

MCC Sales Agent Agreement

IT IS AGREED this ____ day of _____ 2007 between Master Call Communications, Inc., a New Jersey corporation (further "MCC"), and _____ (further "Sales Agent"), that Sales Agent shall sell MCC service under the terms and conditions set forth herein. MCC and Sales Agent are referred to collectively as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, MCC provides interexchange long distance and local telecommunications services (hereinafter referred to as "Services");

WHEREAS, MCC desires to engage Sales Agent as an independent contractor to sell Such services to the public;

WHEREAS, Sales Agent desires, for a commission, to engage in the sale of Services to the public;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

a. "Activation" means the appearance of billable usage on a Customer's account.

b. "Commission" means the commission that MCC pays Sales Agent pursuant to Paragraph 5 herein.

c. "Customer" means a customer of MCC who executed a Service Agreement and who has become a customer of MCC as a direct result of sales Agent's performance under this Agreement. "Customer" shall not include: (I) an individual or entity who has a customer of MCC for any period of time during the sixty (60) days immediately preceding the date Sales Agreement first submits such individual or entity to MCC to become a Customer under this Agreement; (ii) any existing MCC customer account that upgrades MCC service that was initially obtained prior to customer being submitted by Sales Agent to become a Customer under this Agreement or (iii) the consolidation into a single account of multiple accounts that initially contracted for MCC service to being submitted by sales Agent to become a customer under this Agreement.

d. "Commissionable Revenue" is collected revenue from Sales Agent's Customers that serves as a base for calculating a commission. Commissionable Revenue shall be calculated as the total usage-only charges for services provided to Customers introduced to MCC as a direct result of Sales Agent's performance under this Agreement, but shall not include access fees, dial around fees, surcharges, payphone owner compensation, universal service assessments, line and installation charges, monthly fees, activation fees, transfer fees, disconnection fees, 911 and E911 fees, MCC credits and bonuses, taxes, bad debt write-offs, plan discounts, promotional discounts, minimum usage charges, fraudulent charges, subsequently credited charges for any of the foreign or other similar charges assessed against a Customer's account. Usage that is recorded following any breach of this Agreement by Sales Agent or the expiration or other termination of this Agreement shall not be Commissionable Revenue.

e. **“Service Agreement”** means a written subscription for Service to be furnished by MCC, evidenced by a letter of agency, or, in the case of “800” service, a “resp org” form (each, an “LOA) signed by the Customer applicable to each billing telephone number and working telephone number covered by such subscription. Such LOA shall be completed and submitted using only LOA forms supplied by MCC, without modification to any of the terms thereof.

f. **“Service”** means those telecommunications services listed on Schedule A annexed hereto, for which Sales Agent is qualified and authorized by MCC to promote and market orders to Customers. The authorized Services may be eliminated or modified by MCC from time to time in its sole discretion.

2. Sales Agent Responsibilities; Independent Contractor. Sales Agent shall function as an independent contractor in accordance with the terms hereof, attracting customers for MCC’s Services in a non-exclusive, equal access sales territory. Sales Agent is an independent contractor with no authority to act for or on behalf of MCC, except as expressly granted herein. Commissions paid by MCC hereunder are paid in consideration for Sales Agent selling MCC Services. Sales Agent shall comply fully with all applicable federal, state and local laws and regulations. Sales Agent shall conform with and carry out the sales policies established by MCC from time to time in MCC’s sole discretion. Sales Agent shall be responsible for all expenses associated with Sales Agent performance of its duties hereunder including, without limitation, all employee, travel, promotional and other expenses incurred in connection with the solicitation of prospective customers and the operation of Sales Agent’s business. As an independent contractor, Sales Agent shall secure and maintain such insurance as may be required by law and/or good business practice to reasonably insure its employees and operations under this Agreement.

3. Tariffs. Tariffs, or equivalent terms and conditions relating to Services are subjects to change by MCC at any time in its sole discretion.

4. Non-Compete Requirement; Non-Conversion; Breach; Liquidated Damages.

a. During the term of this Agreement, and for twelve (12) months thereafter. Sales Agent shall not, directly or indirectly, solicit, divert, convert or interfere with any MCC customer account or take any action directed at the forgoing.

b. In addition, during such period, Sales Agent shall not interfere with the suppliers, manufacturers, distributors, wholesalers or other companies with which MCC conducts business and shall not induce, solicit or hire any employee of MCC.

c. Because the damages resulting from a breach by Sales Agent of Section 4 are difficult, if not impossible, to calculate, in the event of any such breach and in addition to all remedies permitted by law (i) MCC shall be entitled to terminate this Agreement in accordance with Section 12.e hereof and (ii) in the case of a breach of the first sentence of this Section 4, Sales Agent shall pay to MCC, as liquidated damages and not as a penalty, an amount equal to the total Commissions paid by MCC during the terms of this Agreement with respect to each customer that is converted to another interexchange telecommunications carrier.

