



**INDEPENDENT AGENT AGREEMENT**

This Independent Agent Agreement (this “**Agreement**”) is made and entered into as of the date of last signature on this signature page (the “**Effective Date**”), by and between Clarus Communications, LLC, a Missouri limited liability company, with its principal place of business at 5988 Mid Rivers Mall Drive, Suite 118 St. Charles, MO 63304 (hereinafter referred to as “**CLARUS**”) and the independent agent listed below (hereinafter referred to as “**Independent Agent**”). Independent Agent and CLARUS hereby agree to the terms and conditions in this Agreement under which Independent Agent will provide to CLARUS, on a nonexclusive basis, referral business and market and sell certain products and services subject to and in accordance with the terms of this Agreement and to be bound by the terms and conditions of this Agreement, which comprises ten (10) pages including this signature page and Schedules A and B which are incorporated into the Agreement by this reference. INDEPENDENT AGENT ACKNOWLEDGES THAT HE/SHE/IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

<b>Independent Agent Information:</b>			
Individual (or company name if Independent Agent is a company)		Tax ID:	
Street Address		Contact Full Name:	
City		Contact Title:	
State		Contact Phone:	
Zip		Contact Email:	

**THIS AGREEMENT IS HEREBY ACCEPTED AND AGREED TO AS OF THE EFFECTIVE DATE BY:**

Clarus Communications, LLC	Independent Agent:
By:	By:
Name: Christopher Torbit	Name:
Title:	Title:



Principal	
Date:	Date:

WHEREAS, CLARUS has agency and/or dealer relationships with various companies that are resellers and/or direct service providers of telecommunications services, such as network providers, facility suppliers, phone system suppliers, equipment providers, local exchange carriers, wireless carriers, and others as identified in CLARUS’ website at <http://www.clarusco.com/providers/> (collectively, the “**Represented Carriers**” and the list on the website, as may be amended or modified from time to time by CLARUS, shall be referred to as the “**Represented Carriers List**”) pursuant to various agency or dealer arrangements and agreements with the Represented Carriers (collectively, the “**Agency Agreements**”);

WHEREAS, CLARUS engages independent agents from time to time to assist CLARUS in providing referrals and marketing and selling the products and services offered by the Represented Carriers pursuant to the Agency Agreements; and

WHEREAS, Independent Agent wishes to provide to CLARUS, on a nonexclusive basis, referral business and to market and sell the products and services offered by the Represented Carriers and any other products and services offered by CLARUS subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. Independent Agent Compensation**

- a. Independent Agent shall be paid a commission based on the products and services of the Represented Carriers sold by Independent Agent subject to and in accordance with the terms of this Agreement (an “**Independent Agent Commission**”). To receive an Independent Agent Commission on such product or service: 1) Independent Agent must provide fully completed paperwork provided by Represented Carrier and executed by the end-user customer (“**Customer**”); 2) the paperwork must be accepted and approved by the Represented Carrier (the “**Customer Contract**”); 3) the underlying Represented Carrier’s products and/or services must be installed; 4) the Customer must pay Represented Carrier the amounts due pursuant to the Customer Contract; 5) Independent Agent must register the Customer Contract with CLARUS in accordance with CLARUS’ procedures and systems; and 6) CLARUS must receive its commission compensation for the sales under the Customer Contract from the Represented Carrier pursuant to the corresponding Agency Agreement (a “**CLARUS Commission**”).
- b. Subject to the terms and conditions of this Agreement, Independent Agent Commissions will be paid by the last day of every calendar month. The Commission payment will include payments on all Customer Contracts for which CLARUS receives a CLARUS Commission payment from the Represented Carrier on prior to the 28th day of that month; any amounts received after the 28th day of that month will be paid the following month. CLARUS WILL NOT BE LIABLE FOR ANY INDEPENDENT AGENT COMMISSIONS DUE TO INDEPENDENT AGENT UNTIL THE CLARUS COMMISSION PAYMENT IS RECEIVED IN FULL FROM THE



REPRESENTED CARRIERS. Independent Agent will be paid in accordance with Schedule A. CLARUS will not issue payment of a monthly Independent Agent Commission during any month in which the amount of such Independent Agent Commission is less than fifty dollars (\$50.00). Any amount that is not paid pursuant to this sub-section will accrue from month to month until the total accrued Independent Agent Commission exceeds \$50.00. When the total accrued Independent Commission exceeds \$50.00, CLARUS will issue payment to the Independent Agent of the total accrued Independent Agent Commission at the end of the applicable month.

