

**Network Pros, Inc. (Conferencebridges.com)**  
**MASTER AGENT AGREEMENT**

This agreement is between Network Pros, Inc. (NPI) and \_\_\_\_\_ (client). The purpose of this agreement is for NPI to provide conference bridge services, maintenance services, and conference calling to customers of client for just consideration from these clients; and NPI will pay client a commission on all of clients' customers paid invoices. This agreement will be in effect for a period of three years and at the conclusion of the three year period it will continue in effect on a month-to-month basis, until the agreement is terminated in writing by either party.

**NPI agrees to:**

1. Provide conference bridge services, maintenance, and conference calling to client and its customers.
2. Set up all accounts, issue pin codes, handle all calls, and bill the respective customers directly.
3. Bill the clients' customers at the client's suggested rates.
4. Give the client a buy rate of 3 cents for Local Meet Me and 5 cents for 800 Meet Me for reservationless calling, and 12 cents for Local Meet me and 16 cents for 800 Meet Me and Dial Out for operator assisted calling. Web conferencing is: Multi Media StartVisuals, .12 cpm (includes toll free audio); WebEx, .21 cpm; Raindance Lite, .15 cpm; Placeware, .25cpm; and Raindance Pro, .24cpm.
5. Handle all customer service and complaints from clients' customers.
6. Pay commissions to client on a twice per month basis.
7. Keep clients list of customers confidential and not use it in any way without the express approval from the client.
8. For large volume customers, negotiate teleservices rates and commissions on a case-by-case basis.
9. For toll flat rate, unlimited, 24/7 traffic, give the client the buy rates provided on the attached sheet, schedule A. Flat rate service is not guaranteed and is dependent upon port capacity.
10. On all large volume, per minute accounts, discounted rates may be available and NPI will pay client a minimum of 10% of all gross revenue, regardless of sell price.
11. On all conference bridge sales or purchases, NPI will pay the Client 10%.

**Client agrees to:**

1. Utilize NPI as client's conference bridge services, maintenance, and conference calling vendor on a non-exclusive basis.
2. Be classified as an independent contractor for this agreement and as such responsible for your own taxes.
3. Not be employed simultaneously by a conference calling competitor.
4. Assist in promoting conference calling and teleservices to commercial and non-profit organizations.

Both parties agree to defend and hold harmless the other against all claims by any third parties arising out of or related to the actions or omissions of the indemnifying parties in connection with its obligations under this agreement.

Both parties agree to keep the others' information and client information confidential and to not disclose this information or the contents of this agreement without the other's consent.

Either party may cancel this agreement for any reason with written notice to the other party. Commissions will continue to be paid to agents on their accounts that continue to do business with NPI.

Rates are subject to change with a 30-day written notice to client.

NPI Conferencing may, for operational reasons, change the codes or numbers utilized by NPI to provide the Service or vary the technical specifications of the Service, provided any change to the technical specification does not materially affect the performance of the Service.

**VENUE:** This agreement shall be governed by the laws of the state of Texas. Venue for any action related to this contract shall be in Houston, Texas.

**ENTIRE AGREEMENT:** This agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This agreement may be modified only in writing, signed by both parties.

**FORCE MAJEURE:** The parties' performance under this agreement shall be excused if such nonperformance is due to labor difficulties, governmental orders, civil commotions, acts of nature, adverse weather conditions, and other circumstances beyond the parties control.

**SIGNED AND ACCEPTED:**  
*Network Pros, Inc.*

**SIGNED AND ACCEPTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name    Date

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