

**MYTELPROS.COM a Division of GREEN RIVER FALLS LLC
RESELLER AGENT AGREEMENT**

INSTRUCTION SHEET

This standard form of RESELLER AGENT (RA) Agreement is by MYTELPROS.COM (MTP) a division of GREEN RIVER FALLS LLC. There are ten (10) pages in the body of the contract, along with the following 2 Exhibits:

- Exhibit A: RA Reseller Agent Commission Plan (page2)
- Exhibit B: IRS W-9 Information Form (page 12)

Here are the instructions for this Contract:

- STEP #1: Review the contract to confirm it is consistent with the Parties' understanding, including the completion of all blanks. Any changes to the terms of the Contract shall require review and approval by GREEN RIVER FALLS LLC's legal department.
- STEP #2: Execute the two original copies.
- STEP #3: Scan and Email or Fax the executed copy to:

MYTELPROS.COM
Phone: 512-428-8422
Fax #: 919-809-7998
Email: info@mytelpros.com

EXHIBIT A – INDEPENDENT RESELLER AGENT (RA) COMMISSION PLANS – RA Product Line

RA earns commissions on Collected Revenue from the Subscribers for the Services as set forth in the following Commission Schedule (“Commissions”). The terms “Collected Revenue” shall mean the usage and service charges collected from RA’s Subscribers and are net of credits or a return provided to the Subscribers by IM in its sole discretion and does not include: (i) taxes and other governmental charges, (ii), credits or returns provided to the Subscribers by IM in its sole discretion, (iii) third Party charges passed through to Subscribers, (iv) deposits and the like, if any. RA acknowledges that commission payments will not be earned if Subscriber fails to pay its first invoice charges to IM.

RA COMMISSION SCHEDULE – (SIP Trunking product line)

Choose one of two commission compensation plans

1. Long Term Plan. Pays out a one-time commission and monthly residual/reoccurring commissions
Or
2. Cash Payout Plan. Doubles Long Term commissions and pays out in 2 payments.

Long Term Plan:

Long Term Plan pays a one-time commission and monthly residual/reoccurring commissions.

1. Earn a \$50 commission per Line/Call Path for all SIP Bundled Trunks sold.
2. Earn a \$75 commission per Call Path for all SIP Unlimited Trunks sold.
3. In addition to one-time commissions, you receive monthly residual/reoccurring payments.

Minimum sale is 2 Lines/Call Paths

Residual/Reoccurring Compensation:

- Collected Revenue \$0 to \$9,999 per month 10%
- Collected Revenue \$10,000 and up per month 15%

RA’s receive the above monthly residual/reoccurring compensation on the total of all RA’s subscribers’ qualified collected revenue.

Cash Payout Plan:

Cash Payout Plan doubles Long Term commissions and pays out in two (2) payments.

1. Earn a \$100 commission per Line/Call Path for all SIP Bundled Trunks sold.
2. Earn a \$150 commission per Call Path for all SIP Unlimited Trunks sold.

Minimum sale is 2 Lines/Call Paths

This Reseller Agent, referred to as (“RA”) Agreement (“Agreement”) dated the ____ day of _____, 20____ (“Effective Date”), is made and entered into by and between MYTELPROS.COM (“MTP”), a Division of GREEN RIVER FALLS LLC a Limited Liability Corporation, and, _____, collectively referred to as the “Parties”.

The Parties agree as follows:

Definitions: For purposes of this Agreement:

“MTP” shall mean MYTELPROS.COM and or GREEN RIVER FALLS LLC, Master Certified Integration Partner of INTERMEDIA Corporation (IM).

“RA” shall mean a Reseller Agent of VOIP Services for MTP.

“Subscriber” shall mean any Person who has subscribed to the Services primarily through the efforts of RA under this Agreement.

“Person” shall mean any individual, corporation, firm, partnership, joint venture, association or other entity, in each case whether or not having a separate legal identity.

“MTP Marks” shall mean the trademarks, service marks, trade names, logos and Web URLs MYTELPROS.COM and or GREEN RIVER FALLS LLC may adopt for itself, its affiliates and Services.

“IM” shall mean INTERMEDIA Corporation supplier of VOIP Services to MTP.