- c. Early termination of Customer Contract or other matters, including without limitation Customer's failure to pay invoice(s) pursuant to a Customer Contract, may result in a bill-back or charge-back to CLARUS. Independent Agent is responsible for reimbursing CLARUS for any Independent Agent Commissions paid to Independent Agent from any sales made by Independent Agent, which sale caused a charge-back or bill-back to CLARUS. Independent Agent agrees to pay such amount directly to CLARUS within 30 days of written notice.

## **2. Independent Agent Obligations**

- a. Independent Agent shall extend its best efforts to promote and market all Represented Carriers to the extent that such offered services are pertinent to prospective Customers of the Independent Agent and to use good faith and fair dealing in all negotiations with prospective Customers and leads. No alterations, modifications or add-ons to the products or services offered pursuant to the Agency Agreements shall be offered by Independent Agent or honored by CLARUS without prior written approval from CLARUS and the applicable Represented Carrier.
- b. Independent Agent shall comply with all legal requirements, and to refrain from any deceptive or misleading sales or marketing devices, tactics or strategies and to exercise the highest degree of ethical standards.
- c. Independent Agent shall at all times service its Customers to ensure satisfaction and proper account management, including accessibility and standard Customer care.
- d. Independent Agent shall notify Customers of any rate changes within ten (10) days of such notice is sent to Independent Agent by CLARUS.
- e. Independent Agent shall submit properly completed paperwork on any and all accounts for provisioning of telecommunications services, including Customer's credit information, copies of the latest carrier bills and any other forms required by a Represented Carrier or CLARUS. Errors on the part of Independent Agent will result in delays and cancellations of orders. Orders submitted by Independent Agent or Customers are not binding until accepted by CLARUS and the applicable Represented Carrier in writing. CLARUS or a Represented Carrier may, in their sole discretion, reject any order solicited or taken by Independent Agent without any liability to CLARUS or Represented Carrier. CLARUS may, for any valid business reason, cancel or suspend any order, either in whole or in part without any liability to CLARUS at any time after acceptance of any order by CLARUS or a Represented Carrier. Customer understands that the Represented Carrier may cancel or suspend any order, either in whole or in part at any time after acceptance of any order by CLARUS or a Represented Carrier and CLARUS or Represented Carrier shall have no liability for such suspension or cancellation.

- f. Independent Agent shall assist CLARUS and/or Represented Carrier in the collection of all Customer account balances which are past due.
- g. Independent Agent shall secure and maintain workers' compensation insurance as may be required by law and comprehensive general liability and automobile insurance in amounts sufficient to reasonably insure its obligations and performance under this Agreement. Upon request, Independent Agent shall furnish insurance certificates to CLARUS evidencing such insurance coverages.

