



'Gold' Reseller Agreement

Between

- o voipGATE S.A., which has its main place of business at 41, am Bann, L 3372 Leudelange, Luxembourg and is represented by Xavier Buck, General Manager ("voipGATE"),

and

- o The Reseller, as defined in Exhibit 1 of The Agreement is represented by _____ who certifies he/she has the legal authority and necessary power to enter into and execute this agreement ("the Reseller").

Recitals

voipGATE operates an innovative service from its www.voipGATE.com Web site ("The Web Site") allowing customers from all over the world to use the Internet to make phone calls, either between voipGATE or ENUM members, or to regular phone lines using the Public Switched Telephone Network or "PSTN" ("the Service") . In this latter case, voipGATE gives its customers the ability to use regular phone numbers (the "voipGATE numbers") to be called by people who use the PSTN.

The Reseller is willing to offer a powerful and flexible way of communicating to its clients as part of its existing services. The Reseller has approached voipGATE to include the Service into its offering.

In witness thereof, the Parties have agreed:

Article 1 *Definitions*

In the Agreement, the following Terms shall have these specific definitions:

- PSTN: “Public Switched Telephone Network” designates the regular phone network used by corporations and households and to which, under the Agreement, Purchaser wishes to connect voipGATE’s VoIP service.
- VOIP or “Voice over IP”: designates a protocol which transform voice impulses into TCP/IP packets in order for Voices conversations to be carried using the Internet network.
- voipGATE or “the Service”: designates a service performed by voipGATE under which, among other possibilities, Subscribers to the service can perform phone conversations or “calls” which can be routed through the Internet between two voipGATE Subscribers, a voipGATE Subscriber and the user of an other VOIP provider (providing it uses the Protocols) or between a Contractor Subscriber and a regular telephone number using PSTN.
- voipGATE Subscriber(s): designates one or more user of the Service that have successfully logged on voipGATE servers using the Login and Passwords provided by the Reseller.
- VoIP Numbers or “Voip-In numbers”: Numbers specifically provided by voipGATE to be used with the Service to allow the Subscriber to be called from PSTN or ENUM.
- The Protocols: together designates SIP and ENUM (see below) which allow for interoperability between voipGATE’s and other VOIP services.
- SIP: “Session Initiation Protocol” as defined by RFC 2543, is a support protocol that allows interconnection and exchanges between two devices connected over the Internet used to transmit, among others, voice packets.
- ENUM: designates a standard, documented in RFC 3761, which maps resources from the regular telecommunication system to the Internet. Among others, it defines which conventions to use to map a phone number to an Internet Domain Name.
- Softphone: designates a software in its compiled form, used on a personal computer as a client to make calls using the Service.
- DNS: stands for Domain Name System.
- API: Application Programming Interface
- The Execution Date: designates the date when the Agreement is signed by both Parties, on the latter one if the Agreement is not signed at the same time.

Article 2 *Object*

Under the Agreement, the Reseller agrees to attract new business to voipGATE by promoting the Service and other relevant voipGATE products to his or her clients, associates and contacts and more generally leads (collectively referred to as “the Customers”). The Agreement also defines the terms and conditions under which the Customers shall be handled, and how the Reseller will be compensated accordingly by voipGATE.

Article 3 *Obligations of the Reseller*

Under the Agreement, the Reseller specifically agrees to attract new business to voipGATE by promoting the Service and other voipGATE' products and their use to its Customers in any reasonable way possible.

The Reseller also agrees to use voipGATE as its sole provider of VoIP-type services as well as to promote the Service to its Customers excluding any other similar service. Such exclusivity shall last for the whole duration of the Agreement and twelve (12) months following its termination.

In signing this Agreement, the Reseller also agrees to be bound by voipGATE's 'Terms and Condition of Use' as referenced in Exhibit 2 of the Agreement ("the Terms") and to include the exact same terms in any agreement related to the Service with its Customers. The Reseller therefore warrants that its Customers know, acknowledge and will continuously abide by the Terms.

The Reseller may substitute his name or trading name in such agreements, as long as the responsibilities are clearly maintained by the Reseller on behalf of voipGATE.

The Reseller also commits to fulfilling all its financial obligations vis-à-vis voipGATE including but not limited to the one outlined in Exhibit 3 of this Agreement.

The Reseller understands that the title of this Clause shall not be perceived as limiting its obligations vis-à-vis voipGATE to the ones above and agrees other relevant obligations maybe contained elsewhere in this Agreement and specifically the ones included in Article "Invoicing & Payments" of this Agreement.

