



INDEPENDENT SALES REPRESENTATIVE AGREEMENT

THIS INDEPENDENT SALES REPRESENTATIVE AGREEMENT ("Agreement") is entered into by and between Interactive Telecom Solutions, Inc., a New York corporation, herein referred to as ITS, with offices at 12 Route 17 North, Suite 120, Paramus, NJ 07652 ("Company") and _____, a _____ ("Representative"), with its principal offices located at _____, (collectively the "Parties" or individually a "Party"). This Agreement shall be effective as of the date of signature of the last party to sign ("Effective Date").

WHEREAS, Company wishes to engage Representative on a nonexclusive basis, and in accordance with the terms hereof, to identify opportunities for Company to aggressively market Company services and products to potential third party customers and to assist Company in securing agreements for the purchase of such services and products, and Representative agrees to perform such services on a non exclusive basis to the Company.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services Provided.** From time to time throughout the term of this Agreement, including any renewal term(s), Representative agrees to use all reasonable commercial efforts to solicit orders for the Company's telecommunications services set forth in the "Compensation Plan" attachment noted below ("Company Services") from commercial (i.e. non-residential and non-governmental) users that are not already Company customers. Representative shall present Company's then-current applicable order processing form(s) (collectively "Service Authorization") to prospective users of Company Services. Upon execution of such a Service Authorization, Representative shall immediately provide the original to Company in accordance with Company's then-current procedures. Subject to Company's normal customer acceptance and verification procedures, including, but not limited to, credit approval, Company shall process such a Service Authorization for acceptance and initiation of service. Any entity that orders Company Services from Company through Representative pursuant to, and during the term of, this Agreement, and which order Company accepts, shall be referred to herein as a "Client." Representative shall provide customer support for Clients that is equivalent to that provided by account representatives that are employees of Company, including, but not limited to, (i) making periodic on-site visits and telephone contact, and (ii) if and when requested by Company, assist Company with respect to collecting amounts owed to Company by a Client ("Collection Assistance"). At least once each month, Representative shall meet with a designated Company point of contact at Company's offices to discuss Representative's performance, both past and future, under this Agreement.

2. **Sub-Representatives:** With Company's prior written approval, Representative may employ others to solicit orders for Company Services. Representative shall select its employees and such employees shall be under the exclusive and complete supervision and control of Agent, not of Company. Representative shall ensure that each employee complies fully with Representative's obligations hereunder. Representative shall be solely responsible for full payment of wages and other compensation to all employees engaged by it in the performance of this Agreement, and for full compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, working conditions and payment of taxes, such as unemployment, Social Security and other payroll taxes, including applicable contributions from its employees required by law. Any employees hired by Representative shall be at Representative's own risk and Representative shall not be entitled to rely on any particular level of revenue or sales from activities hereunder in hiring its employees. Representative shall select its employees if any, and such employees shall be under the exclusive and complete supervision and control of Representative, not of Company.

3. **Representative Authority.** Representative is authorized and shall be permitted to represent itself as a Representative for Company solely for the purposes of carrying out its obligations under this Agreement. Representative shall not have the authority to legally bind Company to any third person in any way, or act as Representative for Company for any other purpose other than as set forth herein. Representative is not authorized to negotiate specific transaction terms and conditions except to the extent

authorized in advance in writing by Company on a case-by-case basis. Representative, its Sub-Representatives, parent, subsidiaries and affiliates shall not do any of the following: (i) use Company's name in any public advertising or similar activities without Company's prior written consent; (ii) solicit or take orders for any services offered by Company other than Company Services; (iii) solicit or take orders from any existing customer of Company Services other than Clients from whom Representative has received orders for Company Services; (iv) modify any Company documents without Company's prior written approval, including, without limitation, Service Authorizations, marketing and sales literature, and training material; (v) execute any Service Authorization on behalf of Company; (vi) make any representation to any Client or prospective Client concerning the cost, availability, suitability, or any other aspect of Company Services that goes beyond the representations contained in Company's then-current published sales literature for such services; or endorse, promote, refer, solicit or take orders for any service which competes with Company Services.

4. **Company Support.** Company will provide the following support to Representative at no charge: (i) a reasonable quantity of Company's current marketing and sales literature for Company Services; (ii) ongoing Representative training; (iii) training materials for Representative's trainer(s) to train others at Representative; (iv) routine access to Company's customer support services for the purpose of assisting Representative in providing customer support for Clients.

