

GNS CONTRACT COMPLETION INSTRUCTIONS

PAGE 1 THROUGH 4

Agent #: To be assigned by GNS

Manager #: To be assigned by GNS

Name: Enter your name. If you are a company, enter your company name.

Contact Name: If you are a company, enter the name of the person authorized to execute this contract on behalf of the company. If you are an individual do not complete this section.

Address, Apt, City, State and Zip: Enter your home or business address. This is the address that will be used for mailing checks and issuing 1099 forms at the end of the year.

SS# / Tax ID: Enter your social security number if you are an individual or your tax ID number if you are a company.

Email: Enter the email address that will be used to receive emails from GNS. Your email should have the capability of receiving files of at least 10M.

Enter the current day, month and year.

Name: Enter your full individual or company legal name

City & State: Enter the legal city and state of residence. If Company, enter corporate head quarter city and state.

Initial and DATE the bottom of each page from page 1 through 5.

PAGE 6, 7 & 8

Authorized Agent: If you are a business, Write your name next to this item.

By: On the bottom right section under "Authorized Agent", **sign** your name.

Name: On the bottom right section under "Authorized Agent", print your name.

Title: On the bottom right section under "Authorized Agent", print your title if you are a company.

Date: On the bottom right section under "Authorized Agent", print today's date.

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Product Acceptance: Initial all items that you want to sale under GNS.

Non Compete Acceptance: Initial all items that are initialed for Product Acceptance.

Mail original signature to the address indicated at the bottom of page 7 or fax to (248) 313-2010 or scan and email to d.savoi23@gnsinc.net.



GLOBAL NETWORK SOLUTIONS, LLC

INDEPENDENT DEALER AGREEMENT

Agent #: _____ **Manager #:** _____

Name: _____ Contact Name (if Company): _____

Address: _____ Apt./Suite #: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Cellular: (____) _____

SS #/Tax ID: _____ Email: _____

THIS INDEPENDENT DEALER AGREEMENT is made and entered into as of this ____ day of _____, 20____,
by and between **GLOBAL NETWORK SOLUTIONS, LLC.**, of West Bloomfield, Michigan, and
_____ of _____
(name) (city and state)

WITNESSETH:

Global Network Solutions, LLC provides an array of products and services related to network troubleshooting, data transmission and call routing. Dealer desires to obtain orders for some or all of these services as an Independent Contractor. This agreement does not create a partnership or joint venture between Dealer and Global Network Solutions, LLC.

In this dealer agreement (the "Agreement"), the words "GNS", "we", "our" and "us" mean Global Network Solutions, LLC and the words "agent", "representative", "you" and "your" mean the Independent Dealer named above and its employees, agents, affiliates, officers, directors, partners, shareholders, successors, assigns and independent contractors. "Services" means the services and products provided by Global Network Solutions, LLC.

1. Appointment of Dealer:

- a. We appoint you as our authorized dealer to market our services and products described and initialed in the "Schedule of Products". You will market our services in accordance with the rates, terms and conditions stated by us. You may only use the materials authorized and supplied by us to market our services.
- b. Your appointment as our authorized Dealer is non-exclusive and we retain the right to offer the same or different services through GNS employees or other persons or entities, which we may appoint at any time.
- c. You understand that your appointment as our authorized dealer may be subject to exclusive relationships that we may have entered into with other persons or entities.

2. Term and Termination:

- a. The term of this agreement will be for a period of two (2) years from the date that we accept this agreement. Thereafter this agreement will be renewable for an additional two (2) years upon the mutual agreement of both parties or until either party upon at least thirty (30) days prior written notice terminates it.
- b. We may terminate this agreement effective immediately in the event of:
 - i. your insolvency, bankruptcy, receivership, or dissolution;
 - ii. your actual or attempted assignment of this agreement or any of your duties under this agreement to another party;
 - iii. your breach or threatened breach of any provision of this agreement;
 - iv. your making a misrepresentation to an actual or prospective customer; or



v. your death or incapacity if you are a natural person.

