



NETWORK SERVICE PROVIDER
www.PaktelCommunications.com

RESELLER AGREEMENT

BETWEEN

PAKTEL, INC

And

_____ [Date]
Customer [BUSINESS NAME]

Customer Name: _____

Add: _____ City: _____ State: _____ Zip: _____

Business Phone: _____ Cell: _____

Fax: _____ Email: _____

Trade References:

Name: _____ Company: _____ Ph: _____

Name: _____ Company: _____ Ph: _____

www.CallPakIndia.com

7117 Southwest Freeway, Houston, Texas 77074

Tel: 1-800-488-4411 Fax: 1-832-201-6873 Email: Sales@Paktelinc.com

Paktel Calling Network Service Agreement (this "Agreement") is entered into this ____ day of _____ 200__ (the "Effective Date") between **Paktel, Inc** a Texas entity. ("**PROVIDER**") and _____, a _____ corporation in which its principal place of business in _____, and who's **FED Tax** or **Sales Tax Identification Number** is _____ (hereinafter referred to as the "**CUSTOMER**").

RECITALS:

WHEREAS, PROVIDER will provide domestic and international long distance services to dealer through their ("Network Service Platform")

WHEREAS, CUSTOMER desires to utilize the PROVIDER Platform and the Network Services for the purpose of providing certain Telecommunication services to their customer; and

WHEREAS, PROVIDER desires that CUSTOMER utilize the PROVIDER Platform and the Network Services subject to the terms, conditions and other provisions of this Agreement.

NOW THEREFORE, in consideration of the premises, covenants and mutual promises hereinafter set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms, as used in this Agreement, shall have the meanings set forth below:

a. "**Consumer**" shall mean an associate, member, end user or other individual or entity that receives Telecommunication services from CUSTOMER and that CUSTOMER elects to use PROVIDER and the PROVIDER Platform for the provision of such services.

b. "**Network Services**" shall have the meaning set forth in the Recitals.

c. "**On-Line Access**" shall mean the Internet or other access capability designated by PROVIDER that is provided to CUSTOMER allowing CUSTOMER access to the PROVIDER Platform for administration of a Consumer's account.

d. "**Services**" shall mean the telecommunication services that are offered to the CUSTOMER'S consumers through the proprietary technology of the PROVIDER Platform and the Network Services.

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2. Representations and Warranties.

a. PROVIDER represents and warrants as follows:

(i) PROVIDER is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

(ii) PROVIDER has full legal power, capacity and authority to execute this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement is the valid and binding obligation of PROVIDER enforceable against PROVIDER in accordance with its terms.

b. CUSTOMER represents and warrants as follows:

(i) CUSTOMER is a corporation duly organized, validly existing and in good standing under the laws of the State/Country of _____

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3. Billing Payment and Commissions.

a. PROVIDER will bill CUSTOMER for all charges Once a Week for the PROVIDER Services, Network Services pursuant to this Agreement in real time. CUSTOMER shall maintain a positive cash balance at all times by pre-authorized CREDIT CARD PAYMENT or ACH DEBIT. If PROVIDER does not receive payment, regardless of any billing disputes prior to CUSTOMER account reaching a zero balance all PROVIDER Platform Services shall automatically terminate until a positive cash balance has been re-established. If CUSTOMER disputes the billing amount, CUSTOMER is still obligated by this Agreement to maintain a positive cash balance under the payment terms described therein. Failure to pay according to these terms will result in service interruption. Both parties agree to resolve any disputes within 72 hours of notice being delivered via email or fax to the other party.

Commissions: Any transaction done by credit card by Customers End User on Provider Website, Customer Commission will be paid once a month in form of check by Provider.

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4. Remedies for Non Payment. If CUSTOMER fails to pay any weekly billing statement in full on or before the Due Date, PROVIDER shall have the right, at its option, after giving CUSTOMER three (3) days prior written notice (the “Suspension Notice”), to suspend all or any portion of its Services, including, without limitation, access to the PROVIDER Platform and Network Services to CUSTOMER, including without limitation the right to withhold Call Detail Records, Pin Number Balance information and other CUSTOMER’s related Account Information until such time

(designated by PROVIDER in the Suspension Notice) as CUSTOMER has paid in full all the charges then due PROVIDER including any late fees. Following such payment, PROVIDER shall reinstate such services only when CUSTOMER provides PROVIDER with satisfactory assurance of CUSTOMER's ability to pay for such services (i.e., a cash deposit amount acceptable to PROVIDER) and CUSTOMER pays in advance any costs associated with reinstating the Services. If CUSTOMER fails to make the required payment by the date set forth in the Suspension Notice, CUSTOMER shall be deemed to have canceled the services suspended effective as of the date of suspension. Such cancellation shall not relieve CUSTOMER for payment of applicable Termination Charges as described.