5. Commission.

a. MCC shall pay sales Agent a monthly Commission on Commissionable Revenue during the term of the Agreement in accordance with the Commission Schedule set forth in Schedule B attached hereto and incorporated by reference herein. Schedule B may be modified at any time by MCC, in its sole discretion, effective only with regard to Commissionable Revenue of persons who become Customers more that 30 days after the date of

MCC's delivery of notice thereof to Sales Agreement. Commissions shall be paid in arrears, as described in Section 5.b below, on Commissionable Revenues generated upon Activation of the Services by the Customer.

b. Subject to the provisions of Section 5.c, 5.d and 5.e Commission payments shall be made monthly, no later than 30 days following MCC's receipt of Customer's payment of all outstanding invoices with respect to Commissionable Revenue.

c. Charge-backs may be made against Commissionable Revenue with respect to any Customer who received credit subsequent to the period for which Commissionable Revenue originally was calculated. In addition, MCC may charge-back Commissions previously paid or set off future Commission payments for all amounts owing under any Customer account that is more than 30 days in arrears, or that has otherwise been reasonably determined by MCC to be non-collectable.

d. For any Customer account that is more than 30 days past due, MCC may withhold payment of Commissions until Customer account has been brought current.

e. MCC is obligated to pay Commissions for any Customer account shall terminate upon the expiration or other termination of this Agreement for all usage recorded after the effective date of such expiration or termination.

6. Customers; Customer service. MCC shall service Customers in accordance with its standard practices, including billing and collection. MCC represents and warrants that it currently provides customer service from 8AM to 12AM EST Monday to Friday and 8AM to 8PM EST Saturday and Sunday. Customers will at all times be customers of MCC and shall remain customers of MCC after any expiration or termination of this Agreement.

7. Representation and Warranties. Each Party shall perform its obligations under this Agreement in a legal, ethical and professional manner. Neither Party shall misrepresent MCC prices or Services. Sales Agent shall not sponsor or participate in any pyramid or multilevel marketing system. Each Party shall require its respective employees and agents to comply with all terms of this Agreement and shall be responsible for any breach thereof by such person. Sales Agent shall not package any of its business activities in such a manner that Customer must pay any fees, initiation charges or minimums as a Sales Agent-imposed charge for MCC Services. Sales Agent shall submit any reports reasonably requested by MCC. Sales Agent shall: (a) notify its sales force to cease sales efforts immediately upon receiving written notice of termination of this Agreement from MCC and (b) cooperate with MCC to resolve Customer service problems and collection difficulties consistent with MCC policy.

8. Order Acceptance and Cancellation. MCC shall be responsible for the generation of all invoices to its customers, as well as performing all credit investigations on prospective customers and the collection of all account receivables. MCC shall have the right, in its sole discretion and without liability to Sales Agent, to reject any potential customer for lack of credit-worthiness or for any other reason.

9. Confidentiality; Trade Secrets.

a. Neither Party, including the Party's officers, directors, agents or employees, shall disclose the terms of this Agreement to any party without the written consent of the other Party, except as may be required by law. Sales Agent shall not sell, release or otherwise identify Customers as customer of MCC, or disclose to any third party at any time the identities (including, but not limited to, the name, address and telephone number) of the persons or entities

Sales Agent solicits as customers. Sales Agent shall not disclose any trade secrets of MCC to any third party at any time.

b. Sales agent acknowledges and agrees that, in the event of a breach or threatened breach of this article, MCC may be irreparably harmed such that monetary damages will not adequately compensate for its injuries. Notwithstanding the provisions of Section 13 of this Agreement pertaining to arbitration, in the event of any breach or threatened breach of this Section 9, MCC shall be entitled, in addition to any other rights it may have at law or in equity, to a temporary or permanent injunction issued by a court within the County of New York, enjoining and restraining Sales Agent from continuing such breach. In the event that MCC prevails, MCC shall also be entitled to the payment by Sales Agent of all costs associated with, litigation including attorney's fees.