**3. Independent Agent Terms and Conditions**

- a. Independent Agent is an INDEPENDENT CONTRACTOR and not an employee, franchisee, partner or co-venturer of CLARUS or any Represented Carrier.
- b. Independent Agent is not entitled to receive on-site support, office space, resources, or any direct benefit from the offices, employees, officers or agents of CLARUS. Training, sales support and on-site meetings may be available upon request from CLARUS or Represented Carriers at agreed upon rates.
- c. As an independent agent of CLARUS, Independent Agent will receive compensation in such capacity and receive an annual 1099 income statement by or around January 31 of each following year.
- d. Independent Agent shall be responsible for any and all tax and income liabilities resulting from income earned as an independent contractor of CLARUS.
- e. Independent Agent shall pay all of its own business expenses in connection with this Agreement, including the promotion and sale of telecommunications products and services of the Represented Carriers and/or CLARUS.
- f. Independent Agent shall not incur any obligation of indebtedness, expressed or implied, on behalf of CLARUS or any Represented Carrier. Independent Agent shall not represent or imply to any party that he/she possesses the power or authority to enter into a contract or commitment in the name of or on behalf of CLARUS, any Represented Carrier, or to bind the same.
- g. Independent Agent agrees to hold CLARUS harmless and assumes complete responsibility for all sub-contractors, marketing agents, sales representatives, employees and other third parties utilized by Independent Agent in its sales and marketing efforts and warrants and guarantees that all will abide by the terms of this Agreement. The payment of any compensation, fees, bonuses and salaries to such persons shall be the sole responsibility of Independent Agent.
- h. CLARUS shall be entitled to recoup and set-off any and all Commission payments or other amounts due and owing, or that become due and owing, by CLARUS to Independent Agent against any and all amounts owed by Independent Agent to CLARUS under this Agreement or otherwise. The exercise of such right of recoupment or set-off by CLARUS will not constitute an event of default under this Agreement or any other agreement or understanding between CLARUS and Independent Agent, and Independent Agent hereby releases CLARUS and its affiliates from any and all liability with respect to any amounts recouped or set-off against hereunder.



- i. This Agreement is not exclusive and CLARUS retains the right, at its sole discretion, to acquire the same or similar services from others without any obligation to Independent Agent.

#### **4. Term and Termination**

- a. This Agreement shall remain in full force and effect for an initial term of three (3) years and shall automatically renew for additional three (3) year terms unless terminated by written notice being given by either party to the other party at least sixty (60) days prior to the renewal date.
- b. Independent Agent may terminate this Agreement upon ten (10) days prior written notice to CLARUS if CLARUS fails, for a period of two (2) consecutive months, to pay any due and owing Independent Agent Commission as provided herein and fails to cure the same during such ten (10) day notice period.
- c. Independent Agent understands and agrees that the Represented Carriers List posted on the CLARUS website may be amended from time to time by CLARUS, and Independent Agent is responsible for regularly monitoring the website for any updates to the Represented Carriers List. In the event that (i) an Agency Agreement with a Represented Carrier is terminated by either Represented Carrier or CLARUS for any reason or (ii) an Agency Agreement is modified to such extent that, in the opinion of CLARUS, the Represented Carrier cannot continue to be a Represented Carrier for any reason, CLARUS shall have no liability to Independent Agent under this Agreement or otherwise for such termination or modification of the Agency Agreement and/or termination of the Represented Carrier; provided that to the extent that CLARUS continues to be paid a CLARUS Commission by such terminated Represented Carrier for any of Independent Agent's Customer Contracts associated with such terminated Represented Carrier, Independent Agent shall be entitled to the Independent Agent Commission pursuant to section 5(b) of this Agreement. This Agreement shall continue in full force and effect with respect to the remaining Represented Carriers in the Represented Carrier List.
- d. CLARUS may terminate this Agreement immediately upon written notice if Independent Agent is in breach of this Agreement and fails to cure the breach within ten (10) days after CLARUS delivers written notice of the breach to Independent Agent.
- e. CLARUS may terminate this Agreement in the event that Independent Agent declares or files bankruptcy, has a receiver appointed, makes an assignment for the benefit of creditors, or otherwise takes advantage of, or is subjected to, any insolvency law.
- f. CLARUS may terminate this Agreement immediately upon the commission of an illegal or dishonest act of the Independent Agent or any misrepresentation, fraud or unethical conduct by the Independent Agent in the reasonable opinion of CLARUS. There shall be no cure period for termination pursuant to this section 4(f).
- g. If Independent Agent is an individual, CLARUS may terminate this Agreement immediately upon the death or disability of Independent Agent or if Independent Agent otherwise becomes incapable or unwilling to perform his or her obligations hereunder. If Independent Agent is an entity, CLARUS may terminate this Agreement immediately upon the death or disability of the majority equity owner of Independent Agent, or if such owner becomes incapable or unwilling to perform his or her obligations hereunder, or the dissolution, change in entity form, change of control, merger, or sale of substantially all of the assets of Independent Agent.



