at its own expense, defend any suit instituted against E-BAND which is based on any allegation that any Products sold by DOT VN hereunder injure or cause harm to a consumer of E-BAND'S Products due to action or omission of action by DOT VN. DOT VN shall further defend E-BAND against any suit instituted against E-BAND which is based on any allegation that any Products manufactured by E-BAND and sold to DOT VN hereunder constitute an infringement of any trade mark, trade name, logotype or brand name originated by DOT VN. DOT VN shall indemnify E-BAND against any award of damage and costs made against E-BAND by a final judgment of a court of last resort due to the breach of any representation, warranty or covenant in this Agreement by DOT VN, or if it is determined that any injury or trademark infringement has resulted from the action or omission of action by DOT VN, unless caused by the gross negligence of intentional misconduct of E-BAND.

ARTICLE 11
TERM AND TERMINATION

11.1 Term. This Agreement shall take effect in Territory as of the Effective Date and shall continue for a period of three (3) years. Thereafter, this Agreement shall be renewed annually, one year at a time, provided that Parties have given each other mutual renewal notice. Such notice of renewal shall be presented and confirmed in writing or facsimile no later than sixty (60) days prior to the end of the term of this Agreement, as long as next year's quota in Vietnam is mutually agreed and confirmed by Purchase Order to E-BAND at such time of renewal.

11.2 Termination. Notwithstanding the provisions of Article 11.1 above, this Agreement may be terminated in accordance with the following provisions:

11.2.1 Either party hereto may terminate this Agreement at anytime by giving notice in writing to the other party, which shall be effective upon dispatch, should the other party file a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of its creditors, go into liquidation or receivership; or otherwise lose legal control of its business or should the other party or a substantial part of its business come under the control of a third party

11.2.2 Either party may terminate this Agreement by giving notice in writing to the other party should an event of Force Majeure continue for more than six (6) months as provided in Article 12.2 below;

11.2.3 Either party may terminate this Agreement by giving notice in writing to the other party in the event the other party is in material breach of this Agreement and shall have failed to cure such breach within thirty (30) days of receipt of written notice thereof from the non-breaching party;

11.2.4 Either party may terminate this Agreement on sixty (60) days prior written notice, provided that, upon termination all obligations pursuant to an issued and accepted PO shall remain in full force and effect.

11.3 Rights and Obligations upon Termination. In the event of termination of this Agreement for any reason, the parties shall have the following rights and obligation:

11.3.1 Termination of the Agreement shall not release either party from the obligation to make payment on all amounts due as of the date of Termination or due with respect to delivered or pending orders, but shall release DOT VN of any further obligation to purchase Products. Termination, unless due to material breach of this Agreement by DOT VN shall not release E-BAND from fulfilling accepted and confirmed purchase orders;

11.3.2 E-BAND shall have the right at its option to repurchase any part or all of DOT VN's inventory of Products, not committed or sold to a customer, in DOT VN'S possession as of the termination date at E-BAND'S invoiced price, less any amount for excessive wear and tear, plus freight to the original port of origin.

11.3.3 DOT VN'S obligations pursuant to Article 8 hereof shall survive the termination of this agreement;

11.3.4 Upon termination of this Agreement, DOT VN will cease to display or otherwise use all trademarks, service marks, trade names, copyrights, other proprietary designations, and variations and combinations thereof, for which consent to display or otherwise use was granted, and will deliver to E-BAND or destroy them, at E-BAND's sole discretion, free of any charge, all materials of any type or kind displaying or otherwise using the same which are in DOT VN's control.

ARTICLE 12
FORCE MAJEURE

12.1 Definition. Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part, the performance by one of the parties of its obligations hereunder or which renders such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, riots, disturbance, war, strikes, terrorism, lockouts, slowdowns, prolongs shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by E-Band of its obligations hereunder shall constitute an event of Force Majeure.

12.2 Notice. Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the event of Force Majeure, and its cause and possible consequences. The party claim Force Majeure shall promptly notify the other party of the termination of such event.

12.3 Suspension of Performance. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

12.4 Termination. Should the period of Force Majeure continue for more than six (6) consecutive months, either party may terminate this Agreement without liability to the other party except for payments due to such date, upon giving written notice to the other party.

ARTICLE 13
FUTURE ENDEAVORS

13.1 E-BAND and DOT VN will explore the possibility of additional partnership opportunities, including but not limited to, manufacturing, service and repair.

13.2 E-BAND and DOT VN agree that both parties will mutually agree upon the appropriate business model for all jointly created new ventures.