3 Submission of Orders

- a. Customer orders that you have obtained on our behalf will be submitted to us according to the procedures that we give you and on the order forms that we provide to you. We may from time-to-time change order submission procedures and order forms, but we will give you written notice of any change before the effective date of the change.
- b. You are entirely responsible for the validity of the orders that you submit, as well as for the correctness of the information that is contained in the orders that you submit. You understand that any inaccuracies in such information may result in lengthy delays in the processing of such orders and a \$10 charge to you for order correction.
- c. All orders that you obtain are subject to our final approval. We may for any reason reject any customer order that you obtain and may at any time discontinue offering or selling any service to any customer without incurring any liability to you.

4 Compensation:

- a. All compensation to you shall be based upon the amount of commissions, profits or billable revenue received by GNS which shall be attributable to written contracts for service submitted or referred by you. A fixed amount or percentage of these commissions, profits or billable revenue shall be paid to you during this agreement as specified in the "Schedule of Commissions" attached to this agreement. Payment of compensation to you shall be mailed monthly if payment is received from customer. Payment of commissions is our only obligation to you.
- b. We will not have to pay you compensation on any of customer accounts:
 - i. If you actually or attempt to assign this agreement or any of your duties under this agreement to another party;
 - ii. if you contact a customer in violation of paragraph 5 of this agreement;
 - iii. if we become responsible for servicing your customer(s). Servicing includes customer contact, analysis, filling out contracts for service or delivery of contract(s) to GNS.
- c. We may offset against any commission that we may owe to you any amounts that you may owe to us under this agreement or any other agreement. In the case of commissions that can be charged back, if you do not sell services in a given month we will withhold an adequate amount to cover the chargeback period. The difference after the charge back period will be paid to you.
- d. For any commission that can be charged back, GNS will withhold all commissions over \$5,000 in any month for any one customer until the chargeback period has expired.
- e. Compensation on residual income products after termination if not due to violation of paragraph 2b or 5b will be as follows:
 - i. in any month that your monthly commissionable volume of business exceeds \$15,000 combined GNS services and you continue to maintain a relationship with the end users, commissions will continue to be paid to you as if the agreement had not terminated;
 - ii. in any month that your monthly commissionable volume of business is less than \$15,000 for all GNS services, commissions to you shall be fifty percent (50%) of the commissions you would have received if the agreement had not terminated;
 - iii. if commissionable residual volume for **all** GNS services and service providers combined is less than \$7,500 per month commissions will continue for a three (3) month period;
- f. you agree to meet and maintain one (1) new net account per quarter, averaged over two quarters at any given time. Failure to meet and maintain goal will result in automatic contract termination. Commissions will be paid according to paragraph 4e.



- g. commissions shall be payable only to the extent that GNS continues to receive them or, where applicable, a customer remains active as a paying GNS customer.

5. Your Contact with Customers Obtained for GNS Offered Services:

- a. For so long as we pay you commissions in accordance with the "Schedule of Commissions", you agree that you will not contact any customer obtained for GNS offered services for the purpose of inducing them to switch to another provider of services that are offered by GNS
- b. If you switch, cancel or alter a customer's service without GNS written approval, you agree to pay the full cost of all financial repercussions including affects on current and future commissions paid to GNS. You agree to allow us to deduct this payment from any source available to you and/or your business including wages with another company, personal and business property such as a home, business, car, jewelry, certificate of deposit, life insurance, checking account, savings account, stock, other investments or any other asset that will cover the damage caused by you, your company, affiliates, and the officers, directors, partners, shareholders, employees, agents, successors, assigns and independent contractors.
- c. If you contact a customer in violation of this agreement, we suffer harm that we cannot now measure. Therefore, GNS and you agree that as a fair estimate of the damages we would suffer if you do so contact a customer, our obligation to pay you commissions would cease immediately.

6. Your Use of Our Name and Our Property

- a. You may not use our name or the name of any other entity other than as allowed by law. GNS grants no license to you for the use of any name or trade mark.

7. Your Status as an Independent Contractor:

- a. You understand that you are an independent contractor and not an employee or partner of GNS under this agreement. Nothing contained herein shall be deemed to create any relationship between the parties other than that of principal and independent contractor. You shall dictate the manner in which the services are performed, provided that such Services are completed in a satisfactory and timely manner. Further, you shall have no right, power or authority to create any contract or obligation, express or implied, on behalf of, in the name of or binding on GNS.

