



**WTC AFFINITY TELECOMMUNICATIONS  
PROGRAM REPRESENTATIVE AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into as of the date written below, between Geocall, Inc., (dba “World Trade Center Conference Calls” and “WTC Conference Calls”), an Iowa corporation, located at 8508 Park Road # 194, Charlotte, NC 28210 (“**Geocall**”) and \_\_\_\_\_ World Trade Center (“**WTC**”) located at \_\_\_\_\_ and sets forth the terms and conditions below and on the subsequent pages of this Agreement upon which Geocall will provide to WTC an affinity telecommunications program that is being made available to World Trade Centers Association (“WTCA”) Members under an agreement licensing certain WTCA marks to Geocall in the context of the Program.

Whereas, WTC is an organization serving its members and affiliated companies by offering innovative services to develop and facilitate international trade; and

Whereas, Geocall is a global reseller of telecommunications services and products with over 2,000 customers in 76 countries, holding vendor relationships with providers of innovative global telecommunications services and managing a network of agents with proprietary back-office systems to facilitate accurate reporting and payment of commissions; and

Whereas, Geocall and WTC wish to enter into an Agreement to publicize and promote Geocall’s innovative global telecommunications services and products (“Program”) to the affiliated companies of WTC (defined in Section 7 below)

Therefore, in consideration of the mutual promises and conditions in this Agreement the parties agree as follows:

Geocall agrees to the following, which is more specifically described in Section 4:

- 1) To provide a WTC Conference Calls unlimited audio teleconferencing 50-user license
- 2) To pay commissions to WTC according to the following schedule:  
For Net Sales of any amount per month ..... 20% of Net Sales
- 3) To provide Customer orientation, instructional, and marketing materials, including suggested templates for email broadcasts and black and white and color promotional documents and signage
- 4) To provide collaborative consultation to develop a suggested WTC marketing program which shall include but not be limited to one or more of the actions described in the attached EXHIBIT A.

WTC agrees to the following, which is more specifically described in Section 3:

- 1) To promote the Services to all WTC Affiliated Companies, on a good faith efforts basis.
- 2) To make reasonable progress in promoting the Program to the WTC Affiliated Companies.
- 3) To provide where necessary, in languages other than English, translation of materials used for marketing, customer orientation and instruction for the particular WTC market served.

By signing this Agreement the parties accept the terms and conditions set out above and on the subsequent pages.

Dated as of: \_\_\_\_\_

**GEOCALL INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WTC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**1. Program.** Geocall will offer to WTC's Affiliated Companies (defined below) telecommunications services and products ("**Program**") that will be made available from time to time by Geocall and consisting initially of teleconferencing services. Additional telecommunications services and products will be offered from time to time, to be governed by amendments to this Agreement.

**2. Commission.** Geocall will pay to WTC a monthly Commission Payment (defined below) in the amounts stated in this Agreement based upon the Net Sales (defined below) received by Geocall from Affiliated Companies who become Customers (defined below) in the Program. Customers are accepted into the Program in Geocall's sole discretion.

**3. WTC Responsibilities.** WTC agrees to promote the Services to all WTC Affiliated Companies, on a good faith efforts basis, wherever and whenever reasonably possible and appropriate, and to make reasonable progress in promoting the program to its Affiliated Companies through (a) its Internet web site, (b) email broadcasts, (c) telephone contact [including but not limited to teleconferences using the WTC Conference Calls license described in 4 (a) below], (d) faxes, (e) displays or other signage on the WTC premises, (f) inserts into billing statements, and (g) letters, so as to encourage all their WTC Affiliated Companies to participate in the Program.

All materials created by WTC individually or in concert with Geocall, or modified from templates supplied by Geocall, which are to be used to promote the Program to WTC Affiliated Companies, shall be submitted to Geocall for written approval prior to use by WTC. Geocall agrees to review and provide WTC with written notification of its acceptance or rejection of the proposed promotional materials within seven (7) days from receipt. Materials may be furnished to Geocall as an acceptable facsimile (e.g. facsimile transmission, computer file).

