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ENHANCED COMMUNICATIONS SERVICES AGREEMENT

BETWEEN

AND

NTI TALK, INC.

November 22, 2011

CONFIDENTIAL

RECIPROCAL ENHANCED COMMUNICATIONS SERVICES AGREEMENT

This Enhanced Communications Services Agreement ("Agreement") is entered into as of this 22nd day of November, 2011 by and between (d/b/a a New Jersey corporation (with Employer identification Number (EIN) 22-355-9398 and its principal office and NTI TALK, INC., an Illinois corporation ("NTI Talk"), with its principal offices at 6875 N Lincoln Ave, Suite 142, Chicago, Illinois 60659 and NTI Talk may be referred to collectively as "Parties", and singularly as a "Party"

DEFINITIONS:

"Effective Date" shall mean the date of execution of this Agreement

"Service" or "Services" shall mean enhanced communication services as described in the attached and relevant Service Schedule(s) incorporated herein by reference

"Provider" shall mean the Party providing the Service(s)

"Purchaser" shall mean the Party purchasing Service(s)

SECTION 1: SERVICE

The Parties, directly or through their affiliates or underlying carriers, shall provide procure and utilize the Services subject to the terms and conditions of this Agreement.

SECTION 2: TERM

2.1 Effective Date; Term The term of this Agreement shall be twelve (12) months commencing as of the Effective Date. Thereafter, this Agreement shall be automatically renewed for successive monthly terms, and will remain in effect unless terminated by either Party giving thirty (30) days written notice to the other Party or as otherwise provided for in this Agreement

2.2 Start of Service The obligations of the Parties hereunder shall commence with respect to any Service as of the date the Service becomes available ("Start of Service"). Start of Service for a particular Service shall be as further described in the relevant Service Schedule(s)

SECTION 3: SERVICE SCHEDULE

The Parties shall request Service(s) on the Service Schedule forms included herein. Each Service Schedule shall be signed and executed by an authorized representative of NTI Talk and Each Service Schedule shall reference this Agreement and shall become a part of this Agreement to the extent that it describes the following: the Service requested, the Requested Service Date, Service Interconnection if any, relevant to the Service in question, charges specific Service terms, and other information necessary for the Parties to provide Service

SECTION 4. INTERCONNECTIONS

In order to receive Service, each Party must establish a dedicated VOIP connection between their network and other Party's designated VOIP network location meet point ("POP") via IP Address as specified in the Service Schedule(s). Each Party shall be responsible for procuring, at its own expense, the necessary equipment and switches required to interconnect. At each Party's own expense and responsibility, the Parties shall interface on a 24 hours a day, 7 days a week basis to assist each other with the isolation and repair of any facility faults in their respective networks, and with identifying, investigating and mitigating real time traffic flow problems to any destination

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SECTION 5: SERVICE RATES, COMMITMENTS AND DISCOUNTS

5.1 Base Usage Rates Base Usage Rates ("Rates") are the amounts charged by the Provider before the addition of any taxes, surcharges or other fees. Rates for each Service are specified in the Attachments to the Service Schedules incorporated herein by reference.

5.2 Rate Increase The Provider shall have the right to increase the rates hereunder on seven (7) days written notice via email (Rate Notification) to the Purchaser at any time over the course of the Service Term, subject to the Terms and Conditions of the Service Schedule(s).

5.3 No Other Discounts Neither Party shall receive any other discounts, credits, or bonuses that are not expressly provided for in this Agreement or in a Service Schedule from the Provider to the Purchaser.

SECTION 6: BILLING CHARGES AND PAYMENT TERMS

6.1 Invoicing The Provider shall invoice the Purchaser for Services provided at the then current Rates set out in the most recent Rate Notification and according to the terms set out in the Service Schedule(s). The Provider shall invoice the Purchaser by email, facsimile, U.S. mail, or overnight mail service on or about the first business day after the close of each billing cycle for the Services and any other sums due the Provider under the Service Schedule. Each invoice shall detail (i) the amount due to the Provider, or the credit due to the Purchaser, if applicable, and (ii) any other sums due to the Provider in accordance with this Agreement.

