



## AGENT & MASTER AGENT AGREEMENT

This AGENT & Master Agent Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_, (the "Effective Date"), by and between ITC Global Networks, LLC d.b.a. Ironton Global referred to as IG ("IG") whose principal place of business is located at 4242 Mauch Chunk Road Coplay PA 18037-9608 and \_\_\_\_\_ ("AGENT"), whose principal place of business is located at: \_\_\_\_\_ with reference to the following facts:

WHEREAS, IG operates as an IP and TDM communications provider and offers services to retail customers (the "Services"); and WHEREAS, IG desires to recruit persons and companies to assist IG in selling services to customers who can utilize our communications services;

WHEREAS, AGENT desires to assist IG in selling services to customers who can utilize our IG Services;

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

### 1. DEFINITIONS

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

- 1.1. "Commissions" shall be amounts payable by IG to AGENT or Master Agent for its services under this Agreement.
- 1.2. "Customer(s)" shall consist of retail customers who contract with IG to utilize the Services, who are not current customers with IG and have been referred to IG by AGENT and accepted in writing by IG.
- 1.3. "Qualified Revenues" shall mean all revenues for services listed in the attached Services Quote that are generated from IG Customers procured by AGENT Master Agent, excluding taxes, tax-like charges, regulatory assessments, charges for enhanced or other services, and minimum usage charges.
- 1.4. "Services" shall consist of Hosted PBX and associated products & services, SIP trunking, local and long distance services, domestic, toll free & international DID services, LNP services, conferencing services, internet fax services, DIA ("Dedicated Internet Access"), and any associated hardware to deliver IG Services.
- 1.5. "Commissions" must exceed \$20 (twenty dollars) before a check is issued and mailed. Should the AGENT Master Agent have due commissions under the minimum of \$20.00, then the amount is retained until further commissions are earned, thus adding to the total sum due to the AGENT. When commissions reach or exceed \$20, the check will be mailed out in accordance with our commission schedules.

## 2. AGENT ROLES & RESPONSIBILITIES

- 2.1 This is a non-exclusive Agreement between IG and AGENT or Master Agent, whereby IG appoints AGENT as an independent contractor to generate sales of Services in accordance with the tariffs of IG and the terms and conditions set forth herein. The parties hereto are not partners or participants in a joint venture, or employer-employee; rather the parties are independent contractors doing business under the terms and conditions of this Agreement.
- 2.2 AGENT or Master Agent shall function as an independent contractor in accordance with the terms and conditions of this Agreement. AGENT has no authority to act for or on behalf of IG, except as expressly granted in this Agreement, and shall in no way incur any liability on behalf of IG or pledge the IG credit. Violation of any of these terms will constitute a breach of Agreement and be subject to remedy under this Agreement.
- 2.3 AGENT or Master Agent shall conform with, and carry out the sales policies established by, the IG and shall comply with any reasonable instructions given by IG, from time-to-time, using its best efforts to carry out its duties under this Agreement in a manner designed to promote the best interests of IG.
- 2.4 AGENT or Master Agent shall be responsible (and IG shall have no liability) for all expenses associated with AGENT'S performance of its duties hereunder including, without limitation, sub-agent commissions and all employee, travel, promotional and other expenses incurred by AGENT in connection with the introduction of a prospective Customer to IG and the operation of the business of AGENT.
- 2.5 AGENT or Master Agent agrees that it will promptly deliver all Service Agreements to IG in the manner specified by IG.
- 2.6 AGENT or Master Agent expressly recognizes that all IG accounts and customers remain in privity of contract with IG.
- 2.7 AGENT or Master Agent agrees that it will comply, at all times, with all material laws and regulations applicable to its activities under, or contemplated by, this Agreement, including but not limited to, rules governing unauthorized transfer of service.
- 2.8 Acceptance of Orders and Business. IG 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 or Master Agent. IG 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.
- 2.9 The AGENT or Master Agent is solely responsible for ALL communication with end users and customers. Agent shall train, setup and take on all support issues with his/her customer. Agent may contact [support@irontonglobal.com](mailto:support@irontonglobal.com) or call our support team at 1-855-226-0531 at any time for any technical support issues.