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5. Termination. In the event CUSTOMER seeks to terminate this Agreement or PROVIDER terminates this Agreement due to a default by CUSTOMER hereunder prior to the expiration of the Term, CUSTOMER shall pay PROVIDER all unpaid amounts due to PROVIDER for services provided through the date of default or termination. It is agreed that PROVIDER's damages in the event CUSTOMER cancels this Agreement or this Agreement is otherwise terminated by PROVIDER due to CUSTOMER'S default will be the remaining weekly minimum usage requirement for the remaining original term of this agreement. Either party considers no oral agreements binding. If contract is terminated by Customer without cause; then any remaining prepayment may only be liquidated in services of products approved by PROVIDER and costs for any products or services including but not limited to e-commerce applications, waiver of fees for telecommunication services, custom development, printing, advertising waived as an inducement to enter this agreement will be charged to CUSTOMER at prevailing rates and costs.

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6. Term. The initial term of this Agreement shall be one year and commence on _____, **200**__ and shall automatically renew for a successive periods of one (1) year each (the "Renewal Periods") unless either party gives notice of termination at least thirty (30) days prior to the end of the Initial Term of this Agreement or any Renewal Period. The termination of this Agreement shall not terminate, affect or impair any rights, obligations, liabilities, and/or remedies of either party hereto which may accrue prior to such termination or which, by their terms, survive termination of this Agreement.

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7. Service Provisions.

a. **Nature of Services.** Subject to matters outside of the control of PROVIDER, the Services for CUSTOMER shall be available twenty-four (24) hours a day, seven (7) days a week, all days of the year at the Service Center.

b. Data Base Information and Administration. CUSTOMER shall be totally responsible for providing to PROVIDER, through the use of customer-provided On-Line Internet Web Access, all of the necessary Consumer account information in order for PROVIDER Platform to properly respond to a service request. PROVIDER shall have no obligation to provide the Services for any Consumer for which such data base information has not been provided to PROVIDER in the correct format by CUSTOMER, including without limitation, any changes that are made by CUSTOMER to its existing Consumers data base information.

c. Limited Liability. PROVIDER shall use its reasonable efforts to provide competent Services consistent with industry standards. PROVIDER SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY LOSS OF REVENUES OR ANY OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES CUSTOMER MAY SUSTAIN RESULTING FROM THE FAILURE OR INABILITY OF PROVIDER TO PROVIDE SERVICES TO THE CONSUMERS; NEGLIGENT OR DEFECTIVE SERVICES TO CONSUMERS; EQUIPMENT, COMPUTER NETWORK, OR ELECTRICAL MALFUNCTIONS OF ANY KIND, BREAKDOWNS, OR OUTAGES; OR ANY OTHER CAUSE, WHETHER OR NOT WITHIN THE CONTROL OF PROVIDER.

d. Indemnification & Waiver of Liability. CUSTOMER shall indemnify, defend and hold PROVIDER (and its officers, employees and customers) harmless against all claims, suits, actions, and all attorney fees and expenses incurred by PROVIDER with respect thereto arising out of or relating to (i) the failure of CUSTOMER to provide to PROVIDER accurate, complete, and current Consumer Account Information, and (ii) the content and nature of all promotions, including, without limitation, the solicitation of retail distributors and vendors of the PTI. CUSTOMER shall also indemnify, defend and hold PROVIDER (and its officers, employees and customers) harmless against all claims, suits, actions and costs claiming that the use, licensing or other disposition of PROVIDER'S "pins" infringes, or contributes to the infringement of, any intellectual property right of any third party.

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8. Termination or Denial of Services. PROVIDER may immediately and without notice to CUSTOMER or its Consumer temporarily deny, suspend, or terminate service if the Consumer or CUSTOMER violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications or if PROVIDER determines that interruption is necessary to prevent improper or fraudulent use of the Services.

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9. **Defaults.** CUSTOMER shall be in default under this Agreement in the event:

- (i) CUSTOMER fails to pay any amount due to PROVIDER on or before same is due;
- (ii) CUSTOMER becomes or is declared insolvent or bankrupt, is the subject of any liquidation proceeding, insolvency or action involving the appointment of a receiver or similar officer for it, or makes any assignment for the benefit of its creditors; If customers defaults in payment or any dues owed to provider, Paktel, Inc has all rights to put a lien on customer business and customers personal assets.
- (iii) CUSTOMER engages in any illegal activities or otherwise fails to comply with all rules, regulations and other laws applicable to it and its business activities; or
- (iv) CUSTOMER breaches any other term of this Agreement and fails to cure it within ten (10) days after notice thereof from PROVIDER.

a. **Notices.** Any notices permitted or required by this Agreement will be deemed properly made when delivered by via Certified or Registered US Mail (Return Receipt Requested): Either party may change the address to which notices are to be delivered by giving notice of the change of address as in the manner set forth below; except, however, that notwithstanding the foregoing provision, notice of a change of address will be deemed made only upon actual receipt of the notice by the other party.