ARTICLE 14
MISCELLANEOUS

14.1 Relationship. This Agreement does not make either party the employee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor. Any place or places of business maintained by DOT VN in connection with the performance of this Agreement shall be maintained at DOT VN's own name. DOT VN agrees to indemnify, defend and hold E-BAND harmless from any and all claims against E-BAND from DOT VN's acts or failure to act when required to do so.

14.2 Assignment. Neither party shall have the right to assign or to otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other party. Further any successor in interest by merger, operation of law, assignment, purchase or otherwise of the entire party shall acquire all rights and obligations of such party hereunder. Any prohibited assignment shall be null and void. However, this term shall not be construed to limit DOT VN's ability to enter into any partnerships, agreements or subcontracting relationships as DOT VN may deem necessary, in its sole discretion, to conduct business within the Territory. If such other party consents as stated above, any potential assignee must agree to abide by the terms and conditions of this Agreement. "Assignment" shall be deemed to include the transfer of substantially all the assets of, or majority interest in the voting stock of, either party, or the merger of either party with one or more third parties.

14.3 Disputes. In the event of any dispute, the parties respective decision makers agree to meet within ten (10) business days and in good faith seek an informal resolution of the disputed issue. If no resolution is reached, the parties agree to submit any claim, dispute or controversy ("Claim") against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, to binding arbitration to be administered by JAMS under its Streamlined Rules, unless the parties otherwise agree. The sole arbitrator shall have the power to determine issues of arbitrability, and shall apply the laws of the State of California, except for, and limited only to claims or issues where California law is preempted by federal statute. All other issues shall be governed by applicable California law, excluding the Convention on Contracts for the International Sale of Goods and that body of law known as conflicts of laws.. If the parties cannot agree on a single arbitrator, a panel of 3 arbitrators shall be employed, the parties each selecting one arbitrator, and the two arbitrators so selected shall choose a third "independent" arbitrator. All arbitrators must either be licensed attorneys or retired judges. The parties shall have right to full discovery to the extent permitted by the California Code of Civil Procedure and California Rules of Court applicable to judicial arbitrations. The arbitrator(s) shall be empowered to appoint experts and/or consultants, resolve discovery disputes grant equitable relief, compensatory and punitive damages, and grant any relief a party could obtain in an action initiated in the a California Superior Court, proceed ex-parte should one party fail to appear, and grant any other type of relief appropriate to the particular circumstances. The arbitrator shall have the power to award the prevailing party its litigation expenses including reasonable attorneys fees and costs, and expert witness fees. The hearing shall take place within 6 months of submission to arbitration. No pre-hearing motions may be filed, other than with respect to requests for injunctive relief and discovery disputes. The arbitration hearing will be held in San Diego, California. Judgment may be entered in any court of competent jurisdiction. The parties agree that all proceedings are confidential until 30 days after the award is made. In the event the losing party fully complies with all aspects of any adverse decision, including payment of all amounts awarded to the other party, the matter shall be sealed and remain confidential in perpetuity.

14.4 Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by each of the parties hereto, or their respective permitted successors in interest. Exhibits may be updated continuously after agreement and signature by both parties.

14.5 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. In addition, no such written waiver or estoppel that is in effect shall be deemed to be a continuing waiver unless specifically stated therein, shall operate only as to the specific term or condition waived and shall not constitute a waiver as to any act other than that specifically waived or as to any term, condition or obligation that comes into effect subsequent to the written waiver.

14.6 Agreement in Counterparts. This Agreement may be executed in counterparts, each of which thus executed shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement, binding upon the parties hereto, their administrators, successors and permitted assigns.

14.7 Severability. If any provision of this Agreement, or the application thereof, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement shall remain in full force and effect between the parties to the greatest extent permitted by law unless the invalidity or unenforceability of such provision or provisions destroys or materially impairs the basis of the bargain between the parties as contained in this Agreement.

14.8 Captions; References. Article and paragraph headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Whenever the terms "hereof", "hereby", "herein" or words of similar import are used in this Agreement they shall be construed as referring to this Agreement in its entirety rather than to a particular paragraph or provision, unless the context specifically indicates to the contrary. Any reference to a particular or "Paragraph" or "Article" shall be construed as referring to the indicated paragraph or section of this Agreement unless the context specifically indicates to the contrary.

