



## TELEEDIUM INDEPENDENT SALES AGENT AGREEMENT

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, a(n) \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Agent"), and TeleMedium Corporation, a Delaware corporation, whose principal place of business is located at 1231 N. Glenville Dr., Richardson, TX 75081 (hereinafter known as "TeleMedium").

**WHEREAS**, TeleMedium can provide Agent with opportunities to sell TeleMedium's Products and Services (defined in Section 3, below) to various persons and entities in The United States of America and elsewhere ("Customers"); and

**WHEREAS**, TeleMedium desires to use the services of Agent to generate sales of TeleMedium's Products and Services;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements and covenants contained in this Agreement, the parties agree as follows:

- Appointment of Agent. TeleMedium appoints Agent as its non-exclusive sales Agent for the sale to Customers of TeleMedium's Products and Services. Agent is not and will not be deemed to be or hold itself out as an employee or representative of TeleMedium. Agent is an independent contractor solely responsible for its actions and for all expenses, taxes of any nature, kind or description, including, without limitation, all taxes and payments relating to its employees.
- Prospects. TeleMedium hereby acknowledges that Agent intends to vigorously market various services and will incur reasonable marketing and development costs in acquiring customers.
- Products and Services. TeleMedium's services include the provision of call center applications and services, Voice over Internet Protocol ("VoIP") service, e-commerce, database, application design and development, direct Internet access ("DIA") and affinity programs.
- Performance of Duties. Agent will devote its best efforts to the sale of the Services to Customers. Agent's responsibilities under this Agreement will include, without limitation, its maintaining regular contact and a good working relationship with Customers and prospective customers and with the various personnel charged with responsibility for purchasing, marketing and branding on behalf of Customers. Agent agrees to represent TeleMedium products and services in an honest and truthful manner.
- Compensation. Compensation will be determined on a case-by-case basis. TeleMedium and Agent will work to contract each customer brought to TeleMedium



by Agent, and determine a reasonable 'buy rate'. This 'buy rate' will have a margin of profit that will determine commissions paid to Agent based on profitability, and a tiered performance metric outlined in each schedule executed for Customer. Payment to Agent will commence on the second months billing and will continue for the length of the Customer contract, provided the Customer is in good standing with TeleMedium.

6. Accounting. TeleMedium will keep books of account in accordance with generally accepted accounting practices, which reasonably reflects the revenues pertaining to the services provided to customers and shall, at its expense, deliver to Agent, with each monthly invoice sent to Agent, an accounting statement of said revenues.

7. Term of this Agreement. The initial term of the Agreement shall be for two (2) years from the date of this Agreement. Thereafter, the Agreement will automatically renew for additional one-year term, unless Agent notifies TeleMedium in writing of its intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current term. The initial term and all succeeding terms shall be referred to as the "term of this Agreement". TeleMedium reserves the right, at TeleMedium's sole discretion, to terminate this agreement at any time for any reason.

8. Expenses. Agent will pay, and hold TeleMedium harmless from, all costs and expenses incurred by it in connection with its performance under this Agreement, including, without limitation, all costs, taxes and other charges regarding its employees and agents, and will not incur any expense on behalf of TeleMedium. TeleMedium may supply promotional brochures or other sales material on a free of charge basis, but TeleMedium will be under no obligation to do so. The receipt of such brochures or materials on one or more occasions will not entitle Agent to receive such brochures or materials on subsequent occasions. Agent waives any claim for reimbursements of its investments, expenses or payments resulting from lost business upon termination of any Customer relationship by TeleMedium. TeleMedium may, at TeleMedium's sole discretion, pay for certain authorized expenses. Authorized expenses are those submitted to TeleMedium, in writing, and approved in writing by TeleMedium before such expense is incurred.

9. No Guarantees by Agent. Agent will not make any guarantees or warranties about the Products or Services. Guarantees or warranties can only be made by TeleMedium and shall be made in writing to the various Customers. The Agent does agree and guarantee to accurately represent TeleMedium's products, services, and policies and will consult with TeleMedium on any question or inquiry for products or services for which there isn't documentation.

10. No Assignment. Agent will not delegate any of its duties of performance nor assign any of its rights hereunder unless it obtains the prior written consent of TeleMedium which consent will not be unreasonably withheld. A change in the



ownership of Agent will not constitute an assignment, and as such will not require the consent of TeleMedium. TeleMedium reserves the right to assign this agreement to any entity at any time.

11. Confidentiality. Agent and TeleMedium acknowledge that non-public information of and concerning the other party, its business, and its business practices, including, without limitation, software programs, software and other technology research and development, price lists, customer lists, and similar materials, are trade secrets and are and will remain the sole and exclusive property of the respective party. Agent and TeleMedium will cause their employees and agents to, observe complete confidentiality with respect to such information, not disclose it to others, and use it only in furtherance of this Agreement and not in any manner detrimental to either party.

