

**Advantage Broker Company
Agreement/Authorization**

Advantage Broker Company, a Florida Corporation (d/b/a Advantage Telcom) (hereinafter “Advantage Broker”), hereby designates and authorizes _____ whose SS# or Federal Tax ID # is _____ (hereinafter “Advantage Partner”) with its/their principal place of business at _____ hereby agree, on the _____ day of _____ in the year _____ that they will abide by the terms set forth in this agreement and its subsequent addendum(s) for the life of this agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, Advantage Broker and Advantage Partner hereby agree as follows.

1. DEFINITIONS

“Service Provider(s)” is defined as a company or companies that would provide products and or services to Advantage Broker’s and Advantage Partner’s clients.

2. OBLIGATIONS OF ADVANTAGE PARTNER

- 2.1 Advantage Partner is an independent contractor and not an employee of Advantage Broker, and as such shall pay all of its expenses incurred in connection with its activities under this Agreement. Advantage Partner shall make no warranties or representations about Advantage Broker or its services other than those specifically authorized in writing by Advantage Broker. Advantage Partner accepts and assumes full and exclusive liability for, and shall hold Advantage Broker harmless from, the payment of all contributions for unemployment insurance or old age pensions, or annuities or any other similar payments, which are measured by the wages, salaries, or other remuneration paid to Advantage Partner or by Advantage Partner to its employees for any and all activities in connection with this Agreement. Advantage Partner hereby covenants and agrees that in dealing with customers and others, Advantage Partner and its employees will represent themselves as being independent contractors of Advantage Broker or Advantage Partner as the case may be, and will not represent themselves as being employees of Advantage Broker.
- 2.2 Advantage Partner, at its sole expense, shall use its best efforts to procure customers for Advantage Broker.
- 2.3 Advantage Partner shall advise all prospective customers that any sale of Advantage Broker’s products and services is subject to the prior written approval of the service providers we represent and shall not be final and/or binding until such time that applicable service provider accepts the sale into its order processing system, which acceptance shall be at the sole and absolute discretion of the service providers and applicable service provider(s). Advantage Partner acknowledges and agrees that Advantage Broker shall have the right to also reject any order submitted by Advantage Partner or discontinue services to any customer in its sole and absolute discretion.
- 2.4 Neither Advantage Partner nor Advantage Partner’s shareholders, partners, officers, directors, or employees shall solicit, without the express prior written consent of Advantage Broker, any of Advantage Broker’s existing customers, the customers of any service provider(s) of Advantage Broker or any firm with which Advantage Broker has an agreement or otherwise competes with Advantage Broker or disrupts Advantage Broker’s sub-agents or other Advantage partners. Nor shall Advantage Partner knowingly disrupt the dealings of Advantage Broker or other Advantage Partners of Advantage Broker

- 2.5 Advantage Partner will be responsible for producing all correspondence, applications, proposals, and other such paperwork related to the procurement of sales, and such paperwork shall be completed by Advantage Partner before submitting same to Advantage Broker for acceptance. Said paperwork shall include previous month's long distance or local bills (remittance page only) which will assure proper credit and quick, accurate provisioning.

3. OBLIGATIONS OF ADVANTAGE BROKER

- 3.1 During the term of this Agreement, Advantage Broker shall keep Advantage Partner informed of the prices, terms and conditions under which Advantage Broker products and services shall be provided to prospective and actual customers. Such prices, terms and conditions may be changed from time to time.
- 3.2 Advantage Broker shall record and report to Advantage Partner all sales made by Advantage Partner procurement and accepted by service provider(s).
- 3.3 Advantage Broker shall provide industry sales motivational training and operational support to its Advantage Partners, advice, application analysis, and resources reasonably necessary to accomplish order processing and provisioning of services for all customers solicited, procured, and accepted by Advantage Broker herein.
- 3.4 Advantage Broker shall issue and assign a sales identification code which will be utilized by Advantage Broker to identify, record, track, monitor, and account for all sales or clients procured by Advantage Partner.
- 3.5 Advantage Broker shall keep and maintain a full and accurate set of relevant books of account and records with respect to all sales, which have resulted from Advantage Partner's prospects and/or sales herein.
- 3.6 Advantage Broker will notify all clients and customers of services available through Advantage Broker and maintain a proactive relationship with all clients.

