nexVortex Non-Exclusive Sales Agency Agreement

Member Partner Level

Please Print Or Type The Following Primary Contact Information:					
Company's Full Legal Name:			Years In Business:		
Owner/Principal's Last Name:			Owner/Principal's First Name:		
Owners Email Address					
Address:				Suite No:	
City:		State:		Zip Code:	
Owner/Principal's Business Phone:			Owner/Principal's Cellular Phone:		
Total # of Employees:			Web site Address:		
Total # of Direct sales people:			# of Sub-agents:		
Please Describe Your Primary Business Type: Telecommunications Agent, TEM, MSP, VAR, Consulting, Web Services, etc.					

Agent is a [_____] Corporation, [_____] Partnership, [_____] Sole Proprietorship duly organized and in good standing under the laws of _____ (incorporation state) has full and unrestricted power and authority to execute and perform under this Agreement. This Agreement will be effective only after it has been fully executed by both parties. The date that this Agreement is signed by the authorized nexVortex representative will be the "Effective Date."

This Independent Sales Agency Agreement ("Agreement") is by and between nexVortex, a Delaware company ("nexVortex"), with offices at 510 Spring Street, Suite 250, Herndon, VA 20170 and the independent sales agent identified above ("Agency", or "Agent", or "Agent Representative" or "Representative") and its employees and agents, (individually as specified or "Party"; collectively referred to as "Parties"). The words, "we", "our", and "us" mean nexVortex Inc.; the words Agent and Representative mean the non-exclusive agent named above.

WHEREAS, nexVortex is in the business of providing VoIP services and desires to retain Agent as an independent, non-exclusive agent to secure new customers agreeing to use nexVortex services;

WHEREAS, Agent wishes to act as an agent to market said Services; and,

WHEREAS, nexVortex has agreed to permit Agent to market nexVortex's IP Communications services under the terms and conditions set forth herein to customers that are not current customers of nexVortex.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

1.0 APPOINTMENT OF AGENT. Subject to the terms of this Agreement, nexVortex hereby appoints Agent as an independent non-exclusive agent, and Agent hereby accepts such appointment, to promote the sale of and solicit orders from potential customers for those specific products and services set forth on Exhibit A which may be modified from time to time by nexVortex in its sole discretion ("Services") and in accordance with Exhibit A. nexVortex reserves the right to market, promote, and sell the same or different Services, in the same or different geographic territory as those authorized for Agent through nexVortex employees or any other persons or agents.

1.1 Agent is an independent contractor and is not an employee of nexVortex. No joint venture or agency is created hereby. Agent has no authority to act for, or on behalf of, nexVortex, and is not authorized to incur any obligation on behalf of nexVortex, or to bind nexVortex in any manner whatsoever. Agent shall appoint a single point of contact for nexVortex regarding all matters pertaining to this Agreement. Agent shall not commit any act, which would, in nexVortex opinion, reflect unfavorably upon nexVortex. Agent is responsible for all expenses and obligations incurred by Agent as a result of its efforts to solicit customers for nexVortex pursuant to this Agreement.

In the performance of the work, duties and obligations devolving upon Representative under this Agreement, nexVortex shall neither have nor exercise any control or direction over the methods by which Representative shall perform the work and functions, excepting that Representative does by this Agreement agree to perform its work and functions at all times in reasonable accordance with currently approved methods and practices in the Representative's industry and the work and services shall be performed and rendered in a competent and efficient manner. Representative shall comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of Agent's activities.

Agent shall treat all payments received under this Agreement as monies received as an independent contractor, and not as an employee. nexVortex shall not be required to and shall not withhold any sums for the payment of payroll or other taxes from the sums paid to the Agent. Agent shall pay any and all applicable taxes due and owing by Agent in performing under this Agreement, including, but not limited to, federal or state income taxes, and all applicable federal and state unemployment compensation taxes, arising due to the receipt of compensation under this Agreement. nexVortex and Agent each covenants not to make any representations to the contrary.

1.2 Indemnification – Each Party shall indemnify, defend and hold the other Party (and its officers, directors, employees, agents and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by, or be asserted against, any and all of them, directly or indirectly, on account of or in connection with:

The other Party's default under any provision herein, breach of any warranty or representation herein, or failure in any way to perform any obligation hereunder; or

Bodily injury or damage to property (including death) to any person (including without limitation, any employee of either Party and any third person), and any damage to or loss of use of any property, arising out of or in any way relating to the Services or pursuant, directly or indirectly, to this Agreement.

