

Telecomm 555, Inc.

3148 Gershwin Lane

Silver Spring, MD 20904

Phone: 301-890-8902 Fax: 301-890-5865

www.CALL555.com

e-mail: dave@telecomm555.com

Client Contact Information

Name (Print): _____

Address: _____

Home Phone: _____ Cell phone: _____

Email address: _____

Specific number 555-XXXX number requested (if available) _____.

If the number is unavailable, a random 555-XXXX number will be requested.

David H. Lockwood
President
Telecomm 555, Inc.
3148 Gershwin Lane
Silver Spring, MD 20904

(Date)

Re: Letter of Agency

Dear Mr. Lockwood,

I, _____ [your name] (“Applicant”), am writing to appoint Telecomm 555, Inc. (“Telecomm 555”) as my agent for the purpose of filing a request for assignment of a 555 telephone number to me, in accordance with the FCC rules and the rules and procedures set forth by the North American Numbering Plan Administration (NANPA).

This agency agreement is limited to Telecomm 555’s actions on my behalf with respect to the proper filing to seek assignment of a 555 telephone number and to interactions with NANPA regarding any number I am assigned. The number should be assigned to _____ [your name], as set forth on the attached number assignment form.

If NANPA does not assign a number to me, and they provide a reasonable explanation why the number was not assigned, this agency agreement will terminate when Telecomm 555 notifies me of NANPA’s decision not to assign.

Telecomm 555 will have no liability to me for any indirect, consequential, special, punitive, or other damages, as a result of this agency relationship.

In fulfilling these duties as my agent, Telecomm 555 may use the services of any of its officers, directors, or employees, but it may not create any sub-agency relationships without seeking my prior written consent.

I agree that having signed this Letter of Agency, I will not work with any other party to seek assignment of a 555 number from NANPA, nor file any independent application for a 555 number assignment.

This agency agreement will be governed by the laws of the State of Maryland.

For Applicant

For Telecomm 555, Inc.

AGREEMENT

This Agreement is between Telecomm 555, Inc. ("T5") of 3148 Gershwyn Lane; Silver Spring, MD 20904 and _____ of _____, the Assignee or expected Assignee of telephone number(s) ("Assignee"), particularly those beginning with the NXX exchange 555. T5 offers the Assignee services that specifically do not include control of the Assignee's telephone numbers. This Agreement does not constitute a joint venture or a partnership.

Whereas the management of T5 has developed an extensive knowledge of the new 555-XXXX numbers which are designed to allow seven-digit dialing throughout World Zone 1 (the U.S., Canada, and the Caribbean);

Whereas the management of T5 has invested a substantial amount of time and money into the development of 555-XXXX implementation;

Whereas T5 has developed relationships with a sizable number of other 555 Assignees which may include shared use products;

Whereas T5 has devised strategies for marketing and activation of 555-XXXX numbers;

Whereas Assignee has or expects to have assignment rights to one or more 555-XXXX numbers;

Whereas the Assignee wishes to utilize T5 as an administrative representative for receipts from clients and payments to telecommunications providers;

Whereas the Assignee wishes to utilize T5 as marketing representative for services relating to Assignee's assigned numbers;

Whereas while the Assignee is aware that while the potential of these numbers to generate service fees is significant, Assignee acknowledges that broad service availability is not yet available;

In consideration of the mutual terms, conditions, and covenants set forth below, the parties hereto agree as follows:

Terms.

1. **Exclusive Representative.** Assignee herein appoints T5 as its exclusive representative for the purpose of marketing, servicing, billing, collecting, and distributing funds, for services and service packages relating to the 555-XXXX number(s) that have been, or, are expected to be, assigned to the Assignee.

2. **Plans.** T5 shall develop and submit to Assignee marketing and service plans for Assignee's 555-XXXX numbers. T5 shall provide to Assignee these service plans at appropriate opportunities to Assignee's address as registered with T5. Assignee agrees to review said plans and affirmatively approve or reject each within 5 business days of receipt. If no response is received within 5 business days, the Assignee's approval is agreed to be assumed. At the time a plan is rejected, Assignee shall state the reason for rejection and T5 shall have the opportunity to cure any defect but is not required to do so.