As to PROVIDER:	As to CUSTOMER:
Contract Administrator:	Contract Administrator:
Paktel, Inc.	-----
Tel: 1-800-488-4411	Tel: _____
Fax:1-832-201-6873	Fax:_____
Email: Sales@Paktelinc.com	Email:

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10. **Proprietary Information.** CUSTOMER and PROVIDER understand and agree that the terms and conditions of this Agreement and all documents referenced herein or subsequent information or documents noted specifically (including without limitation, invoices to CUSTOMER for Service provided hereunder) are confidential as between CUSTOMER and PROVIDER and shall not be disclosed by either party to any party other than the directors, officers and employees of CUSTOMER or PROVIDER who have specifically agreed to nondisclosure of the terms and conditions hereof. Violation by

CUSTOMER of the foregoing provision shall entitle PROVIDER, at its option, to cause discontinuation of the Service to CUSTOMER without further obligation or liability of PROVIDER to CUSTOMER.

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11. General Provisions.

a **Applicable Law: Venue.** This Agreement will be governed by and construed in accordance with the Laws of the State of Texas, USA. Customer and Provider agree that any litigation regarding the duties and obligations contained herein will be brought only in Houston, Texas, and the prevailing party shall be awarded all reasonable attorney's fees and costs.

b **Invalidity.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such term or provision shall be deemed limited in scope and effect to the minimum extent necessary to make such term or provision legal, enforceable and valid, and in the event no such limiting construction may be made, the term or provision shall be stricken from this Agreement and such term or provision shall not effect the legality, enforceability or validity of the remainder of this Agreement.

c **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing.

d **Headings.** The headings in this Agreement are solely for convenience of reference and shall be given no effect in the meaning or interpretation of this Agreement.

e **Independent Contractors.** The parties acknowledge, one to the other, that the business relationship set forth herein is one of an Independent Contractor and that this Agreement shall not create a joint venture, agency or partnership arrangement of any sort. Neither party shall have the authority to bind the other by contract or otherwise make any representations or guarantees on behalf of the other. Each party shall not use any trademark, service mark, Brand name or any other intellectual property of the other party or its respective affiliate without such party's prior express written consent. In no event shall CUSTOMER represent or state to end users or prospective end users that it has any relationship with PROVIDER other than an agreement to purchase PROVIDER'S services.

f **Force Majeure.** Neither party shall be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof

caused or occasioned by, or due to fire, flood, water, the elements labor disputes or governmental actions, provided this provision shall not apply to payment defaults.

g Entire Agreement. This Agreement (including all documents incorporated herein specifically by reference) constitutes the entire and exclusive understanding of the parties with respect to its subject matter and supersedes all proposals and prior agreements (whether oral or written) between the parties relating to the services provided hereunder. No subsequent Agreement between the parties concerning the Services shall be effective or binding unless it is made in writing and executed by both parties hereto.

h Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both PROVIDER and CUSTOMER.

i Attorneys' Fees. Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorney's fees and costs at all judicial levels.

j Construction of Agreement. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

k Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

l Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

m Recording. Any party to this Agreement hereto shall place neither this Agreement nor any portion thereof nor memorandum relating of record.

n Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

o Time of the Essence. Time is of the essence in the performance of all obligations by the parties under this Agreement.

p Waiver of Trial by Jury. THE PARTIES HERETO HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PROVIDER AND CUSTOMER ENTERING INTO THE SUBJECT TRANSACTION.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written above.

Paktel, Inc
PROVIDER

CUSTOMER

By: _____
Signature

By: _____
Signature

By: _____
Printed

By: _____
Printed

Title: _____

Title: _____

Date _____

Date _____

Please Create Dealer Login ID and Password for Your Account

Dealer ID and Password can be Name and Number Min 6 Characters or Numbers

Dealer Login ID:

Password:

For Official Use Only:

Account Limit: (Daily) (Weekly) (Monthly)	Reseller Commission Rate
\$: _____	_____
Approved By: _____	Date: _____

Reseller Payment Information

Dealer Name: _____ Business Name: _____

• Name On The Credit Card:		
• Credit Card Type: _____ VISA _____ MASTERCARD _____ DISCOVER _____ Amex		
• Card Billing Address:		
• City:	State:	Billing Zip Code:
• Expiration Date:		CVC No:
• Driver License Number:		

I, Understand and authorize Paktel, Inc (DBA) CallPakIndia.com to charge to my credit card for all the billing invoices and dues. I understand these charges will appear on my credit card statement under the name of CallPakIndia.com and I accept full financial responsibility for payments.

Signature of Cardholder: _____

Date Signed: _____

Fax Voided

Check Copy

Bank Name: _____ Contact Name: _____

Add: _____ Ph: _____

Please Fax Copy of Voided Check to: 832-201-6873 Email:Sales@Paktelinc.com

7117 Southwest Freeway, Houston, Texas 77074 - Tel: 1-800-488-4411