Each Party shall hold the other Party harmless and indemnify the other Party from and against any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of the indemnifying Party's employees, contractors and agents.

1.3 Liability - In no event shall either Party be liable for special, indirect, incidental or consequential damages, including loss of profits, arising from the relationship or the conduct of business contemplated herein. Without limiting the previous sentence, in no event shall either Party's liability in connection with this Agreement exceed one month's average commission paid to Representative.

1.4 Confidentiality - All information disclosed by either Party to the other Party pursuant to this Agreement, other than such information as may be generally available to the public or the industry, is and will be

disclosed to it in confidence solely for its use in the conduct of its business. Each Party agrees to keep such information secret and confidential indefinitely and not to disclose it to any other person or use it during the term of this Agreement or after its termination except in carrying out its obligation hereunder or in response to obligations imposed by tariff or order of a court or regulatory body. Neither Party shall disclose the terms and conditions of this Agreement to any person or entity without the prior written consent of the other Party.

2.0 CONDITIONS OF SALES. Agent shall have no right to sell nexVortex services outside the contiguous US 48 states without prior written consent of nexVortex. Agent shall obtain permission from nexVortex to sell services outside the contiguous US 48 states prior to engaging with the prospective customer.

2.1 nexVortex shall have the right, at its sole discretion, to accept or reject all orders and to determine the terms and conditions of the Services or other adjustments without liability to Agent Representative. Agent Representative shall not package any other business activity in such a manner to cause customers to pay fees in excess of applicable tariff rates to obtain nexVortex services.

2.2 Agent will use commercially reasonable efforts to market and sell nexVortex services as outlined in Exhibit A on behalf of nexVortex in accordance with this Agreement. In connection herewith, Agent: (i) will perform in an ethical manner in accordance with highest ethical standards and business practices in the telecommunications industry; (ii) will comply with all applicable legal requirements; (iii) will not employ any sales or marketing device, tactic or strategy or use any written or graphic marketing materials without the express written consent of; and (iv) will pay all of its own expenses associated with performing under this Agreement.

2.3 Agent may use other agents or other representatives to perform any or all of Agent duties under this Agreement. All such agents or other representatives will be subordinate to Agent and subject to all the terms and conditions set forth in this Agreement. Agent Representative will remain solely responsible for all actions or omissions of such agents or other representatives.

2.4 Subagents- all management, recruiting, payment and support of Agent's Subagents will be the sole responsibility of Agent. nexVortex will not attempt to recruit any of Agent's Subagents for the purpose of selling nexVortex products. nexVortex may provide training and support to Agent's Subagents provided Agent is in agreement with said training and support.

2.5 nexVortex and Agent, at all times during the term of this Agreement, will be duly organized, validly existing and in good standing in the state of its organization and will be qualified to do business in each of the jurisdictions in which the nature of its activities make such qualification necessary.

2.6 nexVortex and Agent's performance under this Agreement does not and will not violate any law or court or administrative order of any kind, require the consent of any third party, or violate, conflict with, or constitute a breach of any material agreement with any third party.

2.7 nexVortex has the right and obligation to market and sell its Services and products on behalf of itself. nexVortex may modify Exhibit A to add, delete or modify any product or Service at any time in its sole discretion.

3.0 SALES AND COMMISSIONS. nexVortex agrees to pay Agent a commission at prices in force at the time of use of services rendered hereunder in accordance with this Agreement and Exhibit A, which is incorporated by reference as if set forth herein in full. nexVortex reserves the right, without establishing a precedent, to make special arrangement with Agent with respect to commissions on an individual account sale. Such special arrangements shall be agreed to in writing, and signed by both Parties.

As long as nexVortex is receiving payment for the nexVortex services sold by agent nexVortex will pay agent commissions as outlined in Exhibit B pending section 3.1 and 3.2 of this agreement have been met. At no time will nexVortex pay the commissions outlined in Exhibit B for special bid discounted sales,

custom plans, and wholesale agreements. For sales with special pricing, custom plans and wholesale agreements, the Parties shall agree in writing to a commission plan for that specific sale taking into account the discounts granted on pricing before the special bid or discounted sale is completed.

3.1 PARTNERSHIP PARTICIPATION REQUIREMENTS – MEMBER PARTNERS

Member Level Partner program participation requires the Member Partner to sell two (2) new accounts within ninety (90) days or $500 MRR (Monthly Recurring Revenue) from the time this agreement is executed. Any Member Partner personnel that is representing nexVortex or interacting with nexVortex on behalf of the Member Partner will also attend a one hour partner training webinar. These training webinars are offered each Friday at 11am Eastern.

