

This INDEPENDENT AGENT AGREEMENT

("Agreement") is entered into by and between TelcoLynx, LLC., a Nevada corporation, ("TelcoLynx") and, _____, ("Agent") on this day of _____, 2012.

RECITALS

WHEREAS, TelcoLynx is marketing, distribution, and service company that focuses on the telecommunications, software, and professional services markets.

WHEREAS, TelcoLynx has entered into agreements (the "Supplier Agreements") with its suppliers ("Suppliers") whereby TelcoLynx markets and provides a variety of products and services (the "TelcoLynx Offerings") in accordance with the Supplier Agreements.

WHEREAS, TelcoLynx desires to engage Agent as a sales agent to market the TelcoLynx Offerings in accordance with any applicable Supplier Agreements and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. ENGAGEMENT AND RELATIONSHIP

1.1 Engagement. TelcoLynx hereby engages Agent, and Agent accepts such engagement, as a non-exclusive independent sales agent to solicit end user customers for the TelcoLynx Offerings and to execute the Plan (as defined in Section 2 below). Agent shall perform such services and tasks in accordance with the terms of this Agreement and any applicable Supplier Agreement.

1.2 Non-Exclusivity. The parties agree that the relationship created by this Agreement is non-exclusive. TelcoLynx understands and agrees that Agent shall have the right to perform all or part of the services Agent is required to perform pursuant to this Agreement for or on the behalf of other persons or entities, so long as Agent does not violate the terms of this Agreement. Agent understands and agrees that TelcoLynx shall have the right at any time to engage or authorize other persons and entities to perform all or part of the services to be performed by Agent as described herein. Specifically, TelcoLynx shall have the right to:

- a. Engage other independent agents;
- b. Execute the Plan and sell the TelcoLynx Offerings through its own efforts; or
- c. Execute the Plan and sell the TelcoLynx Offerings in any other manner or through any other agreement as determined in its sole discretion.

1.3 Independent Contractor. Agent at all times during the performance of this Agreement shall be an independent contractor. The mode, manner, method and means used by Agent to perform the services shall be at Agent's sole selection, direction, and control. Agent shall furnish any and all materials needed to perform this Agreement.

Agent shall pay for any and all expenses arising from Agent's performance of the terms of this Agreement. The parties hereby acknowledge and agree that Agent is not a legal representative or legal agent of TelcoLynx for any purposes whatsoever. The parties hereby agree and understand that the relationship formed herein does not constitute or create a general agency, joint venture, partnership, employment relationship or franchise. Agent shall not, on TelcoLynx's behalf, make any warranties or representations or assume or create any other obligations which are inconsistent with this Agreement. Agent shall not in any way, directly or indirectly, expressly or by implication, be construed as an employee of TelcoLynx for any purpose, including without limitation, with respect to any mandated or other insurance coverage, tax or contributions or requirements pertaining to withholding levied or fixed by any state, or federal governmental agency.

1.4 Determination of Terms. TelcoLynx reserves the right to refuse any sale of the TelcoLynx Offerings at any time. TelcoLynx has the absolute and sole discretion to determine the terms of and whether to ultimately consummate any sale by Agent of the TelcoLynx Offerings or any other products or services. Agent has neither the discretion nor authority to make such a determination.

2. THE PLAN

The "Plan" (attached hereto as Exhibit A) sets forth Agent's compensation structure, names of Suppliers, and other terms of payments. The parties may amend the Plan to include any other terms the parties deem appropriate but only in writing executed by both parties.

The parties understand and agree on the terms of the Plan and both parties have indicated such agreement by initialing the Plan in the appropriate space. If any term in the Plan contravenes or in any way conflicts with this Agreement, the Plan shall govern the relationship between TelcoLynx and Agent.

3. TELCOLYNX RESPONSIBILITIES

TelcoLynx agrees and acknowledges that it utilizes reasonable efforts to:

- a. Provide Agent with the most current and accurate information, including but not limited to, rates, commissions and products in a timely manner;
- b. Notify Agent in writing of any rate changes and/or additional charges for services provided to the end-user within a timely manner after receipt by TelcoLynx of notification from the Suppliers;
- d. Make a good faith effort to provide Agent with a monthly report providing account usage detail which shall accompany its compensation as set forth in the Plan.

4. AGENT RESPONSIBILITIES

Agent agrees to do all of the following:

- a. Use his/her best efforts to promote and market TelcoLynx Offerings and to preserve the image of TelcoLynx;
- b. Service TelcoLynx customers to insure the satisfaction and continued utilization of the TelcoLynx Offerings;
- c. Notify TelcoLynx customers of any rate changes or cost changes if requested by TelcoLynx and/or the Suppliers within 10 days of receipt of such notice from TelcoLynx and or the Suppliers;
- d. Obtain and submit complete and accurate documentation required by TelcoLynx and/or by the Suppliers (as outlined in the TelcoLynx sales materials or by the Suppliers) to process and approve customers' credit applications; and
- e. Assist TelcoLynx and/or the Suppliers in collecting end-user account balances.