12. Notice. All notices required or contemplated under this Agreement will be in writing and will be served on the other party by personal delivery, by delivery through a recognized overnight express, air courier service, or by facsimile transmission. Such service will be deemed complete when personally delivered, or on the second business day after deposit with the air courier service, or one business day after facsimile transmission receipt is confirmed. The addresses for such notice will be, in the case of TeleMedium, at its then current principal place of business, and, in the case of Agent, at the address stated above.

13. Amendments; Waivers. No amendment, variation or modification of the terms and conditions of this Agreement will be valid or enforceable against the other unless it is in writing and signed by both of the parties hereto. No waiver will be deemed to have been made by any party of any rights under this Agreement unless in writing. Such waiver, if any, will be a waiver only with respect to the specific instance involved and it will in no way affect the rights of the waiving party or the obligations of the other party in any other respect at any other time.

14. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable under present or future laws effective during the term of this Agreement, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.

15. Complete Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter contained herein.

16. Alternate Dispute Resolution. If there is a dispute or controversy between the parties arising out of or relating to this Agreement, or its formation or the construction of any provision or the validity or enforcement of any term or condition (including this Section) or of the entire Agreement, or if there is any claim made that all or any part of this Agreement (including this Section) is void or voidable, the



parties exclusively will submit such dispute or controversy to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration will be held in Dallas, Texas, USA, and will be administered by the Dallas, TX office of the American Arbitration Association. Three arbitrators will be selected from the Commercial Panel of the American Arbitration Association. The arbitrators will have the authority to award any remedy or relief that a federal or state court of the State of Texas, USA, could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the awarding of punitive damages, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. All discovery data will be coordinated by the Chairman of the Arbitration Panel. Unresolved discovery disputes may be brought to the attention of the Chairman of the Panel and may be disposed of by the Chairman. The arbitrators may also decide which party or parties will bear the costs and fees of the arbitration, and to what extent, including arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone calls, court costs, witness fees, and attorneys' fees. Upon the request of any party, the arbitrators' award will include findings of fact and conclusions of law. A judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

17. Use of TeleMedium Name. Agent may use the name TeleMedium, TeleMedium's logo, or trademarks in Agent's advertising and efforts to obtain subscribers to TeleMedium's services. Nothing contained in this Paragraph 17 will confer any rights to or ownership in the TeleMedium name, logos or trademarks to Agent.

18. Compliance with Law. Agent will comply at all times with all applicable governmental laws, ordinances, tax requirements, rules, and regulations.

19. Governing Law, Enforcement of Arbitrator's Requirement. This Agreement will be governed by and interpreted and enforced in accordance with the internal laws of the State of Texas, USA, without regard to principles of conflicts of laws. TeleMedium and Agent hereby expressly consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Texas, USA, in any action, suit or proceeding commenced to enforce the provisions of this Agreement, and each waives any right to object to venue in connection therewith and any right it may have to remove such action or proceeding, once commenced, to another court in any other jurisdiction within or without the USA on the grounds of *forum non conveniens*. Each party consents to service of process in any such action by any of the means specified in Section 16. In addition, TeleMedium and Agent hereby expressly agree that any action related to this Agreement will be instituted only in the State of Texas, USA. It is the intention of the parties that Section 16 governs all disputes under this Agreement.

20. No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors



or permitted assigns. It is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

21. Section Headings and Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require.

22. Non-Solicitation. Agent and TeleMedium hereby acknowledge and agree that during the term of this Agreement and for a period of one hundred eighty (180) days after termination of this Agreement, neither Party shall solicit any business from any Customer(s) of the other Party, except that immediately after termination of this Agreement either Party may solicit any business from any Customer (s) who was a Agent of the other Party’s services. In the event Agent or TeleMedium breaches any of the terms of this Agreement and said breach is not cured within thirty (30) days from receipt of notice by the breaching party, Agent and TeleMedium acknowledges and agrees that the other party shall not be precluded from soliciting any business from any Customer immediately after the above described period for cure expires.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**TeleMedium Corporation**

\_\_\_\_\_ (Agent)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_



**SCHEDULE "A"** (To be executed for each customer.)

<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> 501 (c)(3)	<input type="checkbox"/> Education Facility	Other _____
<b>Customer Information</b>						
Contact:			Position:			
Address:			City:	State:	Zip:	
Phone:			Fax:	Email:		
URL:						

**CONTACT INFORMATION**

Admin Contact	Technical Contact	Emergency Contact
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Phone:</b>	<b>Phone:</b>

**Commission Structure:**

\_\_\_\_\_   
**TeleMedium Corporation**

\_\_\_\_\_   
**Date**