

Independent Sales Agent Agreement

This agreement is made between TeleComp, Inc. ("Company" or "TeleComp"), of 1720-6 S. Walton Blvd, Bentonville, AR 72712, and _____, Proposed Subcontractor, Independent Sales Agent ("ISA").

WHEREAS, the **ISA** desires to sell Company's services in accordance with the terms and conditions of this Agreement.

I. ISA specific terms and conditions

1. Independent Sales Agent (**ISA**) agrees to represent and sell the Company's products / services:

<u>Carrier / Provider</u>	<u>Service</u>
AT&T	LOCAL / LD VOICE, MPLS, Data, Internet, Wireless - MOKAT - (MO, OK, KS, AR, TX), and AT&T areas in 22 United States, Nationwide, and Internationally
CenturyLink	LOCAL / LD VOICE, MPLS, Data, Internet
Windstream (CLEC territories)	LOCAL / LD VOICE, MPLS, Data, Internet – see map.
Broadvox SIP	SIP Trunk provider
Wireline Clearinghouse	LOCAL / LD VOICE, MPLS, Data, Internet

Initials _____

Audio/WebEx Conferencing Clearinghouse

Please ask for approval Networking / Cabling, MCSE, Cisco, VOIP,
Consulting, Auditing

TeleComp Wholesale of Hardware, Phone / Computers,
Servers, ShoreTel VoIP, Aerohive WLAN
Video Conferencing Products (LifeSize, Vidyo,
VTEL)

2. Company hereby appoints **ISA** as an authorized **non-exclusive** independent representative to sell and promote all services provided by Company in the following geographical area, hereinafter referred to as "Territory". United States, in which carrier or company provides services.

3. **ISA** agrees to accurately represent and state Company provided information to all potential and present customers.

4. **ISA** agrees to Email in all leads, sales, and technical applications to the company. **ISA agrees to provide a LOA (Letter of Authorization) for each potential customer to the company upon request.**

Contact Information

Zack Thomas, Regional Sales Manager, 888-831-9400, zack@telecomp.com

Roger Thomas, CEO, 866-801-0278, roger@telecomp.com

Gino Capito, President and CTO, gino@telecomp.com

5. **ISA** agrees to inform either Zack or Roger of TeleComp (listed above), or the first available in case of emergency, of all problems concerning Company customers within the sales territory.

Initials _____

6. **ISA** agrees to provide company with 30 - days' notice should the **ISA** intend to terminate this agreement for any reason.

7. **ISA** agrees to return promptly all materials and samples provided by the Company to the **ISA** if either party terminates this agreement.

8. During the term of this Agreement and for 2 year(s) after it's termination, **ISA** and Company shall not, directly or indirectly, without the prior written consent of the other party, solicit for its own benefit, or for the benefit of any entity or person, any of the current customers of the other party, nor shall either party hereto divulge to any other entity or person any information or fact relating to the management, business (including prospective business), finances, contracts or customers of the other party hereto which is not freely available to the public.

9. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Company and **ISA**. **ISA** shall be an independent contractor. Company shall not be responsible for or required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to **ISA** under this Agreement. **ISA** shall not be considered an employee of Company and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees. **ISA** shall be free to utilize his / her time, energy and skill in such manner as he / she deems advisable to the extent that he / she is not otherwise obligated under this Agreement.

10. **ISA** shall bear any and all costs or expenses incurred by **ISA** to perform his / her obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses and telephone and internet expenses.

11. The rights and duties **ISA** has under this Agreement are personal and may not be assigned or delegated without prior written consent of Company.

Initials _____

12. **ISA** is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's services without express written authorization from Company.

13. **ISA** and Company shall indemnify and hold each other harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of **ISA** or his / her agents, or Company's carriers / providers.

14. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Federal Arbitration Act, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators will be one. The seat, or legal place, of arbitration shall be Benton County, AR. The governing law of the agreement during arbitration will be the substantive law of the State of Arkansas. In the event that arbitration results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, arbitration costs, and all other expenses in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be arbitrated if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

15. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

II. Company specific terms and conditions

A. When TeleComp brings the **ISA** into an existing TeleComp customer with whom the relationship is already created, the **ISA** will receive 20% of all commissions for working the vertical project.

Initials _____

B. 30% - The **ISA** receives a commission of thirty percent (30%) of the sale of all products and services hereunder. The **ISA** brings the lead to TeleComp. TeleComp provides presale meetings, proposals, order entry, most service after the sale. The **ISA** provides on-site contact and some minor service after the sale. However, TeleComp does most of the work on these accounts.

-Or-

C. 55% - The **ISA** receives fifty-five percent of all commissions. The **ISA** brings the lead to TeleComp. The **ISA** conducts presale meetings, onsite contact, and some the service after the sale. TeleComp assists with proposals and order entry, and some service after the sale. The **ISA** and TeleComp share the workload on these accounts.

- Hardware (Servers, ShoreTel, LifeSize, etc.) - 20% NET profit.
- Wireless (AT&T, Sprint, Verizon) – 20% of commission.
- Auditing Services – 20% of savings.

3. Commissions on charge backs on products or services returned by the customer in whom a commission has already been paid to the **ISA** shall be deducted from future commissions to be paid to the **ISA** by the Company. In the event the chargeback is over \$3,000, the Company reserves the right to request payment within 60 days from the **ISA**. Furthermore, when an **ISA** sells a \$10,000+ commissionable account, they will be paid in thirds (1/3) in three consecutive months to confirm a complete installation to avoid large sum chargebacks.

4. Except by special arrangement, the following shall be commissioned as listed below:

Carrier / Provider

AT&T

Commission Structure

Up Front commissions, example

MRC x term months x 11 % x comm. %

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CenturyLink - Residual commissions, example 10 - 14% x comm. %, x comm. %

Windstream (CLEC territories)
Residual commissions, example 14 % x comm. %

Broadvox Residual commissions, 15% x comm. %

Wireline Clearinghouse Residual commissions, example 10 - 12% x comm. %, depending on the type of plan, x comm. %

Audio/WebEx Conferencing Clearinghouse Residual commissions, example 10 - 12% x comm. %, depending on the type of plan, x comm. %

Please ask for approval Networking / Cabling, MCSE, Cisco, VOIP
Video Conferencing

TeleComp Wholesale of Hardware, Phone / Computers, Servers, ShoreTel VoIP, Aerohive WLAN, LifeSize, Vidyo, VTel

- Hardware (Servers, ShoreTel, LifeSize, etc.) - 20% NET profit.
- Wireless (AT&T, Sprint, Verizon) – 20% of commission.
- Auditing – 20% of commission

5. The Company, when appropriate, such as a customer appointment, agrees to provide the **ISA** reasonable quantities of brochures, catalogs, and any product samples required for sales purposes.

Initials_____

6. The Company has the right to terminate this agreement at any time upon 30-day notice provided to the **ISA**.

7. The Company agrees to pay commissions to the **ISA** on sales from existing customers for a period of 24 months after this agreement is terminated by either party.

8. **ISA** will be asked to provide Proof of Insurance, W-9, and to become an AT&T Associate Solution Provider.

This constitutes the agreement.

This agreement shall be binding upon the parties and their successors and assigns for 2 years.

Signed this _____ day of _____, _____.

_____ Independent Sales Agent (**ISA**)

_____ **ISA** Representative Signature

_____ **ISA** Date Signed

_____ TeleComp Company

_____ Company Representative Signature

_____ Company Date Signed