4. PAYMENT TO ADVANTAGE PARTNER

- 4.1 In consideration for the services performed by Advantage Broker as set forth herein, Advantage Broker agrees to pay the Advantage Partner commissions as set forth on *Schedule A* attached to this Agreement and incorporated herein by reference.
- 4.2 Commissions will be paid to Advantage Partner when a total monthly commission amount owed to Advantage Partner under the terms of this Agreement is \$100.00 or more. Until such time when the total monthly commission is in an amount in excess of \$100.00, there will be no money due.
- 4.3 Within seven (7) business days following Advantage Broker's receipt of monthly commission payments and commission reports from service providers or by the 15 of each month (whichever comes later) Advantage Broker shall pay to Advantage Partner all commissions earned by and attributable to Advantage Partner from said monthly commission payments from service provider(s), and Advantage Broker shall simultaneously therewith furnish to Advantage Partner commission report(s) which reflect all sales and net billed usage revenue attributable to the Advantage Partner from such customers/clients, less applicable taxes, other governmental assessments and one-time or recurring fees.
- 4.4 Advantage Broker Company and the Service Providers that it represents reserves the right to change at their sole discretion the rates or commission percentages set forth on *Commission Schedule A attached hereto*. If any such changes to rates or commission percentages are made by service provider(s) or Advantage Broker Company, Advantage Broker shall notify Advantage Partner of any such change with written notification 10 days prior to the effective date of such changes.

- 4.5 If any carriers or service providers ceases paying commissions to Advantage Broker, payment shall also cease from Advantage Broker to the Advantage Partner in regards to commissions.
- 4.6 Advantage Broker shall be held harmless for service provider(s) ceasing to pay Advantage Broker Company commissions, regardless of the reason.

5. ADVANTAGE BROKER'S PROPERTY, CONFIDENTIALITY AND NON-COMPETITION:

Advantage Partner acknowledges that Advantage Broker will disclose certain trade secrets, unique business methods and procedures, including the names of existing and potential customers, sources, methods, prices, quantities and qualities of its products and services and other information which enables Advantage Broker to compete successfully in its business. As consideration for being engaged by Advantage Broker and the above-described disclosures, Advantage Partner hereby agrees:

- a. That the existing and potential customers, sources, methods, prices, quantities and qualities of its products and services and other information which enables Advantage Broker to compete successfully in its business are considered to be the property of and information owned by Advantage Broker. Advantage Partner further understands that this information is a TRADE SECRET belonging to Advantage Broker, and that if he takes the information for personal use, sells or trades the information, or releases it to an outsider of Advantage Broker, Advantage Partner will be subject to civil and criminal liabilities, with a minimum monetary liability of \$5,000 to Advantage Broker for any violation of this Section.
- b. To treat all such matters relating to Advantage Broker's business as confidential information entrusted to him solely for use in his capacity as a Advantage Partner of Advantage Broker and not to divulge such information in any way to persons outside of Advantage Broker's employ during or after the term of this Agreement.
- c. THAT IN THE EVENT ADVANTAGE PARTNER'S ENGAGEMENT HEREUNDER IS TERMINATED FOR ANY REASON, CONTRACTOR SHALL NOT, UNDER ANY CIRCUMSTANCES, FOR A PERIOD OF TWO YEARS FROM THE DATE OF SUCH TERMINATION:
 1. Retain or use in any way, any information, written or otherwise, concerning active or inactive customers of Advantage Broker, or transmit or reveal any of such information to persons in competition with Advantage Broker or an outsider of Advantage Broker;
 2. Solicit any active or inactive customers of Advantage Broker;
 3. Publish his name or photograph or likeness, or cause or permit same to be published or used in connection with advertising, by or on behalf of any business in competition with Advantage Broker, which makes reference to his former employment with Advantage Broker, or his having done business with any active or inactive customers of Advantage Broker, or which tends to associate Advantage Partner with Advantage Broker.
 4. That in the event Advantage Partner violates any of the provisions of this Agreement; Advantage Broker shall then have the right to receive any compensation earned by Advantage Partner as a result thereof and all other remedies provided by law and in this Agreement.
 5. Advantage Partner acknowledges and agrees that an affidavit from any active or inactive customers of Advantage Broker stating that they had been solicited or contacted by Advantage Partner shall be sufficient proof to allow entry of a judgment for an injunction and/or money damages. Advantage Partner further agrees that Advantage Broker's remedies at law are insufficient and thus, Advantage Partner agrees that injunctive relief may be granted restraining and enjoining further violations of this Agreement, upon proof submitted by affidavit by

Advantage Broker of such violation(s).

d. This Section shall survive termination of the Agreement.