The beginning of any new relationship is the most important for future partnership success. nexVortex provides general partner training webinars, product specific webinars, portal trainings, team trainings, test account options, implementation and planning guides, and a dedicated channel account manager. Successful partners utilize nexVortex partner portal/sales tools and actively engage with their channel account manager and or the nexVortex partner support team to qualify and close sales. Failure to close two (2) new accounts or $500 in MRR (Monthly Recurring Revenue) within ninety (90) days from the time this agreement is executed can result in termination of this agreement or status changed to Affiliate Partner. Active Affiliate Partners earn 7% on their sales.

3.2 YEARLY PARTICIPATION REQUIREMENT. To remain in the Member Level Partner Program only one (1) new sale per calendar year is required once the Member Level Partner has met their ninety (90) day participation requirements as outlined in Section 3.1 of this agreement. Inability for the Member Level Partner to close one (1) new sale per calendar year can result in termination of this agreement or have status changed to Affiliate Partner. Active Affiliate Partners earn 7% on their sales. Member Partner is also required to attend a one hour partner training webinar each calendar year. These training webinars are offered each Friday at 11am Eastern.

3.3 GRADUATION to ADVANCED PROGRAM. As noted in Exhibit B, Member Partners who qualify for the Fast Start Program, noted in Exhibit B, or sell and maintain $2,500 or more of MRR (Monthly Recurring Revenue) can apply for the nexVortex Advanced Level Partner Program. Once enrolled, Advanced Level Partner Program has the same requirements as the Member Level Program which is to sell one (1) new account per calendar year and attend a partner training webinar once per calendar year.

3.4 All commission's paid by nexVortex to Agent will be based upon revenue less any taxes, regulatory fees or 911 monthly recurring charges, received by nexVortex from customer, and no longer subject to dispute by the customer account. Any commissions paid on amounts ultimately refunded to the customer account, must be immediately returned, upon written request by nexVortex to the Agent. nexVortex shall calculate all commission payments awarded Agent on any single sale which will be based on Exhibit B, absent arithmetic errors.

3.5 In the event that Agent jointly markets and sells Services covered under this Agreement with other Agents of nexVortex, nexVortex reserves the right to adjust commissions on sales resulting from such joint efforts. nexVortex will approve any agreement between the agent parties regarding any sale resulting from their joint efforts, so long as the adjustment is agreed upon in advance of the sale, agreed upon in writing by the agents, and approved by nexVortex.

3.6 Commission accruals (and payments) may be subject to a reduction, suspension or cancellation if: (i) the charges for Services provided in the Service Agreement are insufficient to cover payment of full commissions due to special pricing discounts (Agent shall be notified of such reduction prior to execution of the applicable Service Agreement); or (ii) the Customer Account or service agreement is suspended or terminated by Customer for any reason; (iii). nexVortex representatives are, at the request of the Agent, actively engaged in supporting the Agent's sales and marketing activities; (iv) Services under the agreement and/or the charges therefore are reduced or otherwise negatively affected for any reason other than acts by nexVortex.

In the event that nexVortex disburses commission payments to Agent in excess of the earned amount or in error, the Parties hereby acknowledge the amount overpaid as indebtedness to nexVortex by Agent, and nexVortex reserves the right to deduct said indebtedness from future disbursements, or such overpayments shall become due and payable by Agent upon demand.

3.7 Agent is eligible for commission on renewals of existing service agreements without regard to whether Agent actively and materially contributed to the renewal or addition of ongoing support.

4.0 TERM. The initial term of this Agreement shall be one (1) year from the Effective Date of this Agreement and shall be renewed thereafter automatically on a year-to-year basis, unless sooner terminated as hereinafter provided, subject to and upon the terms and conditions herein specified. Either Party may terminate this Agreement anytime during the initial term or a renewal term upon giving the other Party sixty (60) days prior written notice.

4.1 nexVortex may, upon notice to Agent, immediately terminate this Agreement in whole or in part in the event: (i) Agent commits a breach of any term or condition of this Agreement and fails to cure such breach after forty five (45) days written notice; (ii) the assignment of this Agreement for the benefit of creditors; (iii) the Agent's company dissolves, or is no longer in business as a going concern; (iv) Agent assigns this Agreement to a 3rd party person or entity without nexVortex's prior written consent; (v) Agent sells, transfers, or relinquishes more than 50% of Agent's interest in the ownership of the Agent entity without the prior written consent of nexVortex; or (vi) Agent knowingly sell's nexVortex's Services for criminal or illegal activities; (vii) any Misdeed (as defined in Exhibit C). The Parties agree that a termination under this Section 4.0 shall be deemed a termination for cause. nexVortex may at its discretion seek equitable relief to enforce the termination and protection of accounts.