8. Insurance, Benefits, Expenses and Taxes:

- a. You are responsible for the payment of all payroll taxes, whether federal, state or local, including, but not limited to, income taxes, Social Security taxes, unemployment compensation taxes, and any other fees, charges, licenses or other payments required by law. You shall not be entitled to participate in any retirement, pension or benefit plan provided by GNS to its employees, including, but not limited to, health insurance, paid vacation, paid holidays, sick leave or disability insurance. Further, you shall be responsible for maintaining, at your sole cost, any insurance coverage, including workers' compensation and unemployment insurance, which may be applicable to you in the performance of Services. You shall not claim benefits from GNS under applicable unemployment or workers' compensation laws upon termination of this agreement or for any injury sustained by you while performing services for GNS.

9. Bad Debt Responsibility:

- a. GNS and you shall share the responsibility for any charge backs or non-payment by customers or vendors in the same proportions as profits are shared as set forth in the "Schedule of Commissions". In the event of a chargeback, agent will be charged the same amount as original commission paid.



10. Your Standard of Conduct:

- a. In performing this agreement, you will observe the highest standard of integrity and fair dealing, and you will do nothing to discredit, dishonor, reflect adversely upon or in any manner injure the reputation or business of GNS or its vendors or suppliers of services or products.

11. Indemnification:

- a. You agree to indemnify and hold harmless GNS and our affiliates, and the officers, directors, partners, shareholders, employees, agents, successors, assigns and independent contractors from and against all loss, claims, damages, liabilities or expense of any description (including, but not limited to reasonable attorney fees and cost) arising out of your omissions (or those of your officers, directors, partners, shareholders, employees and agents, if any), including, but not limited to, misrepresentation of our services or prices. You agree to promptly defend against any of these losses, claims, damages, liabilities or expenses but will not settle without consulting with us and obtaining our prior written consent. You must also allow GNS to participate in the defense at our cost, if necessary.

12. Confidential Information:

- a. You understand that in performing this agreement you may have access to private or confidential information (whether written, oral or electronic) relating to GNS, including, without limitation, its vendor contracts, customer references, computer programs, technical drawings, algorithms, know how, formulas, processes, procedures, marketing materials, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information. With respect to all such information and any other information that we may treat as confidential, you agree that the information will:
 - i. remain the exclusive property of GNS;
 - ii. not be copied, published or disclosed by you to others now or in the future;
 - iii. be used solely in your performance of this agreement; and
 - iv. be returned to GNS upon termination of this agreement.
- b. We agree to treat your information with the same confidentiality.

13. Non-Compete:

- a. You agree to obtain orders for the products listed and initialed in the attached "Schedule of Products" only through GNS during the term of this agreement and for 36 months after the termination of this agreement. If you violate this non-compete clause, you agree to pay GNS two times the annual revenue lost or two times the revenue gained by you, whichever is greater. We may update this list in writing at any time.

14. Limitation of Our Liability:

- a. GNS WILL NOT BE LIABLE TO YOU WITH RESPECT TO THIS AGREEMENT EXCEPT FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. GNS WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSS OR DAMAGE OF ANY KIND. GNS WILL HAVE NO LIABILITY TO YOU FOR COMMISSIONS THAT MIGHT HAVE BEEN EARNED UNDER THIS AGREEMENT BUT FOR THE INABILITY OR FAILURE OF GNS TO PROVIDE SERVICES TO ANY PERSON SOLICITED BY YOU OR IN EVENT OF DISCONTINUATION OR MODIFICATION OF THE SERVICES.

15. Change of Terms

- a. Except for ordering procedures and order forms, which we can change at any time, this agreement cannot be changed or modified except if agreed upon in writing, signed by both parties.



16. Arbitration:

- a. In case of disagreement, parties agree to binding arbitration in conformance with the rules of the American Arbitration Association.

17. Miscellaneous:

- a. You may not assign any part of this agreement without our written permission.
- b. You may not subcontract with other persons or entities to perform the services you are obligated to perform under this agreement.
- c. Neither party will be liable for failure to perform its obligations hereunder due to causes beyond its control, including acts of God, laws or requirements of any government, national emergencies or labor difficulties.
- d. This contract will be considered invalid if alterations are made without mutual consent. If alterations are fraudulently made, you agree to pay GNS \$5,000 (five thousand dollars).
- e. If any of the provisions of this agreement are determined to be invalid, the remaining provisions will still be valid.
- f. Headings are used in this agreement for convenience only and are not to be used to interpret this agreement or any to its provisions.
- g. This agreement will be deemed effective only upon full execution of this agreement by each of the parties.
- h. This agreement is subject to all applicable existing and future laws, rules and regulations of any governmental authority and the applicable tariffs.
- i. This agreement contains the full understanding of the parties and supersedes any prior agreements between the parties not including any mutual nondisclosure agreements..