5. TERRITORY

Agent shall have the right to solicit the TelcoLynx Offerings in accordance with the Plan from potential customers in any geographic location.

6. CONFIDENTIALITY

6.1 "Confidential Information" means any information related to TelcoLynx and the TelcoLynx Offerings disclosed to Agent by TelcoLynx, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, business plans, documentation, financial analysis, marketing plans, customer names, customer list and customer data. Confidential Information may also include information disclosed to TelcoLynx by third parties

6.2 Non-use and Non-disclosure. Agent agrees not to use any Confidential Information for any purpose except perform services for TelcoLynx in accordance with this Agreement. Agent agrees not to disclose any Confidential Information to any third parties other than as may be necessary to perform the services and execute the Plan as stated in this Agreement. Agent shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody TelcoLynx Network's Confidential Information and which may be provided to Agent hereunder.

6.3 Maintenance of Confidentiality. During and after the Term, Agent agrees that he/she shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information other than as set forth herein. Without limiting the foregoing, Agent shall take at least those measures that Agent takes to protect his/her own most highly confidential information. Agent shall not make any copies of Confidential Information unless the same are previously approved in writing by TelcoLynx. Agent shall reproduce Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Agent shall immediately notify TelcoLynx in the event of any unauthorized use or disclosure of the Confidential Information.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year terms ("Renewal Term") until terminated in accordance with this Agreement.

7.2 Termination "For Cause". The occurrence of any of the following events shall give TelcoLynx the right to terminate this Agreement "for cause":

- a. Agent shall breach any term of this Agreement and shall fail to cure such breach within fifteen (15) days of receipt of written notice from TelcoLynx;
- b. Agent shall generally not pay its debts as they become due or shall enter into any agreement, with all or a significant number of its creditors regarding any moratorium or other indulgence with respect to its debts or the participation of such creditors or their representatives in the supervision, management or control of the business of Agent;
- c. Any bankruptcy or other insolvency proceeding is commenced by Agent, or any such proceeding is commenced against Agent and remains undischarged for forty-five (45) days;
- d. Agent shall commit fraud, any illegal or dishonest act, or make any material misrepresentations to TelcoLynx or customers;
- e. If any minimum booked revenue commitments are not met as outlined in Exhibit A.

7.3 Notice of Termination and Effect. In the event TelcoLynx desire to terminate this Agreement "for cause", TelcoLynx shall deliver written notice of termination to Agent via fax, electronic mail, or U.S. mail. The notice of termination need only state that such termination is "for cause". This Agreement shall terminate fifteen (15) days after delivery of such notice. Post-termination commissions shall cease to be paid to Agent.

7.4 Termination Prior to Start of a Renewal Term. Either party may terminate this Agreement prior to the start of any Renewal Term. The party terminating shall deliver written notice of termination to the other party via fax, electronic mail, or U.S. mail. The notice of termination need only state that such termination is a Termination Prior to Start of a Renewal Term. To be effective the termination notice shall be received at least forty-five (45) days prior to the start of the Renewal Term.

7.5 Payments After Termination. No termination of this Agreement shall relieve either party of its obligations for breach of any provision hereof occurring prior to such termination. However, post-termination commissions shall cease to be paid to Agent if the agreement is terminated for cause or if TelcoLynx is forced to implement an account retention program for such an account as evidenced by written record and/or concessions made by TelcoLynx to the retained account. Termination of this Agreement shall not relieve TelcoLynx of its obligation to pay compensation to Agent under the Plan, except in the event of termination "for cause" or as otherwise set forth in this Agreement.

7.6 Offset Against Payments. If Agent causes TelcoLynx to incur any damages, fees, expenses, or opportunity costs, TelcoLynx shall be entitled to offset such damages, fees, or costs against any outstanding amounts owed to Agent. Agent agrees and understands that this provision specifically applies in the event that Agent attempts to circumvent, reveals, or violates any of TelcoLynx Network's Confidential Information in breach of the non-disclosure provisions of this Agreement in Section 6.

7.7 Effect of Supplier Agreements. The parties acknowledge that TelcoLynx has entered into various agreements (the "Supplier Agreements") with network providers, suppliers, and professional services companies. In the event that any Supplier Agreement is terminated and/or modified to such an extent that TelcoLynx cannot continue to offer services and/or support under this Agreement for any reason (as determined by TelcoLynx in its sole discretion), this Agreement shall terminate upon the same date that the applicable Supplier Agreement is terminated and/or modified without any liability to TelcoLynx.