4.2 Upon termination of this Agreement for any reason, the Agent shall no longer have authority to sell Services and shall i). Remove and return to nexVortex any material electronic or otherwise, including but not limited to; manuals, catalogues, brochures, advertising copy, and training material, promotions, compensation schedules, planning programs, leads and customer names and addresses; and ii). Remove and discontinue the use of any sign or any other designation containing any nexVortex trademarks or trade names. Should such trademarks or trade names be printed on any of the Agent's letterhead, web site or other written documents, the written documents shall be destroyed or electronic media modified to remove trademark.

4.3 nexVortex shall pay commissions to Agent for as long as the customers submitted to nexVortex remain customers of nexVortex. Notwithstanding, upon termination of this Agreement for cause as set forth in Section 4.1, all commission payments for existing customers will terminate. nexVortex will pay outstanding commissions earned prior to the date of termination if this Agreement is terminated for cause.

5.0 AGENT DUTIES. General Duties. Agent agrees to: (i) use its best efforts to diligently promote and sell the Services of nexVortex in a manner that is consistent with the rules of conduct and generally accepted business practices; (ii) be responsible for ensuring that each of its employees, representatives or subcontractors are qualified to sell and market nexVortex Services under standards solely set by nexVortex; (iii) have full and sole responsibility for all acts and omissions of its employees, agents, representatives and subcontractors; and (iv) comply with all nexVortex policies, rules, guidelines, methods and practices set forth by or required by nexVortex from time-to-time regarding, but not limited to, sales and marketing communications, order processing practices, service methods and procedures.

5.1 Advertising and Sales Promotion. Agent agrees to actively promote nexVortex and the nexVortex brand in selling to its customers. Unless agreed in writing by an authorized representative of nexVortex, Agent representative shall bear all costs and expenses for marketing, promoting and advertising the Services of nexVortex. Examples of advertisement and promotion may include but are not limited to: (i) creation of collateral and sales material, (ii) electronic publishing of nexVortex brand and services on the partner's web site, (iii) print and media advertisement and (iv) references to nexVortex and nexVortex in news and press announcements. nexVortex reserves the right to approve or reject any and all uses of its name, brands, trademarks in sales and promotional material; approval must be received in advance and in writing. Such approval will not be unreasonably withheld.

5.2 Use of nexVortex's trade names, trademarks, and service marks, (hereinafter, "Marks") are hereby granted to Agent as a limited, non-exclusive, non-transferable, non-sublicenseable, royalty-free right to use nexVortex's Marks solely in the Territory and in conjunction with the sales and marketing of the Services, subject to the limitations set forth herein. Upon expiration or termination of this Agreement for any reason, Agent shall immediately discontinue use of any Mark and destroy all printed materials (including but not limited to business cards, letterhead, promotional and advertising materials, store signage, vehicle signage, and customer premises stickers and signage) bearing any of the nexVortex Marks. Agent agrees that nexVortex's Marks, goodwill and business reputation are among its most valuable assets. Agent Representative acknowledges and agrees that: (i) the marks are owned by nexVortex; (ii) it will do nothing inconsistent with such ownership; (iii) all use of the nexVortex marks by it will inure to the benefit of and be on behalf of nexVortex; (iv) all goodwill resulting from use of such service marks or trademarks vest solely in nexVortex; (v) that nothing in this grant will give it any right, title or interest in nexVortex marks other than the right to use the marks in accordance herewith; (vi) it will not attack nexVortex's title to the marks or the validity of this grant and Representative will neither have nor make any claim to such service marks or trademarks; and (vii) further agrees to use nexVortex marks only in the form and manner prescribed from time to time by nexVortex and not to use any other trademark or service mark in combination with any nexVortex Marks without the prior written approval of nexVortex. Agent will always employ a high degree of integrity in selling Services and will not, by act or omission, tarnish nexVortex's Marks, goodwill or business reputation. The use of nexVortex Marks must be approved in advance and in writing prior to the use in any manner. Agent representative agrees to submit prior to use to nexVortex at the address of 510 Spring Street, Suite 250, Herndon, VA 20170, all advertising and marketing materials, including but not limited to business letterhead, press releases, flyers, brochures and electronic media content involving the nexVortex brand, trademarks and logo for approval. The nexVortex logo must be displayed prominently on the Agent's web site in accordance with the usage guidelines specified by nexVortex. The logo must provide an electronic link to the nexVortex web site. These provisions may be enforced by equitable actions as nexVortex deems necessary.