“IM Marks” shall mean the trademarks, service marks, trade names, logos and Web URLs INTERMEDIA Corporation may adopt for itself, its affiliates and Services.

1. Service Description, Authority, RA Obligations:

- 1.1 Right to Solicit Orders: MTP grants RA a non-exclusive license to solicit orders (“Orders”) within the United States for the provision of Services (“Services”) to Subscribers in accordance with this Agreement. RA’s right to solicit Orders is subject to RA complying with all of its obligations under this Agreement; including MTP’s order procedure and fulfillment requirements in effect, which may be modified from time to time by MTP, in its sole discretion. MTP shall have the sole right to determine whether or not a Person is a Subscriber.
- 1.2 Ownership: The Subscriber base shall be deemed to be owned by MTP. RA cannot move, assign, or transfer in any way their subscriber(s), or subscriber(s) revenues to anyone, or any company.
- 1.3 Limitation of Authority: Notwithstanding anything to the contrary herein, (i) this Agreement does not grant RA an exclusive right or privilege to assist MTP in the solicitation of Orders for the Services; (ii) MTP shall not be liable to RA in any way whatsoever if, in MTP’s sole discretion, MTP determines it is not in MTP’s best interest to accept any Order from a particular Person.
- 1.4 MTP Right to Change Features; New Services: MTP retains the right to add, delete or modify any features in the Services in its sole discretion, and RA shall have no rights arising from any such change, including without limitation the right to claim damages for lack or loss of sales or commissions. MTP may offer different services or terminate certain of the existing Services and replace them with similar service offerings that include added functionality (collectively, “New Services”).
- 1.5 RA Obligations:
 - 1.5.1 Sales and Support: RA shall devote such time, energy, skill, and best efforts as may be reasonably necessary to faithfully and diligently discharge RA’s obligations within the terms of this Agreement.

- 1.5.2 Other RA Obligations: RA shall: (i) assist MTP in executing a specific purchase agreement with Subscriber, (ii) timely submit all Orders to MTP in accordance with service Order procedures as communicated to RA by MTP; (iii) not misrepresent the Services to Subscribers or otherwise make any claims, representations or warranties in connection with the Services other than as expressly authorized by MTP; (iv) have no authority to, and shall not bind MTP to any obligations, except as may be expressly set forth herein to the contrary in this Agreement; and (v) perform any specific obligations associated with the Services.
- 1.5.3 Insurance: RA shall maintain liability and worker's compensation insurance in amounts sufficient to insure RA's obligations in accordance with all applicable laws and regulations.
- 1.5.4 Additional Representations, Warranties and Covenants: RA represents the information set forth on the RA Information Sheet attached as Exhibit B as true and complete in all material respects. RA represents and warrants that it has not and will not, enter into any relationship or understanding with any Subscriber pursuant to which RA will receive anything of value from Subscriber, whether directly or indirectly, as a result of any Order for or the usage of the Service, other than payment for services provided by RA in the ordinary course of business. RA shall not disparage, malign, misrepresent or otherwise damage the reputation of MTP or the Services.

2. Use of Service:

RA shall not promote the use of the Services for any unlawful or abusive purpose or in any way that interferes with MTP's ability to provide service to its customers, or damages its property. If RA becomes aware that Services are being fraudulently used by any Subscriber, RA must immediately notify MTP. MTP has the right to interrupt or restrict access to the Services, without prior notice to RA or Subscriber, if MTP suspects fraudulent or abusive activity or activity that interferes with MTP's ability to provide service to its customers. RA shall cooperate with MTP in any fraud investigation. RA agrees to protect password and account information for any administrative access provided to the Services. Upon termination of the Agreement, RA's right to solicit Orders for the Services immediately ceases.

3. Service Availability and Pricing:

RA acknowledges that MTP may, in MTP's sole discretion, revise or withdraw the Services for which RA has the right to solicit orders and/or revise the Pricing for the Services from time to time. MTP will provide RA with reasonable prior written notice of any such revision, which notice shall include the effective date of such revision.