IN WITNESS WHEREOF, the parties have signed this agreement and the individuals signing below represent that they have the authority to sign for and on behalf of the respective parties.

GLOBAL NETWORK SOLUTIONS, LLC

AUTHORIZED AGENT

By : _____

By : _____

Name : Draython J.A. Savoi

Name : _____

Title : Managing Member

Title : _____

Date : _____

Date : _____



GLOBAL NETWORK SOLUTIONS, LLC

SCHEDULE OF COMMISSIONS

Commissions for all products shall be paid to you based on the following percentages of commissions or profits ("Profits" shall be defined as Collected revenues less: actual costs paid by GNS, bad debts and any taxes paid by GNS) actually received by GNS. If GNS does not receive the commission or earn a profit, then it shall have no obligation to you.

1. **SALES COMMISSIONS^a** are payable to you when you perform all customer contacts, analysis and service including filling out contracts for service and delivery of contracts to GNS. Any concessions on commission for the sale are your responsibility. Customer must keep service and pay bills on time for a minimum of 180 days. If customer cancels or is terminated within 180 your commissions will be reversed.

PRODUCT	COMMISSION	MINIMUM	BONUS COMMISSION ^c
Residual Products ^b	On Monthly Service See Attachment A	\$500/month billing	\$500 if \$5,000/month in commissionable volume the first 90 days
Equipment ^d	On Initial Sales Price See Attachment A	\$500	N/A

- a. Commission structure is subject to change. Notice will be given.
- b. Residual and renewal commission minimum levels are based on commissionable monthly billings excluding network management charges, system management charges, programming, service calls, direct inward dial numbers, taxes, fees, 911, access charges, surcharges and regulatory charges.
- c. Bonus program will change based on incentives.
- d. Commissionable equipment includes video surveillance cameras, IP-PBX and phones. Video recorders, switches, routers, cabling, labor, training and installation are not commissionable.

2. **REFERRAL COMMISSIONS** are payable to you on orders where GNS performs analysis, customer contact, customer service, or fills out contract for service. Referral commissions are not payable if GNS must use part of commission to satisfy arrangements of a sale.

COMMISSIONABLE PRODUCT

T1 Internet Access or PRI

Residual & Renewable Products

Equipment

COMMISSION PAYABLE

\$200.00 per circuit single payment

Equal to 50% one full month initial line service

Equal to 3% of IP-PBX & phone sales

Agreed and accepted:

GLOBAL NETWORK SOLUTIONS, LLC

By : _____

Name : Draython J.A. Savoi

Title : Managing Member

Date : _____

AUTHORIZED AGENT

By : _____

Name : _____

Title : _____

Date : _____



GLOBAL NETWORK SOLUTIONS, LLC

SCHEDULE OF PRODUCTS

This is the current list of products and services offered by GNS. It will be amended from time-to-time and you will be informed of amendments.

Initial all accepted products and services. **Initial** acceptance of Non-Compete clause (REQUIRED).

<u>PRODUCT ACCEPTANCE</u>	<u>NON-COMPETE ACCEPTANCE</u>	<u>SERVICE PROVIDER</u>	<u>TYPE OF COMMISSION</u>
_____	_____	GNS IP Services	Residual
_____	_____	GNS Internet Services	Residual
_____	_____	Telarus Products & Services	Residual
_____	_____	GNS Network Monitoring	Commission on Sale
_____	_____	GNS Equipment & Systems	Commission on Sale

Agreed and accepted:

GLOBAL NETWORK SOLUTIONS, LLC

By : _____
Name : Draython J.A. Savoi
Title : Managing Member
Date : _____

AUTHORIZED AGENT

By : _____
Name : _____
Title : _____
Date : _____

Mail Two Original Contracts with Initials and Signatures to:
Global Network Solutions, LLC
Contracts Division
PO Box 252048
West Bloomfield, MI 48325