5.3 Sales, Inquires and Customer Relations. Agent is responsible for all selling activities including but not limited to lead generation, customer qualification, sales meetings and all other sales activities. Agent shall use reasonable efforts at all times to give prompt, courteous and efficient service to customers, and to deal with such customers with the highest standards of honesty, professionalism, ethics, integrity and fair dealing and shall do nothing that would tend to discredit, dishonor, reflect adversely upon, or in any way injure the reputation of nexVortex and its affiliates and subsidiaries. Customer inquiries relative to nexVortex and nexVortex's Services that cannot be handled by the Agent shall be transmitted to nexVortex in the manner prescribed by nexVortex. Agent shall make available to nexVortex the names and addresses of all purchasers of nexVortex Services, and agrees not to disclose the names and addresses of such purchasers to any other person, firm or corporation unless otherwise expressly authorized by nexVortex. It is the responsibility of the Agent to make customer aware of service plan details and nexVortex billing and support policies.

5.4 Order taking and Service Provisioning. Agent Representative will work with the customer prospect to submit orders to nexVortex in accordance with the process prescribed by nexVortex. Agent Representative will obtain the authorized signature or other appropriate authorization of the Prospect on nexVortex's then-current standard service agreement before submitting orders. All standard service agreements and service order forms are subject to credit approval and acceptance by nexVortex and its underlying carriers. nexVortex reserves the right to reject any request for services and any service agreement or service order form for any reason without incurring any liability to Agent Representative. Agent is required to include their provided Partner Code/Reseller Code on all new orders for sale identification. Under no circumstances will Agent provide nexVortex's Services to customer without a nexVortex authorized customer agreement being executed by customer.

5.5 As part of the service activation activities, the Agent will provide nexVortex with customer billing and administrative contacts. Agent will provide customer with instruction on how to contact nexVortex account activations team.

5.6 Fax and Analog Devices: Agent is responsible understanding and making customer aware Alarm Lines, Credit Card Machines, Elevator Lines and other analog device applications are to not be used with

nexVortex service. nexVortex Session Initiated Protocol (IP Voice) may not function with these devices or by nature of delivery may not meet local, state or federal specifications or requirements for these line applications. Agent understands that although nexVortex VoIP service supports the T.38 protocol, fax service is not guaranteed. nexVortex electronic fax service nVFAX is offered to address fax delivery.

5.7 Billing & Collections. Agent will inform customer of nexVortex service plan details, billing policy and inform customer of nexVortex online billing system. Agent arranges for billing and online portal trainings of customer at the time service has been ordered. As required, the Agent shall assist nexVortex in resolving any payment related issues with the end user customer.

5.8 Resources, Training & Certifications. Agent is expected to provide sufficient personnel and staff to vigorously promote the sale of nexVortex services. Agent personnel are expected to be knowledgeable about nexVortex and nexVortex Services offered and sold. Agent personnel will be made available periodically to attend training sessions, seminars and/or other reasonable and customary means of maintaining such expertise. Agent or Agent Employees, Agent Representatives, will attend a 1 hour webinar training session per calendar year which includes training on partner and customer portals, billing, tools, pricing, service implementation, order processing, number porting, E911, and best practices before selling or representing nexVortex as an Agent. Individual representatives of Agent who do not attend this training session will be deemed un-Authorized to sell or represent nexVortex.

5.9 EMERGENCY SERVICES LIMITATIONS. The United States Federal Communications Commission (FCC) requires that all Voice Over IP Service Providers, including nexVortex, provide E911 Service to all customers who use nexVortex Services within the United States. Therefore this applies to the nexVortex Services customers based within the United States of America. Agent acknowledges that nexVortex does NOT provide emergency services outside of the United States of America. The equipment and services provided by nexVortex do not support 911 emergency dialing or other emergency functions available using the traditional Public Switched Telephone Network ("PSTN") wireline 911 services. Agent must ensure that the customer's system is able to route 911 and/or emergency services calls and receive 911 call back. Agent agrees to explain how E911 functions to customer and ensures correct service locations are listed on customer documentation or in customer portal.

5.10 Blocked PSTN Terminations. Due to fraud and other factors, some international or premium PSTN terminations may be blocked. The list of blocked PSTN terminations may be updated from time to time by nexVortex and can change without notice. The Agent may obtain a current list of blocked destinations by submitting a request in writing to support@nexVortex.com.