Article 4 *Branding – White label*

As part of the Gold Reseller Agreement, the Reseller can elect to distribute and promote the Service under its own name, logo, trademark (collectively "the Reseller Brand").

Should the Reseller choose to do so, it can draw up its own OEM Agreement with its Customers without mentioning voipGATE, providing it still fulfil its obligations under this Agreement including but not limited to the communication and acceptance of the Terms to and by its Customers.

Alternatively, the Customer can elect to use voipGATE Trade Name and Logo (collectively "voipGATE Brands") to promote the Service. By doing so, the Reseller commits to displaying the voipGATE Brands on every communication related to voipGATE in dealing with its clients.

Use of the voipGATE Brands as specified above does not grant the Reseller any particular license to the voipGATE Brands and exclude any other use than the one envisioned without express written consent from voipGATE.

Article 5 *Obligations of VoipGATE*

Under the Agreement voipGATE will provide operational support and technical assistance to the Reseller strictly limited to:

- a. The provision of Voip specific VoIP Numbers for the countries specifically listed on the Web Site to be used by the Reseller's Customers to be called from PSTN.
- b. A list of approved Voip hardware as specified on the relevant section of the Web Site.
- c. voipGATE will additionally provide the Reseller with means to:
 - i. Collect and register Client details in association with Voip Numbers, hardware or software phones and hardware interfaces supplied by voipGATE to the Reseller's Customers ("the Phones")
 - ii. Activate such accounts and devices mentioned above, only after verification and payment
 - iii. Store and consolidate all call fees and other charges incurred by the Reseller's Customers using the Services and make them available to the Reseller
 - iv. Manage and reconfigure client accounts supplied by voipGATE via a Web Interface.
- d. voipGATE shall maintain and provide access to a specific API to be used by the Reseller to perform its own billing, price setting and account management.
 - i. Use of the API does not grant the Reseller any right to the Source Code or to modify the API itself
 - ii. voipGATE will inform the Reseller of available updates to the API using the contact details specified in Exhibit 1 of the Agreement.

Under the Agreement, VoipGATE also agree to provide the Reseller with a limited list of items to facilitate and enhance its promotion of the Service only:

- a. English PDF versions of the end-user documents explaining the use of the Service and other products supplied by voipGATE
- b. If the Reseller elects not operate under white label as specified in article 3 above, advertising material (available in PDF format), print-ready layouts in English.
- c. Communications vouchers (200 € total value) usable as credit to perform calls to users of the PSTN network.
- d. E-mail, and phone support (the latter being charged up to 2.50 € a minute depending on the country of origin).

Article 6 *Invoicing and Payments*

The Reseller will make a 1-time payment to voipGATE in the amount stated in Exhibit 3 of this Agreement. The amount shall be wired to voipGATE on the Execution Date. Additionally, the Reseller agrees to provide voipGATE with a suitable on-going pre-payment for communication charges (minimum 2000 € excl. VAT).

Additionally The Reseller agrees to be responsible of its own billing, price setting and account management (performed through a specific API to voipGATE Server) to its Customers.

The Reseller shall be paid commissions on such sales, as defined in Exhibit 3 of the Agreement.

voipGATE will provide up-to-date details of the Commissions earned in a password-protected area of its Reseller Website, and will be paid to the Reseller against his or her invoice monthly, unless the amount earned in a given month is less than 100 €.

Article 7 *Liabilities*

voipGATE's liabilities under this Agreement are limited solely to the provision of Communications services, and for the registration and activation of VoIP Numbers assigned to new Clients introduced by the Reseller.

voipGATE accepts no responsibility for any other liability for the use of the services it provides, or for the consequences of failed communications service or any related damages.

Article 8 *Changes in Communication Services and Tariffs*

voipGATE retains the right to modify its tariffs for the Services at any time, and to post, and where necessary update, these tariffs on the Web Site. The new tariffs will apply from the applicable date indicated on the company's website. voipGATE will inform the Reseller of such changes by e-mail prior to their implementation.

Article 9 *Duration*

This agreement will last twelve (12) months following the Execution Date, and shall be automatically extended for a further 12-month period unless either party terminates it in writing, and sent by Registered mail three (3) months before the end of the first period.

Article 10 *Termination*

Failure to abide by any provision of this Agreement, or any operating rule or policy by one of the parties may be considered by the other party to be a material breach of the Agreement.