- h. CLARUS reserves the right to terminate this Agreement if Independent Agent attempts to contract or contracts with any Represented Carrier directly without the prior written consent of CLARUS during the term of this Agreement or any extension thereof unless Independent Agent was already an existing agent of particular Represented Carrier prior to entering into this Agreement with CLARUS and such existing agency agreement was notified to CLARUS prior to the execution of this Agreement and such Represented Carrier is listed in Schedule B to this Agreement prior to the execution of this Agreement.

**5. Payment upon Termination**

- a. In the event that this Agreement is terminated due to the reasons set forth in sections 4(d), 4(e), 4(f), 4(g) and/or 4(h), CLARUS shall have no further payment obligations to Independent Agent whatsoever.
- b. In the event that this Agreement (or a Represented Carrier with respect to section 4(c)) is terminated due to the reasons set forth in sections 4(a), 4(b), and/or 4(c), Independent Agent shall be entitled to receive an Independent Agent Commission for Independent Agent's Customers for which CLARUS continues to receive a CLARUS Commission payment from the Represented Carrier after the termination of this Agreement.
- c. Upon termination of this Agreement, Independent Agent shall immediately cease marketing and selling any and all services available by or through CLARUS through the Agency Agreements with any Represented Carriers or otherwise. Upon termination, Independent Agents shall deliver immediately to CLARUS all materials relating to CLARUS or any Represented Carriers including but not limited to all price lists, Customer prospect lists, sales literature and other such materials. Moreover, Independent Agent agrees that he/she will immediately discontinue the use of any service, logo and/or trademark or word mark authorized by CLARUS and shall not represent itself in any manner as an agent, contractor, or representative of CLARUS. Independent Agent further agrees to abide by the non-disclosure and non-solicitation provisions of this Agreement.

**6. Confidentiality, Trade Secrets and Proprietary Rights**

- a. Neither party hereto nor their respective officers, directors, agents or employees shall disclose the terms of this Agreement to any unaffiliated third party without the prior written consent of the other party except as may be required by law or under any applicable Agency Agreement. Independent Agent shall not sell, disclose, release or otherwise identify (including, without limitation, by name, address or telephone number) the persons or entities Independent Agent solicits as Customers or potential Customers or leads or any confidential information or trade secrets of CLARUS or a Represented Carrier to any third party at any time, without the express written consent of CLARUS. Independent Agent agrees to treat as confidential all information obtained or developed by it in the performance of its obligations hereunder, including but not limited to all pricing information, commission rates and information, and customer lists, leads lists, as well as all material and information provided to Independent Agent by CLARUS, and not to disclose the same to any third party in any manner without CLARUS' prior written consent. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this provision and that CLARUS shall be entitled to injunctive relief as well as reimbursement by Independent Agent for legal and other expenses as a remedy for any such breach.
- b. From time to time Independent Agent may be provided or otherwise gain access to software applications, manuals, documents and/or other proprietary materials owned or controlled by CLARUS (collectively, "CLARUS Materials"). Independent Agent agrees that such CLARUS Materials are, as between the parties,



the sole and exclusive property of CLARUS, and that Independent Agent does not acquire any right, title or interest in and to such CLARUS Materials (except for the limited right to use such CLARUS Materials solely in the performance of this Agreement). Independent Agent agrees to use the CLARUS Materials solely for Independent Agent's business purposes in performance of this Agreement. Independent Agent shall not (i) permit any third parties to use CLARUS Materials, (ii) use the CLARUS Materials for the benefit of a third party or itself outside of the business purposes in performance of this Agreement, or (iii) develop a product that is similar to the CLARUS Materials or to operate a service bureau utilizing the CLARUS Materials in whole or in part. Independent Agent understands and agrees that he/she/it shall be bound by the software licensing agreement(s) associated with the CLARUS Materials that comprise software and/or software applications. The terms and conditions of any and all such software licenses shall be posted on the CLARUS website