### **3. COMPENSATION**

- 3.1 As the full and complete compensation for services rendered hereunder, IG shall pay to AGENT or Master Agent commissions ("Commissions") at the rates and on the terms set forth in the Commission Addendum(s) to this Agreement. IG may modify commission rates upon thirty (30) days written notice. It is a condition to IG's obligation to pay Commissions to AGENT on any Customer's telecommunications traffic that such Commissions are based on "qualified revenue".
- 3.2 In the event IG makes a refund to any Customer or cannot collect monies due from any Customer, AGENT or Master Agent shall not be entitled to any Commission on account of the Services to which such refund or nonpayment applies.
- 3.3 Notwithstanding anything to the contrary in this Agreement, IG reserves the right to deny any Commission where misrepresentation or fraudulent activity is uncovered by IG and to recover any Commissions paid to AGENT or Master Agent relative to any fraudulent activity regardless of when the Service Agreement was signed or the length of time the Service has been provided.
- 3.4 IG shall be responsible for calculating Commissions and agrees to provide AGENT or Master Agent with a monthly accounting summarizing the calculation of its Commissions, based on COLLECTED (not invoiced) funds by IG. AGENT agrees that the monthly statement prepared by IG shall be considered final unless IG receives written objections within thirty (30) days after the date of the monthly statement.
- 3.5 Commissions are released to AGENT or Master Agent on or before the 30th of each month for qualified revenues billed from the previous calendar month.
- 3.6 Commission Payments after Termination of This Agreement. Except for Termination for Cause, as provided in section 3.7, IG shall be required to pay Commissions to AGENT or Master Agent after termination of this Agreement on Qualified Revenues generated at any time from Customers accepted by IG prior to the termination of this Agreement up to a maximum of three (3) months. AGENT shall not, be entitled to any further Commissions or other compensation from IG if AGENT violates or fails to fully comply with any of the terms or conditions set forth in Paragraphs 3.7, 6.1, 6.2 or 6.3 of this Agreement.
- 3.7 Termination for cause. This Agreement may be terminated by IG, upon notice to AGENT or Master Agent, in the event AGENT or Master Agent violates or fails to fully comply with any of the conditions or covenants required to be performed by AGENT or Master Agent hereunder, including but not limited to engagement of any activity of fraud against IG 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, any illegal or unethical activities; or the insolvency, bankruptcy, receivership or dissolution of AGENT or Master Agent, or assignment of the Agreement without IG' prior written consent. AGENT or Master Agent may terminate this Agreement at any time without written notice to IG.

### **4. CONTRACT TERM**

- 4.1 Term. The term of this Agreement and AGENT's representation will commence on the Effective Date and, except as provided below and in Paragraph 3.7 hereof, will continue thereafter. At any time after the Effective Date, IG may terminate the referral of future business by AGENT or Master Agent, without cause, by giving thirty (30) days advance notice to AGENT.

## **5. TAXES**

5.1 IG shall not 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 or Master Agent is responsible for payment of all taxes due as a result of Commissions or any other payments made to Agent by IG.

## **6. LIMITATIONS AND RESTRICTIONS**

6.1 Records to Remain Property of IG. All records of IG, all records pertaining or relating to clients of IG, and all records and documents prepared or generated by AGENT or Master Agent, IG or any other person or entity in connection with the performance of AGENT or Master 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 IG, or who have been referred to IG by AGENT and accepted by IG, are and shall remain the property of IG at all times during the term of this Agreement, and after termination of this Agreement for any reason. All of said records or any part of them are the sole proprietary information of IG and shall be treated by AGENT or Master Agent as confidential information of IG.

6.2 Limitations on AGENT's Use of Proprietary Information. AGENT or Master Agent shall not at any time, or in any manner, directly or indirectly divulge, disclose or communicate to any other person, firm or corporation, nor shall AGENT or Master Agent use for its own benefit other than in connection with the performance of AGENT's duties under this Agreement; (i) any of the names, addresses, telephone numbers of or other data relating to clients of IG, prospective customers of IG, customers referred to IG by AGENT or Master Agent or persons, firms or corporations to whom AGENT may have provided services in his capacity as a contractor for IG; (ii) any of the records or documents referred to in Paragraph 6.1 of this Agreement; or (iii) any other information acquired by AGENT as a consequence of its relationship with IG.

6.3 Reasonableness of Restrictions. AGENT or Master 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.

6.4 AGENT or Master Agent Participants Also Bound. The owners, directors, principals, shareholders, AGENT's, servants, employees, contractors, subcontractors, advisors, and/or consultants of AGENT or Master Agent (hereinafter the "AGENT Participants") shall be personally bound by and required to fully comply with each of the provisions contained in paragraphs 6.1, 6.2 and 6.3 hereof (the "competitive provisions").

6.5 Active Status. In order for an AGENT or Master Agent to continue to receive commissions from qualified revenues, AGENT must retain an active status for which AGENT is required to submit an order for a minimum of one (1) IG Service every quarter of each calendar year to remain active and in good standing.