The party identifying the breach may provide written notice, describing the breach to the offending party. If within thirty (30) calendar days of the date of such notice, the offending party fails to provide evidence, which is reasonably satisfactory to the other party, that they have not breached their obligations under the Agreement, or that they have not rectified the cause of this breach, the innocent party may commence contract termination procedures. Note that any such breach by one party shall not be deemed to be excused simply because the other party did not act earlier in response to that, or any other breach by the offending party.

Where the Reseller fails to introduce new Customers as a result of its promotional efforts for a continuous period of 3 months, voipGATE reserves the right to cancel the Reseller's Agreement without further explanation or liability on voipGATE's part.

Upon Termination of the Agreement for any reason the client database introduced to voipGATE by the Reseller will be transferred to voipGATE, and may not be offered for sale to third parties.

Article 11 *Technical Assistance*

Technical support is available on request as specified in Article 5 of the Agreement. Response times will depend on staff availability, and the location involved. Rates will depend on the type of support required, and are subject to a separate agreement.

Article 12 *Force Majeure*

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott, provided that the party relying upon this section, (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, voipGATE may immediately terminate this Agreement.

Article 13 *Applicable Law, Dispute Resolution*

This Agreement is subject to Luxembourg Law, and any disputes will be resolved in the appropriate Luxembourg Court.

Date: ____ / ____ / ____

Place: _____

The Reseller _____

voipGATE

Reseller Login : _____

Exhibit 1: Reseller Details

Company Name:

Contact Person:

Address:

Zip Code:

City:

Country:

E-mail Address:

Reseller's URL:

Direct Phone:

Fax:

Company ID (where applicable):

VAT Number (where applicable):

Reseller's Unique ID:

Exhibit 2: Terms & Conditions of use of the Service

The following presents the Terms of use for the voipGATE service. However the Reseller acknowledges and agrees he needs to regularly check for the most current and up-to-date version at <http://www.voipgate.com/main/terms-conditions.php> and use and communicate it to its Customers instead when applicable.

Article 1 The Parties

This document 'voipGATE General terms and Conditions of Agreement', hereafter referred to as the 'General terms', is agreed between voipGATE S.A., with offices at 41, am Bann, L 3372 Leudelange, Luxembourg, hereafter referred to as 'voipGATE', and the person or party identified in the associated Application Form or Reseller, or Distributor contracts. In the case of a company application, this is the person signing on the company's behalf.

This person is hereafter referred to as the 'Client'.

The 'Client' is required to provide the necessary identification and in the case of company applications, the authority, as specified in the voipGATE Application Form.

Article 2 Purpose

This Agreement relates to communications services offered by voipGATE for use by the 'Client', and defines the terms and conditions under which these services are provided by voipGATE and accepted and used by the 'Client'. Note that these services are offered under the VoipGATE trading name.

Article 3 'Client' Data

In order to obtain access to the communications services offered by voipGATE, the 'Client' is required to provide the information needed by voipGATE to process the 'Client's' application.

The 'Client' is responsible for supplying the required information and for its accuracy, and once accepted as a 'Client', will immediately inform voipGATE in writing full details of any changes to this information.

voipGATE reserves the right to refuse an application:

If the information provided is incomplete.

If voipGATE has reason to doubt the accuracy of the information, or it is not supported by the required identification or, in the case of company applications, the required authorization.

If the 'Client' is known to have committed Fraud, or is bankrupt, or has given any reason to doubt his or her ability to meet their commitments under this Agreement.

Article 4 Data Security

voipGATE commits to protect the data provided to it by the 'Client', according to the requirements of the Luxembourg Law dated 2nd August 2003 relating to Data Protection. voipGATE will use the information provided by the 'Client' solely for the purposes of registering, activating, and invoicing of the communication services it provides to the 'Client' when the application has been accepted.

Article 5 Responsibilities and Obligations

5.1 voipGATE

Once an application has been accepted, and the necessary facilities as defined further under the heading 'The 'Client' in this Article below, are installed and operational, voipGATE will take the necessary steps to activate the communications service as requested by the 'Client'.

As soon as this process has been completed, voipGATE will note that the service is operational, and will formally record the Start of Service for the IP Phone numbers concerned.

voipGATE will make its best efforts to activate these services without delay, and to maintain the services once they have been initiated.

5.2 The 'Client'

In order to benefit from the Communications services offered by voipGATE and defined in the 'Client's

application, the 'Client' must be in possession the technical facilities detailed below. This consists of :

A suitable 2-way high-speed connection to a nearby Internet Gateway.

A suitable IP Telephone, IP Network socket and a mains power socket, this IP Telephone to have been included in the list of such IP Telephones shown of the voipGATE website, www.voipgate.com

An IP Phone number duly registered by voipGATE, and with the associated initiation and registration fees paid in full by the 'Client'.