In languages other than English, WTC shall provide to Geocall, without charge, a translation of the content of marketing and instructional materials, which shall then be utilized by WTC and/or by Geocall in providing language-specific materials for the particular WTC market served

**4. Geocall's Responsibilities.** Geocall will provide the following services, which may be provided directly by Geocall or through providers selected by Geocall in its sole discretion: (a) for the purpose of publicizing and marketing the Program, Geocall will, at no charge, provide to WTC one (1) WTC Conference Calls Program 50-person audio teleconferencing license in return for reasonable progress (defined in Exhibit A) in promoting the program to its Affiliated Companies (b) a variety of Customer sign-up and payment procedures to be selected by Geocall in its sole discretion; (c) Customer orientation and instruction materials for utilizing each aspect of the Program. (in languages other than English, WTC shall provide to Geocall, without charge, a translation of the content of these materials, which shall then be utilized by WTC and/or by Geocall in providing language-specific materials for the particular WTC market served); (d) collaborative consultation to develop a suggested WTC marketing program which shall include but not be limited to one or more of the actions described in the attached EXHIBIT A; (e) suggested templates for email broadcasts and "camera-ready" art for black and white and color promotional documents and signage [translated by WTC as described in 4 (c) above]; (f) marketing directly to the Affiliated Companies of WTC, if WTC provides a WTC Affiliated Companies database; (g) monthly reports to WTC of Program activity.

Geocall agrees to not contact a WTC Affiliated Company except in

the context of this Agreement and in the context of the Program, provided that Geocall does not have a pre-existing relationship from its current ongoing business not related to the Program.

**5. Term.** This Agreement is effective as of the date written above when signed by both parties ("**Effective Date**") and shall continue for an initial period of two (2) years and then from month to month thereafter until either party terminates upon thirty (30) day prior written notice to the other party. This Agreement will automatically terminate if WTC ceases to be a member in good standing of the World Trade Centers Association

**6. Payment of Commissions; Post Termination Obligations.** Geocall shall pay the Commission Payment due to WTC for each month of Net Sales within sixty (60) days of the close of such month. Payment shall be by ACH Transfer. If WTC requests another payment method, Geocall shall use its best efforts to accommodate the request, and WTC shall pay the reasonable expenses associated with the alternative payment method. In the event of termination of this Agreement, Geocall shall continue to pay commissions to WTC for one year, as long as the Customers are using the services and products of the Program in effect at the time of termination, and shall have the right to continue forever to provide services and products to its existing Customer base under whatever terms and conditions it shall deem appropriate in its sole discretion.

## **7. Definitions.**

"**Net Sales**" means the amount of gross collected cash receipts from the sales derived from Customers less (a) discounts actually allowed by Geocall and taken by the Customer; (b) any credits, refunds or other adjustments actually made to the Customer's account; (c) sales tax, value added tax, fees or similar transaction taxes or fees imposed by a government or government agency; and (d) payment fees charged by outside entities, to be assessed in Geocall's sole reasonable discretion. If any chargeback, rebate, refund, or similar adjustment is granted to a Customer after a payment of the Commission associated with the Sale, a debit for the amount of overpayment of Commission will be applied to the future payment of Royalties due to WTC.

"**Customer**" means an Affiliated Company of WTC that has completed the specific application process established by Geocall for accepting Customers into the Program and has been accepted as a Customer by Geocall.

"**Commission Payment**" means the amount payable by Geocall to WTC in accordance with the terms of this Agreement.

"**WTC Affiliated Companies**" means companies which are either (a) dues-paying members in good standing of WTC, or (b) tenants of a WTC facility, or (c) companies in the area of influence of WTC in those cities, regions, states, provinces, and/or countries, wherein the government of said entity or any other organization mandates or otherwise provides that companies in its area of influence become defacto members of a WTC within said entity, or (d) any company, entity, or organization which a WTC wishes to sign up for the Program.

