



This Agreement is made by and between NewTel Systems, Inc., a New York corporation with offices 123 Inwood NY 11096 (NewTel Systems), \_\_\_\_\_, with offices at \_\_\_\_\_ (Agent).

1. Appointment as Agent:

(a)

NewTel Systems hereby appoints Agent, and Agent hereby accepts such appointment and agrees to serve, as NewTel Systems's agent for the referral of and sale of Telecommunications products and services described on Schedule A ("Services") provided by NewTel Systems

(b)

NewTel agrees to pay 15% of non-taxes and government fees to Agent for the life of the referred account

(c)

This Agreement will be effective for a period of 36 months beginning on the last date signed below and will automatically be extended for consecutive annual periods thereafter unless terminated in accordance with its terms.

2. NewTel Systems represents, warrants and covenants as follows:

(a)

Company Name has the right to market and sell the Services on behalf of the NewTel Systems.

(b)

NewTel Systems may make information about the Services available to Agent for its use in connection with the marketing and sale of the Services. NewTel Systems may refer leads to Agent in its sole discretion.

(c)

NewTel Systems will pay Agent compensation determined in accordance with Schedule A for all bona fide Service sales generated by Agent. Without limiting the foregoing, sales to non-creditworthy customers and other sales for which NewTel Systems does not receive payment from the applicable Customer will be deemed not to be bona fide Service sales. Schedule A is subject to modification by NewTel Systems upon 30 days prior written notice.

(d)

NewTel Systems will pay the amount due to Agent under Schedule A with respect to each bona fide sale of Services within 15 business days of NewTel Systems's receipt of its compensation for such sale from the applicable Customer.

(e)

Agent may terminate this Agreement with or without cause upon 30 days' prior written notice. After such termination, NewTel Systems will pay to Agent all amounts due and owing under this Agreement. NewTel Systems's obligation of payment set forth in this Section 2(e) will constitute NewTel Systems's sole obligations to Agent following termination by Agent, and Agent will have no further rights under this Agreement.

3. Agent represents, warrants and covenants as follows:

(a)

Agent will use its best efforts to market and sell the Services on behalf of NewTel Systems. In connection therewith, Agent (i) will perform in a good and professional manner in accordance with highest ethical standards applicable and customary to the telecommunications and Internet service industry, (ii) will comply with all applicable legal requirements, (iii) will not employ any sales or marketing device, tactic or strategy or use any written or graphic marketing materials without the express written consent of NewTel Systems and (v) will pay all of its own expenses. Without limiting the foregoing, Agent may not use NewTel Systems's

1

name or logo in connection with the marketing or sale of the Services unless agreed upon by both parties in writing.

(b)

Agent agrees to indemnify, defend and hold NewTel Systems harmless from and against all claims, losses, liabilities and expenses (including reasonable attorneys' fees) incurred in connection with its breach of Section 3(a). This Section 3(b) will survive the termination of this Agreement.

(c)

Agent is, and at all times during this agreement will be, duly organized, validly existing in good standing in the state of it's organization and will be qualified to do business in each of the jurisdictions in which the

nature of its activities make such qualification necessary.

(d)

Agent's performance under this Agreement does not and will not violate any law or court or administrative order of any kind, require the consent of any third party, or violate, conflict with, or constitute a breach of any material agreement with any third party.

(e)

Agent, on behalf of itself and others claiming by, through or under it, hereby waives all claims it may have, now or in the future, against NewTel Systems arising under this Agreement or related to the sale of the Services.

(f)

The terms of this Agreement are strictly confidential. Any disclosure by Agent of any of such terms will be a material breach of this Agreement; except for a disclosure (a) to any person other than its employees and agents who have a need to know and (b) as necessary to comply with the final order of any court or administrative agency, provided, however, that Agent provides advance notice of such order to NewTel Systems so as to provide NewTel Systems with a reasonable opportunity to seek an appropriate protective order. All press releases regarding this Agreement will be reviewed and approved in writing by both parties. This Section 3(f) will survive the termination of this Agreement.