6.2 Payment Payment for undisputed amounts of each invoice shall be due according to the terms set out in the Service Schedule(s). Any undisputed amounts not paid by the Due Date shall bear late payment fees at the rate of 1-1/2% per month (or such lower amount as may be justified by law) compounded monthly until paid. Each Party shall have the right to offset undisputed amounts due to the other Party. The Party having a net amount due shall be the Party required to remit the payment. Both Parties however agree to mutually sign an Offset Authorization Form that shall specify the exact amount of charges to be offset for each Party, along with the net amount to be paid, prior to any offset payment being made.

6.3 Billing Disputes The Parties agree that time is of the essence for payment of all Invoices. The purchasing Party may withhold payment of amounts disputed in good faith pending resolution of such dispute, as long as the proper procedure for filing the dispute is followed, as outlined below.

Amounts related to discrepancies in Rates shall be disputable. The Purchaser may withhold payment of the disputed amount (amount attributable to the difference in the two rates). The Purchaser must pay the undisputed amount of the invoice by the Due Date. Amounts related to a discrepancy in Minutes shall be disputable only if the dollar value of the discrepancy in minutes exceeds 1% of the total invoice or \$100 ("threshold"). Any discrepancy in minutes that is below the 1% or \$100 threshold shall not be disputable and shall be paid in full by the Due Date. Any discrepancy in minutes that exceeds the 1% or \$100 threshold may be disputed and the dollar amount of the discrepancy may be withheld from payment until the dispute is resolved.

The Purchaser shall have thirty (30) days after receiving the Invoice to notify the Provider of any billing disputes ("Dispute"). The Purchaser must provide written notice and supporting documentation for the dispute including, without limitation, a written explanation of the dispute which sets forth all details relating to the disputed charge and all Call Detail Records. If the Purchaser does not report a Dispute within the thirty (30) day period, then the Purchaser shall have waived its dispute right for that Invoice. The Provider will use reasonable efforts to resolve timely Disputes within thirty (30) days after receiving the Dispute.

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notice If a Dispute is not resolved within thirty (30) days to the Purchaser's satisfaction, then the Dispute will be escalated to an executive officer of the Provider If the Dispute is not resolved within fifteen (15) days after such escalation then either Party may commence an action in accordance with Section 12.2 below provided that the prevailing Party in such action shall be entitled to payment of its reasonable attorney fees and costs by the other Party

6.4 Suspension of Service In the event that payment in full of undisputed amounts or net amounts due after offset is not received from the Purchaser by the Due Date, the Provider shall have the right without advance written notice, to immediately suspend all or any portion of the Service to the Purchaser until the Purchaser has paid in full all charges due including any late fees

6.5 Credit By executing this Agreement each Party accepts the other Party's initial and continuing reasonable credit approval procedures and policies Each Party reserves the right to withhold initiation or full implementation of Service to the other Party under this Agreement pending initial satisfactory credit review and approval which may be conditioned upon terms specified by the Provider, including but not limited to security for payments due hereunder in the form of a cash deposit guarantee irrevocable letter of credit or other means (collectively "Security") in an amount equal to the anticipated usage of two consecutive billing periods At its sole discretion and at any time the Provider may request that the Purchaser provide financial statements or other indications of financial circumstances If the financial circumstances payment history or credit exposure of the Purchaser becomes unacceptable, then the Provider may adjust the credit limit and require a new or increased Security to assure the Purchaser's payments for the Term of the Agreement If the Purchaser fails to provide the requested Security within five (5) days after written demand by the Provider the Provider may suspend service and/or terminate this Agreement without further notice

The Provider's obligation to provide Service to the Purchaser shall not commence until thirty (30) days after the Purchaser has returned an executed agreement to the Provider or until the Purchaser has provided a Security as required by this section 6.5, or upon such other basis as may be agreed to by the Parties whichever occurs latest

