

Master Consulting & Mutual Non-Disclosure Agreement

This Master Consulting and Non-Disclosure Agreement ("Agreement") is hereby made and entered into this _____ day of _____, 2009 by and between **ISG-Telecom Consultants Int'l**, a Florida corporation ("Consultant") with its corporate office located at 4274 Enfield Court, Suite 1600, Palm Harbor, Florida 34685 and _____, a _____ corporation, ("Client"), with its principal offices located at _____.

WITNESSETH:

WHEREAS, Client desires to enter into this Agreement with Consultant to define and set forth terms and conditions for the performance by the Consultant of specific undertakings contemplated hereby (and as may be specifically set forth herein below) including but not limited to aiding, facilitating and or supporting projects that Client may be presently progressing or is planning to develop, performing general business and telecommunications consulting in respect of Client projects, and assisting with and or undertaking telecom negotiations (featuring in particular CLEC set-up) and telecommunications cost auditing on behalf of Client;

WHEREAS, ISG-Telecom Consultants is in the business of providing such services;

WHEREAS, in connection with these activities, both Client and Consultant will be providing the other Party, respectively, with information and materials that may of a proprietary or confidential nature as may be necessary to the performance of Consultant of contracted duties;

WHEREAS, Consultant and Client wish to evidence by this agreement the manner in which said Consultant will provide consulting services and the way said Confidential Information will be treated.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the premises set forth hereinabove, the terms and conditions set forth herein below, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by parties hereto, it is hereby agreed as follows:

Article 1. SERVICES TO BE PERFORMED BY CONSULTANT

1.1 Scope of Services. This is a Master Agreement which shall govern the performance of all Services to be provided by Consultant to Client; as such, this Agreement contemplates the execution by Consultant, on behalf of the Client, certain underlying Service Provider Agreements as may be recommended by Consultant. For the purposes of this paragraph, 'Service Provider Agreements' shall mean and include, but shall not be limited to, the following: business case analysis, CLEC/IXC purchase analysis, project management, management analysis, work-flow analysis, vendor selection, regulatory sub-contracting agreements, agreements for the provisioning of local dial tone lines, features and trunks service providers, IXC and long distance agreements, leasing agreements, billing services agreements, back office service provider agreements, legal and regulatory services agreements, business models, and other contracts and agreements as may be recommended (and negotiated) by Consultant from time to time.

1.2 Performance of Services. All services rendered by Consultant and/or Consultant's employees hereunder ("Services") and all work product created thereby ("Work Product") shall meet general parameters and other specifications agreed by the Parties. Client's obligation to pay fees and expenses shall be met (and paid) on a weekly basis by Client as per invoices which shall be delivered in advance by Consultant to Client. Consultant shall deliver all Work Product and final deliverables in hard-copy format only and after all outstanding invoices are paid in full.

1.3 Work Permits, Legal Fees, Certification fees, and Tariff Charges. Client agrees to pay any and all work permit fees, legal fees, certification fees, tariff charges and other third-party fees including, but not limited to, outside vendor fees, state filing fees, and other similar charges as the same may be incurred by either of the Consultant or Client in respect to the establishment and maintenance by the Client of its telecommunications company and the performance by Consultant of Services.

