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### IPitomy Cloud Services Agent Agreement

This Agent Agreement ("Agreement") is entered into effective as of Click here to enter a date. (The "Effective Date"), by and between Click here to enter text. ("AGENT") whose principal place of business is located at Click here to enter text. and IPitomy Communications, LLC ("CARRIER"), whose principal place of business is located at 2031 Global Ct. Sarasota, FL 34240 with reference to the following facts:

WHEREAS, CARRIER operates as a telecommunications carrier and offers various services to business customers (the "Services"); and

WHEREAS, CARRIER desires to recruit persons and companies to assist CARRIER in selling Services to customers who can utilize the various Services;

WHEREAS, AGENT is desirous of assisting CARRIER in selling Services to customers who utilize the Services;

NOW, THEREFORE, for good and valuable consideration, the receipt of which hereby is acknowledged by all parties, it is agreed by and between CARRIER and AGENT as follows:

1. **DEFINITIONS**

The terms set forth below shall have the following meaning in this Agreement:

* 1. "Commissions" shall be amounts payable by CARRIER to AGENT for its services under this Agreement.
	2. "Customer(s)" shall consist of business customers who contract with CARRIER to utilize the various Services, who are not current customers with CARRIER and have been referred to CARRIER by AGENT and accepted by CARRIER.
	3. "Qualified Revenues" shall mean the usage and monthly recurring revenues generated from business Customers procured by AGENT, excluding taxes, tax-like charges, regulatory assessments, charges for enhanced or other services, minimum usage charges and recurring charges.
	4. “Cloud Services Revenues” shall mean all SMS/Texting, Voice Mail Transcription, Cloud PBX and SIP Trunking Services including MRC’s (monthly recurring revenues), toll charges and overages.
1. **REPRESENTATION OF SERVICES**
Description of Representation.