4. Commissions:

During the term of the Agreement, MTP shall pay Commissions to RA in accordance with and pursuant to the commission plan attached hereto as Exhibit A ("Commission Plan"). MTP reserves the right to (a) review and audit all new Subscriber accounts, (b) pursue all available legal remedies in the event RA presents fraudulent orders or otherwise engages in deceptive practices in an effort to collect commissions, (c) modify the Commission Plan for all future Orders, at any time, in its sole discretion, and (d) in the event of any change in MTP's cost of input services or changes in regulatory charges that have the effect of increasing MTP's cost to provide Services, MTP shall have the right to modify the Commission Plan for all Orders (existing and future). Any modification of existing commissions shall be subject to MTP presenting evidence to the RA that a material and demonstrable change has occurred to MTP's cost of service delivery. This evidence will be presented to the RA under the terms of a non-disclosure agreement. Other than in the event of item (d) above, any such modification shall not apply retroactively (i.e., to any order already in service or already accepted by MTP). If MTP suspects that any order placed by RA is not legitimate or is fraudulent in any respect then MTP may withhold payment of commission on such order pending MTP's investigation. MTP shall pursue its investigation of all such orders with reasonable diligence.

- 4.1 Cash Payout Plan: Cash Payout Plan doubles your commission amount as set forth in Exhibit A, and is paid out in two (2) equal payments and there are no residual/reoccurring payments. The first commission payment is made 45 days from the end of the first month that the Subscriber's service was turned up and active (For Example: Subscriber's service was turned up and active any time from 1-2-2013 to 1-31-2013; your first commission payment would mail out on March 15th, which is 45 days from the end of the first month of Subscriber service start date). The second commission payment is paid out six (6) months from the first payment date (For example: Subscriber's service was turned up and active any time from 1-2-2013 to 1-31-2013. Your first commission payment would go out on March 15th which is 45 days from the end of the first month of Subscriber service start date. The second and final commission payment would mail out on August 15th, which is six (6) months from the first payment date.). There are no residual/reoccurring payments for the Cash Payout Plan.
- 4.2 Long-Term Payout Plan: Long-Term Payout Plan pays a one-time commission payment and continued residual/reoccurring payments as set forth in Exhibit A. One-time commission payments are made 45 days from the end of the first month that the Subscriber's service was turned up and active (For Example: Subscriber's service was turned up and active any time from 1-2-2013 to 1-31-2013; your one-time commission payment would go out on March 15th, which is 45 days from the end of the first month of Subscriber service start date). The first residual/reoccurring payment is made 45 days from the end of the first month that the Subscriber's service was turned up and active. All future residual/reoccurring commission payments are made on the first of each subsequent month that the Subscriber's service is turned up and active. (For Example: Subscriber's service was turned up and active any time from 1-1-2013 to 1-31-2013. Your first residual/reoccurring commission payment would go out on March 15th, which would be from both the partial month of January and full month of February. Your second commission payment would go out on April 1st, which would be for the month of March, and on the first of each month after that.)
- 4.3 Residual/Reoccurring compensation: Residual/Reoccurring commissions pay out a monthly residual/reoccurring commission based on total Subscriber Collected Revenues. Collected Revenue is the amount of all of your Subscribers' total monthly billable services excluding taxes and other governmental charges. For total monthly Collected Revenues between \$0 and \$9,999 per month you will receive 10% in residual/reoccurring monthly commissions (For Example: You have 10 Subscribers turned up and active with \$100 per month in billable services, that's \$1000 in total monthly Collected Revenue multiplied by 10% = \$100 residual/reoccurring monthly commission.). For Collected Revenues of \$10,000 and up per month you will receive 15% in residual/reoccurring monthly commissions (For Example: You have multiple Subscribers turned up and active with \$10,000 per month in Collected Revenue multiplied by 15% = \$1500 residual/reoccurring monthly commission.).
- 4.4 Changing Payout Plans: With 45 day written notice and with the written approval of MTP, an RA may change their Payout Plan. If the RA changes from the Cash Payout Plan to the Long Term Plan, the sales and subscriber revenue accumulated under the Cash Payout Plan is not transferable or applicable for residual/reoccurring monthly commissions in any way to future sales under the new Long Term Plan contract. If the RA changes from the Long Term Plan to the Cash Payout Plan the sales and subscriber revenue accumulated under the Long Term Plan residual/reoccurring monthly commissions will continue as set forth in the Long Term Plan contract.

