

MASTER SALES REPRESENTATIVE AGREEMENT

Sales Representative Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Website: _____

Contact: _____ e-mail: _____

FEIN/SSN: _____

Sales Representative is a [] Corporation, [] Partnership, [] Sole Proprietorship duly organized and in good standing under the laws of the state of **insert state** and has full and unrestricted power and authority to execute and perform the obligations in this Agreement.

This Master Sales Representative Agreement (“Agreement”) is entered into as of **insert date** by and between Northwest Fiber, LLC d/b/a Ziplly Fiber, a Delaware limited liability company with a principal place of business at 135 Lake St S Suite 1000 Kirkland WA 98033 (“NWF”), and **insert agent business name**, with its principal place of business at **insert address** (“Sales Representative”).

Background

- A. NWF is a provider of telecommunications and related services.
- B. Sales Representative is engaged in the business of soliciting sales orders for telecommunications and related services.
- C. NWF desires the services of Sales Representative to solicit sales orders for such business and related services and Sales Representative desires to provide such services as defined in Addendum 1 to this Agreement.

Agreement

For and consideration of the Background and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Independent Contractor Relationship.
 - a. NWF authorizes Sales Representative to act as an independent contractor Sales Representative. Sales Representative is authorized to promote the sale of and to solicit orders for all services listed in Addendum 1 within the states of Washington, Oregon, Idaho and Montana.
 - b. The engagement is non-exclusive and NWF may engage other sales representatives.
 - c. No partnership, joint venture or employment relationship is created by this Agreement.

d. Sales Representative shall not represent her, him or itself as or take any action or fail to take any action that would lead third parties to believe that Sales Representative is acting in any capacity other than an independent sales representative. Sales Representative shall not represent or imply that it has authority to bind NWF and no sale of services shall be binding until NWF executes appropriate contract documentation. Actions taken by Sales Representative outside the scope of its authority under this Agreement shall not be binding upon NWF and Sales Representative shall indemnify, defend and hold harmless NWF from and against any costs, liabilities or obligations arising from such unauthorized action, including without limitations all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses, including without limitation, interest, penalties, attorney's fees and costs.

e. NWF shall not exercise any control or direction over the methods by which the Sales Representative performs services under this Agreement.

f. Sales Representative, including without limitation any permitted sub-representatives, agrees to perform services in accordance with currently approved methods and practices in the telecommunications industry and services shall be performed and rendered in a competent and efficient manner. Sales Representative shall comply with all applicable federal, state and local laws and regulations (collectively, "Laws"), including without limitations all Laws related to solicitations and consumer protection.

g. Sales Representative shall receive all payments under this Agreement as an independent contractor and not as an employee. NWF shall not be required to and shall not withhold any sums for the payment of payroll or other taxes from the sums paid to the Sales Representative. Sales Representative shall pay any and all tax including, but not limited to, federal or state income taxes and all federal and state unemployment compensation taxes on receipt of compensation under this Agreement.

h. Sales Representative may engage sub-representatives for performance of portions of the services covered by this Agreement (a) upon prior written consent of NWF; and (b) provided that Sales Representative remains responsible and liable for all acts or omissions of any sub-representative.

2. Services. NWF reserves the right to add to or delete from the services at its sole option and shall provide notice to Sales Representative in writing of such additions or deletions. Sales Representative shall represent and sell the services to potential customers only as described by NWF's authorized literature or, in such case as the services are governed by tariffs, then as in the applicable Tariffs. Sales Representative understands and agrees that changes to tariffs is at NWF's sole discretion and may occur at any time without advanced notice.

NWF shall have the right at its sole discretion to accept or reject any orders and to determine the terms and conditions of the services.

3. Product Literature and Marketing Materials. Sales Representative shall not develop or use any product literature related to the services other than that provided by NWF.

4. Trademarks and Trade Names.

a. Sales Representative agrees to comply with any standards of usage for NWF's trademarks and trade names issued or to be issued by NWF from time to time.

b. Sales Representative shall not advertise or use NWF's name or any name of a service provided by NWF and shall not use any trademark, service mark logo or other NWF intellectual property without prior written consent which shall be in NWF's sole discretion. This includes without limitation the internet and all print or other electronic media.