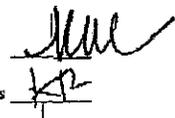
6.6 Taxes The Parties acknowledge and understand that all charges stated in the Service Schedules are computed exclusive of any applicable use, excise gross receipts sales and privilege taxes duties or other taxes or similar liabilities (other than general income property, franchise taxes or other similar taxes), including but not limited to those related to universal service or pursuant to similar regulatory federal or state laws whether charged to or against the Provider or the Purchaser because of the Service furnished to the Purchaser ("Additional Charges") Such Additional Charges shall be invoiced by the Provider to the Purchaser, and unless the Purchaser is exempt from paying the charges, will be paid by the Purchaser in addition to all other charges provided for herein If the Purchaser gives the Provider a direct payment permit, sale for resale exemption certificate, sales taxes exemption certificate or other appropriate exemption certificate then the Provider will not invoice the taxes covered by the exemption certificate(s). The Parties acknowledge that the Services purchased by them are being purchased for resale to the Purchaser's customers or as an integral component part of services to be provided to such customers

6.7 Fraudulent Usage The Purchaser understands that the Provider may have no ability to prevent fraudulent use of the Service by third parties and therefore as between the Purchaser and the Provider the Purchaser shall be solely responsible hereunder for protecting against fraudulent use of the Service Further the Purchaser shall be responsible for paying for all usage of the Service whether such usage was fraudulent or otherwise Claims of fraudulent usage, other than that which may result from the Provider's gross negligence or intentional misconduct, shall not constitute a valid basis for dispute of an Invoice

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SECTION 7: TERMINATION RIGHTS

7.1 Dissolution of Corporation Either Party may terminate this Agreement upon the other Party's insolvency, bankruptcy, dissolution, cessation of business operations or unethical, illegal, and/or fraudulent use of the Services

7.2 Non-payment The Provider may terminate this Agreement for the Purchaser's failure to pay any invoice by the Due Date within two (2) business days following the Purchaser's receipt of written notice of such delinquency from the Provider

7.3 Breach of Agreement In the event of a breach of any material term or condition of this Agreement by a Party (other than failure to pay which is covered under Section 7.2 above) the other Party may terminate this Agreement upon thirty (30) days written notice, unless the breaching Party cures the breach during the thirty (30) day period. If the breach is of a type that cannot reasonably be cured within a thirty (30) day period, the parties shall negotiate in good faith regarding the breaching Party's efforts to effect a cure, and the Parties may address such a breach by executing a written waiver of this paragraph, provided that in the event such good faith negotiation fails, and the Parties do not execute a written waiver of this paragraph, then the non-breaching Party may terminate this Agreement effective upon written notice to the breaching Party. Upon any material breach by the Purchaser after expiration of all applicable notice and cure periods, the Provider may at its sole option do any or all of the following:

- i Cease accepting traffic,
- ii Cease all electronically and manually generated information and reports
- iii Draw on any letter of credit, security deposit or other assurance of payment to satisfy any outstanding balance owed by the purchasing Party and enforce interest provided by the purchasing Party,
- iv Terminate this Service and/or this Agreement without further liability,
- v Pursue such other legal or equitable remedy or relief as may be appropriate

7.4 Survival Any obligations of the Parties relating to moneys owed, as well as those provisions relating to confidentiality assurances of payment, limitations on liability and indemnification, shall survive termination of this Agreement

SECTION 8: WARRANTIES

Service shall be provided by each Party in accordance with the applicable technical standards established for call transport by the telecommunications industry. **EACH PARTY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO TRANSMISSION, EQUIPMENT OR SERVICE PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**

SECTION 9: LIMITATION OF LIABILITY

9.1 Defects in Transmission In no event shall the Provider be liable to the Purchaser, any of the Purchaser's own customers or any other third party in any respect, including without limitation, for any damages, either direct, indirect, consequential, special, incidental, actual, punitive, or any other damages, or for any lost profits of any kind or nature whatsoever arising out of mistakes, accidents, errors, omissions, interruptions, or defects or delays in transmission of the Service (individually and collectively "Defects"), including but not limited to those which may be caused by regulatory or judicial authorities. The Provider's sole liability to the Purchaser in the event of Defects, other than Defects arising out of or resulting from the Provider's gross negligence or intentional misconduct shall be to credit the Purchaser for Service not provided at all or not provided in accordance with the standards described in Section 8 above.