5. **Terms and Termination.** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year. The term shall be extended automatically beyond the initial term for successive one (1) year periods, provided that this Agreement may be terminated for convenience by either Party upon ninety (90) days written notice to the other Party. If this Agreement is terminated for convenience, then Representative shall receive any Compensation it is otherwise entitled to receive under the terms of this Agreement. Company may terminate this Agreement for cause immediately upon notice to the Representative, without any liability to Representative or any third party, if: (i) Representative fails to perform any provision of this Agreement, and such failure continues uncured for a period of thirty (30) days after the date of notice to Representative from Company identifying the breach; (ii) Company reasonably suspects fraud or material misrepresentation by Representative or any actual or potential third party customer; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Representative has occurred; (iv) any governmental prohibition or required alteration of the Company Services to be provided hereunder; or (v) if any violation of an applicable law, rule or regulation by Representative has occurred; or (vi) if any minimum Client billing amount in the Compensation Plan is not met. If this Agreement is terminated for cause, then Representative shall not receive any further Compensation and any rights to then unpaid Compensation shall immediately revert back to Company.

6. **Compensation.** (A) With respect to each Client for which Representative has specifically enabled the Company to procure, Company shall compensate Representative as set forth in the Compensation Plans attached hereto and incorporated herein by reference. Such Compensation shall be payable only if, after ninety (90) days from the execution of a Company contract, the Client is current in its payments under the Company contract. (B) Representative shall not be entitled to any Compensation from a Company contract entered into with a Client that, at the time of introduction: (i) was a party to a then existing contract to purchase any of the Company Services from Company; (ii) had during the preceding six (6) months received from Company product or pricing information concerning any of the Company Services or products; or (iii) had in the previous year received services from the Company. (C) Company shall have no responsibility to compensate any other Representative or consultant that makes a claim for compensation as a result of the actions of Representative and Representative shall indemnify, defend and hold Company harmless against any such claims. Company will not be responsible for the administration of Compensation splitting arrangements between Representatives and will under no circumstances pay Compensation to multiple Representatives on a contract. (D) Representative shall be deemed to have waived its right to dispute a Compensation payment unless Representative notifies Company in writing of any such dispute within sixty (60) days from the date the Representative received payment. (E) Notwithstanding anything in this Agreement, to the contrary, Company shall have no obligation to pay any Compensation to Representative for any

fraudulent usage under, or abuse of, a Client's account with Company ("Unauthorized Usage"), providing also that, in the event of any payment to Representative included any Compensation based on Unauthorized Usage ("Unauthorized Usage Payment"), Company shall at its option either (i) deduct from Compensation that would otherwise be subsequently due to Representative hereunder an amount equal to the Unauthorized Usage Payment, or (ii) request Representative to refund an amount equal to the Unauthorized Usage Payment. In the case of (ii) proceeding, Representative shall pay such amount within one (1) month of its receipt of Company's request. (F) If Representative fails to provide Collection Assistance for a particular Client, in addition to any other remedies available to Company, Company may suspend its payment of Compensation to Representative for such Client until such time as Representative provides such assistance. (G) Notwithstanding anything in the Compensation Plan to the contrary, Company shall not pay Representative any Compensation for a Client that was previously a customer of Company unless a period of at least six (6) months have elapsed since such Client was previously a customer of Company. No Compensation will be paid for any usage that occurs prior to the Effective Date of this Agreement. (H) It is the sole responsibility of Representative to re-term all customer contracts that they have provided to Company. If Company is forced to re-term Representative contracts on its own, then Representative shall be hit with a 30% compensation deduction based on their attached compensation plans. If Representative is splitting a sale with another Representative, then compensation to either one or both of the Representatives will be lowered.

Company has the right at its sole discretion to lower the compensation to Representative if Representative does not place a minimum of two new orders each calendar year with Company starting with the first full calendar year of this Agreement.

7. Costs and Expenses; Licensing. The Parties shall each be responsible for their own costs and expenses relating to the Services hereunder. Representative is solely responsible for complying with all laws, rules and regulations, including, without limitation, licensing, brokerage or agency requirements, costs and fees. If any such costs or fees or any taxes or other charges are imposed or imputed on Company, the Compensation will be paid to Representative net of any such amounts. Company will use reasonable commercial efforts to provide Representative marketing and training materials or other relevant and appropriate information regarding Company Services; provided however, that Company does not guarantee the availability of such materials, training or information and shall not be liable for any unavailability of such materials or information. The Company is under no obligation to reimburse Representative for independently-produced marketing materials.