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Article 2. COMPENSATION

- 2.1 **Consulting Fees.** For the purposes of this Article 2, 'Consulting Fees' shall mean and be deemed to include billable hourly rates or travel expenses, as the case may be, plus, in either or both cases, interest (as set forth in Paragraph 2.2) and expenses (as set forth in Paragraph 2.4). The fees accrued by the Consultant in respect of the performance of Services shall be computed on an hourly basis determined as follows plus interest and expenses: for Services performed by a Sr. Partner, Principle and/or Attorney; the Consulting Fees shall be billed at a rate of Three hundred and ninety-five dollars (US\$ 395.⁰⁰) per hour; for Services performed by project managers, engineers, and other administrative staff, Consulting Fees shall be billed at a rate of Two hundred and Seventy-five dollars (US\$ 275.⁰⁰) per hour, all other staff not previously included (such as secretarial, legal assistants, etc.) will be billed at a rate of Eighty-Five (US\$85.00) Dollars per hour. Certifications may be done on a flat rate basis as discussed with client in advance of beginning such certification work.
- 2.2 **Weekly Invoicing; Payment Due Immediately; Interest.** On a weekly basis, Company shall submit to Client an itemized invoice for Consulting/Attorney Fees and Expenses accrued. Payment in respect of such invoices shall be due and payable immediately by Client to Company. In the event the Client shall not have tendered Payment to the Company within seven (7) working days of the date of receipt of such invoice, the Company may, at its discretion, charge interest (1 ½% compounded monthly) on the outstanding balance of such Consulting Fees due and payable by Client and, further, the Consultant shall have the right to suspend its performance of Services, without penalty of breach on the part of the Consultant. In addition, client shall be charged a fee on One Thousand (\$1,000) Dollars every time Company's staff has to review client's documents due to a delay in filing resulting from client not providing ALL necessary documents to consultant or a project is put on hold for more than a ninety (90) day period by no fault of the Company.
- 2.3 **Incidental Expenses.** Irrespective of billable hours or flat rates, Client shall be responsible for the payment of all incidental and other expenses reasonably incurred by the Consultant in respect of the performance by it of the Services excluding expenses normally incurred by the Consultant in the operations and administration of its offices. Expenses or Incidental expenses shall include but not be limited to long-distance charges, over-night postage, filing fees, copies, postage and other costs related to times and materials type expenses.
- 2.4 **Retainer.** Prior to the commencement of Services, the Client shall pay to the Consultant a Retainer of _____ dollars per state with a minimum retainer amount of Five Thousand (\$5,000) Dollars such total amount to be held as security for the future payment of Consulting/Attorney Fees and as an offset to initial fees. Thereafter the Client has been invoiced for Services excluding the value of this retainer. The Client shall thereafter be invoiced on a weekly basis. In no event shall the Retainer be deemed an escrow or other deposit to be held in trust.
- 2.5 **Disputes.** In the event of a dispute in respect to Consulting Fees or other amount as per an invoice submitted by Consultant, the Parties shall resolve the dispute as expeditiously as possible, Consultant must respond to dispute within (14) days. In the event Consultant may owe a refund to Client, Consultant shall deduct such amount from the total amount due and payable as per the next and subsequent weekly invoices, or provide refund within thirty (30) days if refund exceeds total remaining project costs.

Article 3. TERM AND TERMINATION

- 3.1. **Term and Termination.** This Agreement shall commence from and be deemed effective on the date first set forth hereinabove and shall continue in full force and effect thereafter for so long as the Consultant continues to perform Services for the Client in accordance with this Agreement, with an initial, minimum term anticipated to be at least one (1) year. Either party may terminate this Agreement for any reason whatsoever upon giving thirty (30) days written to the other party. In the event of a termination, the Consultant shall submit a final invoice (for amounts not previously invoiced) to Client specifying the Consulting Fees and expenses accrued up to the date of termination. This Agreement shall in no event be deemed terminated as long as Client may owe any monies to Consultant as Consulting Fees or otherwise, and Consultant shall be entitled to all rights and or remedies provided hereby with respect thereto.

Article 4. INDEPENDENT CONTRACTOR STATUS

- 4.1. **Independent Contractor.** Consultant shall at all times be deemed an independent contractor of the Client and in no event shall Consultant be deemed an employee, agent, joint venturer, or partner of Client. Nothing

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in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee by and between Consultant and Client and or as creating an exclusive arrangement between them. In this regard Consultant shall have the right to determine the method, details, and means of performing Services to be carried out for the Client and Client shall not have the right to, and shall not in any manner control or attempt to control the method, details and means of performance by the Consultant of Services.