	1. This is a non-exclusive agreement between CARRIER and AGENT whereby CARRIER appoints AGENT as an independent contractor to generate sales of Services in accordance with the Charges and Business Practices of CARRIER and the terms and conditions set forth herein.
	2. Term. The term of this Agreement and AGENT's representation will commence on the Effective Date and, except as provided below and in Paragraph 2.6 hereof, will continue thereafter. At any time after the Effective Date, CARRIER may terminate the referral of future business by AGENT, without cause, by giving ninety (90) days advance notice to AGENT.
	3. Commissions. As the full and complete compensation for services rendered hereunder, CARRIER shall pay to AGENT commissions ("Commissions") at the rates and on the terms set forth in the Commission Addendum(s) to this Agreement. Commission percentages may only be changed if mutually agreed to by both parties in writing. It is a condition precedent to CARRIER'S obligation to pay Commissions to AGENT on any Customer's telecommunications services that such Commissions are based on “collected qualified revenue,” namely, that CARRIER has actually received payment for the services provided. Specifically, “collected qualified revenue” means amounts billed and received by CARRIER from each Customer sold by AGENT in connection with the Service sold to such Customer by AGENT, subject to Paragraph 1.3. In the event CARRIER makes a refund to any Customer or cannot collect monies due from any CUSTOMER, AGENT shall not be entitled to any Commission on account of the Services to which such refund or nonpayment applies. Additionally, Qualified Revenues include amounts billed to CARRIER by Vendors that have been referred to CARRIER by AGENT. In the event CARRIER receives a credit from any Vendor, AGENT shall not be entitled to any commission on services for which the credit applies. All Commissions are due by the 30th of each month for Commissions earned the previous calendar month.
	4. Reports. CARRIER will supply AGENT with monthly management reports based on billing information.
	5. Commission Payments After Termination of This Agreement. Except for Termination for Cause, as provided in Paragraph 3 below, CARRIER shall be required to pay Commissions to AGENT after termination of this Agreement on Qualified Revenues generated at any time from Customers accepted by CARRIER prior to the termination of this Agreement. AGENT shall not, however, be entitled to any further Commissions or other compensation from CARRIER if AGENT violates or fails to fully comply with any of the terms or conditions set forth in Paragraphs 2,6, 3.1 or 3.2 of this Agreement.
2. **Termination For Cause.**
This Agreement may be terminated by CARRIER, upon notice to AGENT, in the event AGENT violates or fails to fully comply with any of the conditions or covenants required to be performed by AGENT hereunder, including but not limited to engagement of any activity of fraud against CARRIER or any of its customers or accounts; provision of information to customers or prospective customers in connection with the service or this Agreement which is false or misleading; or the insolvency, bankruptcy, receivership or dissolution of AGENT, or assignment of the Agreement without CARRIER’s prior written consent.
	1. This Agreement may be terminated by AGENT, upon notice to CARRIER, only in the event CARRIER fails to make any Commission payment to AGENT when due and fails to cure such non-payment within ten (10) days after notice by AGENT to CARRIER of such default.
	2. Acceptance of Orders and Business. CARRIER shall at all times have absolute discretion to reject any order for Services or to terminate further Services to any Customer without liability to AGENT. CARRIER shall also have absolute discretion with respect to rates charged to end-users of the Services and the terms and conditions of providing such Services to any Customer.
	3. Records to Remain Property of CARRIER. All records of CARRIER, all records pertaining or relating to clients of CARRIER, and all records and documents prepared or generated by AGENT, CARRIER or any other person or entity in connection with the performance of AGENT under this Agreement, including but not limited to account cards, invoice copies, promotional materials, manuals, business plans, sales aids, customer lists, leads and all documents containing the names or addresses of or information relating to clients who have done business with CARRIER shall remain the property of CARRIER at all times during the term of this Agreement, and after termination of this Agreement for any reason.
	4. Reasonableness of Restrictions. AGENT acknowledges and agrees that sales and services are of the essence of this Agreement, along with the relationships created thereby, and therefore, the restrictions placed upon AGENT herein have been determined by the careful thought and final agreement between and among the parties who confirm the reasonableness of said restrictions and subsequent requirements.
	5. AGENT Participants Also Bound. The owners, directors, principals, shareholders, AGENT's, servants, employees, contractors, subcontractors, advisors, and/or consultants of AGENT (hereinafter the "AGENT Participants") shall be personally bound by and required to fully comply with each of the provisions contained in paragraphs 3.1, 3.2 and 3.3 hereof (the "competitive provisions").
