

VersaPlanet L.L.C.
Agency Agreement
ID# _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2002, by and between VersaPlanet L.L.C., having its principal place of business at 1369 European Drive, Henderson, NV 89052 (herein after referred to as "VersaPlanet L.L.C.") and _____, a _____ (State) _____ Corporation, _____ partnership, _____ sole-proprietorship having its principal place of business at _____ (Address) (Herein after referred to as "Representative").

RECITALS

- A. VersaPlanet L.L.C. is in the business of providing telecommunications services to its customers and wishes to retain Representative on a non-exclusive basis to secure new customers for its telecommunications services.
- B. Representative desires to sell telecommunication services to new customers and has the professional expertise to sell and market telecommunications services.

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

1. Terms and Termination

1.1 Term of Agreement. The Agreement shall remain in force an effect unless and until terminated by either party upon thirty (30) days' written notice to the other party.

1.2. Termination for Cause. Notwithstanding anything to the contrary contained herein, VersaPlanet L.L.C. may terminate this Agreement at any time during the Term immediately upon written notice to the Representative in the event that:

- (a) Representative makes (or is discovered to have made) any material false representations, reports, or claims to VersaPlanet L.L.C. or to any third party in connection with this Agreement, the services of VersaPlanetL.L.C., or VersaPlanet L.L.C. as a whole; or
- (b) Representative engages in fraudulent, criminal or negligent conduct or violates any laws in the connection with the business relationship of the parties or the performance of its services hereunder; or

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- (c) Representative becomes insolvent or involved in any liquidation or termination of business, adjudication as bankrupt, assignment for the benefit of creditors, invoking the provisions of any law for the benefit of debtors, or the filing against a party in any similar proceedings; or
- (d) Representative breaches any provision of this Agreement; or
- (e) Representative attempts to assign this Agreement or any of Representative's duties under this Agreement to another party.

2. Retention OF Representative

2.1 Retention. VersaPlanet L.L.C. hereby retains Representative on a non-exclusive basis to perform the tasks and responsibilities specified herein under the terms and conditions stated in this Agreement. During the Term and thereafter, VersaPlanet L.L.C. reserves the right, without obligation or liability to Representative, to market the telecommunications services as VersaPlanet L.L.C. deems appropriate, whether through VersaPlanet L.L.C. own representatives, other agents, or by any other means in any territory including but not limited to the Designated Territory (as defined herein).

2.2 Representative's Authority. Representative shall perform the duties and provide the services specified in this Agreement which shall consist of marketing those telecommunications services set forth in Exhibit A (the "VersaPlanet L.L.C. Services") to potential customers in the territories specified in Exhibit A (the "Designated Territory"). VersaPlanet L.L.C. reserves the right, from time to time, to modify the VersaPlanet L.L.C. Services set forth in Exhibit A, including adding or deleting any of such VersaPlanet L.L.C. Services or modifying any of such VersaPlanet L.L.C. Services.

Representative shall not have the authority to bind VersaPlanet L.L.C., except as expressly set forth herein.

COMPENSATION

3.1 Amount of Commission. VersaPlanet L.L.C. shall pay Representative a commission (the "Commission") based upon "Payments received on Net Billed Revenue. The amount of Representative's Commission is set forth in Exhibit A, attached hereto and incorporated herein by this reference. VersaPlanet L.L.C. may, from time to time, modify the procedures and Commissions percentages set forth in Exhibit A.

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3.2 Commission Forfeiture. In the event that VersaPlanet L.L.C. terminates this

Agreement for the reasons stated in section 1.2, or in the event that Representative breaches the provisions of Section 7 or 8. VersaPlanet L.L.C.'s obligation to pay Commissions to Representative shall immediately terminate, and Representative agrees that it shall make no further claims for any Commission hereunder.

