

THIS AGREEMENT is made on \_\_\_\_ day of \_\_\_\_\_, 2009 by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, with principal offices at \_\_\_\_\_, and 3NG (3NG Networks LLC), a Delaware corporation ("3NG") having its principal place of business at 8300 NW 53<sup>rd</sup> Street, Suite 350, Doral, Fl. 33166 hereto known as "Both Parties".

1. **Purpose.** The aforementioned Companies wish to explore a business opportunity under which Both Parties may disclose their respective Confidential Information (defined as follows) to each other:

- Know-how of operating communication services
- Marketing information related to operating such services
- Detailed network and equipment configurations
- Company financial information

2. **Definition.** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial data, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the disclosing Company in writing.

3. **Non-Disclosure of Confidential Information.** Both Parties agree not to use the Confidential Information disclosed to it by the other for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two. Both Parties will not disclose any Confidential Information of the other to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business. Both Parties have had or will have those third parties to whom Confidential Information is disclosed or who have access to Confidential Information sign a Non-Disclosure Agreement in content substantially similar to this Agreement, and will promptly notify each other in writing of the names of each such person who has signed such agreements after such agreements are signed. Both Parties agree that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Both Parties utilize to protect its own respective Confidential Information of a similar nature. Both Parties shall notify each other in writing of any misuse or misappropriation of such Confidential Information which may come to its attention.

4. **Mandatory Disclosure.** In the event that either of Both Parties or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other, the party required to make such disclosure shall give prompt notice so that either of Both Parties may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that is legally required to disclose.

5. **Return of Materials.** Any materials or documents which have been furnished by either of Both Parties to each other will be promptly returned via courier or certified mail, accompanied by existing copies of such documentation, after the business possibility has been rejected or concluded.

6. **No License Granted.** Nothing in this Agreement is intended to grant any rights to either of Both Parties under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either of Both Parties any rights in or to each other's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.

7. **Term.** The foregoing commitments of Both Parties in this Agreement shall survive any termination of discussions between the parties, and shall continue for a period of five (5) years following the date of this Agreement.

8. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either of Both Parties may not be assigned without the prior written consent of the other Company. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, and shall be binding upon the parties hereto in the United States. The federal and state courts within the State of Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement.

10. **Remedies.** Both Parties agree that their respective obligations hereunder are necessary and reasonable in order to protect Both Parties and Both Parties' respective businesses and expressly agree that monetary damages would be inadequate to compensate either of the parties for any breach of any covenants and agreements set forth herein. Accordingly Both Parties agree and acknowledge that any such violation will cause irreparable injury to either of the parties and that in addition to any other remedies made available, in law, in equity or otherwise, Both Parties shall be entitled to obtain injunctive relief against breach of this Agreement or the continuation of any such breach.

11. **Modification.** Each party agrees that this Agreement may be modified only in writing signed by Both Parties.

**SIGN HERE**

IN WITNESS WHEREOF, the parties have signed this Agreement, as of the day and year first above written. Signed, Sealed and Delivered in the Presence of:

**3NG NETWORKS, LLC.**

**AGENT**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

THIS AGENT AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2009, between 3NG Networks LLC (3NG) a Delaware Corporation, and \_\_\_\_\_, a \_\_\_\_\_ corporation ("AGENT").

WITNESSETH:

WHEREAS, 3NG is in the business of selling VoIP, Internet and Voice services and products; and

WHEREAS, the AGENT is in the business of selling products and services and desires to furnish such services from 3NG; and

WHEREAS, 3NG desires to avail the services to AGENT on the terms and conditions as herein set forth.

NOW, THEREFORE, it is agreed as follows:

1. Term. This Agreement shall continue on an exclusive basis for one year and thereafter on a month to month basis, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2009, until terminated by either party on not less than ninety (90) days notice in accordance with the notice provisions set forth below.
2. Independent Contractor. The parties to this Agreement intend that the relationship created herein is that of an independent contractor. Neither the AGENT nor any representative, employee, or servant of the AGENT shall be, or shall be deemed to be, the employee, agent, or servant of 3NG, unless there is a direct employment contract between 3NG and such party. 3NG is interested only in the results obtained under this contract; the manner and means of conducting the work are under the sole control of the AGENT. None of the benefits provided by 3NG to its employees, including, but not limited to, compensation, fringe benefits, health insurance and unemployment insurance are available to the AGENT or its employees under this Agreement. The AGENT will be solely and entirely responsible for its acts of its agents, employees, servants, and sub-contractors, during the term of this Agreement and for any benefits due to such persons.
3. Duties Obligations and Availability of Agent.
  - a. The AGENT, through its employees and representatives, shall devote such time as may be necessary to solicit and market to prospective customers, 3NG's products and services and to obtain credit applications and signed orders.
  - b. The employees and representatives of the AGENT are not required to perform services during any particular set of hours or at any particular location.
  - c. The AGENT shall sell the products of 3NG to such persons and businesses as it may desire. 3NG shall have the right to require minimum deposits and to approve or reject any orders submitted by the AGENT. The AGENT will furnish to 3NG such documents as may be in its possession or available to it, as may be requested by 3NG in order for it to grant its approval and shall assist 3NG in obtaining credit information on all prospective customers.
  - d. The AGENT, its employees and representatives shall be truthful in all statements made with regard to 3NG and shall comply with all rules and regulations imposed by 3NG.
  - e. The AGENT will submit to 3NG, for approval, all sales materials, logos and related sales tools with regard to the sale of 3NG's products and services.
  - f. The AGENT shall maintain accurate books and records with regard to its sales on behalf of 3NG and will make them available to 3NG for its review upon reasonable notice.
  - g. The AGENT recognizes and acknowledges that it will acquire and be privy to Proprietary Information of 3NG. The Proprietary Information shall include, but shall not be limited to: business plans, data reports, methods of doing business, customer lists, vendor lists, supplier lists, price lists, studies, findings, ideas and all other information or documentation furnished to it. AGENT agrees for itself and its employees and representatives, to keep confidential, all proprietary information either furnished by 3NG or learned by the AGENT on its own during the course of association with 3NG. At no time will the AGENT, or any of its employees or representatives use such proprietary information for its/his/her own benefit or disclose any such list or information, or any part thereof to any person, firm, corporation, association or other entity for any unauthorized reason or purpose whatsoever.
4. Commissions. Refer to Exhibit A - Commission Schedule
5. Obligations of 3NG. 3NG shall provide AGENT with:
  - a. Procurement to install the services within a reasonable timeframe.
  - b. Interface to view Agent referred customers.

- 6. Notices. Any notice required or permitted under this Agreement shall be in writing, shall be effective when actually received, and shall be hand-delivered or sent by a nationally recognized courier service (receipt requested) or by facsimile transmission or mailed, certified mail, return receipt requested, to the parties at the addresses set forth below:

<b>Provider:</b>	3NG Networks, LLC. ATTN: Partner Channel	<b>Agent:</b>	
<b>Address</b>	8300 NW 53 St, Suite 350 Doral, FL. 33166	<b>Address:</b>	
<b>Telephone:</b>	305-742-2163	<b>Telephone:</b>	
<b>Facsimile:</b>	305-742-2164	<b>Facsimile:</b>	
<b>Contact:</b>	Partner Relations	<b>Contact :</b>	
<b>E-mail:</b>	support@3ngnetworks.com	<b>E-mail:</b>	

- 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 8. Facsimile Signatures. A facsimile signature of any party to this Agreement shall have the same force and effect as an original signature.
- 9. Other Provisions.
  - a. The parties hereto agree that this Agreement supersedes any prior agreement among them, and contains the entire understanding of the agreement among the parties, and cannot be amended, modified, or supplemented in any respect, except by a subsequent written agreement entered into by all parties hereto.
  - b. This Agreement shall be governed in all respects by the laws of the State of Florida.
  - c. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their legal representatives and successors.
  - d. If a dispute arises in regard to this Agreement, the prevailing party shall be entitled to attorney's fees, including fees regarding all judicial appeals, and all costs associated therewith.

**SIGN HERE**

IN WITNESS WHEREOF, the parties have signed this Agreement, as of the day and year first above written. Signed, Sealed and Delivered in the Presence of:

**3NG NETWORKS, LLC.**

**AGENT**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**EXHIBIT A.**

**1. Standard Payments:**

3NG shall compensate AGENT in accordance with plan set forth below based upon the orders installed and Monthly Recurring Revenue collected in a calendar month. 3NG will provide AGENT a web interface to view orders placed and payments received. Percentage of first month is payable after customer makes two complete payments. Recurring commission is payable when customer payment is sufficient to satisfy outstanding invoices. Commission payments are distributed on the 15<sup>th</sup> of the following month.

**Commission Schedule**

TYPE OF SERVICE	% of 1 <sup>st</sup> MONTH	RECURRING	Revenue Tier
Commercial (Voice and Data)	50%*	10%*	<\$7K
Commercial (Voice and Data)	50%*	12%*	\$7,001 to \$14K
Commercial (Voice and Data)	50%*	15%*	>\$14,000

\*These rates are for services sold at retail rates. Any other opportunities, i.e. wholesale / partnership opportunities will be handled on a case by case basis. Recurring Commission rates are applicable to their respective tiers and are not retroactive.

**2. Cancellations:**

In the event customer cancels their service prior to the end of the contract, AGENT is subject to a charge back of commissions. The charge back will be deducted from commissions owed. The following schedule will apply:

**Charge Back Schedule**

Time Frame	Amount
Less than 3 months from service activation	100% of commissioned dollars
Less than 6 months from service activation	50% of commissioned dollars