8. Company Rights: In addition to any other rights, Company may do any or all of the following at any time: (i) reject an order from a prospective Client or terminate any Client's service for any business reason (Company shall notify Representative of any such rejection or termination); (ii) contact a prospective Client and, with the prospective Client's consent and in consultation with Representative, modify any Service Authorization(s) submitted by Representative if Company determines, in its sole discretion, that a Company product other than that solicited by Representative ("Alternate Product") should be provided by Company to such Client. (If an Alternate Product is sold to Client by Company, Company shall so notify Representative and pay Representative Compensation based on the Alternate Product.); (iii) at its sole discretion, enter into arrangements of any kind whatsoever with others regarding marketing Company Services or any other services offered by Company to any entity; (iv) at its sole discretion, establish and modify pricing for Company Services or any other services offered by Company to any entity; and (v) if Company is providing telecom services for Representative pursuant to a separate agreement between the parties and Representative fails to make timely payment for such service, deduct from any Compensation due Representative hereunder an amount equal to the amount that is due to Company under the other agreement.

9. Nonexclusive Agency; Non-Competition. (A) Representative agrees that its rights to market Company Services and products and to locate potential customers for Company Parties are non-exclusive and that Company may, at its sole discretion, enter into agreements with other parties to market Company Services or use its own sales force to locate potential customers. (B) During the term of this Agreement and for a period of 2 years following the later to occur of (i) the termination or expiration of this Agreement and (ii) the final payment to Representative pursuant to this Agreement (the "Non-Compete Period"), Representative shall not, directly or indirectly, induce any then-existing Client (a "Current Client") to terminate any Company Services. In the event that Representative breaches this Section 9 and induces a Current Client to terminate Company Services, Representative shall be

liable to Company for direct damages incurred by Company, which such direct damages are hereby established as 120% of the compensation paid to Representative with respect to such Current Client pursuant to this Agreement. In addition, Company may terminate all future Compensation with respect to any other Clients that Representative may have otherwise been entitled to receive. Company will have the right to set-off these damages against any unpaid Compensation. To the extent that unpaid Compensation does not cover the full amount of the damages, Company will have the right to collect the balance of the damages.

10. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST BUSINESS PROFITS OR THE LOSS, DAMAGE OR DESTRUCTION OF DATA, PROFIT OR GOODWILL EVEN IF SUCH PARTY HAS BEEN ADVISED OF SAME NOR SHALL EITHER PARTY'S LIABILITY IN ANY EVENT EXCEED THE AMOUNTS PAID TO REPRESENTATIVE BY COMPANY HEREUNDER FOR THE MONTH DURING WHICH SUCH LIABILITY ARISES. COMPANY WILL NOT BE LIABLE FOR DAMAGES CLAIMED AS A RESULT OF (1) FAILURE OR DELAY BY COMPANY IN APPROVING PROSPECTIVE CLIENTS OR (2) ANY NONPROVISION OF COMPANY SERVICES. Neither party shall be liable for any failure to perform under this Agreement resulting from acts of God, civil or military authority, terrorism, war, accidents, fires, explosions, earthquakes or floods; provided that any such event is beyond the party's reasonable control and not caused by fault or negligence.

11. Indemnifications; Fraud. Representative shall indemnify and hold Company, its stockholders, officers, directors, employees and Representatives harmless from any and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, fraud, material misrepresentation, negligence, intentional misconduct or violation of any applicable law or governmental regulation by Representative under this Agreement.

12. Confidentiality. "Confidential Information" as used herein means any information which the disclosing Party considers proprietary or confidential and identifies in writing or orally to be confidential or proprietary, but shall not include (i) information which at the time of disclosure was already in the public domain; (ii) information which subsequent to disclosure is made public through no fault of the receiving Party; (iii) information which was lawfully in its possession prior to disclosure, independently developed by it without access to or use of any of the disclosing Party's confidential information, or (iv) information lawfully received from a third party who was not subject to confidentiality obligations with respect to such information. Each Party will safeguard and prevent the disclosure to any third party the Confidential Information of the other, exercising a standard of care not less than that used by the receiving Party to protect its own confidential information. Each Party shall, upon the request of the other party or upon the termination or expiration of this Agreement, return or destroy all tangible copies of any Confidential Information of the other Party in its possession, and shall further delete or destroy any copies of such Confidential Information stored in any computer memory or electronic storage device. The requirements of this section will survive the termination or expiration of this Agreement but terminate with respect to any particular information two (2) years after the termination of this Agreement.