3.3 Provision for Bad Debt. In the event VersaPlanet L.L.C. cancels a customer sold by representative for non-payment by the customer, Representative agrees to refund to VersaPlanet L.L.C. via Charge back to Representative, any commissions paid on Net billed revenue uncollected from the customer. VersaPlanet L.L.C.'s rights under this section may be exercised by VersaPlanet L.L.C. at any time after VersaPlanet L.L.C., in it's sole discretion, deems the customer's account delinquent. VersaPlanet L.L.C. shall have no obligation to initiate any legal proceedings against such a delinquent customer, prior to exercising VersaPlanet L.L.C.'s rights under this section.

4. REPRESENTATIVE RESPONSIBILITIES

4.1 Marketing. Representative may not offer any terms or conditions on behalf of VersaPlanet L.L.C. which conflict with relevant tariffs, prices, policies, or contracts or which differ from the terms set forth in Exhibit A.

4.2 Sales Volume Requirements. Representative shall be required to maintain a total monthly minimum Net Billed Revenue of \$10,000. Representative shall have 180 days from the date of this Agreement (the 180 day period) to achieve its minimum Net Billed Revenue amount, if this is not achieved then VersaPlanet L.L.C. reserves the right to terminate this agreement. If Representative shall fail to achieve its minimum Net Billed Revenue for three consecutive months, at any time after the 180 day period, then VersaPlanet L.L.C. reserves the right to terminate this Agreement. In the event VersaPlanet L.L.C. terminates this Agreement for failure of Representative to meet the revenue requirements outline above, notwithstanding the provisions of Section 3.3, Representative shall not continue to receive then current Commission payments for existing revenues.

4.3 Representatives Conduct. Representative shall be governed in all dealings with such customers by the highest standards of honesty, integrity, and fair dealing, including compliance with all applicable laws, ordinances and regulations, and shall do nothing which would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of VersaPlanet L.L.C. or upon the services covered by this Agreement and the quality image associated with VersaPlanet L.L.C. Services and VersaPlanet L.L.C.. Representative shall be responsible for and must obtain authorized signatures of customer's representatives on VersaPlanet L.L.C. customer agreement forms, as well as correct information from the customer regarding the customers service requirements and,

where requested by VersaPlanet L.L.C., Representative shall obtain appropriate credit information as specified by VersaPlanet L.L.C.. VersaPlanet L.L.C. shall have no obligation to pay Commissions to Representative in connection with any VersaPlanet L.L.C. Services rendered to a customer procured by Representative if Representative has provided VersaPlanet L.L.C. with material erroneous or inaccurate information regarding such customer.

4.4 Expenses. Representative shall not be entitled to reimbursement for any expenses it incurs in connection with providing services under this Agreement.

5. PRICING AND TERMS OF PRODUCT OFFERINGS.

5.1 No Deviation. Representative shall not deviate from VersaPlanet L.L.C.'s published prices, nor offer volume discounts, rebates, waivers, or any other price adjustments.

6. CONFIDENTIALITY

Representative acknowledges that this Agreement creates a relationship of confidence and trust with respect to all information of a confidential, proprietary or trade secret nature disclosed by or on behalf of VersaPlanet L.L.C. to Representative that relates to the business of VersaPlanet L.L.C., its affiliates, customers, and vendors and the VersaPlanet L.L.C. Services (in the aggregate, the "Proprietary Information"). Such Proprietary Information includes, but is not limited to:

- (a) Business information, including without limitation, information relating to costs, pricing, profit margins, markets, and suppliers, business plans and projections, financial accounting, legal and regulatory data, names, addresses and telephone numbers of current or prospective customers and their respective service or product requirements, credit histories and trade names, sales, marketing and advertising plans, marketing and advertising budgets, rates of attrition, right-of-way plans and agreements, building access plans and agreements, prospective or actual regulatory strategies, prospective or actual local government franchises, licenses or similar permissions to use public ways, and other commercial information.
- (b) Non-Competition- Representative agrees not to sell during or from one year after termination of contract, services related to VersaPlanet L.L.C. from another company.