5.11 Market Research & Customer surveys. To gauge the ongoing performance of both nexVortex and the Agent, market research will be conducted on a regular basis. This may include but is not limited to customer surveys and case studies.

5.12 Expenses. Unless otherwise agreed to in writing by nexVortex or indicated in this Agreement, all expenses and costs of Agent, incidental to Agent performance and obligations under this Agreement shall be borne by Agent.

6.0 nexVortex DUTIES. General Duties. nexVortex agrees to: (i) develop, introduce and operate Services to be sold by the Agent under this Agreement, (ii) use reasonable efforts to promote, encourage and increase the sales to and acceptance by customers of the Services through promotions, advertising, leads distribution, public relations, marketing alliances, or any other method at nexVortex's sole discretion; (iii) provide, without charge, initial training to Agent as determined by nexVortex; and (iv) provide on-going Agent Support including but not limited to the following functions: order processing and verification, tracking and follow-up on order status, regular communications, billing and other reasonable problem resolution support on behalf of customer or Agent.

6.1 Sales and Marketing material. nexVortex will provide Agent with the sales and marketing content necessary to properly position and sell the Services to potential customers. This may include but is not limited to service datasheets, handouts, presentations and white papers.

6.2 Sales Support. nexVortex resources and personnel may be made available in direct support to the Agent in support of a sales engagement.

6.3 Education and Agent Training. nexVortex will create and deliver training content to Agent resources in order to keep them current on nexVortex offerings, design, implementation and support best practices and technical consideration. The manner, form, time, and place of training as well as the number of Agent employees being trained at any given session will be determined by nexVortex. Any additional training requested by Agent may be provided by nexVortex at a cost to be published by nexVortex. Travel and Expense costs will be the responsibility of the Agent.

6.4 Pricing. nexVortex will maintain end user pricing. Up to date pricing information will be available through your partner portal, the nexVortex web site, and by manual quotation. nexVortex will use best efforts to provide the Agent with notifications concerning changes in pricing.

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7.0 OWNERSHIP OF INFORMATION AND CONFIDENTIALITY. All business information and materials containing information exchanged between the Parties, directly or through representatives, sub-agents or employees, or otherwise learned by a Party heretofore or hereafter, including, but not limited to, lists of present or prospective customers or of persons that have or shall have dealt with nexVortex or purchased Services through the Agent or otherwise; management information reports; details of contracts, operational methods, plans or strategies; business acquisition plans; commission rates; new personnel acquisition plans; customer or Agents experiences of Services and other business affairs of either Party or its affiliates, shall be treated by as Confidential Information during the period of this Agreement and at all times thereafter. That Confidential Information shall not be disclosed to any person except officers and employees of the receiving Party requiring that information or materials to perform services pursuant to this Agreement, and shall not be used for the benefit of the receiving arty except in connection with services rendered pursuant to this Agreement. The receiving Party shall require all officers, employees and agents to whom that information is disclosed to agree, to the same extent as the receiving Party has agreed, to maintain the confidentiality of the information and materials and not disclose that information or those materials to others. The receiving Party shall be liable to disclosing Party for damages caused by any breach of this provision or by any unauthorized disclosure of that confidential information and those materials by its officers, employees or agents.

7.1 The obligations of Section 7.0 shall not apply to any information and materials which is (i) available to the public through no breach of this Agreement; (ii) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosed; or, (iii) is disclosed in response to a valid order of a court or other governmental body of the United States with jurisdiction over such order, but only to the extent of and for the purposes of such order and only if the Party first notifies the disclosing Party of the order and permits the disclosing Party to seek an appropriate protective order.

7.2 All subscriber and customer information, which includes, but is not limited to, subscriber and customer lists; use of Services; billing and related information; and, subscriber and customer satisfaction information, all of which is collectively referred to as “Subscriber Information” is the exclusive property of nexVortex and is to be used by Agent only during the term of this Agreement, and promptly returned to nexVortex upon termination or expiration of this Agreement.

7.3 Account Ownership. Customers of nexVortex services sold by the Agent shall remain solely as nexVortex customers for such Services. At all times, nexVortex reserves the right to contact end user customers submitted by Agent pursuant to this Agreement.

8.0 AUDITING AND INSPECTING OF AGENT’S RECORDS. During the term of this Agreement, and for one (1) year after termination, or term to coincide with Residual commission payments or expiration of this Agreement, nexVortex reserves the right to obtain access to all transactions and activities covered by this Agreement with reasonable notice to Agent and during Agents regular business hours.