7.8 Activities After Termination. Upon termination of this Agreement,

Agent shall immediately:

- a. Refrain from marketing and/or selling the TelcoLynx Offerings under the Plan or otherwise;
- b. Deliver to TelcoLynx all materials related to TelcoLynx including, but not limited to all price lists, TelcoLynx materials, sales literature, and other materials;
- c. Discontinue the use of any TelcoLynx service mark or trademark; and
- d. Cease and desist from representing himself/herself, in any manner, as an agent, contractor, or representative of TelcoLynx.

8. FORCE MAJURE

If, at any time during the Term, any statute, regulation, order, rule or mandate of any state or federal government authority or agency, or any change in the telecommunications industry materially or adversely affects the business or economic feasibility of TelcoLynx Network's business (as determined in TelcoLynx Network's sole discretion) then TelcoLynx shall have the right to renegotiate any or all of the affected provisions of this Agreement (specifically including the Plan and the amount of commissions paid to Agent) or in the absence of such renegotiation, terminate this Agreement with no further liability.

9. COPYRIGHT AND TRADEMARK LAWS

Agent understands and agrees that various foreign and domestic laws, including copyright and trademark laws, protect all TelcoLynx Offerings and TelcoLynx sales materials. This includes the text, images, icons, graphics, and various other materials. TelcoLynx and/or the Suppliers are the sole owners of such materials. TelcoLynx and its Suppliers are protected by U.S. and international laws and possess exclusive ownership of the organization and the collection of such materials and the contents. Agent hereby agrees not to misuse such information and understands that if Agent does in fact misuse or misappropriate such information he/she will be considered a violator of copyright, trademark, and other laws supporting ownership by TelcoLynx and/or its Suppliers. If Agent makes any copies of

TelcoLynx Offerings or TelcoLynx sales materials, he/she must not omit the copyright, trademark, service mark, or any other ownership clause found therein. These clauses must be retained within each and every copy made. Agent understands and agrees that changes and modifications to such information found on the TelcoLynx Offerings and the TelcoLynx sales materials are not permitted by law.

10. LIABILITY AND INDEMNIFICATION

Except as otherwise provided in this section, TelcoLynx shall in no way be liable to Agent for damages of any kind resulting from any cause whatsoever, including but not limited to termination of this Agreement. Further, each of the parties shall be responsible for its negligent actions and those of its respective officers, employees and agents. Each party shall hold harmless and indemnify the other party against any claims, losses, liabilities, damages or expenses (including attorney fees) that are suffered or incurred by the other party that arise directly or indirectly out the negligence of the acting party; provided however, in no event shall either party be liable to the other party for the payment of consequential damages. This Section shall not apply to any breach of this Agreement.

11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior, written or oral negotiations, representations or agreements. No modification or amendment to this Agreement shall be binding on either party unless it is in writing and signed by both parties.

11.2 Severability. The provisions of this Agreement are severable, and if one or more provisions are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or portions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

11.3 Notices. Any notices required or permitted to be given hereunder shall be sufficient if in writing and if sent by certified mail to the address of the party set forth below:

If to TelcoLynx, LLC.
TelcoLynx: Attn: Brendan Murphy
2114 Grant Ave, Ste 5
Redondo Beach, CA 90278
310-356-6900 (phone)
310-807-9200 (fax)

If to Agent: _____
Attn: _____
Address: _____

_____ (phone)

11.4 Attorneys Fees. In the event any litigation or arbitration is commenced in connection with this Agreement, the parties hereby agree that the prevailing party shall be entitled to payment by the other party of reasonable attorneys' fees expended in connection therewith.

11.5 Arbitration. Any controversy or claim arising out of or related to this Agreement, or the breach hereof, shall be submitted to binding arbitration in San Mateo, California and settled in accordance with California law.

11.6 Governing Law; Forum Selection. The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any arbitration proceedings which occur pursuant to this Agreement shall take place in San Mateo, California.

11.7 Counterparts. This Agreement may be executed in one or more counterparts, and when so executed each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same instrument.

11.8 Survival. Notwithstanding anything to the contrary in this Agreement, the obligations of this Agreement that naturally should survive the termination of this Agreement shall survive including but not limited to the obligations under Sections 2, 3, 4, 6, 7, 8, 9, 10, and 11.

"TelcoLynx"
TelcoLynx, LLC.
a Nevada corporation

Name: Brendan Murphy
Title: Managing Partner

"Agent"
a _____ corporation

Name: _____

Title: _____