Breach of this Section 4 shall be a material breach of this Agreement and shall result in immediate termination of this Agreement without further liability whatsoever of NWF to Sales Representative.

5. Term and Termination.

a. The initial term of this Agreement shall be two (2) years. This Agreement shall renew automatically on a year-to-year basis, unless sooner terminated as provided in this Agreement. Either party may terminate this Agreement for convenience anytime during the initial term or a renewal term upon giving the other party sixty (60) days prior written notice. Such notice shall state the effective date of termination.

b. Either party may terminate this Agreement for cause:

i. If Sales Representative participates or engages in any activity relating to fraud against NWF, its customers or prospective customers or if Sales Representative falsifies or forges any order for service. Such termination shall be effective immediately upon notice from NWF to Sales Representative.

ii. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement that remains uncured after the expiration of thirty (30) days' written notice specifying the basis for the breach. If NWF is the terminating party and the material breach was committed by a permitted sub-representative NWF may not terminate this Agreement if Sales Representative terminates the ability of such sub-representative to market and promote the services within thirty (30) days of receipt of notice from NWF describing such breach.

iii. Upon Sales Representative's insolvency, bankruptcy, receivership, dissolution or upon Sales Representative's assignment of the Agreement without NWF's written consent.

NWF may terminate this Agreement in accordance with ii and iii above if Sales Representative breaches this Agreement and such breach continues for more than thirty (30) days after NWF notifies Sales Representative in writing setting forth the details of the failure causing the Breach.

6. Representations, Warranties and Covenants. Sales Representative represents, warrants and covenants to NWF that:

a. Sales Representative has obtained all licenses, permits and other authorizations necessary to perform its obligations under this Agreement and shall maintain them in full force and effect during the term of this Agreement.

b. Sale of NWF's services in accordance with the terms of this Agreement does not violate (i) the provisions or obligations of any other agreement to which Sales Representative is a

party or by which it is bound; or ii) Sales Representative's articles of incorporation, by-laws or similar entity governance documents.

7. Indemnification. Each party shall indemnify, defend and hold harmless the other and its directors, officers, employees, agents, sub-representatives and affiliates (collectively for this Section 7 a "party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by, or be asserted against, any and all of them, directly or indirectly, on account of or in connection with (a) a party's acts, and omissions in performance of its obligations under this Agreement; (b) a party's breach of this Agreement; (c) bodily injury to any employee or sub-representative; or (d) any damage to or loss of use of any property arising out of or in any way relating to a party's performance under this Agreement.

The indemnified party shall not be entitled to indemnification to the extent that the claim would not have arisen but for the negligent act or willful misconduct of the indemnified party. The foregoing obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of such action. Provided that the indemnifying party promptly and reasonably investigates and defends any such third-party claim, the indemnifying party shall have control over the defense and settlement of the claim, except that the indemnifying party shall not have the right to enter into a settlement that imposes any obligation on the indemnified party. The party to be indemnified shall furnish, at the indemnifying party's reasonable request and expense, information and assistance necessary for such defense.

8. Limitation of Liability. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, AND WITH THE EXCEPTION OF FRAUD, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT (EVEN IF THE PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE PREVIOUS SENTENCE, IN NO EVENT SHALL NWF'S LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED ONE MONTH'S AVERAGE COMMISSION PAID TO SALES REPRESENTATIVE.

9. Confidentiality. All information disclosed by either party to the other pursuant to this Agreement, other than such information as may be generally available to the public or the industry, is and shall be disclosed to it in confidence solely for its use in the conduct of its business. Each party agrees to keep such information secret and confidential indefinitely and not to disclose it to any other person or use it during the term of this Agreement or after its termination except in carrying out its obligation hereunder or in response to obligations imposed by tariff or order of a court or regulatory body. Sales Representative shall not disclose the terms and conditions of this Agreement to any person or entity without the prior written consent of NWF, which may be granted or withheld in NWF's sole discretion.