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7. INDEMNIFICATION

7.1 Representative shall indemnify and hold harmless VersaPlanet L.L.C. and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney fees hereinafter "Claims") arising out of or in any manner relating to:

- (a) Representative's breach of any of the terms of this Agreement;
- (b) Representative's misrepresentation regarding the terms and provisions of VersaPlanet L.L.C. Services to customers, including any action of Representative in which Representative falsely represents that Representative has authority to bind VersaPlanet L.L.C.;
- (c) Representative's activities relating to the marketing of the VersaPlanet L.L.C. Services to VersaPlanet L.L.C. customers; and
- (d) Any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof.
- (e) Any acts or omissions by Representative's sub-agents which, if committed by Representative, would constitute a breach of this Agreement.

7.2 In addition to the rights set out in this Section 7, VersaPlanet L.L.C. reserves the right to withhold payment of Commission due Representative under this Agreement in order to recover expenses for Claims covered by this section.

7.3 VersaPlanet L.L.C. shall indemnify and hold harmless Representative and its officers, directors, agents, and employees from and against any and all claims arising out of or relating to:

- a) VersaPlanet L.L.C.'s material breach of any of the terms of this Agreement;
- b) VersaPlanet L.L.C.'s misrepresentations regarding the terms and provisions of VersaPlanet L.L.C.'s services to customers.

8. GENERAL PROVISIONS

8.1 Construction and Interpretation. Except as otherwise required by tariff or Federal law, this Agreement shall be governed by Nevada law with exclusive venue and jurisdiction of any dispute involving this Agreement in the U.S. district Court or

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(in the event subject matter jurisdiction cannot be established in the U.S. District Court). The Circuit Court for the County of Las Vegas as, State of Nevada.

In the event that any legal action is brought by either party to enforce any term or condition of this Agreement, the prevailing party shall be entitled to recover its actual legal cost, including attorney's fees, court costs and costs of collection, in addition to whatever other relief a court may award. All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal and enforceable. In the event that any term or provision of this Agreement is found to be unenforceable in a court of law for any reason, the remainder of this Agreement shall not be affected thereby and shall be interpreted so as to give full effect to the intent of this Agreement. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of VersaPlanet L.L.C. against Representative or Representative against

VersaPlanet L.L.C., whether predicated on this Agreement or otherwise.

8.2 Assignment. VersaPlanet L.L.C. may assign its rights under this Agreement and this Agreement shall inure to the benefit, of the successors and assigns of VersaPlanet L.L.C., and shall be binding upon Representative. Representative may not assign its rights or obligations under this Agreement without the advance written consent of VersaPlanet L.L.C., which consent may be withheld by VersaPlanet L.L.C. in its sole discretion.

8.3 Entire Agreement and Amendment. This Agreement represents the entire understanding of the parties with respect to the specific matter of this Agreement and supersedes all previous understandings, written or oral, between the parties with respect to the subject matter. This Agreement may only be amended by a writing executed by both parties hereto. Failure by VersaPlanet L.L.C. or Representative to insist upon the other party's compliance with any provision in this Agreement shall not be deemed a waiver of such provision.

8.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally and receipted for, sent by overnight commercial air courier (such as Federal Express), to the parties at their address set forth above or to such other address as a party shall be notified the other party. Any such notice shall be deemed effective and delivered upon the earliest to occur of actual delivery, if delivered personally, one (1) business day after shipment by commercial air courier, or three (3) business days after mailings to the parties at the address set forth below:

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To Representative:

To VersaPlanet L.L.C.:

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8.5 Independent Contractor. representative and VersaPlanet L.L.C., expressly intending that no employment, partnership, or joint venture relationship is created by this Agreement, hereby agree as follows:

- (i) Representative shall act at all times as an independent contractor hereunder and shall hold itself out to third parties as an independent contractor of VersaPlanet L.L.C..
- (ii) Neither Representative nor anyone employed by or acting for or on behalf of Representative shall ever be or be construed as an employee of VersaPlanet L.L.C. and VersaPlanet L.L.C. shall not be liable for employment or withholding taxes relating to Representative or any employee of Representative.
- (iii) Representative shall take all steps to ensure that Representative and Representative's employees are treated as independent contractors of VersaPlanet L.L.C..
- (iv) Representative shall not be free to contract with, and provide representative's services to, parties other than VersaPlanet L.L.C. during the term of this Agreement or for one year after termination, subject to the provisions hereof. This applies to representative selling similar products to VersaPlanet L.L.C., with another company.
- (v) Representative shall not make any commitment or incur any charge or expense in the name of VersaPlanet L.L.C. without prior written approval of VersaPlanet L.L.C., which may be withheld in VersaPlanet L.L.C.'s sole discretion.
- (vi) Representative expressly acknowledges and agrees that except to the extent expressly provided herein, neither Representative nor anyone employed by or acting for or on behalf of Representative shall receive or be entitled to any consideration, compensation or benefits of any kind from VersaPlanet L.L.C., including without limitation, pension, profit sharing or similar plans or benefits, or accident, health, medical, life, or disability insurance benefits or coverage's.

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8.6 VersaPlanet L.L.C. Property. Nothing in this Agreement shall be construed as granting or conferring any rights to Representative by license, franchise, title or interest,

in VersaPlanet L.L.C. or any tangible or intangible property of VersaPlanet L.L.C., including, without limitation, trade names, trademarks, service marks or Proprietary Information.

IN WITNESS WHEREOF, VERSAPLANET and Representative represent that they have read this Agreement, understand it and agree to be bound by all the terms and conditions stated herein.

(Representative)

By: _____

Title: _____

Date: _____

VersaPlanet L.L.C.

By: _____

Title: CEO _____

Date: _____

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EXHIBIT A
VERSAPLANET L.L.C. AGENT AGREEMENT

VERSAPLANET L.L.C. SERVICES

All VersaPlanet L.L.C. tariffed Commercial products and services available within the continental United States.

**EXHIBIT B
VERSAPLANET L.L.C.
AUTHORIZED AGENT AGREEMENT**

AGENT COMMISSION PLAN:

Representative hereby agrees to the following commission schedule for Payments received on Net Billed Revenue:

Residual Payments

Representative will be paid a residual. The residual payment is a percentage of the Representative's Monthly Billing Base that has been paid by customer (Payments received on Monthly Net Billed Revenue). The volume of the paid monthly billing base determines the residual percentage. Commissions for the residual, will be paid according to the following scale:

1.Long-distance Residual %: 7% monthly

2.Calling Card Residual %: 7% monthly

3.Toll-free Service Residual %: 7% monthly

4.Dedicated Internet Residual %: 5% quarterly

5.Dial up Internet%: 10% monthly

6. Channel Banks: \$300 each one time payment

7.VersaPlanet Prepaid Phone Cards: Agent buys wholesale from VersaPlanet L.L.C. and marks them up themselves. (That is the commission)

8.Frame Relay %: 5% quarterly

9.Point to Point%: 5% quarterly

10.DSL Internet %: 2% monthly
EXHIBIT B continued.....

11.Local Service %: 6% monthly

12. Local Business Line Reseller %: 1% monthly

13. Unlimited or Flat Rate Long-distance%: 12% monthly

14. Legal Protection: \$23.50 one time payment per sale

15. Wholesale Long-distance: monthly residual paid to agent, each account varies on rates sold to carrier.

16. Cellular Phone Service: \$25 one time payment per phone contract

17. Pagers: 50% of monthly charge of pager sold by agent, one time payment.

18. Conferencing Calling: 10% of conf. Calling charges, one time payment per conf. Call.

19. Recruiting of Subagents: \$25 of the cost of any kit, one time payment

20. Web Hosting%: 5% monthly

21. Web Design: 2% one time payment

22. Check by Phone or Fax Software: \$4 one time one time payment

23. Sales Training & Tracking Software: \$4 one time payment

24. Unified Messaging %: 5% monthly

- B. Due to changing market conditions, VersaPlanet L.L.C. may adjust the above Commission percentages upward or downward upon sixty (14) days' prior written notice to Representative.
- C. In the event VersaPlanet L.L.C. provides special pricing on any service offered to a customer solicited by Representative, VersaPlanet L.L.C. reserves the right to reduce Representative's Commission rate on revenue billed from such customer to accommodate for the reduction in margin percentage to VersaPlanet L.L.C..