

GEOTEL AGENT AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT is made and entered into as of the date this Agreement is last signed below between GeoTel Communication Services, Inc. (“Company”), a Nevada corporation with offices located at 3875 Telegraph Road #326, Ventura, CA 93003 and _____ (“Agent”), with offices located at _____.

WHEREAS, the Company is in the business of providing various telecommunications services; and, Agent desires to act on behalf of the Company to sell the Company’s telecommunications services; and, the parties have agreed to cooperate with each other under the further terms and conditions contained below for the mutual benefit of the parties.

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

1. THE COMPANY OBLIGATIONS TO AGENT

The Company agrees to:

- 1.1 Provide Agent with all promotional materials and training that the Company deems necessary for Agent to sell the Company’s telecommunications services.
- 1.2 Pay Agent commissions as described in Section VI of this Agreement and the attached Commission and Payment Addendum(s), in a timely fashion.
- 1.3 Provide all customers signed through Agent, and accepted by the Company, with complete provisioning, billing, customer service and collection services.
- 1.4 Provide Agent with appropriate sales and marketing material for any new services and/or carriers that the Company, at its sole discretion, might offer in the future.
- 1.5 Use reasonable efforts under the circumstances to maintain its overall network quality. The quality of service provided hereunder shall be consistent with telecommunications common carrier industry standard, government regulations and sound business practices. The Company makes no other warranties about the service provided hereunder, express or implied.
- 1.6 Company reserves the right to modify, alter, improve, change or discontinue any or all of the services and/or products during the term of this Agreement.
- 1.7 In no event will the Company hereto be liable to Agent for any indirect, special, incidental or consequential losses or damages, including without limitation loss of revenue, loss of customers or clients, loss of goodwill or loss of profits arising, in any manner, from this Agreement and the performance or nonperformance of obligations hereunder.

2. AGENT'S OBLIGATIONS TO THE COMPANY

Agent agrees:

- 2.1 To use its best efforts to sell the Company's telecommunications services to potential customers in Agent's market. Agent's market is defined as all areas in which the Company offers service.
- 2.2 To comply with all the terms and to perform all conditions herein. Agent agrees to use its best efforts to locate customers for the Company and to honestly and diligently perform its obligations hereunder.
- 2.3 Not to create, without prior written Company approval, any sales material beyond that provided by the Company. Not to modify or alter, without prior written Company approval, any sales materials and/or forms provided to Agent by Company.
- 2.4 To and understands that in performing this Agreement, Agent may have access to private or confidential information relating to the Company or the Company's customers. Agent agrees that the confidential information will remain the exclusive property of the Company; that such material will not be copied, published or disclosed to others without the written permission of the Company; that such material will be used solely in the performance of the Agreement, and will be returned to the Company upon termination of this Agreement. Agent's obligation to keep confidential information confidential shall survive the termination of this Agreement.
- 2.5 To and understands that at no time during the term of this Agreement, or for a period of two (2) years after the termination of the Agreement, may Agent solicit the telecommunications business of any of the customers of the Company in Agent's market. In the event that Agent or Agent's representatives shall happen upon a Company customer, it shall be the obligation of Agent or Agent's representatives to immediately cease any and all contact with that customer. Upon notice of any such violation by its representatives or sub-representatives, Agent agrees to immediately notify Company and use its best efforts to assist Company in preventing further violations. Agent's obligation hereunder shall survive the termination of this Agreement.
- 2.6 To and understands that at no time during the term of this Agreement or for a period of two (2) years after the termination of this Agreement, may Agent knowingly solicit, divert, take away or interfere with, either directly or indirectly, a current Employee of the Company; interfere with the contractual relation of any current salesperson or other current Employee of the Company or hire any current Employee of the Company. As used herein, Employee shall include, but not be limited to, any independent contractor earning commissions from the Company. This restriction applies to Agent and any officer, director, employee, representative, sub-representative, partner, or shareholder of Agent. Upon notice of any such violation by its representatives or sub-representatives, Agent agrees to immediately notify Company and use its best efforts to assist Company in preventing further violations. Agent's obligation hereunder shall survive the termination of this Agreement. Agent's obligation hereunder shall survive the termination of this Agreement.