5. Term:

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of up to one (1) year thereafter (the "Initial Term"). Your contract expires on December 31st of the year you signed it and then runs from January 1st through December 31st moving forward. Your contract will be set up for auto-renewal unless you or MTP choose to cancel (see 6.1).

6. Termination:

6.1 Termination for Convenience: Upon expiration of the Initial Term, this Agreement automatically renews on an annual basis unless cancelled by either Party, in writing, forty-five (45) days prior to the expiration of any Term, unless otherwise provided by applicable state law.

6.2 Termination for Cause:

6.2.1 Termination by Either Party for Breach: In the event of default, the Party not in default shall have the right to terminate this Agreement upon written notice to the other Party and the failure of the other Party to cure such default within thirty (30) days of receiving such written notice. The term "event of default" shall mean (i) failure by a Party to observe or perform in any material respect any of the covenants, warranties or agreements contained in this Agreement; (ii) in the case of RA, the forwarding to MTP of fraudulent Orders for Services, by RA; (iii) or a Party's insolvency, assignment for the benefit of creditors, appointment of a trustee, a receiver or similar officer, or commencement of a proceeding seeking reorganization, rehabilitation, liquidation or similar relief under the bankruptcy, insolvency or similar debtor-relief statutes.

6.2.2 Termination by MTP for Lack of Sales: MTP will make sales recommendations to the RA in an attempt to bring their sales up to a minimum of \$500 per calendar year in total monthly Collected Revenues. If the RA fails to do this, MTP shall have the right, exercised in its sole discretion, to terminate this Agreement upon thirty (30) days advance written notice.

6.3 Effect of Termination:

6.3.1 Termination for Reason Other Than Breach By RA Pursuant to Section 6.2.1: Upon termination of this Agreement for any reason other than by MTP due to breach of RA under Section 6.2.1, the parties shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination or the transactions contemplated hereby; provided that MTP will be obligated to pay the Commission for Services to RA (i) indefinitely while the subscriber revenues produced from the sales made by RA remains \$2,000 per month, or (ii) until the expiration of the term of each individual subscriber contract, or (iii) until the expiration of the term of each individual subscriber contract from the time that the revenue produced from the sales made by RA falls below \$2,000 per month; provided that such payment obligation shall cease at the time monthly Commission payments are less than \$200. Both Parties agree to neither disparage the reputation nor harm the goodwill of either Party.

6.3.2 Other Effects: Upon any termination of this Agreement (i) MTP's acceptance of an Order obtained through RA shall not constitute a renewal of this Agreement or waiver of such termination, (ii) all rights and licenses of RA hereunder shall immediately and automatically terminate; (iii) RA shall return to MTP all Confidential Information, and all copies thereof, in its possession, custody and control and shall cease all use of the MTP Marks.

6.4 Termination of Commissions: MTP will not be obligated to pay any and all commissions set forth in this agreement and in Exhibit A to the RA if IM or its assignees stop making commission payments to MTP due to bankruptcy, liquidation, or for any other reason that IM or its assignees discontinue commission payments to MTP. MTP will present evidence to the RA that a material and demonstrable change has occurred to MTP's commissions. This evidence will be presented to the RA under the terms of a non-disclosure agreement.

6.4.1 Cash Payout Plan: MTP will not pay out second commission payment to RA if subscriber cancels service before second commission payment is due.

7. Lack of Sales Commission Reduction:

- 7.1 Tier 1 RAs ($\geq \$10,000$ /month): RA's with billable monthly subscriber revenues of \$10,000 per month or higher who have stopped selling MTP VOIP services for more than 12 continuous months will have their commission as set forth in Exhibit A drop from 15% to 10%.

RA's with billable monthly subscriber revenues of \$10,000 per month or higher who have stopped selling MTP VOIP services for more than 24 continuous months will have their commission drop from 10% to 5%.

RA's with billable monthly subscriber revenues of \$10,000 per month or higher who have stopped selling MTP VOIP services for more than 36 continuous months will have their commission stop completely at the end of the 36th month. The commission cannot be restarted without MTP's written consent.

- 7.2 Tier 2 RAs ($\leq \$9,999$ /month and $\geq \$2,000$ /month): RA's with billable monthly subscriber revenues of \$2,000 to \$9,999 per month who have stopped selling MTP VOIP services for more than 12 continuous months will have their commission as set forth in Exhibit A drop from 10% to 5%.