13. Modifications to Company Services. The Representative understands and agrees that Company may, from time to time in its sole discretion, and without any liability to Representative or any third party, vary the services and products offered, their specifications or the scope of the Company Services or Company products. If Company does make such material changes to the Services, Company shall provide Representative with notice of the changes as soon as reasonably possible. After the date of such notice, Representative shall immediately inform any prospective customers of the material changes and market the Company Services or Company products as modified.

14. Notices. All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by recognized national or international overnight courier service (if sent by overnight delivery) or three (3) business days after deposit via certified or registered U.S. mail, return receipt requested, in each case addressed as follows (provided that such addresses may be amended from time to time):



Company
Interactive Telecom Solutions, Inc.
12 Route 17 North
Suite 120
Paramus, NJ 07652
Attn: Brett Diamond or Keith Muller
Representative

15. No Waiver. The failure of either Party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision of this Agreement.

16. Binding Effect; Amendment; Assignment; Merger. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns permitted under this section. This Agreement may not be amended except by an instrument in writing, executed by authorized representatives of both Parties. Neither Party may assign or transfer its rights or obligations under this Agreement without the written consent of the other Party, except: (a) to any subsidiary, parent company, or affiliate of that Party; (b) pursuant to any sale or transfer of substantially all of the business of that Party; or (c) pursuant to any financing, merger, or reorganization of that Party. Any assignment of this Agreement in violation of this section shall be void. This Agreement, including the exhibits attached hereto, embodies the Parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

17. Relationship of the Parties. Each Party hereto shall conduct itself under this Agreement as an independent contractor and not as a partner, joint venture or employee of the other Party. Nothing contained in this Agreement shall be deemed to form a partnership or joint venture between the Parties or to confer rights on any third party. This Agreement shall not give rise to any third party being a third party beneficiary or being entitled to any rights whatsoever.

18. Further Assurances. Representative shall, at its own cost and expense, execute and deliver such further documents and instruments and shall take such other actions, including providing documentation demonstrating Client's intention to purchase services, as may be reasonably required or deemed appropriate by Company to carry out the intent and purposes of this Agreement.

19. Compliance with Laws. In the course of performance of its obligations under this Agreement, each party agrees to comply with applicable federal, state and municipal laws and ordinances, and all rules and regulations thereunder.

20. Use of Name and Trademarks. Representative may redistribute Company's marketing materials provided for such purchases without penalty. Representative shall be permitted to use Company's name and logo in conjunction with Representative's duties hereunder; provided that such use shall be in strict conformance with any use guidelines or instructions provided by Company and Company may revoke such permission at any time in Company's sole discretion. Except as set forth herein, Representative may not use the name, logo, trademarks, service marks or other proprietary identifying marks of Company without Company's express advanced written permission. Except as required by law, neither of the Parties will issue any public report or statement or otherwise release any information pertaining to the matters contemplated by this Agreement without the prior written consent of the other Party except that either Party may disclose this Agreement in connection with any financing, merger or acquisition transactions or discussions.

21. Governing Law. This Agreement and all matters arising herefrom shall be governed by, and construed in accordance with, the law of the State of New York, without regard to the choice or conflicts of law provisions thereof.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

23. Severability: In the event that any provision of this Agreement shall be held by a court to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unlawful or unenforceable provision shall be modified to be lawful and enforceable, provided that this Agreement, as so modified, is consistent with the parties original intent when this Agreement was executed.

IN WITNESS WHEREOF, the Parties have executed this Independent Sales Representative Agreement as of the day and year first written above.

Representative

Signed: _____
Name: _____
Title: _____
Date _____
Email: _____
Phone: _____
Address1: _____
Address2: _____
City, State, Zip: _____

ITS, Inc.

Assigned ITS Sales Rep: _____
Signed: _____
Name: Brett Diamond or Keith Muller
Title: President - CEO
Date _____