3. **NATURE OF RELATIONSHIP AND CONFIDENTIALITY**Independent Contractor Relationship. It is agreed that by virtue of this Agreement, a relationship has been created which is one of independent parties furnishing services to one another for mutual benefit. The parties hereto are not partners, participants in a joint venture, or employer-employee; rather the parties are independent contractors doing business under the terms and conditions of this Agreement. AGENT expressly recognizes that all CARRIER accounts and customers remain in privity of contract with CARRIER. AGENT shall not have authority to enter into any contract or incur any liability on behalf of CARRIER. Additionally, AGENT shall not be entitled to any benefits provided to employees of CARRIER and shall be solely responsible for all costs incurred in connection with its performance under this Agreement. CARRIER shall not be obligated or entitled to make any deductions, withholdings or contributions with respect to AGENT or its personnel with respect to Social Security, Worker’s Compensation, Unemployment Compensation, Income Tax or otherwise under any Federal, State or Local law. AGENT is solely responsible for all expenses and obligations it incurs as a result of its efforts to solicit and serve customers and accounts for CARRIER.
	1. Non-Disclosure of Agreement. The parties agree that this Agreement, and its terms and conditions, shall remain confidential and shall not be disclosed by either party to any person or entity except by order of a court of competent jurisdiction or with the written consent of the other party.
4. **REPRESENTATIONS, WARRANTIES AND RELATED PROVISIONS**
	1. Representation and Warranties of CARRIER:
		1. CARRIER represents and warrants that, except as otherwise specifically provided herein, CARRIER has the power and authority to enter into this Agreement and to grant to AGENT the rights conveyed herein.
	2. Representations, Warranties and Obligations of AGENT:
		1. AGENT shall solicit, market and sell the Services to prospective customers in accordance with the terms of this Agreement and all applicable laws and regulations.
		2. AGENT shall at all times conduct its efforts in a commercially reasonable manner and shall at all times identify CARRIER as the provider of the Service. AGENT shall also solicit the various Services of other suppliers to contract with the CARRIER.
		3. AGENT shall solicit and obtain from prospective Customers service orders on forms supplied or approved by CARRIER for acceptance or rejection at CARRIER's sole discretion.
		4. AGENT shall not use any promotional, marketing, or other form of solicitation or advertising material, in any fashion whatsoever, concerning the Services without the prior written approval of CARRIER.
		5. No rights are granted AGENT to use the logos, marks, designs and other intellectual property of CARRIER and its affiliates (the “Marks”) except the limited permission for AGENT to use the Marks solely to identify CARRIER Service. Notwithstanding the foregoing, AGENT shall not use the name, trade name, service mark, printed materials, art work or other Marks of CARRIER in any promotional or advertising material, statement, document, press release or broadcast, without the written consent of CARRIER.
		6. AGENT has obtained all licenses permits and other approvals necessary to perform its obligations under this Agreement and shall maintain same, as required, in full force and effect during the term of this Agreement. AGENT shall comply with all applicable tariffs, regulatory orders, federal, state and local laws.
5. **MISCELLANEOUS PROVISIONS**
	1. Assignment. Neither this Agreement nor any other benefits to accrue hereunder shall be assigned or transferred by either party, either in whole or in part, without the written consent of the other party, and any purported assignment in violation hereof shall be void.
	2. Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court or agency of competent jurisdiction to be indefinite, invalid, void or otherwise unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In the event any provision contained in this Agreement should ever be deemed to exceed the law in any respect, then the parties hereto agree that such provision shall be amended automatically to provide the party seeking to enforce such provisions with the maximum protection permitted by law.
	3. Entire Agreement. This Agreement (together with the Commission Addendum(s) and any rider hereto) contains the entire agreement between the parties and is intended as a complete and exclusive statement of the terms of their agreement. It supersedes all negotiations, statements, promises, or understandings, if any, made prior to the execution of this Agreement. Any such negotiations, promises, or understandings shall not be used to interpret or constitute this Agreement.
	4. Gender and Number. As used in this Agreement, the masculine feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
	5. Notices. Any notice required or given under this Agreement shall be in writing and be deemed effectively given when presented personally or on the third (3rd) day after mailing by certified or registered mail, return receipt requested, with proper postage prepaid to a party at the addresses specified below or at such other address as either party may hereafter designate by notice in the same manner.

