

AMERICAN TELEPHONE COMPANY, LLC SALES POLICIES AND OBJECTIVES

This document provides the sales policies and objectives of American Telephone Company, LLC (“ATC”) relative to each sales agent (“Agent”) appointed by ATC to sell ATC’s communications services and products (“Services”) as well as the related obligations that apply to each such Agent. These policies and objectives are consistent with company practices and industry standards and apply uniformly to all Agents, regardless of the existence or non-existence of written contracts with ATC. By serving as an appointed Agent of ATC and accepting commissions or other compensation from ATC, each appointed Agent accepts and agrees to abide by the terms set forth below. These terms are not intended and should not be construed as, and do not in any way constitute, an offer to any person to conduct business as an agent of ATC that has not been so appointed by ATC.

1. **Engagement.** Agent acknowledges that Agent’s relationship with ATC is that of an independent contractor. The appointment of Agent as ATC’s independent sales representative shall be non-exclusive, and Agent retains the right to market the products and services of telecommunications service providers either directly or through agents or master agents other than ATC. Notwithstanding the foregoing, ATC and Agent agree that Agent’s appointment as ATC’s sales representative shall be exclusive with respect to any specific opportunity to sell a Service to a customer or prospective customer for which a quote is requested from ATC by Agent. For example, and by way of illustration only, if Agent provides a quote through ATC for a direct internet access T1 circuit (“DIA Circuit”) for a prospective customer’s location in Manhattan, Agent may not provide a competing quote for a DIA Circuit or similar service to the prospective customer on behalf of any other provider or entity or through any agent or master agent other than ATC.

2. **Limited Agency.** Agent is hereby granted a limited agency to act on behalf of ATC for the sole purpose of selling Services consistent with the duties described herein and the agreement between Agent and ATC, whether written or unwritten. Only an authorized officer of ATC shall have the authority and power to enter into an agreement for Services with a customer.

3. **Duties with Respect to Prospective Customers.** Agent shall use best efforts to solicit and promote the distribution and sale of Services. These efforts shall include, without limitation, making initial contact with prospective customers, securing authorized signatures on ATC’s authorized forms and securing other necessary data (such as credit information, letter of agency, letter of authorization, customer bills, etc.), and servicing and maintaining existing customer accounts. Agent may only solicit and take orders for the purchase of Services at the prices and on such terms and conditions specified by ATC. No quote, estimate, proposal or order given or taken by Agent shall be binding until accepted by ATC. Orders for the Services received by Agent shall be immediately forwarded to ATC. Agent shall use forms and documents provided to it by ATC or ATC’s providers for such orders. ATC reserves the right in its sole discretion to reject, in whole or in part, any quote, estimate, proposal or order given or taken by Agent. Agent shall make no representations, guarantees or warranties with respect to the Services that are inconsistent with the written descriptions, guarantees, warranties and representations provided and issued by ATC or the applicable

provider. Agent may **NOT** represent himself/itself as a reseller of the Services that ATC is authorized to sell under its agreements with ATC's providers.

4. Sales Policies and Objectives and Related Obligations.

a. Agent shall use best efforts to solicit and promote the distribution and sale of Services to prospective customers as set forth in further detail above.

b. Agent shall use best efforts to provide ongoing account management to existing customers to ensure customer satisfaction, including but not limited to assisting ATC with responding to customer questions, concerns, disputes or other problems in a timely manner, contacting customer on a monthly basis to review the ATC provided Services with customer, visit customer/s premises on a quarterly basis to review the ATC provided Services with customer and assist customer with any questions or issues regarding ATC provided circuits and Services.

c. Agent shall use best efforts to assist ATC in the collection of amounts owed by customers.

d. Agent shall not advertise the Services by mail, electronic mail, classified advertisements, newspaper, television, radio, business shows, Internet, or any other means without the prior express written consent of ATC which may be withheld in ATC's sole discretion.

e. Agent shall, at all times, make informed and accurate representations concerning the Services in connection with Agent's solicitation and sales activities. Any misrepresentation, determined in the sole discretion of ATC, concerning the Services or ATC shall be considered a violation of these sales policies and objectives. Agent accepts full and complete responsibility for any such misrepresentation and shall defend, indemnify and hold harmless ATC from and against all judgments, liabilities, losses and costs (including, without limitation, reasonable attorneys' fees and expenses) in connection with any such misrepresentation.

f. Agent shall not alter or amend the Services provided to a customer without the express written consent of ATC. If Agent alters or amends the Services provided to a customer, such alteration or amendment shall constitute a violation of these sales policies and objectives.

g. Agent shall sign, acknowledge and strictly adhere to ATC's Customer Proprietary Network Information Policy and ATC's Privacy Policy, as such policies are posted on ATC's website and modified from time to time at ATC's sole discretion.

h. Agent hereby agrees and acknowledges that it has, or its employees have, a valid driver's license and the necessary driver's insurance as is required by law. Furthermore, Agent agrees and acknowledges that Agent must maintain a valid driver's license and the required driver's insurance for the term of Agent's agreement and/or arrangement with ATC, whether written or unwritten.

5. Performance and Quotas. ATC may in its sole discretion establish and maintain performance requirements, quotas, incentives, areas of responsibility, standards, policies and procedures that Agent must comply with upon ATC notifying Agent in writing of same. Agent is required to provide a minimum of three (3) new qualified sales opportunities per quarter, as determined by ATC.

6. Commissions. By serving as an appointed Agent of ATC and accepting commissions or other compensation from ATC, each appointed Agent accepts and agrees to abide by the terms set forth in these sales policies and objectives. Consistent with company and industry practice, ATC may modify the commission schedules applicable under a particular agreement, whether written or unwritten, in ATC's reasonable discretion based on Agent performance, market factors, or other circumstances relative to ATC's business. Agent understands and agrees that no commission or other compensation is earned or payable on taxes, surcharges or regulatory fees, or on installation charges, termination charges, early termination fees, or other similar charges and fees.

7. Default/Clawback. Any violation by Agent of these policies and objectives shall constitute a material breach of the agreement, whether written or unwritten, between Agent and ATC, and shall entitle ATC to immediately terminate such agreement, including without limitation all ATC payment obligations thereunder. Further, Agent shall not be entitled to receive or retain any commissions or other incentive-based payments that relate to time periods where Agent is or was in material breach of its agreement with ATC. In the event of a material breach by Agent, any commission paid to Agent will be subject to deductions, recoupment and/or clawback. Agent specifically acknowledges and agrees that ATC shall be entitled to recoup and/or clawback any commissions paid by ATC to Agent relating to time periods during which Agent was in material breach of its agreement with ATC, including without limitation any violation of these policies and objectives.