RA's with billable monthly subscriber revenues of \$2,000 to \$9,999 per month who have stopped selling MTP VOIP services for more than 24 continuous months will have their commission drop from 5% to 2%.

RA's with billable monthly subscriber revenues of \$2,000 to \$9,999 per month who have stopped selling MTP VOIP services for more than 36 continuous months will have their commission stop completely at the end of the 36th month. The commission cannot be restarted without MTP's written consent.

8. Stay Alive Commission Clause (As pertaining to section 7 Lack of Sales Commission Reduction):

RA's with billable monthly subscriber revenues of \$10,000 per month or higher must sell a minimum of \$2000 or higher in billable monthly subscriber revenues per calendar year in order to continue to receive the 15% commission as set forth in Exhibit A (see 7.1).

RA's with billable monthly subscriber revenues of \$2,000 to \$9,999 per month must sell a minimum of \$1000 or higher in billable monthly subscriber revenues per calendar year in order to continue to receive the 10% commission as set forth in Exhibit A (see 7.2).

MTP shall pay Commissions to RA in accordance with and pursuant to the commission plan attached hereto as Exhibit A ("Commission Plan").

9. Assignment:

This Agreement is made for the benefit of MTP and the RA, and not for the benefit of any third parties. RA may not assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent and approval of MTP. MTP may assign this Agreement, without the prior consent of the RA, to any affiliate or to any Person acquiring all or substantially all of the assets or a controlling interest in the voting stock of the assigning Party or any controlling affiliate of the assigning Party. Any attempted assignment in violation of this provision shall be void.

10. Disclaimer of Warranties and Limitation of Liability; Indemnity:

- 10.1 Disclaimer: Except as expressly set forth herein, MTP and its affiliates make no warranties, express or implied, concerning the services or the MTP network, and hereby expressly disclaim all implied warranties, including warranties of merchantability or fitness for a particular use or purpose. Under no circumstances shall MTP or its affiliates be liable to RA or any other person, including, without limitation, subscribers, for any loss, injury or damage, of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays

or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the services or use of the services. Without limiting the generality of the foregoing, MTP and its affiliates shall in no event be liable to RA or any other person, including, without limitation, subscribers, for indirect, incidental or special damages, lost profits, lost savings or any other form of consequential damages, regardless of the form of action, even if MTP has been advised of the possibility of such damages, whether resulting from breach of its obligations under this agreement or otherwise.

10.2 Indemnity: Each Party (the “Indemnifying Party”) shall defend, indemnify and hold the other Party harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney’s fees, resulting from, arising out of, or in any way connected with (a) any breach by the Indemnifying Party of any warranty, representation, covenant or agreement made by the Indemnifying Party herein, (b) the gross negligence or willful misconduct of the Indemnifying Party, or (c) in the case of RA, the unauthorized use of the MTP Marks by RA. The Party’s rights and obligations under this Section shall survive the termination of this Agreement. In no event shall this indemnity be deemed to expand or increase MTP’s liability for Service availability or downtime or alter the disclaimer of liabilities with respect to the MTP Services, it being understood that in all events its liability for such events shall not exceed that arising from MTP’s standard service level agreement.

11. Emergencies:

IM VoIP-based emergency dialing (911) service operates differently than traditional 911 service, and may be limited or not available under certain circumstances. Subscribers of RA are provided with notifications relating to emergency services, and are required to acknowledge the notifications via the customer purchase agreement.

12. Confidential Information and MTP Marks:

12.1 Confidential Information: Neither Party shall use the other’s Confidential Information for purposes other than those necessary to further the purposes of this Agreement. Neither Party will disclose to third Persons the other’s Confidential Information without the prior written consent of the other Party. Each Party understands, acknowledges and agrees that the terms and conditions of this Agreement are confidential and restricted by this Section as to disclosure to any third Person.

12.2 MTP Marks: RA acknowledges MTP’s exclusive right, title and interest in the MTP Marks. RA is hereby given the right to use the MTP Marks in connection with RA’s sales activities hereunder, but always in strict compliance with guidelines and instructions provided by MTP to RA. RA will not modify the MTP Marks in any manner, or incorporate the MTP Marks into any portion of the RA’s corporate or trade name, without the express prior written consent of MTP, which consent may be withheld in MTP’s sole discretion.