9.0 LIMITATION OF LIABILITY.

THE LIABILITY OF NEXVORTEX TO REPRESENTATIVE UNDER THIS AGREEMENT IS LIMITED TO THE OBLIGATION TO PAY COMMISSIONS AS DESCRIBED HEREIN.

9.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, IN ANY EVENT, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSS OR DAMAGE OF ANY KIND, OR LOST PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR PUNITIVE DAMAGES, BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

9.2 NEXVORTEX WILL HAVE NO LIABILITY TO REPRESENTATIVE FOR COMMISSIONS THAT MIGHT HAVE BEEN EARNED UNDER THIS AGREEMENT BUT FOR THE REFUSAL OF ANY ORDER BY ANY CARRIER TO PROVIDE SERVICES TO ANY PERSON OR ENTITY OR IN THE EVENT OF DISCONTINUATION OR MODIFICATION OF THE SERVICES.

10.0 ADDITIONAL CONFIDENTIAL INFORMATION. Neither Party shall disclose to any third party any information in any and all form received from the other Party under this Agreement, including, but not limited to, information relating to the Party's technology, business strategies, development and pricing. All such information will remain the property of the disclosing Party and the other Party may make only copies of such information in tangible form as is reasonably required for use under this Agreement.

11.0 JURISDICTION, VENUE AND JURY WAIVER. This Agreement is made in Delaware. This Agreement shall be interpreted and construed according to the laws of Delaware; without regard to the conflicts of laws principles. nexVortex and Representative each waive trial by jury in any civil actions or proceedings that are brought by either of Party under this Agreement.

11.1 ASSIGNMENT. Neither this Agreement nor any of rights or obligations hereunder may be sold, assigned, sublet, encumbered or transferred by operation of law or otherwise (hereafter, a "Transfer") without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any transfer by a Party without the other Party's prior written consent, shall entitle the other Party, at its option to: (a) consider the transfer void; (b) consent to the transfer and hold the representative and any transferee(s) liable hereunder; or (c) terminate this Agreement immediately upon delivering written notice to the transferring Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective valid successors or purported assigns.

12.0. FORCE MAJEURE. Neither Party will be liable for delays in performance or for failure to perform when such delay or failure results from a cause beyond its reasonable control. Such causes include, but are not limited to, acts of God, acts of any public enemy, acts or failures to act by another party or a carrier, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, power losses and electromagnetic interference.

13.0 NO WAIVER. Failure or delay on the part of either Party to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof. Neither Party may rely on any oral waiver of any provision of this Agreement.

14.0 NOTICE. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by: (a) hand delivery; (b) first class, registered or certified mail with postage prepaid; or (c) overnight receipted courier service. Notices sent to Representative must be sent to the address first given above and notices sent to nexVortex must be sent to the address set forth below, or such other address as may hereafter be designated in writing by either Party. Notices given in accordance with subpart (b) shall be deemed delivered three days from the date of mailing. Notices given in accordance with subparts (a) or (c) of this Section shall be effective upon receipt or when receipt is refused.

15.0 MISCELLANEOUS. The failure of either Party to give notice as required hereunder or to enforce or insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of any right, term or condition of this Agreement.

15.1 The Parties agree that if either Party to this Agreement brings any civil action related in any manner to this Agreement, the prevailing Party in any such civil action shall recover all of its reasonable attorneys' fees actually incurred and litigation expenses incurred from the non-prevailing Party.

15.2 If any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. Representative and nexVortex agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable.

15.3 This Agreement, including Exhibit A, Exhibit B, Exhibit C, and Exhibit D, hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior oral and/or written agreements and/or representations relating to such subject matter.

15.4 Those Sections of this Agreement that by their nature should survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

15.5 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument. This Agreement may be executed by facsimile signature, and any such facsimile signature by either Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile signature were an original signature.

IN WITNESS WHEREOF, by the authorized signatures below, the Parties have executed this Agreement.

nexVortex, Inc
510 Spring Street, Suite 250
Herndon, VA, 20170

_____
(Print legal business name)

_____
(Print business address)

_____
(Print city, state, zip)

By:_____
(Signature)

Name:_____

Title:_____

Date:_____

By:_____
(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A PRODUCTS AND SERVICES

The following Services are made available for Agency sales pursuant to the terms covered under this Agreement:

i. Voice over IP (VoIP) SIP Trunking Services - Origination
ii. Voice over IP (VoIP) SIP Trunking Services - Termination
iii. Voice over IP (VoIP) SIP Trunking Services – Toll Free Origination
iv. Managed SIP Trunking Services (mSIP)
v. Audio Conferencing Services
vi. Hosted Voice over IP (Hosted PBX)
vii. Hosted Contact Center (cloudQ)
viii. Performance Monitoring Services
ix. nexVortex Branded IP Circuits and MPLS Direct Connect
x. EasyPath SIP to PRI
xi. nVFax

Exhibit B, MEMBER LEVEL COMMISSIONS

The following monthly commission schedule shall apply to Member Level Partners selling nexVortex services as noted under Exhibit A of this agreement. Each table listed below provides specific commissions offered to Member Level Partner by product sold.