Article 5. CONFIDENTIAL INFORMATION

- 5.1. **Definition; Term of protection.** All documents and other information which shall be submitted or communicated by either of Parties within the context of this Agreement or otherwise related to the Consultant's performance of the Services ("Information") shall remain the exclusive property of the Party which shall have produced such Information (the "Owner") and shall be held by the other Party (the "Recipient") in trust and treated as confidential during the period of validity of this Agreement and after for a period extending three (3) years from the date of termination of this Agreement.
- 5.2. **Non-Disclosure.** The Recipient of Information shall use its best efforts to protect Information from disclosure to others using the same degree of care which it uses to protect its own confidential or proprietary information of like importance, and in no event using less than a reasonable degree of care. The Consultant further agrees that Information received by it in respect to the performance of the Services shall be used only as expressly authorized or directed by the Client and or as otherwise contemplated by this Agreement, and not for any other purpose. Notwithstanding the two previous sentences, the Consultant may disclose Information received by it hereunder: **(i)** to Affiliates who agree in advance, in writing, to be bound by this Agreement, **(ii)** to employees and independent contractors and employees and independent contractors of its Affiliates who have a need to know for the purposes of this Agreement and who agree to protect the received Information from unauthorized use and disclosure by and under the terms of a written Non-Disclosure Agreement; **(iii)** to potential underlying carriers or vendors as specifically approved by the Client and subject to a non-disclosure agreement between the Consultant and the potential vendor or underlying carrier. A Recipient shall not otherwise disclose any Information to a third party without the prior written consent of the Owner.
- 5.3. **Exceptions.** The restrictions contained herein this Agreement on the use and disclosure of Information, featuring in particular Sections 5.1 and 5.2, shall not apply to information that:
- 5.3.1 was publicly known at the time of Owner's communication thereof to Recipient;
 - 5.3.2 becomes publicly known through no fault of Recipient;
 - 5.3.3 was in Recipient's possession free of any obligation of confidence or non-disclosure at the time of Owner's communication thereof to Recipient;
 - 5.3.4 is developed by Recipient independently of and without reference to any of Owner's Information or other information that Owner disclosed in confidence to any third party; or
 - 5.3.5 is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or
 - 5.3.6 is identified by Owner as no longer proprietary or confidential
- 5.4. **Mandatory Disclosure.** In the event Recipient is required by law, regulation or court order to disclose any of Owner's Information, Recipient will promptly notify the Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper authority, and Recipient hereby agrees to cooperate with Owner in seeking such order or remedy.
- 5.5. **Liability and Damages.** The Parties acknowledge that Information is unique and valuable and that a disclosure in breach of this Agreement will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of this Article 5, the Owner shall be entitled to specific performance, and injunctive and other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

Article 6. GENERAL PROVISIONS

Notices. Any notices to be given hereunder by any party to another party may be effected by personal delivery in writing, by registered or certified mail (prepaid postage with return receipt requested), or by overnight delivery service.

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Date of actual receipt of notification shall be deemed to be the effective date for such notice. Addresses listed in the first paragraph of this Agreement shall be deemed to be the proper delivery address for all notices unless communicated in writing to both parties during term of Agreement.

Assignment. Neither Party may assign this Agreement or any portion hereof, except to an Affiliate or successor in interest, without the prior written consent of the other.

Entire Agreement; Waivers. This Agreement (with Attachment(s), if any) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and no other agreements, understandings, or representations or discussion of any kind shall be deemed incorporated unless expressly set forth herein. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged. Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

Severability; Governing Law; Headings. If any provision of this Agreement is held by a court of law of competent jurisdiction to be invalid, void, or unenforceable for any reason whatsoever, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to choice or conflicts of laws principles. Venue shall be in Pinellas County, Florida in all cases.

Headings; References. The headings in this Agreement are inserted convenience of reference only and shall not in any way affect the meaning of or interpretation of this Agreement. References to Paragraphs and Articles shall refer to the Paragraphs and Articles of this Agreement. The words 'herein', 'hereinabove', 'hereinbelow' and words of similar import shall be deemed references hereto the several provisions of this Agreement.

Survival. Any covenants intended to be performed subsequent to the termination of this Agreement along with any representations and warranties made herein shall survive the termination of this Agreement, featuring in particular warranties related to confidentiality and non-disclosure of Information. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Legal Fees. Client agrees that in the event of a suit arising from a violation or breach of this Agreement, including non-payment by Client to Consultant for Services rendered, that the Consultant shall be entitled to recover all legal fees and court costs including appeals.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first written above.

Consultant:

Client:

ISG-Telecom Consultants

Company Name: _____

By: _____

By: _____

Print Name: Joseph Isaacs

Print Name: _____

Title: President

Title: _____

Witness: _____

Print Name: _____