2.7 To and understands that customer service of accounts, while Agent is earning a commission, will be serviced by the Agent. In the event Agent fails to service an account(s), as determined by the Company at its sole discretion, the Company will provide ten (10) business days notice to Agent to cure any such issue. If any such issue is not cured to the satisfaction of the Company at the end of ten (10) business days, the Company may transfer the specific account in question, that is determined by the Company to be unsatisfactorily serviced by Agent, to another representative and immediately cease paying commissions to Agent on such account.

2.8 To accept responsibility for wrongfully “PICing” a customer to the Company when not specifically ordered and agreed to by the customer. Agent agrees to indemnify and hold the Company harmless from any such unlawful activity, including but not limited to “slamming” and other related charges. Agent also agrees to accept responsibility for any customer-disputed long distance charges arising from such wrongful PIC’s, and shall grant the Company a right of offset against Agent’s commissions in such events.

2.9 That as an independent Agent, Agent is deemed to be an independent contractor and that nothing contained herein or any document executed in connection herewith shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of employer and employee, partnership, or joint venture between the parties. The parties hereby declare and acknowledge that the relationship existing is one of Independent Agent.

All sums paid to Independent Agent are gross sums being paid to Agent as a free agent and not as an employee of the Company. Agent hereby acknowledges that neither it nor its employees shall have the right of entitlement in or to any of the unemployment, workers’ compensation, health, pension, retirement or other benefit programs now or hereafter available to Company employees. Any and all sums subject to taxation, deductions, withholding and/or payment under any applicable state, federal or municipal laws or union or professional guild regulations shall be Independent Agent’s sole responsibility. The Company shall not be responsible for any of broker’s or Agent’s commissions or fees which may become payable by Agent to Agent’s employees, sub-agent’s or otherwise as a consequence of Agent entering into this Agreement or its performance of the services herein contemplated.

2.10 To and understands that Agent may, at Agent’s discretion, designate Sub-Agents to sell the Company’s services on behalf of Agent. It is the responsibility of Agent to ensure that each Sub-Agent has complete knowledge of and adheres to all mutual covenants and conditions contained in this Agreement.

2.11 To and understands that Agent shall not be reimbursed by the Company for any business expenses and liabilities.

2.12 To conduct its business in a lawful, ethical, and moral manner and will abide by all applicable statutes and regulations.

2.13 To hold harmless, defend and indemnify Company and its officers, directors, employees, agents and servants from and against any and all claims, damages, losses, injuries, causes of action,

demands and expenses, including reasonable legal fees and expenses (including costs on appeal), of whatever kind and nature directly or indirectly arising out of or on account of or resulting from the Agent's activities, or the activities of his/her employees, agents or subrepresentatives which are not required by the express, specific and explicit written terms of this Agreement, or out of the Agent's failure, or the failure of his/her employees, agents or subrepresentatives to comply with the obligations under this Agreement.

3. TERM AND TERMINATION

3.1 This Agreement shall continue in full force and effect for a term of one (1) year from the date hereof and shall continue in full force and effect for successive periods of one (1) year thereafter unless terminated as follows:

- (a) by either party by the giving of notice in writing by certified mail return-receipt requested at least thirty (30) days prior to the expiration of any such yearly period;
- (b) by Company immediately and without notice to the Agent for good cause. The term "good cause" as used in this Agreement shall include but shall not necessarily be limited to the following conduct by the Agent:
 - (i) false representations, reports or claims made to Company or to any third party (including end-users) in connection with this Agreement, the services of Company or Company as a whole;
 - (ii) willful misconduct;
 - (iii) breach of fiduciary duty involving Company's financial interest;
 - (iv) conduct disloyal to Company including conduct which is disparaging or tends to hold Company or the Services up to ridicule in the community;
 - (v) failure to perform stated duties;
 - (vi) negligent or willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or final cease-and-desist order;
 - (vii) insolvency, bankruptcy or any similar proceedings filed by or against Agent;
 - (viii) attempts to assign this Agreement or any of Agent's duties under this Agreement to another party;
 - (ix) change of control of ownership of Agent or a change in Agent's management;
 - (x) material breach of any provision of this Agreement; or
 - (xi) failure to meet the first year minimum performance standards as follows:
 - (a) \$5,000 in billed usage revenue by month six (6); and
 - (b) an additional \$7,000 in billed usage revenue by month twelve (12).