Article 6 Invoicing and Payments

voipGATE, or its agents or partners charge for:

The leasing and registration, including the appropriate Annual Subscription, of all IP Phone numbers issued in the 'Client's name.

For any other additional services listed on the 'Client's Application Form.

For the cost of calls made via Internet gateways to local Telco using non-internet circuits.

These charges are according to voipGATE tariffs, as published on the voipGATE website, current at the time of invoicing.

The cost of the high-speed connection between the 'Client's site and the nearby Internet node will not be charged under this Agreement.

voipGATE will charge for, and invoice the services it renders to the 'Client' on a monthly basis. The 'Client' will pay for these services according to the terms stated in the 'Client's application. voipGATE may require a prepayment or deposit against these charges where it deems this necessary, and the 'Client' will make such prepayments without delay.

Article 7 Liabilities

voipGATE's liabilities under this Agreement are limited solely to the provision of Communications services, and for the registration and activation of IP Phone Numbers assigned to the 'Client'.

voipGATE accepts no responsibility for any other liability for the use of the services it offers, nor for the consequences of failed communications service or any related damages.

The 'Client' is responsible for the correct use of the communications facilities offered by voipGATE, in accordance with Luxembourg law.

The 'Client' is also responsible for ensuring all payments and pre-payments for the use of voipGATE's services are made on time according to voipGATE's invoices.

Article 8 Ownership

All IP Phone Numbers leased and registered to 'Client's by voipGATE remain under voipGATE's control, and may be reassigned at the termination of this Agreement. They may not be offered, transferred or sold to third parties by the 'Client'.

Article 9 Changes in Communication Services and Tariffs

voipGATE retains the right to modify its tariffs for the services it offers at any time, and to post, and where necessary update, these tariffs on its website, at www.voipgate.com The new tariffs will apply from the date indicated on the company's website.

Article 10 Duration

This agreement will run until the 31st of December of the year in which it came into force, but will be automatically extended for a further 12-month period unless either party terminates the Agreement by written notice to the other party before October 31st of the current year.

Article 11 Termination

Failure to abide by any provision of this Agreement, or any operating rule or policy by one of the parties may be considered by the other party to be in material breach of contract.

The party identifying the breach must provide written notice, describing the breach to the offending party. If within thirty (30) calendar days of the date of such notice, the offending party fails to provide evidence, which is reasonably satisfactory to the other party, that they have not breached their obligations under the Agreement, or that they have not rectified the cause of this breach, the innocent party may commence contract termination procedures. Note that any such breach by one party shall not be deemed to be excused simply because the other party did not act earlier in response to that, or any other breach by the offending party.

Article 12 Technical Assistance

Technical support is available on request. Response times will depend on staff availability. Charge Rates will depend on the type of support required, and are subject to a separate agreement.

Article 13 Force Majeure

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation,

interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott, provided that the party relying upon this section, (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, VoipGATE may immediately terminate this Agreement.

Article 14 Applicable Law, Dispute Resolution, Whole Agreement

This Agreement is subject to Luxembourg Law, and any disputes will be resolved in the appropriate Luxembourg Court.

This Agreement, together with the Associated Documents - the Application Form, the List of Tariffs and the Technical Environment Description, form the total Agreement between the parties. Samples of these Associated Documents are available on request.

Article 16

Special Conditions of service

It is specifically noted and agreed that specific services such as 0800 and 0900 numbers, as well as emergency services - Fire, Ambulance or Police - are NOT available via the VoipGATE services at this time. Any changes in the provision of such services will be recorded on the VoipGATE website.

Exhibit 3: Financial Considerations

A. One-Time Payment

As part of the Agreement the Reseller agrees to pay voipGATE the one-time sum of EUR 1,500 (One thousand five hundred euros)

B. Commissions

- Account subscriptions and renewals - 30 %
- Discount on all PBX voipGATE hardware interfaces - 30 %
- Commission on Premium Route Communication 0.01c per Minute
- Commission on Econo Communication Charge Sales over 100,000 minutes per month 0.01c per minute

C. Up-to-date Pricelist

Unless otherwise specified on the Web Site, the price list is accessible at:

<http://www.voipgate.com/main/callrates.php>

D. Banking information

All the sums to be paid by the Reseller to voipGATE are to be wired, in Euros, to the following Bank Account

Banque & Caisse d'Epargne de l'Etat
1, place de Metz
L-2954 Luxembourg

IBAN: LU11 0019 1955 5915 4000
BIC/SWIFT: BCEELULL