

# NON-EXCLUSIVE NTS AFFILIATE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between NTS Direct, Inc., 41 Main Street, Bolton, MA 01740 (herein "NTS") and \_\_\_\_\_ with an address of \_\_\_\_\_ (Herein "Affiliate").

WHEREAS, NTS is an authorized reseller of Avaya products and services and is subject to certain requirements and restrictions related thereto; and,

WHEREAS, NTS desires to obtain the services of Affiliate in accordance with the terms, conditions and covenants set forth in this Agreement.

THEREFORE, in consideration of the covenants set forth herein, it is agreed as follows:

1. NTS hereby appoints Affiliate as a non-exclusive independent sales agent to solicit orders for those products and/or services (herein "Deliverables") within the 50 States of the United States and the District of Columbia.

2. Affiliate shall not be an agent, partner, distributor or employee of Avaya and is not a beneficiary of any contract between NTS and Avaya.

3. As a condition of this appointment, if Affiliate is installing products purchased from NTS, they shall first comply with all training requirements of both Avaya and NTS.

4. Affiliate shall conduct itself in a professional manner and shall use its best efforts to solicit orders for the Deliverables.

5. Affiliate is prohibited from referring to itself as a "Distributor" or "Business Partner" of Avaya. Use of the Avaya logo, trade name, trademark or service mark should only be done in conjunction with the Avaya NTS Affiliate branding, as shown in "Attachment A", and may not be used in any other manner without prior written authorization.

6. Affiliate shall be considered an independent contractor and shall not be considered an employee, servant, franchisee, or partner of NTS. Agent shall maintain any business licenses required and will be responsible for the collection and payment of any applicable sales tax.

7. All terms and conditions of sale shall be those adopted by NTS from time to time and may not be modified by Affiliate. Affiliate shall not engage in any unfair trade practices or make any false or misleading statements to customers.

8. The only compensation to be earned by Affiliate for services provided shall be the difference, if any, between the costs of the Deliverables being charged by NTS to Affiliate and the sale prices charged by Affiliate to the customer. Any compensation so earned shall be retained by Affiliate from the sale price charged to customers, subject only to the obligation of Affiliate to pay any invoices issued by NTS. NTS shall have no responsibility for the payment of withholding, social security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by Affiliate, who shall be required to report earnings to all taxing authorities.

9. NTS shall have the right to modify or discontinue selling any or all of the Deliverables at any time, without incurring any liability to Affiliate.

10. This Agreement shall remain in effect for a period of one year and shall automatically renew for an additional year each year thereafter until terminated. Either party may terminate this Agreement, at will, at any time, with or without cause, by providing the other with thirty (30) days advance written notice.

11. Upon termination, Affiliate shall cease holding itself out in any fashion as a sales Affiliate for NTS, and shall return to NTS, all Sales literature, price lists, customer lists, and any other documents, materials or tangible items pertaining to NTS's business.

12. This Agreement shall be governed in accordance with the laws of Massachusetts.

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

AFFILIATE, individually and/or business entity

NTS DIRECT, INC.

Print Name: \_\_\_\_\_

Ammar Rezek, President \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment A

Avaya / NTS logo