6. SEVERABILITY

The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

7. LIMITATION OF LIABILITY

- 7.1 Each party shall in no event be liable to the other party for any incidental, consequential, or any other indirect loss or damage, including lost profits, arising out of this Agreement or any obligation resulting there from, or the use or performance of any service, whether in an action for or arising out of any cause whatsoever, regardless of the form of action, whether in contract, warranty, strict liability, tort (including without limitation negligence of any kind), equity or otherwise.
- 7.2 Advantage Broker shall have no liability to Advantage Partner for commissions that might have been earned hereunder for any delays in the provision of Services to any customer or in the event of discontinuation of the Services.

8. INSURANCE

During the term of this agreement Advantage Partner shall maintain at its own expense the types, forms and amounts of insurance sufficient to protect adequately Advantage Partner and Advantage Broker from claims for damages for personal injury, including death, or damage to property which may arise or result from the acts or omissions of Advantage Partner or Advantage Partner's officers, employees, subcontractors or Advantage Partners relating to this Agreement. Advantage Broker must be shown as an additional insured on the policy. Advantage Partner shall provide certificates of insurance or true copies of insurance policies to Advantage Broker upon execution of this Agreement. In no event shall Advantage Partner cancel the insurance policies required by this Agreement without the prior written consent of Advantage Broker.

9. TERMINATION

- 9.1 Either party may terminate this Agreement effective immediately by written notice if it is discovered that the other party has: intentionally or in a willful, wanton or reckless manner, made any material, false representation, report or claim relative hereto; violated the other party's copyright or trademark; become insolvent, invoked as a debtor any laws of any relating to the relief of debtors' or creditors' rights, or termination of business; been adjudicated bankrupt; or been involved in an assignment for the benefit of its creditors. Advantage Broker may terminate this agreement effective immediately by written notice if Advantage Partner engages in any deceptive trade practices under the laws of any jurisdiction. Advantage Broker may terminate this Agreement immediately upon notice to Advantage Partner if Advantage Broker determines, in its sole discretion, that Advantage Broker public image, reputation or goodwill will be adversely affected by the activities of Advantage Partner.
- 9.2 Either party may terminate this Agreement on seven- (7) days' written notice if the other party has failed to perform or abide by any of its obligations under this Agreement, unless such default or breach has been cured with 7 days after receipt of such notice. Advantage Broker may terminate this Agreement on seven (7) days' written notice if there occurs any change of control of Advantage Partner.

- 9.3 When any 90-day period elapses with no new prospects or sales of any kind, Advantage Partner may be notified in writing of Advantage Brokers intent to revoke/cancel) of Advantage Partners agreement within a (7day) grace period.
- 9.4 Once Advantage Broker delivers its intent to cancel this agreement in writing Advantage Partner will have a grace period of (7) business days to contact Advantage Broker and remedy situation by explanation, production, or renegotiations of this agreement.
- 9.5 If no new sales of new clients have transpired or contact made to Advantage Broker in attempt to remedy situation by either explanation, new production, or negotiations or Advantage Broker shall at its sole discretion terminate this agreement and revoke/cancel Advantage Partner's affiliation with Advantage Broker.
- 9.6 If termination of this Agreement occurs, no more commissions will be due or paid from that point forward.

10. BINDING EFFECT

- 10.1 This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, and Advantage Partners holding power of attorney, assigns and successors of the parties hereto.
- 10.2 The laws of the State of Florida shall govern this Agreement and any dispute arising between Advantage Broker and Advantage Partner, or any of its officer, employees and agents shall be heard only in Broward County, Florida..
- 10.3 This Agreement, together with the schedules and other attachments hereto, embodies the complete understanding of the parties hereto. This Agreement may not be amended or modified except by an addendum signed by both parties hereto. This agreement supersedes all other agreements or undertakings, written or oral, in effect between the parties relating to the subject matter hereof.

11. INTERPRETATION

In the event of a dispute over the construction, terms and/or conditions of this Agreement, the parties agree that if an ambiguity exists said ambiguity shall not be ruled against the drafter of this Agreement, but according to law and facts.

12. ATTORNEY'S FEES

If any legal proceeding is brought to enforce or interpret this Agreement, or a legal proceeding is brought due to an alleged breach, default or misrepresentation involving any provision, or other dispute between the parties, the prevailing party to the proceeding is entitled to recover reasonable attorney's fees and other costs incurred in the proceeding.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first set forth above.



Advantage PartnerTM Agreement

Revised: June 19, 2003

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info@advantagebroker.com

Advantage Broker Company, Inc. a Florida corporation d.b.a. Advantage Telcom

By: _____
David A. Swart, President

Advantage Partner: _____
Title: _____
Print Name: _____
BY: _____
Address: _____

Phone: _____
Email: _____