3.2 The termination of this Agreement in any manner shall not impair the rights or obligations of either party which may survive the termination of this Agreement.

4. SOLICITATION AND ACCEPTANCE OF ORDERS

4.1 Agent shall not make any representation regarding the Company's services and/or products other than those authorized by the Company. Agent shall sell only the pricing plans approved by

Company and provided to Agent by Company. Agent acknowledges that s/he shall not be entitled to a commission on the sale of any service or product not approved by Company.

- 4.2 All orders shall be forwarded to the Company for acceptance according to Company's order placing procedure and on Company forms, and no order shall constitute a binding obligation upon the Company until it is accepted by the Company, at the Company's sole discretion.
- 4.3 A customer is defined as a customer only when the customer requests the Company's service by a signed Service Agreement and a signed Company authorized LOA.
- 4.4 Agent will be assigned a Company code which will become the Company's method for identifying Agent's sales. Agent shall include this number on all orders. Orders will not be accepted without Agent's assigned Company code.
- 4.5 At any time and without prior notice, Company reserves the right to refuse to accept new orders from Agent when, in Company's sole discretion, Company determines that any of the following have or may occur:
- (i) Company's network capacity becomes incapable or constrained;
 - (ii) Company's order provisioning services become incapable or constrained;
 - (iii) Company's, or any of its affiliates, business plan regarding usage of agents changes.

5. COVENANT NOT TO COMPETE

Agent recognizes and agrees that s/he will receive unique product, service and customer knowledge from the Company which s/he did not previously possess. In consideration of the disclosure of confidential information now and in the future, together with the commissions and other compensation provided to Agent, Agent agrees that during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement, not to induce, influence, or suggest to any Company customer referred to Company by Agent or Agent's representatives that the Services provided by the Company to customer be changed to another long distance provider. Agent shall not knowingly permit its representatives or sub-representatives to violate this covenant. Upon notice of any such violation by its representatives or sub-representatives, Agent agrees to immediately notify Company and use its best efforts to assist Company in preventing further violations. A customer of the Company using the services of the Company is the sole property of the Company for the purpose of Services provided by the Company. Agent agrees not to use any organizational reports, customer lists, customer profiles, identity of customer's representatives, customer's needs, pricing, and/or promotional materials, or any other information to compete with the Company directly or indirectly with regard to the Services provided by the Company. Agent agrees not to reveal, divulge, make known, sell, exchange, give away, or transfer in any way a list of subscribers or use any information or divulge any trade secrets to any third parties, which knowledge was acquired during the term of this agreement.

6. CHANNEL CONFLICTS

- 6.1 In order to avoid conflicts between direct and indirect sales representatives, each party agrees that once a potential customer becomes a Prospect (as defined in this Section 6.1) of the other party, it shall be obligated to immediately cease any and all contact with that potential customer for a period of two (2) months from the date that potential customer became a Prospect of the other party. A potential customer becomes a Prospect of the other party only when the other party has:
- (i) met with the potential customer in person, or
 - (ii) obtains, via facsimile or otherwise, the potential customer's bill copy.
- 6.2 In the event a conflict arises as to if/when a potential customer has become/became a Prospect of either party, Company reserves the right to make the full and final determination, in its sole discretion, based on the criteria listed in Section 6.1.

7. COMMISSIONS

- 7.1 Agent shall be paid commissions by the Company in compliance with the Commission Payment Addendum(s) attached herein, less Charge-backs (as hereinafter defined). Unless this Agreement is terminated for good cause, Agent shall receive the applicable commission as stated in the Commission Payment Addendum(s) for as long as the customer retains applicable Company services. Commissions will be calculated and paid on usage revenue billed by the Company for customers current billing. In the event that a Charge-back is levied against Agent, the Charge-back will not exceed the amount of commission paid to date to Agent on that account. If for any reason a customer is referred to a collection agency, Agent will cease earning commissions for that customer whether or not said collection agency is successful in securing payment.
- 7.2 Charge-backs. The Agent shall not be entitled to a commission on the sale of any Services for which any of the following occur:
- (i) non usage accounts;
 - (ii) billing adjustments and/or non-collectable write-offs subsequent to invoicing; or
 - (iii) accounts disconnected by Company for non-payment or uncollected for ninety (90) days.