- c. Independent Agent hereby further agrees that upon any written instruction by CLARUS, or any termination of this Agreement, that Independent Agent will immediately cease all use of CLARUS Materials and that Independent Agent will promptly return to CLARUS or destroy all copies of CLARUS Materials. If such CLARUS Materials are destroyed, Independent Agent's written certification of such destruction to CLARUS shall be a sufficient response to the requirement to return such CLARUS Materials. The return or destruction of any such CLARUS Materials shall not relieve Independent Agent from the provisions of this Agreement, which will continue in full force and effect according to its remaining terms.

## **7. Trademarks, Service Marks, Branding and Trade Names**

- a. CLARUS hereby authorizes Independent Agent to use the marketing materials provided or previously approved by CLARUS for the purposes of the sale of any of Represented Carriers' and/or CLARUS' products or services for the term of this Agreement. CLARUS may revoke or modify such authorization at any time during the term of this Agreement upon notice to Independent Agent.
- b. Independent Agent shall sell and market the products and services under the trademarks, service marks, logos, branding and trade names indicated by CLARUS and/or the Represented Carriers (collectively, the "**Marks**"). Independent Agent shall not display or use any of the Marks and shall not permit the same to be displayed or used by third parties, other than in connection with the sale, distribution or promotion of products or services pursuant to this Agreement. In the absence of specific prior written consent from CLARUS, Independent Agent shall not use any of the Marks as part of its own name, service marks or trademarks, or in any other manner not so approved by CLARUS. The Marks are proprietary to CLARUS or a Represented Carrier and nothing contained in this Agreement shall constitute the grant of a general license for their use.
- c. Upon termination of this Agreement, all rights of Independent Agent to use the Marks shall expire immediately and Independent Agent shall immediately discontinue the use thereof.

## **8. Excusable Delay**

Neither party hereto shall be liable for failure to perform its obligations hereunder due to causes beyond its control including, without limitation, acts of God, fire, flood or other catastrophes, any law, order, regulation or request of any government, or of any civil or military authority, national emergency, insurrection, riot, war or strikes, lockouts, work stoppages or other labor difficulties.



**9. Assignment**

This Agreement and the rights and benefits associated with this Agreement may not be assigned, transferred or conveyed, directly or indirectly, in whole or in part, by Independent Agent without the prior written consent of CLARUS. Any assignment, transfer or conveyance in violation of this section shall be deemed to be an immediate and willful breach of this Agreement. CLARUS may assign this Agreement and shall provide written notice to Independent Agent of such assignment.

**10. Liability and Indemnification**

- a. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER CLARUS NOR ANY OF THE REPRESENTED CARRIERS SHALL BE LIABLE TO INDEPENDENT AGENT FOR DAMAGES OF ANY KIND RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE INTERRUPTION OF SERVICE OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. NEITHER CLARUS NOR ANY OF THE REPRESENTED CARRIERS WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSS OR DAMAGE OF ANY KIND, OR FOR LOST PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT INDEPENDENT AGENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR ANY PUNITIVE DAMAGES, BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE PURSUANT TO OR UNDER THIS AGREEMENT.
- b. Independent Agent shall defend, indemnify and hold CLARUS and Represented Carriers harmless from all suits, claims, demands, costs, expenses, losses, damages, fines and penalties of any kind (including reasonable attorneys' fees) resulting from, arising out of or in any way connected with any breach by Independent Agent of any of the terms of this Agreement or any negligent act or omission or other misconduct on the part of Independent Agent or any of its directors, officers, employees, agents or independent contractors.