## **7. NON-DISCLOSURE**

7.1 AGENT or Master Agent agrees that all materials, business practices, methods or other information associated with IG is proprietary and valuable to IG and that unauthorized disclosure or use thereof constitutes a breach of this Agreement and shall cause immediate, substantial and irreparable harm to IG. The parties also 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.

## 8. INDEMNIFICATION

- 8.1 AGENT or Master Agent shall defend, indemnify and hold harmless IG and its officers, directors, shareholders, employees, agents and affiliates, from and against any and all costs, expenses, claims and liabilities (including reasonable attorneys' fees) resulting from the actions of or breach by AGENT or Master Agent (or its employees, sub-agents or contractors arising out of, or in connection with, this Agreement. This indemnification shall include, but not be limited to, (i) a breach of any provision of this Agreement, (ii) misrepresentation of the Services or prices, (iii) the fraudulent, unauthorized or illegal acts of AGENT (or its employees, sub-agents or contractors), (iv) unauthorized transfers of Customers either to or from the Services, and (v) property damage or personal injury caused by the actions or inactions of AGENT (or its employees, sub-agents or contractors).
- 8.2 IG shall defend, indemnify and hold harmless AGENT or Master Agent and its officers, directors, shareholders and employees, from and against any and all costs, expenses, claims and liabilities (including reasonable attorneys' fees resulting from (i) a breach by IG of any provision of this Agreement, (ii) misrepresentation of Services or prices, and (iii) the fraudulent, unauthorized or illegal acts of IG (or its employees or AGENTS).

## 9. TERMINATION

- 9.1 During the contractual period, either party may terminate this Agreement, upon written notice to the other party, for any of the following reasons: a breach is made by either AGENT or Master Agent or IG of any covenant, term or condition of this Agreement and failure to remedy such breach within thirty days after receipt of written notification of such breach.
- 9.2 Termination shall become effective upon the effective date set forth in the notice or upon expiration of the cure period if said breaching party fails to cure such breach. AGENT's right to earn and receive commissions terminates on the effective date of termination of this Agreement.
- 9.3 It is the responsibility of the Agent/Master Agent to conduct support and training (on site preferably) at times when requested by the customer or end-user. The Agent/Master Agent is responsible for **ALL** communications with its customers and **ALL** tech support and training with and for the customer. The Agent/Master Agent may at times, seek the help of Ironton Global's support desk and technical services to assist the Agent remotely and within reasonable efforts. Ironton Global's support is restricted and limited to support to the Agent/Master Agent and not the end user. It is the Agent's responsibility to work with the customer at all times and resolve the technical issues or any other issues (billing, disputes, etc...). Ironton Global support team cannot diagnose problems due to customer's routers or firewalls or network infrastructure. Should customer / end-user be dissatisfied with the services rendered by the Agent/Master Agent as a result of, but not limited to bandwidth, cabling, routing, Firewall, Ports, on site Network or WAN issues, infrastructure (including cabling) and security issues, not showing up (or showing up late) for installation or technical support, failure to render technical support within a reasonable time or other issues, or if end-user is getting complaints from the end-customer regarding agent, Ironton Global reserves the right to terminate this agreement for cause, provided it does so in writing. Agent support can be reached by Email at [support@irontonglobal.com](mailto:support@irontonglobal.com) or by calling 1-855-226-0531. That number is also clearly published on our web site at [www.irontonglobal.com](http://www.irontonglobal.com)

**10. MISCELLANEOUS PROVISIONS**

- 10.1 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.
- 10.2 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 Paragraphs 3.7, 6.1, 6.2 or 6.3 of 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.
- 10.3 Entire Agreement. This Agreement (together with the Commission Schedule(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.
- 10.4 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.
- 10.5 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 or immediately when sent by electronic mail or facsimile.

**ADDRESSES FOR NOTICES:**

AGENT (company Name): \_\_\_\_\_

Authorized Agent Contact: \_\_\_\_\_

Agent's Title: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's City: \_\_\_\_\_

Agent's State: \_\_\_\_\_

Agent's Zip: \_\_\_\_\_

Agent's Main Phone: \_\_\_\_\_

Agent's Fax Number: \_\_\_\_\_

Agent's Business Email: \_\_\_\_\_

ITC Global Networks, LLC dba Ironton Global (IG)

Address: 4242 Mauch Chunk Road

City: Coplay

State: PA

Zip: 18037-9608

Phone: (855) 226-0530

Fax: (610) 794-1001

Email Address: [sales@irontonglobal.com](mailto:sales@irontonglobal.com)