3. **Implementation.** T5 agrees to market services and service packages utilizing Assignee's numbers to prospective users. T5 agrees to implement approved plans, but has no authority to make any commitment binding on Assignee without Assignee's prior consent, which shall not be unreasonably withheld. T5 cannot and will not control Assignee's numbers, put them into service, or otherwise exploit them without Assignee's approval. T5 may contract out various elements of the services proposed in Assignee's plans.

4. **Prior Contractual Relationships.** T5 hereby discloses that it and/or its principals have developed and/or plan to develop contractual relationships with some telecommunications service providers. Service plans that T5 expects to submit to Assignee under this contract may utilize the services of those providers. Assignee hereby acknowledges T5's prior and potential contractual relationships and agrees that T5 may receive payments from such providers which are not included in the definition of service fees below. Assignee hereby waives any objection to these relationships.

5. **Revenue Sharing and Risk Disclosure.** Assignee recognizes that no economic benefit may result from the marketing, management, and administration or exploitation of Assignee's 555-XXXX numbers. Assignee and T5 expect to earn service fees. Service fees are defined as the portion of client payments that exceed expenses where client payments are monies paid for the use of the Assignee's service packages. Client contracts are structured to create service fees for the Assignee, however there is no guarantee that Assignee will realize service fees. If Assignee's 555-XXXX numbers (or other relevant numbers) produce service fee revenue as a result of T5's services, Assignee's own efforts, or otherwise, that revenue shall be shared between the parties hereto as follows: Assignee shall receive eighty (80) percent of profit from service fees. Net profit or loss is the difference between annual service fee revenue and annual expenses. Annual expenses include local and long distance telecommunications transport and exchange charges, set-up charges, reservations and call center servicing, service programming, maintenance fees, directory charges, and any other usage charges, but are exclusive of any service charges by T5.

T5 shall receive twenty (20) percent of the net profit from service fees. This amount shall be considered compensation to T5 and also shall be used to offset, wholly or partially, all fees and expenses of T5, including, but not limited to, labor, travel, hotel accommodations, meals, correspondence, office space, equipment, legal counsel, and advertising that T5 incurs in performing on this contract.

6. Tax. All federal, state, and local tax obligations incurred from the profits or other revenue sharing disbursed to the Assignee remain the responsibility of the Assignee. Tax obligations incurred from the profits or other revenue sharing disbursed to T5 remain the responsibility of T5.

7. Confidentiality. Confidential material, including client lists, drawings, specifications, sketches, data, contract details, or technical or business information disclosed by one party to the other is the exclusive property of the discloser and shall be treated with the strictest of confidence and used only in connection with implementing this Agreement. Each party shall designate on the first page of a document that the document is "confidential". During the term of this Agreement and for two (2) years after termination of this Agreement, Assignee agrees not to enter into direct or indirect competition with T5.

8. Liability. Excepting if a court finds that a party acted with gross negligence or intent, the parties hold each other, their designees, affiliates, or subcontractors harmless against all charges arising directly or indirectly out of this agreement. Each party indemnifies the other party for all damages awarded to third parties as a result of the indemnifying party's gross negligent or intentional misconduct.

9. Term. This Agreement commences on the date of Assignee's signature and continues for ten (10) years from that date. This Agreement will renew automatically for an additional ten (10) years unless terminated in writing by either party, at least six (6) and not more than eight (8) months, before its expiration.

10. Enforcement. This Agreement contains the entire agreement of the parties, may only be modified in writing when signed by both parties, and shall be interpreted under the laws of the State of Maryland. Excepting breach of confidentiality, any dispute between the parties arising out of this Agreement or the Assignee's 555-XXXX telephone numbers, shall be submitted to confidential arbitration in Baltimore, Maryland under the Commercial Arbitration Rules of the American Arbitration Association before a panel of those arbitrators, one selected by one party, the second by the other party, and the third by the two so selected. An arbitral award under this Agreement may be entered as a judgment in any court having jurisdiction.

The agreement to arbitrate does not include allegations involving a breach of confidentiality. Either party may seek injunctive relief in any court having jurisdiction in the event of an apparent violation of Item 7, "Confidentiality." Should any part of this agreement or any other agreement document or writing given in connection with this agreement be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms shall be interpreted so as to give the greatest effect to the intent of the parties.

Agreed:

Assignee by: _____ Date: _____

Telecomm 555, Inc. by: _____ Date: _____