14.9 Notices. Any notice, direction or other instrument required or permitted to be given under or in connection with this Agreement shall be effective when either delivered personally, mailed by certified mail, return receipt requested (with postage prepaid), to the addresses listed below, or deposited with Federal Express or other reputable courier (with fee prepaid) for overnight delivery to the addresses listed below:

If to DOT VN:

DOT VN, INC.
Attn: Legal Department
9449 Balboa Avenue, Suite 114
San Diego, CA 92123

If to E-BAND:

E-BAND COMMUNICATIONS CORP.
Attn:
10095 Scripps Ranch Ct., Suite A
San Diego, CA 92131

With a Copy to:

Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the party at its new address, as so noticed.

14.10 Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire Agreement of the parties and supersedes all previous and contemporaneous communications, oral, implied or written, and all other communications between them relating to the subject matter thereof. No representations or statements of any kind in relation to the subject matter hereof made by either party, which are not expressly stated herein, shall be binding on such party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, thereunto duly authorized on the day and year above written.

E-BAND COMMUNICATIONS CORP.

By /s/ Saul Umbrasas
Saul Umbrasas, Chief Marketing Officer

DOT VN, INC.

By /s/ Lee Johnson
Lee Johnson, President

**DOT VN, INC.
100% CONVERTIBLE PROMISSORY NOTE**

\$2,160,766.52

SAN DIEGO, CALIFORNIA

AUGUST 14, 2008

DOT VN, INC., a Delaware corporation (“Maker” or “Company”), hereby promises to pay to the order of **THOMAS JOHNSON**, (“Holder”), an individual or his assigns the sum of Two Million One Hundred Sixty Thousand, Seven Hundred Sixty Six Dollars and Fifty-Two Cents (**\$2,160,766.52**), with interest at the rate of eight (8%) per annum accruing from the date of this 100% Convertible Note (“Note”) until paid in full. All outstanding principal and accrued and unpaid interest shall become due **February 15, 2009** (the “Due Date”).

All payments due and owing under this Note shall be subject to the terms and conditions set forth herein.

1. Agreement.

The Note is issued in connection with certain Executive Employment Agreements between Company and Holder, which are hereby incorporated by reference, in satisfaction of accrued salary and interest accruing since January 31, 2003 through June 30, 2007 and replaces that certain 100% Convertible Promissory Note dated August 1, 2007, which is deemed extinguished.

2. Register.

The Company shall keep at its principal office a register in which the Company shall provide for the registration of the Holder of the Note or for the registration of a transfer of the Note to a different Holder.

3. Loss Theft, Destruction or Mutilation of the Note.

Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of the Note and, in the case of any such loss, theft or destruction, upon receipt of an indemnity bond in such reasonable amount as the Company may determine (or if such Note is held by the original Holder, of an unsecured indemnity agreement reasonably satisfactory to the Company) or, in the case of any such mutilation, upon surrender and cancellation of such Note, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Note, a new Note of like tenor and unpaid principal amount and dated as of the date to which interest has been paid on the Note so lost, stolen, destroyed or mutilated.

4. Registered Holder.

The Company may deem and treat the person in whose name any Note is registered as the absolute owner and Holder of such Note for the purpose of receiving payment of the principal of and interest on such Note and for the purpose of any notices, waivers or consents thereunder, whether or not such Note shall be overdue, and the Company shall not be affected by notice to the contrary. Payments with respect to any Note shall be made only to the registered Holder thereof.

5. Surrender of the Note.

The Company may, as a condition of payment of all or any of the principal of, and interest on, the Note, or its conversion, require Holder to present the Note for notation of such payment and, if the Note be paid in full or converted at the election of Holder as herein provided, require the surrender hereof.

6. Conversion.

At any time prior to or at the Due Date, at the option of the Holder, all principal and accrued interest due on this Note (the "Convertible Amount") may be converted at \$1.43 per share of common stock (the "Conversion Price"). The Conversion Price shall be adjusted downward in the event the Company issues common stock (or securities exercisable for or convertible into or exchangeable for common stock) at a price below the Conversion Price, to a price equal to such issue price. The preceding adjustments shall be effective immediately at the time of the issuance of any security (or of any reduction in effective price of any security) on or before the Due Date. In addition, the Conversion Price shall be appropriately adjusted in the case of stock splits, stock dividends, recapitalizations and the like. If, on or prior to the Due Date, Holder has not elected to convert this Note, all outstanding principal and accrued and unpaid interest shall become due and payable.