"**Customer Service Agreement**" means a document that has been approved by Geocall, whether submitted as a facsimile or original document. In addition, a Customer Service Agreement may be submitted on an Internet Web site provided by Geocall. A Customer Service Agreement requests services or products under the Program, along with a Geocall-approved method of payment and the name of the person responsible for ordering the services or program and responsible for payment method of same, and other information in the sole discretion of Geocall, to ensure the prompt acceptance of the Customer.

## 8. Confidentiality.

(a) All tangible technical or business information disclosed by one party to the other party and marked as proprietary shall be deemed the property of the disclosing party and shall be returned upon request. The receiving party shall: (i) hold such information in confidence for three (3) years after any termination of this Agreement; (ii) restrict disclosure of such information solely to its employees and subcontracting companies with a need to have access to the information in order to properly perform their contractual obligations to promote and administer the Program; and (iii) use a reasonable degree of care (in no event less than the same degree of care as it uses for its own proprietary information) to prevent the unauthorized disclosure, use, or publication of such proprietary information.

(b) The receiving party shall have no obligation to preserve the confidentiality of any information which: (i) was previously known to the receiving party or any of its affiliated companies free of any confidentiality obligation; (ii) is disclosed to third parties by the disclosing party without restrictions; (iii) becomes publicly available by other than unauthorized disclosure; (iv) was not identified as confidential or proprietary; or (v) is independently developed by the receiving party.

(c) Any WTC Affiliated Company contact information provided to Geocall by WTC shall be returned to WTC within ten (10) days after termination of this Agreement. Geocall shall at that time also certify in writing to WTC that all copies of such information in any medium, including but not limited to computer files, have been destroyed. However, this provision shall not apply to contact information of WTC Affiliated Companies that at the time of termination are current Geocall Customers.

(d) The pricing, terms and conditions of this Agreement are proprietary information and shall be treated in confidence.

## 9. Limitation of Liability

THE LIABILITY OF GEOCALL AND WTC, THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES (COLLECTIVELY, "RELEASED PARTIES") FOR ANY CLAIMS, LOSSES OR DAMAGES OR EXPENSE FROM ANY CAUSE WHATSOEVER (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF THE DIRECT DAMAGES PROVEN OR US \$500. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR EITHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) RESULTING FROM OR ARISING IN CONNECTION WITH SERVICES PURSUANT TO THIS AGREEMENT. NO ACTION OR PROCEEDING AGAINST THE RELEASED PARTIES MAY BE COMMENCED MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. GEOCALL SHALL NOT BE LIABLE TO WTC IN ANY WAY FOR ANY LOSSES FROM ANY CAUSE OR SOURCE, INCLUDING BUT NOT LIMITED TO, LOSS OF COMMISSION PAYMENT AND LOSS OF BUSINESS DUE TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS OR OTHERWISE OCCURRING IN THE COURSE OF FURNISHING THE SERVICES.

**10. Arbitration.** The parties agree that any dispute, claim or controversy of whatever nature arising out of or relating to the negotiation, execution, performance or breach of this Agreement or any other dealings between them shall be resolved solely by arbitration before a single arbitrator in proceedings conducted in

Charlotte, North Carolina, in accordance with the procedures of the American Arbitration Association. The decision of arbitrator shall be deemed conclusive, final and binding upon the parties; and may be entered as the judgment of any court of competent jurisdiction.

The parties shall execute all submission agreements and other documents authorizing the submission of said dispute to arbitration for a final determination and award.

## 11. Miscellaneous.

A. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

B. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the United States of America and of the State of North Carolina, without regard to its choice of law principles, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

C. Entire Agreement; Amendment. This Agreement (and its attachments) constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing, signed by both parties.

D. Notice. Any notice to either party must be in writing and mailed, postage prepaid, registered or certified, return receipt requested, addressed to the party signing this agreement at the address noted above. Notice shall be effective upon receipt.

E. Relationship of the Parties At all times the parties' relationship to each other shall be that of independent contractors. Nothing contained in this Agreement shall be deemed to create the relationships of employer and employee, partnership, franchisor and franchisee, joint venture or agency relationship between the parties. Neither party has the power to bind or obligate the other party in any way.