10. Advertising; Trademarks; Service Marks; Trade names. Sales Agent shall sell and market the Services only through the use of advertising, marketing materials, and marketing practices ("Marketing Materials") approved by MCC in writing. All Marketing Materials must be submitted to MCC and approved in writing prior to their use. At any time upon notice from MCC, Sales Agent shall immediately discontinue the use of any Marketing Materials that MCC indicates to Sales Agent should be suspended. Immediately upon the termination or expiration of this Agreement, Sales Agent shall return to MCC any Marketing Material in Sales Agent possession. MCC shall have no liability to Sales Agent for any reason related to the use by Sales Agent of any Marketing Materials or any costs incurred by Sales Agent with respect thereto. Sales Agent shall sell and market the Services under the trade names, service marks, brands and trademarks indicated by MCC ("the Marks"). Sales Agent shall not display or use any MCC marks, and shall not permit the same to be displayed or used by third parties, other than in connection with the sale, distribution or promotion of the Services in accordance with the terms hereof. In the absence of specific prior written consent from MCC, Sales Agent shall not use any part of MCC's Marks as part of its own name, service marks or trademarks, or in any other manner not so approved in writing by MCC. The Marks are proprietary to MCC and nothing in this Agreement constitutes the grant of a general license for their use. Upon termination of this Agreement or delivery of written notice by MCC, all rights of Sales Agent to use the Marks shall expire, and Sales Agent shall immediately discontinue the use thereof.

11. Taxes. Sales Agent is responsible for payment of all taxes due as a result of Commissions or any other payments made to Sales Agent by MCC.

12. Terms and Termination.

a. Except as otherwise provided herein, this Agreement is effective for an initial term of two (2) years from the date first above written. Thereafter, the Agreement shall remain in full force and effect until or unless terminated by either Party upon thirty (30) days written notice.

b. Upon the occurrence and continuation of any of the following events of default, the non-defaulting party shall have the right to cancel and terminate this Agreement: (i) material breach of this Agreement after notice thereof and failure of the breaching party to remedy such breach within ten (10) days of receipt of such notice if such breach is capable of being remedied and (ii) immediately (without any required notice) upon the insolvency of either party, the institution against either party of voluntary proceedings in bankruptcy or any other insolvency law, any substantial assignment of assets by either party for the benefit of its creditor, any corporate reorganization of either party or upon the receivership or dissolution of either party.

c. Upon the occurrence and continuation of any of the following events of default, MCC shall have the right to cancel and terminate this Agreement upon ten (10) days written notice to Sales Agent: (i) any significant change in the ownership or management of Sales Agent effected

without MCC's prior written consent and (ii) entry of any material civil judgment against, or the filing of criminal, regulatory, fraud or similar charges against Sales Agent or any officer, director or major stockholder of Sales Agent.

d. Upon any breach of Section 4 hereof by Sales Agent, MCC may terminate this Agreement immediately upon written notice to Sales Agent.

13. Arbitration. Any dispute arising out of or relating to this Agreement will be finally settled by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. Any court with jurisdiction may enter judgment upon the award rendered by the arbitrator. The arbitration will be held in the City of New York.

14. Limited Warranty; Liability of Parties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MCC MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR REGARDING THE SERVICES TO BE PROVIDED TO CUSTOMERS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. LIABILITY OF MCC IN ANY AND ALL CATEGORIES, INCLUDING BUT NOT LIMITED TO MISTAKE, NEGLIGENCE, ACT OR OMISSION, INTENTIONAL ACTS, AND BREACH, SHALL NOT EXCEED, IN THE AGGREGATE, ONE (1) MONTH'S AVERAGE COMMISSION PAID TO SALES AGENT.

15. Indemnification. Sales Agent shall defend, indemnify and hold harmless MCC and its officers, directors, shareholders and employees, from and against any and all costs, expenses, claims and liabilities (including reasonable attorney fees) resulting from the actions of Sales Agent (or its employees, agents or contractors) arising out of or in connection with this Agreement. This indemnification shall include, but not limited to, breach of any provision of this Agreement, misrepresentation of MCC Services or prices, the fraudulent, unauthorized or illegal acts of Sales Agent (or its employees or agents) and unauthorized transfers of Customers either to or from MCC Services. Sales Agent shall pay to MCC a reasonable administrative fee in connection with any exercise by MCC of its indemnification rights hereunder.

16. Excusable Delay. Neither Party shall be liable for failure to perform its obligations hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, or requests of any government, or of any civil or military authority; national emergencies, insurrections, equipment failures, riots, wars, or strikes, lock-outs, work stoppages, or other labor difficulties.

17. Notices and Inquiries. All notices and inquiries hereunder shall be addressed, in writing, to the Parties as set forth in signatures hereto, which address may be amended by notice in writing.