	ADDRESSES FOR NOTICES
	CARRIER: IPitomy Communications, LLC
	Contact: Nick Branica
	Address: 2031 Global Ct.
	City, State, Zip: Sarasota, FL 34240
	Tel. No.: 941.306.2222
	Fax No.: 941-306-2216
	Email Address: finance@ipitomy.com

AGENT:
Contact: Click here to enter text.

Address: Click here to enter text.

City, State, Zip: Click here to enter text.

Tel. No.: Click here to enter text.

Fax No.: Click here to enter text.

Email Address: Click here to enter text.

* 1. Attorney's Fees. Should any civil action or legal proceeding be commenced between the parties to this Agreement, the party prevailing in such action or proceeding shall be entitled to, in addition to such other relief as may be granted, reasonable sum as and for attorneys' fees and costs.
	2. Amendment and Waiver. The terms of this Agreement may be amended, modified or eliminated, or the observance or performance of any term, covenant or provision herein may be omitted or waived (either generally or in a particular instance, and either prospectively or retroactively) only by a writing signed by CARRIER and AGENT. The waiver by either party of any breach by the other party of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
	3. Inurement. This Agreement shall be binding on and inure to the benefit of all heirs, assigns (to the extent permitted) and successors in interest of the parties thereto.
	4. Headlines. The titles and headlines herein are for convenience only and shall not be used to interpret this Agreement.
	5. Interpretation. In matters regarding the construction of this Agreement, any interpretation of this Agreement shall not be construed against either party.
	6. Governing Law. This Agreement is entered into in accordance with and shall be governed by Florida law; provided that if any Florida law shall dictate that the laws of another jurisdiction be applied in any proceeding, such Florida law shall be superseded by this paragraph and the remaining laws of Florida shall nevertheless be applied in such proceeding.
	7. Non-Exclusivity of Appointment. AGENT acknowledges that CARRIER shall at all times have the right to appoint other contractors to perform similar services. Additionally, AGENT shall have the right to perform similar services for other carriers, provided that AGENT provides advance written notice to CARRIER.
	8. Authority to Bind. Each person executing this Agreement on behalf of CARRIER and AGENT hereby warrants that he or she has full and legal authority to execute this Agreement for and on behalf of that entity so as to bind it.
	9. Survival of Provisions. The provisions contained in Paragraphs 3.1, 3.2, and 3.3 of this Agreement, and the other provisions hereof to the extent applicable, shall survive any termination of this Agreement.
	10. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.
	11. Taxpayer I.D. Number. AGENT certifies under penalties of perjury that the taxpayer I.D. number shown below is AGENT's correct taxpayer identification number and AGENT is not subject to backup withholding because: (a) AGENT is exempt from backup withholding, or (b) AGENT has not been notified by the Internal Revenue Service ("IRS") that AGENT is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified AGENT that AGENT is no longer subject to backup withholding.

TAXPAYER I.D. NUMBER:­­ Click here to enter text.

* 1. Location of Legal Proceedings. Any civil action or other legal proceeding arising out of or relating to this Agreement or any dealings between AGENT, on one hand, and CARRIER and/or CARRIER' officers, directors, employees, or AGENT's, on the other hand, whether brought before or after any termination of this Agreement, shall be brought and heard only in a state or federal court located in Sarasota County, Florida and the parties hereto expressly waive any rights under any law or rule to cause any such proceeding to be brought or heard in any other location. AGENT consents to jurisdiction in any state or federal court located in Sarasota County, Florida in any civil action or other legal proceeding arising out of or relating to this Agreement.
	2. Warranties and Liability of CARRIER. CARRIER warrants that it will use reasonable effort to perform its obligations under this Agreement. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES. CARRIER DISCLAIMS AND AGENT HEREBY WAIVES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. CARRIER SHALL NOT BE LIABLE TO CONTRACTOR, ANY CUSTOMER OF CARRIER OR ANY PERSON OR ENTITY UTILIZING ANY SERVICE PROVIDED BY CARRIER, FOR LOSS OF TIME, INCONVENIENCE, LOSS OR INTERRUPTION OF SERVICE, LOST REVENUES OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT, ANY OBLIGATION RESULTING THEREFROM, OR ANY OTHER ACT OR OMISSION OF CARRIER, WHETHER ARISING OUT OF AN ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

**AGENT: Carrier: IPitomy Communications, LLC**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: Click here to enter text. Print Name: Click here to enter text.

Title: Click here to enter text. Title: Click here to enter text.

Date: Click here to enter a date. Date: Click here to enter a date.

# COMMISSION ADDENDUM “A”

Revenues on Cloud Services on sales generated by the AGENT are subject to the commissions below to be paid by CARRIER to AGENT:

|  |  |  |
| --- | --- | --- |
|  | Recurring Cloud Services Monthly Revenue | Agent Commission Percentage  |
| 1. | 0-$5,000 | 20% of Revenues, toll charges and overages |
| 2. | $5,001-$10,000 | 23% of Revenues, toll charges and overages |
| 3. | $10,001-$20,000 | 25% of Revenues, toll charges and overages |
| 4. | $20,001-$50,000 | 30% of Revenues, toll charges and overages  |
| 5. | $50,001 plus | 35% of Revenues, toll charges and overages |

Other Terms and Conditions:

AGENT will receive accelerated commission payments on approved lease deals. Commissions will be paid on 100% of the amount of the IPitomy Services included in the lease once the lease is funded. For example, if AGENT is in the 25% commission tier and sells a lease worth $40,000 in IPitomy Services, they would receive a commission of $10,000.

Initial \_\_\_\_\_\_\_ Initial \_\_\_\_\_\_\_