F. Waiver A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Neither party shall have any authority to contract or bind the other party to any third party.

G. Assignment This Agreement may be assigned, in whole or in part, only with the written consent of both parties, which shall not be unreasonably withheld.

H. Counterparts This Agreement may be executed in any number of counterparts, each of which is considered an original.

I. Force Majeure Neither party shall be liable for delays in performing, or failure to perform this Agreement or any obligations hereunder, which are directly attributable to causes beyond the reasonable control of the party so delayed or failing to perform, including but not limited to, acts of God, fires, strikes, war, failure of a common carrier, equipment or suppliers or acts or intervention by any governmental authority. However, the party whose performance is so delayed shall use good faith efforts to minimize the effects of such delay.

## EXHIBIT A. Marketing Ideas to promote the WTC Conference Calls Program

From time to time after three (3) months from the Effective Date of this Agreement, Geocall may review the progress of WTC in promoting the Program to its WTC Affiliated Companies and may, in its sole discretion, terminate the WTC Conference Calls 50-user audio teleconferencing license provided to WTC at no cost, as described in Section 4. (a.) above, if at least six (6) Affiliated Companies of WTC are not currently enrolled as Customers in the Program as described in Section 7 above. However, Geocall will not terminate the WTC Conference Calls 50-user audio teleconferencing license if during the most recent three months at least three (3) Customers have enrolled in the Program.

Geocall will collaborate with WTC to assist its participation in the Program by helping WTC to take promotional actions which shall include, but shall not be limited to, one or more of the following:

### 7 Marketing Ideas you can use to profitably promote the WTC Conference Calls Program to your Members, Tenants, & Affiliates:

Promote the WTC Conference Calls Program conferencing services in these ways (your added ideas are welcomed):

1. **Your free 50-user conferencing license will make it easy** for you to show your members and tenants how convenient conference calling can be and how it can enhance their daily efficiency and productivity.
2. **Individual phone contact and conference calls** with larger groups of WTC members (to promote the Program, you are welcome to use your free 50-user unlimited WTC Conference Calls license for this purpose, as well as to use it to communicate with your Affiliated Companies as much as you wish)
3. **Email broadcasts and direct mail**, including placement in member and tenant billings (suggested copy and camera-ready artwork will be provided by Geocall)
4. **Mention at meetings of the WTC**, in local WTC publications, & signage and other notices on WTC premises (suggested copy and camera-ready artwork will be provided by Geocall)
5. **Save the time and cost** of contacting your members directly by providing your WTC database so they may be contacted about the Program. **WTCs who provide their database will be paid higher royalties, as described in this Agreement.** Security of your database will be ensured under the terms of the Confidentiality section of this Agreement.
6. **Provide a link on your WTC's web site** to the WTC Conference Calls Program web site (under construction).
7. **Publicize your WTC and announce your promotion of unlimited conferencing** – via press releases (suggested copy will be provided) and conference calls with business groups, Chambers of Commerce, and press conferences for local media.

### 6 ways WTC Members & Tenants can profitably use conference calling:

Make unlimited conference calls anytime from anywhere in the world!

1. **WTC members and tenants** including attorneys, financial planners, bankers, accountants, manufacturers' reps – all can use conference calls to easily and economically promote their services to potential clients.
2. **Global trading companies** can coordinate international trade deals – bringing together attorneys, freight forwarders, customs brokers, bankers, buyers, and sellers to finalize details.
3. **Multinational companies** can stay in contact with global locations – sales managers can hold regular sales meetings with field sales offices and field sales personnel.
4. **Manufacturers** can maintain contact with channel partners – for new product introductions, pricing changes, and two-way interaction with executives about opportunities in the marketplace.
5. **Software & product development teams** – coordinate team members daily.
6. **Exporters and importers** can pre-qualify trading partners before meeting in person via web conferencing to present products and interview channel partners.