- 10.6Attorney'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.
- 10.7Amendments 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 IG 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.
- 10.8Inurement. 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.
- 10.9Headlines. The titles and headlines herein are for convenience only and shall not be used to interpret this Agreement.
- 10.10 Interpretation. In matters regarding the construction of this Agreement, any interpretation of this Agreement shall not be construed against either party.
- 10.11 Governing Law. This Agreement is entered into in accordance with and shall be governed by Commonwealth of Pennsylvania law; provided that if any Commonwealth of Pennsylvania law shall dictate that the laws of another jurisdiction be applied in any proceeding, such Commonwealth of Pennsylvania law shall be superseded by this paragraph and the remaining laws of the Commonwealth of Pennsylvania shall nevertheless be applied in such proceeding.
- 10.12 Non-Exclusivity of Appointment. AGENT or Master Agent acknowledges that IG shall at all times have the right to appoint other contractors to perform similar services. Additionally, AGENT or Master Agent shall have the right to perform similar services for other service providers.
- 10.13 Authority to Bind. Each person executing this Agreement on behalf of IG 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.
- 10.14 Survival of Provisions. The provisions contained in Paragraphs 6.1, 6.2, and 6.3 of this Agreement, and the other provisions hereof to the extent applicable, shall survive any termination of this Agreement.
- 10.15 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

10.16 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 or Master Agent is not subject to backup withholding because: (a) AGENT or Master Agent is exempt from backup withholding, or (b) AGENT or Master 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.

10.17 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 IG and/or IG' 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 Lehigh County, Pennsylvania 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 Lehigh County, Pennsylvania in any civil action or other legal proceeding arising out of or relating to this Agreement.

10.18 Warranties and Liability of IG. IG 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. IG 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. IG SHALL NOT BE LIABLE TO CONTRACTOR, ANY CUSTOMER OF IG OR ANY PERSON OR ENTITY UTILIZING ANY SERVICE PROVIDED BY IG, 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 IG, WHETHER ARISING OUT OF AN ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.



## **11. FRAUD**

11.1 FRAUD. By enabling (or having us enable by request) International dialing, you hereby understand that you (Agent) assume all responsibilities (financial and other) or fraud, hacking and assume all charges as a result of this. Ironton Telephone Company and IG shall be held harmless in the event of fraud or hacking.

11.2 Whether sold by us, by you or placed at customer's premise, it is REQUIRED that ALL usernames and passwords for ALL PHONES (especially IP), Gateways, ATAs, PBX systems, routers, switches, VPN appliances, portals, servers and other points of entry into your or your customer's LAN or WAN be professionally inspected, tested, reviewed and changed to non-default and very strong encryption user names and passwords.

11.3 Under NO circumstance should you deploy ANY of our services (Hosted IP Telephony or SIP Trunks or others) without a business class Firewall AND a business class router with ALL devices (especially phones and PBX) placed behind the firewall and ALL user names and ALL passwords on ALL devices have been changed to non-default and very strong encryption and length.

11.4 NO device (PBX, IP Phone, Router, Switch, Server, etc...) should be left to its default user name or password for ANY reason.

11.5 Ironton Global is to be held harmless for any fraudulent charges.

11.6 Orders take about 30 days to complete in general, whether there is or there is no porting to be done. While Ironton Global does everything it can to expedite orders at all times, it has no control over losing providers (providers we are porting away from). BE SURE TO LET THE CUSTOMER KNOW WHAT TO EXPECT AND THAT 30 DAYS IS WHAT IS NEEDED UNLESS THERE ARE PROBLEMS IN ORDERING THE CIRCUITS, INCOMPLETE OR INACURATE PAPERWORK. Should agent submit inaccurate or incomplete or missing paperwork, the order will be rejected and the timer does not start till ALL accurate information is received by our ordering department. ALL ORDERS are to be submitted to [sales@irontonglobal.com](mailto:sales@irontonglobal.com)

## **12. SUPPORT**

Ironton Global does not include LAN or WAN network support in its proposals. All supplied customer networks are expected to be VOICE and VIDEO ready with adequate and secure infrastructure. Any required labor associated with hardware, configurations, troubleshooting or support pertaining to the customer's LAN or WAN network will be billed at \$175/Hour (with provision for overtime when the support calls occur after hours (business hours are 8AM to 5Pm Eastern Time) and/or on holidays and week-ends)



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

**Agent or Master Agent signature:**

**Agent or Master agent company name:** \_\_\_\_\_

**Agent's business address:** \_\_\_\_\_

**Authorized contact:** \_\_\_\_\_

**Email address of contact above:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

**Date signed by agent/Master agent:** \_\_\_\_\_

**COUNTER SIGNED BY ITC Global Networks, LLC d.b.a. Ironton Global ("IG")**

**IG officer name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Officer's signature:** \_\_\_\_\_

**Date signed by IG officer:** \_\_\_\_\_

"Effective Date"