(g)

NewTel Systems may terminate this Agreement with or without cause upon 30 days' prior written notice. Upon such termination, NewTel Systems will pay to Agent all amounts due and owing under this Agreement, except that upon termination with cause, NewTel Systems may set off against such amounts all of its claims, losses, liabilities and expenses (including reasonable attorneys' fees) arising from such cause or arising under any of Agent's indemnification obligations under this Agreement. NewTel Systems's obligation of payment set forth in this Section 3(g) will constitute NewTel Systems's sole obligations to Agent following termination by NewTel Systems, and Agent will have no further rights under this Agreement. This is a non-exclusive agreement.

4.

Miscellaneous:

(a)

Limitation of Liability. Except as expressly set forth in this Agreement to the contrary, neither party will have any liability whatsoever for any incidental, consequential, punitive or special damages suffered by the other party or by an assignee or transferee of the other party, even if informed in advance of the possibility of such damages. This provision will survive the termination of this Agreement.

(b)

Governing Law; Remedies. This Agreement will be construed in accordance with the laws of the State of New York without giving effect to choice of law principles. In addition to any express remedies for breach provided in this Agreement, the parties may pursue any and all remedies they may have at law or in equity for any breach of this Agreement, which remedies will be cumulative. Agent further agrees that the damages suffered by NewTel Systems on account of Agent's violation or threatened violation of its obligations to comply with applicable laws and ethical standards or its obligations of confidentiality will be irreparable, material and substantial, and that monetary damages will be inadequate. Agent therefore agrees that upon any such violation or threatened violation, NewTel Systems may seek temporary or permanent injunctive relief without prior notice or opportunity to be heard and without the requirement of a bond.

(c)

Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute a single Agreement. Such counterparts may be delivered by facsimile transmission. Any party who delivers this Agreement by facsimile transmission agrees to promptly deliver a fully executed original counterpart to the other party, but the failure to do so will have no effect on the validity or binding effect of this Agreement.

2

(d)

Notices. Any notice permitted or required to be given under this Agreement will be deemed given upon receipt after sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier, to the addresses given above or to any other address designated by the intended recipient in writing. In addition, any notice permitted or required to be given under this Agreement except for a notice of breach, will be deemed given upon receipt if sent by telecopy to any telecopy number designated by the intended recipient in writing, provided that such receipt is confirmed by telephone or return telecopy.

(e)

Relationship of the Parties. The parties acknowledge and agree, for themselves and their affiliates, agents,

and employees, that Agent will at all times be an independent contractor of NewTel Systems and will remain responsible for all matters related to its own employees and agents, including compensation, welfare benefits, withholding, workers compensation, and participation in qualified plans. Except to the extent expressly set forth in this Agreement, NewTel Systems will have no right to conduct or supervise the day-to-day activities of Agent 's employees or agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or other similar relationship among the parties.

(f)

Force Majeure. Neither party will be liable for delays in performance or for failure to perform when such delay or failure results from a cause beyond its reasonable control. Such causes include, but are not limited to, acts of God, acts of any public enemy, acts or failures to act by the other party or a Carrier, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, power losses and electromagnetic interference.

(g)

Effect of Agreement. This Agreement represents the full and final Agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written Agreements, discussions and representations. This Agreement may not be modified except in writing signed by the party against whom such modification is to be enforced. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

(h)

Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that NewTel Systems may freely assign this Agreement to an affiliate or to a successor in interest to substantially all of the assets of NewTel Systems to which this Agreement relates. Any purported assignment contravention of this subsection will be void.

(i)

Severability. If any one or more provisions of this Agreement is held invalid, illegal, or unenforceable, (1) such event will not affect any other provision of this Agreement, (2) this Agreement will be construed without giving effect to such provision, and (3) the parties will negotiate in good faith to replace such a provision with a valid, binding and enforceable provision which has the effect nearest to that of the provision being replaced.

(j)

No Waiver. Failure or delay on the part of either party to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof. Neither party may rely on any oral waiver of any provision of this Agreement

NewTel Systems Telecom, Inc.

Agent

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

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

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

EIN: \_\_\_\_\_

3

Schedule A - Carriers & Commissions

Commission and charges are as stated in the Voip Upsell Document .