7. Mechanics of Conversion.

Upon the Company's receipt of written notice of Holder's election to convert the Note, the principal amount of this Note plus any accrued interest shall be deemed converted into such number of shares of the Company's Common Stock as determined pursuant to Section 6, and no further payments shall thereafter accrue or be owing under the Note. The entire balance due and owing under the Note must be converted to Common Stock; no partial conversions will be allowed. Holder shall return this Note to the Company at the address set forth below, or such other place as the Company may require in writing. Within ten (10) days after receipt of this Note, the Company shall cause to be issued in the name of and delivered to Holder at the address set forth above, or to such other address as to which Holder shall have notified the Company in writing, a certificate and a warrant evidencing the securities to which Holder is entitled. No fractional securities will be issued upon conversion of the Note. If on conversion of the Note a fraction of a security results, the Company shall round up the total number of securities to be issued to Holder to the nearest whole number.

8. Notices.

Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given when personally delivered, one business day after deposit with a reputable overnight courier service for next business day delivery, or three days after being sent by certified or registered mail postage prepaid to the addresses set forth below, or such other address as to which one party may have notified the other in such manner.

If to Holder: At the address shown on the Company's records

If to the Company: Dot VN, Inc.
9449 Balboa Ave., Suite 114
San Diego, CA 92123

9. Default.

Upon an Event of Default (as defined in the Agreement) that is not cured within any applicable cure period set forth in the Agreement, and at the option of Holder, or Holder's successors or assigns, Holder may (i) accelerate all amounts due and owing under this Note and demand payment immediately and/or (ii) declare the right to exercise any and all remedies available to Holder under applicable law.

10. Miscellaneous.

(a) Interest hereunder shall be calculated based on eight percent (8%) per annum calculated using a 360-day year composed of 12 30-day months, payable in full, unless otherwise converted to common stock in the Company, at maturity or conversion.

(b) The Company agrees that all Conversion Shares at the time of issuance will be fully paid and non-assessable. Maker shall pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Holder of this Note without suit or action in attempting to collect funds due under this Note or in connection with the issuance of the Conversion Shares. In the event an action is instituted to enforce or interpret any of the terms of this Note, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.

(c) All parties to this Note hereby waive presentment, dishonor, notice of dishonor and protest. All parties hereto consent to, and Holder is hereby expressly authorized to make, without notice, any and all renewals, extensions, modifications or waivers of the time for or the terms of payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Note, or of the performance of any covenants, conditions or agreements hereof or thereof or the taking or release of collateral securing this Note. Any such action taken by Holder shall not discharge the liability of any party to this Note.

(d) The Company may prepay the amount due and owing under this Note.

(e) This Note shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

(f) All payments due and owing under this Note shall be delivered to Holder at the address set forth below unless Holder provides the Company with written notice of a change of such instructions.

(g) Capitalized terms used but not defined in this Note have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the parties execute this Note as of this 14th day of August, 2008.

"Company" and "Maker"
DOT VN, INC.

"Holder"

/s/ Lee Johnson
By: Lee Johnson
Its: President

/s/ Thomas Johnson
Thomas Johnson

DOT VN, INC.
100% CONVERTIBLE PROMISSORY NOTE

\$2,160,766.52

SAN DIEGO, CALIFORNIA

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5. Surrender of the Note.

The Company may, as a condition of payment of all or any of the principal of, and interest on, the Note, or its conversion, require Holder to present the Note for notation of such payment and, if the Note be paid in full or converted at the election of Holder as herein provided, require the surrender hereof.

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8. Notices.

Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given when personally delivered, one business day after deposit with a reputable overnight courier service for next business day delivery, or three days after being sent by certified or registered mail postage prepaid to the addresses set forth below, or such other address as to which one party may have notified the other in such manner.

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10. Miscellaneous.

(a) Interest hereunder shall be calculated based on eight percent (8%) per annum calculated using a 360-day year composed of 12 30-day months, payable in full, unless otherwise converted to common stock in the Company, at maturity or conversion.

(b) The Company agrees that all Conversion Shares at the time of issuance will be fully paid and non-assessable. Maker shall pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Holder of this Note without suit or action in attempting to collect funds due under this Note or in connection with the issuance of the Conversion Shares. In the event an action is instituted to enforce or interpret any of the terms of this Note, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.

(c) All parties to this Note hereby waive presentment, dishonor, notice of dishonor and protest. All parties hereto consent to, and Holder is hereby expressly authorized to make, without notice, any and all renewals, extensions, modifications or waivers of the time for or the terms of payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Note, or of the performance of any covenants, conditions or agreements hereof or thereof or the taking or release of collateral securing this Note. Any such action taken by Holder shall not discharge the liability of any party to this Note.

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IN WITNESS WHEREOF, the parties execute this Note as of this 14th day of August, 2008.

“Company” and “Maker”
DOT VN, INC.

“Holder”

/s/ Thomas Johnson

By: Thomas Johnson
Its: Chief Executive Officer

/s/ Lee Johnson

Lee Johnson