**11. Injunctive Relief and Enforcement**

In the event of breach by Independent Agent of the terms of sections 6 (Confidentiality, Trade Secrets and Proprietary Rights) and/or 7 (Trademarks, Service Marks, Branding and Trade Names), CLARUS shall be entitled to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law and also to enforce the specific performance of this Agreement by Independent Agent and to enjoin Independent Agent from any further violation of sections 6 and/or 7 and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law and/or in equity. Independent Agent recognizes and agrees that the violation of the provisions of sections 6 and/or 7 by Independent Agent cannot be reasonably or adequately compensated in damages and that, in addition to any other relief to which CLARUS may be entitled by reason of such violation, CLARUS shall also be entitled to interim and permanent injunctive and equitable relief without the posting of any bond being required. Without limiting the generality of the foregoing, Independent Agent specifically acknowledges that a showing by CLARUS of any breach of any provision of Sections 6 and/or 7 shall constitute, for the purposes of all judicial determinations of the issue of injunctive relief, conclusive proof of all of the elements necessary to entitle CLARUS to interim and permanent injunctive relief against Independent Agent. In addition, in the event that any of the provisions in Sections 6 and/or 7, shall be determined by any court of competent jurisdiction to be unenforceable by reason of extending for too great a period of time or over too great a geographical area or by reason of being too extensive in any other respect, it shall be interpreted to extend over the maximum period of time for which it may be





enforceable and to the maximum extent in all other respects as to which it may be enforceable, and enforced as so interpreted, all as determined by such court in such action.

**12. Choice of Law, Severability and Dispute Resolution**

This Agreement and all questions as to its interpretations, performance and enforcement and the rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Missouri. Should any provision contained in this Agreement violate any laws of the State of Missouri or any other state in which this Agreement is to be performed, that provision shall be deemed void to the extent it is in violation without invalidating any other provision contained herein unless the effect would be to negate an essential element of this Agreement. Except in the case of any violations of this Agreement pursuant to section 11 above, any dispute arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Section 1, et seq., and judgment upon the award rendered by the arbitrators may be entered by any court of competent jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Missouri and any arbitration shall be conducted in St. Louis County, Missouri. In the event of any dispute or controversy or legal action of any kind concerning the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and costs relating thereto.

**13. Notices**

Any notice to be given to Independent Agent or CLARUS by the other shall be in writing and shall be deemed to have been given on the date of delivery if mailed by certified mail, postage prepaid, return receipt requested or upon the date of delivery if sent via a recognized courier service such as FedEx, UPS or DHL, to the address provided herein or at such other address as may hereafter be furnished in writing to the other party.

**14. Survival**

The following Sections shall survive termination of this Agreement: Sections 1 (b) and (c) (Independent Agent Compensation), 3 (Independent Agent Terms and Conditions), 5 (Payment Upon Termination), 6 (Confidentiality, Trade Secrets and Proprietary Rights), 7(c) (Trademarks, Service Marks, Branding and Trade Names – ceasing the use of upon termination), 10 (Liability and Indemnification), 11 (Injunctive Relief and Enforcement), 12 (Choice of Law, Severability and Dispute Resolution), 13 (Notices), 14 (Survival) and 15 (Entire Agreement; Due Authorization; Counterparts; Signatures).

**15. Entire Agreement; Due Authorization; Counterparts; Signatures**

This Agreement embodies the entire agreement of the parties hereto with respect to the matters set forth herein and may not be changed or modified in any manner except in writing executed by each of the parties hereto. This Agreement shall be binding upon and enure to the benefit of the legal representatives, successors, heirs and permitted assignees of the parties. Independent Agent hereby represents and warrants that he/she/it has the full legal authority to perform his/her/its obligations under this Agreement and that the person executing this Agreement has the authority to bind it. This Agreement shall not be binding unless executed by a duly authorized officer of CLARUS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, email, or



other electronic medium, including an electronic signature, shall have the same force and effect as an original signature.