Member Level Commissions – Fast Start Program Qualification & Details

Sell and establish four (4) new active accounts in 90 days from the time this agreement is executed or establish $1000 of MRR (Monthly Recurring Revenue) within 90 days from the time this agreement is executed the Member Partner will become eligible for the nexVortex Advanced Level Partner Program. Advanced Level Partner Program commissions start at 15% and include the same upfront commissions as listed in Exhibit B of this agreement.

SIP Trunking, Performance Monitoring, Conferencing, EasyPath & nVFax Sales	
Term Agreement	**Residual Commissions**
Any Term	10% Residual, 15% Residual with Fast Start Qualification

Hosted Voice & cloudQ Sales			
Term Agreement	**Residual Commissions**	**2018 Upfront SPIFF**	**NRC Markup**
1 Year	10% Residual, 15% Residual with Fast Start Qualification	50% x MRC (Minimum 10 Seats)	100% of NRC Markup
2 Year	10% Residual, 15% Residual with Fast Start Qualification	50% x MRC (Minimum 10 Seats)	100% of NRC Markup
3 Year	10% Residual, 15% Residual with Fast Start Qualification	1 x MRC (Minimum 10 Seats)	100% of NRC Markup

2018 upfront SPIFFs apply to new customers only. 2019 upfront SPIFFs will be announced in December of 2018.

Phone Hardware Sales	Commission Rate
Phone Hardware Sales	10% One time payment of sale price of sold nV phone hardware

Managed SIP Trunking with MPLS Direct Connect or nV Branded IP Circuit Connections have two separate commission components; the physical circuit and the SIP Trunking services. The SIP Trunking portion of a managed connection is paid the same as standard SIP Trunking service noted above. The Circuit portion of the sale is paid based on the table below.

Direct Connect and nV Branded IP	Residual Commissions
Managed SIP Direct Connect Circuits or nexVortex Branded IP Circuits	10%

Payment Schedule - Any Commissions to be paid to Agent Representative hereunder shall be based solely on the amounts actually received by nexVortex from a particular Customer for Services sold to Agent Representative's customers hereunder. Residual Commission Payments are made two (2) full billing periods after the given billing period has been closed. SPIFF commissions are paid two (2) full billing periods after customer agreement has been executed. NRC Markup Commissions are paid one (1) full billing period after receiving NRC Markup. Such commission shall be payable to representative seven (7) business days after the end of the

calendar month in which nexVortex shall have actually received its commissions or compensation for the applicable services from the applicable Customer.

Agent is subject to charge back provisions in any case whereby nexVortex incurs bad debt related to a customer brought to nexVortex by Agent Representative. Agent Representative is responsible for reimbursing nexVortex for any such charge backs caused by any sales made by the Agent Representative or its representatives. SPIFFs (Upfront Commissions) apply to new customers only. SPIFF's(Upfront Commissions) and other Promotional Incentives are subject to charge backs or deductions in future commissions due to customer no longer being actively serviced and billed by nexVortex for less than the customer's initial service term. Any monthly commission payment of less than One Hundred Dollars ($100.00) owed may be held until such time that the total commissions due Agent total at least $100.00.

All payments will be made in U.S. dollars. Payments will be made to Agents using electronic transfers or by check delivered via US mail. Any or all of commission payment may be credited to agents account if applicable.

EXHIBIT C MISDEEDS

Agent agrees that it shall not: (i) Mislead customers either in any fashion directly or indirectly by way of advertising, oral statements, or otherwise; (ii) Use the nexVortex brand to entice for bait and switch, or any similar purposes; and (iii) Refer to or in any way disparage other nexVortex Agents or employees to any potential or existing nexVortex customer or any other third party.

EXHIBIT D LEGAL NOTICES

All Legal Notices should be sent to or, if different, the latest details entered at www.nexVortex.com:

nexVortex, Inc.

Attn:	Contract Administrator
Mailing Address:	510 Spring Street, Suite 250 Herndon, VA 20170
Email:	contracts@nexvortex.com