18. Miscellaneous.

a. Neither Party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other, except that MCC may assign all of rights and obligations to any legal entity which is a subsidiary or affiliated entity of Master Call its Communications, Inc., without consent.

b. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and

obligations contained in the valid terms, covenants or conditions. All schedules to this Agreement constitute a part hereof and shall be deemed to be incorporated by reference herein.

c. The failure of either party to require the strict performance of any of the terms of this Agreement shall not prevent a subsequent enforcement of such term nor is deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

d. This Agreement may not be modified, supplemented or amended, nor may any default hereunder be waived, except upon the execution and delivery of a written agreement signed by both parties.

e. The provisions of Sections 4, 9 and 15 of this Agreement shall survive any termination or expiration hereof.

f. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement upon such parties and enforceable in accordance with its terms.

g. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions.

h. This Agreement constitutes the final and full terms of understanding between the parties and supersedes all previous agreements, understandings, negotiations and promises, whether written or oral, between the parties with respect to the subject matter hereof, except as provided herein.

i. This Agreement shall not be binding unless executed by a duly authorized representative of MCC.

19. Reward Commission.

MCC shall pay Sales Agent a monthly Reward Commission of 5% for the customers referred by Agent's customers. The 5% reward commission will continue as long as Agent customers have monthly usage and the new long distance accounts that you have brought are active.

20. Use of Subagents

Agents are encouraged to subscribe other agents for promoting MCC services. Sales representatives referred by existing MCC Agents are deemed "Subagents". Subagents must sign a separate Agreement with referring Agent and Master Call Communications, Inc.

21. Additional Terms

Customer, signed by MCC Agent, who has no usage of Master Call Communications, Inc service for the period of the last 3 months, will no longer be considered as being referred by the Agent and no commissions will be paid for this customer.

1. Commissions for new customers will be calculated only under the condition that customers are using the service of Master Call Communications, Inc for no less than two months.
2. Agents with collected Commissionable Revenues less than \$501.00 in any given month will receive Commissions as 5% credit posted to their personal MCC account, according to

Schedule B. In this case, Agent has only one opportunity per month to make balance transfer to any another account (amount must be not less than \$10).

3. The Agreement will be temporarily terminated with an Agent who has signed no new customers for the period of 3 months, and no commissions will be paid. Under the condition of Agent's activity renewal, commissions will be paid only for new-signed customers.

4. In case of decrease of Agent Commissionable Revenue by 10 % and more, MCC is entitled to revise a percentage of Agent's Commission.

5. An Agent assumes full responsibility for direct dial service verification made by the Agent himself/herself and for all the disputes arising between customers, whose approval for direct dial service was verified by the Agent, and Master Call Communications, Inc in connection with direct dial service. The charge of **\$2.50** per each direct dial service verification made by Master Call Communications, Inc for the customers referred by the Agent will be deducted from Agent's commissions.

6. There is no additional fee if Agent performs direct dial verification on his/her own, however a one time fee of \$1.10 will be accessed for incorrectly performed verification procedure.

Schedule A

Residential, Commercial, MCC World Global Calling Card and Callback telecommunications services.

Schedule B

In Accordance with the above Agreement, MCC shall pay Sales Agent the Commission according to the following schedule.

Commission is accrued if total collected Commissionable Revenue exceeds \$501 in the given month, otherwise 5% MCC usage credit will be posted on Agent's personal MCC account.

Collected monthly Commissionable Revenue, from	Collected monthly Commissionable Revenue, up to	% Commissions
	\$1,000	10.0%
\$1,001	\$2,000	15.0%
\$2,001	\$5,000	20%
\$5,001	\$20,000	22%
\$20,001 and up		Individual Case Basis

Commissionable Revenue is clustered into specific regions and is calculated according to the commission percentage shown below. Example:

A. Agent's Commissionable Revenue is \$7,000.00

Step	%	\$
\$1-\$1000*	10.0%	\$100
\$1001-\$2000	15.0%	\$150
\$2001-\$5000	20.0%	\$600
\$5001-\$7000	22.0%	\$440
Total Commission		\$1,290

B. Agent's Commissionable Revenue is \$490.00

Agent receives 5% * \$490 = \$24.50 as a MCC service credit posted on Agent's personal account.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by **their** duly authorized officers effective the date first above written.

_____	Agent Name	Master Call Communications, Inc
_____	Agent Number	By: Ross Tsoutiev
_____	Agent Signature	Title: President
_____	SSN (social security number)	Signature:
_____	Date of Birth	
_____	Address	50 Broadway Ste 1109
_____		New York, NY 10004

_____	Home phone	Phone 1 800 816 7907
_____	Cell phone	
_____	Fax	Fax 1 212 324 2390
_____	E-mail	