Insurance. Sales Representative Vendor shall maintain with a carrier reasonably acceptable to NWF the following insurance coverage in at least the following amounts:

a. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the Vendor associates engaged in performing services under this Agreement;

b. Employer's Liability coverage with a minimum limit of \$1,000,000 for bodily injury by accident or disease;

c. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations;

d. Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage;

e. Excess or Umbrella Liability coverage with a minimum limit of five million dollars (\$5,000,000) coverage in excess of the coverage as set forth in items b, c, and d above.

Sales Representative shall provide evidence of insurance upon NWF's request.

10. Miscellaneous. The terms of this Agreement shall be governed by and construed in Accordance with the laws of the State of Washington without regard to its conflict of laws principles. NWF may freely assign this Agreement and its rights and obligations under this Agreement, including to a successor entity in the event of a (i) sale of all or substantially all of its assets, stock or other ownership interests, or (ii) merger, consolidation, reorganization or re-capitalization. Sales Representative may assign this Agreement and its rights and obligations under this Agreement to a successor entity in the event of a (i) sale of all or substantially all of its assets, stock or other ownership interests, or (ii) merger, consolidation, reorganization or re-capitalization only after written consent of NWF, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted assigns. Failure to enforce any rights relating to a party's default hereunder shall not constitute a waiver of any other default. Provisions of this Agreement identified by the context to survive the termination or expiration of this Agreement shall so survive. This Agreement (including any Addendums, which are incorporated into this Agreement by this reference) constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior oral or written agreements, commitments or understandings. This Agreement shall not be amended except by written amendment signed by authorized representatives by both parties. This Agreement may be executed in counterparts. Neither party shall use this Agreement or the subject matter of this Agreement for publicity without prior written consent of the other party. This Agreement does not create any third-party benefits.

11. Notices. Notices required under this Agreement shall be in writing and shall be hand delivered, sent via mail, sent via USPS first class mail, or sent via a nationally recognized delivery service to a Party's address as set forth below. Notices shall be effective when received or, in case of USPS first class mail, three (3) business days after sending. Notices shall be sent to:

To NWF:

Northwest Fiber, LLC
135 Lake Street S Suite 155
Kirkland, WA 98033
Attention: Legal Department

legal@ziply.com

To Sales Representative:

Attention: _____

If a party changes its address it shall inform the other party in writing.

This Agreement is effective as of the last date set forth below.

Northwest Fiber, LLC

By: _____
Name: _____
Title: _____
Date: _____

Sales Representative

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM 1

Commissions and Commission Table

1. Commissions.

a. Commissions. Commissionable services are defined as new services solicited by the Sales Representative, and/or the renewal of services for NWF customers whose current services were originally sold to the customer by Sales Representative. In the event that the new sale of commissionable services results in the disconnection of existing services, only the “net new” monthly recurring charges shall be eligible for commission. Taxes, service fees and any other miscellaneous charges are not commissionable.

b. Evergreen Policy. NWF shall continue to pay commissions after termination or expiration of this Agreement for all customer services procured by Sales Representative on behalf of NWF so long as the customer continues to use the services, including automatic and month-to-month renewals. Termination or expiration of this Agreement for any reason shall not terminate NWF’s obligation to continue to pay commissions in accordance with this provision.

c. Payment Schedule Commissions shall be paid monthly and payment shall be deemed payable to the Sales Representative within thirty (30) business days after NWF receives payment from the customer.

2. Commission Table:

Services	Type of Commission	Payout Info
Access & Transport services including DSL, Wi-Fi Ethernet Private Line (“EPL”)	Residual	18%
Dedicated Ethernet Internet Access (“EIA”)	Residual	18%
Ethernet Virtual Private Line (“EVPL”) ELAN Services, DS1- DS3	Residual	18%
Voice Services	Residual	18%
SDWN Service	Residual	18%
Wavelengths & Dark Fiber	Residual	TBD % of MRC - Requires advance approval in writing to qualify