## SCHEDULE A

### INDEPENDENT AGENT COMPENSATION

All capitalized terms used in this Schedule A that are not defined in this Schedule A shall have the meanings as set forth in the Independent Agent Agreement between CLARUS and Independent Agent to which this Schedule A is attached (the "Agreement"). CLARUS shall pay Independent Agent the following Independent Agent Commissions (minus applicable taxes) for Customer Contracts subject to and in accordance with the terms of the Agreement.

1. Referral – The following type of sale is defined as a "**Referral Sale**". CLARUS is contacted by Independent Agent and presented a lead. CLARUS works with Independent Agent's referral account to answer questions directly and close the sale without any additional assistance from Independent Agent. Account is maintained by CLARUS. Independent Agent is entitled to receive an Independent Agent Commission of **10%** of the one-time up front and/or residual or recurring Independent Agent Commission, as applicable, received by CLARUS as a CLARUS Commission from Represented Carrier.
2. Assisted – The following type of sale is defined as an "**Assisted Sale**". CLARUS works with Independent Agent and Customer to answer questions and help to close the sale. Account is maintained jointly by Independent Agent and CLARUS. Independent Agent is entitled to receive an Independent Agent Commission of **30%** of the one-time up front and/or residual or recurring Independent Agent Commission, as applicable, received by CLARUS as a CLARUS Commission from Represented Carrier. CLARUS and Independent Agent shall work together to coordinate such process.
3. Quotes and Contracts – The following type of sale is defined as "**Quotes and Contracts Sale**". Independent Agent gets quotes and contract assistance from CLARUS. CLARUS does not speak directly with Customer. Proposal analysis and compilation provided by Independent Agent. The Customer account is maintained by Independent Agent. Independent Agent is entitled to receive an Independent Agent Commission of **70%** of the one-time upfront and /or residual or recurring Independent Agent Commission, as applicable, received by CLARUS as a CLARUS Commission from Represented Carrier. Independent Agent coordinates all processes, paperwork and assists the Customer with all future Customer issues and involves the Represented Carrier directly as required.
4. Installation – The following type of bonus payment is defined as an "**Installation Bonus**". If Independent Agent utilizes CLARUS, or an affiliate of CLARUS, for the installation of a phone system, then the Independent Agent will be entitled to receive an Independent Agent Commission of a one-time bonus payment equal to **5%** of the total installation commissions received by CLARUS from the Customer for installation of such equipment.

Independent Agent understands and agrees that no Independent Agent Commission shall become due to Independent Agent until CLARUS receives its CLARUS Commission from the applicable Represented Carrier, whether such Represented Carrier pays the CLARUS Commission on a one-time up-front basis and/or a residual or recurring commission basis. When a Referral Sale, Assisted Sale, or Quotes and Contracts Sale is closed in accordance with section 1(a) of the Agreement, CLARUS will register the account and log the appropriate Independent Agent Commission rate with the Independent Agent. A mutually accepted determination of whether the sale is a Referral Sale, Assisted Sale, or Quotes and Contracts Sales must occur in good faith before any Independent Agent Commission becomes due to Independent Agent. If there is a disagreement regarding the type of sale, CLARUS will contact Independent Agent to discuss and attempt to resolve the disagreement in good faith.

CLARUS may change the Independent Commission level percentages set forth above at any time upon notice to Independent Agent; provided, however; such change will only apply to sales closed after such change has been disclosed to Independent Agent, unless the change is by the Represented Carrier and affects past contracts, in which case such change shall apply retroactively. CLARUS may re-designate a particular sale's designation as a Referral Sale, Assisted Sale, or Quotes and Contracts Sale, together with the applicable Independent Agent Commission level percentage, if during the course of the order or contract process, CLARUS' role changes in the amount of assistance and support provided either pre or post-sale.



## **SCHEDULE B**

### **EXISTING REPRESENTED CARRIER CONTRACTS**

*If applicable, insert the names of Represented Carriers pursuant to section 4(h) of the Agreement. If no Represented Carriers are inserted into this Schedule, then this Schedule shall be deemed "not applicable" or "none" for purposes of Section 4(h).*