13. Customer Support; Training and Marketing:

13.1 Customer Support: Except as may be set forth in definition of RA Obligations herein, MTP and IM shall have the sole and exclusive control and authority over the support of Subscribers, including, without limitation, Service activation, account maintenance, billings and collections and other customer support activities.

13.2 Marketing Materials: RA can create marketing materials referencing or linking to the MTP products and pricing upon prior permission by MTP and upon strict approval of content by MTP. In no event shall such materials or any representations by RA offer any warranties beyond those limited warranties offered by MTP in this Agreement.

13.3 Miscellaneous Provisions:

13.3.1 Laws, Rules, and Regulations: This Agreement shall be governed by and construed in accordance with the laws of the states of North Carolina, without regard to the principles of conflict of laws. Parties agree that the exclusive venue of any action related to this Agreement shall be the state or federal courts located in Raleigh, Wake County, North Carolina, and parties consent to the jurisdiction and venue of such courts. This Agreement is subject to all federal laws, rules and regulations.

13.3.2 Force Majeure: Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party as of the Effective Date and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other prompt written notice of such cause, and in any event within fifteen (15) calendar days of discovery thereof.

13.3.3 Independent Parties: RA shall be deemed an independent entity for all intents and purposes, including, without limitation, federal taxation. RA shall pay all expenses in connection with performing its obligations in this Agreement and shall not incur any indebtedness on behalf of MTP in connection with such expenses.

13.3.4 Attorneys' Fees: If any action shall be brought on account of any breach of or to enforce or interpret any of the terms or conditions of this Agreement, the most prevailing Party shall be entitled to recover from the other reasonable attorneys' fees.

13.3.5 Severability: In the event that any provision of this Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions of this Agreement.

13.3.6 Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

13.3.7 Fair Interpretation; Headings: This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise. The headings and captions used are used for convenience.

13.3.8 Complete Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes and replaces all prior or contemporaneous understanding or agreements, written or oral, between the parties regarding such subject matter.

13.3.9 Remedies: The rights and remedies of the Parties hereunder shall not be mutually exclusive, *i.e.*, the exercise of one (1) or more of the provisions of this Agreement shall not preclude the exercise of any other provision of this Agreement.

13.3.10 Survival: Sections 6, 7, 8, 9, 10, 11, 12, 14, and 15 of this Agreement will survive Termination or expiration of this Agreement and remain in full force and effect.

14. Notice:

Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by telephone facsimile, a recognized overnight courier, or United States mail, and shall be deemed to have been received when (a) delivered in person or received by facsimile, (b) one (1) business day after delivery to the office of such overnight courier service, or (c) three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other Party, at the following respective addresses:

To MTP:
MYTELPROS.COM
Telephone: 512-428-8422
Facsimile: 919-809-7998
Attention: CFO

To RA:

Telephone: _____
Facsimile: _____
Attention: _____

Either party may give written notice of a change of address.

15. Recourse for Prior Incorrect Billing:

Upon review, if MTP finds that an incorrect billing has occurred in prior period, MTP reserves the right to make correction in the current period and adjust the current commissionable revenue accordingly.

Cash Payout Plan

RA agrees to all terms and conditions within agreement as it refers to the Cash Payout Plan and agrees to the one-time commission payment (split into two equal payments) as set forth herein.

Long-Term Payout Plan

RA agrees to all terms and conditions within agreement as it refers to the Long-Term Payout Plan and agrees to the commission payments and residual/reoccurring payment schedules as set forth herein.

Executed effective as of the Effective Date

I understand that with 45 days written notice, and with the written approval of MTP, I may change my Payout Plan.

By signing below I have chosen the _____ **Plan**
and accept all the terms associated with this plan. *(Write in the plan you have chosen)*

Cash Payout (see 4.1)

Long-Term Payout (see 4.2 & 4.3)

FEIN or SS Number: _____

Reseller Tax ID: _____

Reseller Agent:

Print Name

Title

Signature

Date

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See specific instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
OR
Employer identification number
: : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. citizen or other U.S. person (defined below).
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such businesses. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,