All Charge-backs will be reconciled against the billed usage revenue from subsequent billing periods.

- 7.3 Commissions will be distributed once per month paid approximately on the last day of each month, for all customers billed the previous month.
- 7.4 The Company will issue invoices directly to the Agent's customers. In the event an Agent's customer's usage on any billing invoice is less than ten dollars (\$10.00) per month, the Company reserves the right to convert that customer to billing through the Local Exchange Carrier (LEC). The Company reserves the same right for any such customer who refuses to pay the long distance bill to the Company in a timely fashion, e.g. forty-five (45) days, and to raise such customer's rate per minute to offset the cost of LEC billing. In those cases, Agent's commission will be paid at no more than a flat three percent (3%) commission.

7.5 If Agent's billable usage revenue results in a commission of less than twenty-five dollars (\$25.00), the Company reserves the right to delay payment of such commission until commission amount exceeds twenty-five dollars (\$25.00).

8. LEGAL FORMALITIES

- 8.1 Agent agrees to comply with all applicable federal, state and local laws. By signing this Agreement, Agent acknowledges that it understands that Title 18 of the United States Code prohibits fraud by wire, including, but not limited to, illegal use of services such as telephone or telegraph, and that using such service facilities with an intent to commit fraud is a federal offense.
- 8.2 It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws of the State of California. Accordingly, the terms of this Agreement are determined to be severable, and if any particular portion is determined to be invalid or unenforceable, such determination shall only apply to that portion of this Agreement, and the balance of this agreement shall nevertheless be enforceable to the fullest extent permissible under the laws and public policies applying thereto.
- 8.3 No breach of this Agreement shall be deemed waived unless expressly waived in writing by the party charged with such waiver. The waiver by the Company of a breach of any provision of this Agreement shall not be construed as a waiver by the Company of any subsequent breach. No waiver of any breach or violation hereof shall be implied from failure by the Company to take action.
- 8.4 Agent agrees that damages cannot reasonably compensate the Company in the event of a violation of the covenants set forth in this Agreement, and that it would be difficult to ascertain the lost profits which would be suffered and that, by reason thereof, injunctive relief would be essential for the protection of the Company. Accordingly, Agent hereby agrees that in the event of any such breach, the Company may seek and obtain such injunctive relief without proving damages or posting a bond in order to prevent a continued violation of the terms of this Agreement. Agent, therefore, agrees that the Company may apply for a temporary restraining order and temporary and permanent injunctions against the Agent without advance notice to Agent. The foregoing shall not limit the Company in the pursuit of other remedies. Agent further agrees that in the event the Company is compelled to seek legal redress for the breach of Agent's obligations hereunder, and the Company is successful in obtaining the injunction and/or damages or otherwise, Agent will additionally be liable to the Company for all attorney's fees and costs of the suit.
- 8.5 Neither party will be liable for failure to perform its obligations hereunder due to causes beyond its control, including damage to equipment; acts of God; laws or requirements of any government; or national emergencies.
- 8.6 The provisions of this Agreement shall be binding upon and inure to the benefit of the Company and its representatives, successors and/or assigns. Agent shall not have the right to assign this Agreement to any other party without the express written consent of the Company. Any modification to this Agreement must be in writing.

8.7 This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of California, without regard for its conflicts of laws rules. The parties hereby submit to the exclusive jurisdiction of the courts for the State of California, in and for the County of Santa Barbara, and the United States District Court for the Central District of California for the purpose of construing and enforcing this Agreement.

8.8 This Agreement contains the full understanding of the parties.

Executed and delivered this ____ day of _____ 1999, at _____,
_____.

[Agent]

GeoTel Communication Services, Inc.

By: _____
[name, title]

By: _____
George Amandola Jr., President

Date: _____

Date: _____