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9.2 Network Protection In the event the Purchaser's traffic volumes or traffic distribution patterns to individual cities and countries result in a lower than industry standard completion rate, severely abnormal or disproportionate distribution of traffic by city, or other similar abnormality which adversely affects the Provider's network (including but not limited to looping situations where the Purchaser's traffic is delivered by the Provider to another carrier for termination and ultimately returned to the Provider), the Provider reserves the right to block and refuse to accept such adverse traffic at any time, without prior notice or liability.

9.3 No Consequential Damages In no event shall either Party be liable to the other Party for incidental, consequential, special, exemplary or punitive damages, loss of goodwill, or other claims for indirect damages in any manner related to this Agreement or the Services.

9.4 Indemnification Notwithstanding any of the provisions of this Agreement which may be construed to the contrary, the Purchaser shall indemnify, defend and hold the Provider (its directors, officers, employees, agents or representatives) harmless from and against any loss, liability, damage and expense arising out of any demand, claim, suit or judgment for damages to any property or person (including without limitation End Users, agents and employees of the Purchaser) which may arise out of or be caused by any act or omission of the Purchaser, except that which is due to the gross negligence or intentional misconduct of the Provider. If the Indemnified Party shall, without fault on its part, be made a party to any litigation commenced by or against the Indemnifying Party, then the Indemnifying Party shall protect and hold such Indemnified Party harmless, and shall pay all costs, expenses, losses, damages, settlement payments and reasonable attorney's fees incurred or paid by such Indemnified Party in connection with said litigation.

9.5 Third Party Beneficiaries Nothing in this Agreement shall be construed to confer upon any person or entity not a party to this Agreement any right, remedy or claim hereunder.

9.6 Force Majeure Other than with respect to failure to make payments due hereunder for Service actually provided, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by reasons beyond the reasonable control of such Party, including, without limitation, fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, war, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties ("Force Majeure"). Responsibilities and obligations specified in this Agreement are subject to immediate fulfillment after the end of Force Majeure circumstances unless otherwise agreed to jointly in writing by both Parties.

SECTION 10: ASSIGNMENT AND WAIVERS

10.1 Assignment This Agreement shall not be assigned by either Party without written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign this Agreement to a successor, affiliate, subsidiary, or to a corporation controlling or under the same control as such Party, provided that the assignee undertakes in writing to assume all obligations and duties of the assignor; the assignor shall thereafter be relieved of such obligations and duties except in connection with matters arising out of events occurring prior to the date of the assignment.

10.2 Waivers Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

SECTION 11: CONFIDENTIALITY & PROPRIETARY INFORMATION

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11.1 Proprietary Information Each Party agrees that all information furnished to it by the other Party, or to which it has access under this Agreement, shall be deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and shall remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party") Each Party shall treat the Proprietary Information and the contents of this Agreement in a confidential manner, except to the extent necessary in connection with the performance of its obligations under this Agreement, and without the written consent of the Disclosing Party, neither Party may directly or indirectly disclose the same to anyone other than its employees, attorneys or accountants on a need to know basis, who agree to be bound by the terms of this Section

11.2 Confidentiality The confidentiality obligations of this Section 11 do not apply to any portion of the Proprietary Information which is (i) or becomes public knowledge through no fault of the Receiving Party (ii) in the lawful possession of Receiving Party prior to disclosure to it by the Disclosing Party (as confirmed by the Receiving Party's records) (iii) disclosed to the Receiving Party without restriction on disclosure by a person other than the Disclosing Party who has the lawful right to disclose the information or (iv) disclosed pursuant to the lawful requirements or request of a governmental agency or court of competent jurisdiction If the Receiving Party is requested or legally compelled by a governmental agency or court of competent jurisdiction to disclose any of the Proprietary Information of the Disclosing Party, the Receiving Party agrees that it will provide the Disclosing Party with prompt written notice of such requests so that the Disclosing Party has the opportunity to pursue legal and equitable remedies regarding potential disclosure

11.3 Trade Names The name, logo, trade name, service marks, inventions, patents, copyrights, and all other proprietary information of the Party, or such Party's parent, subsidiary or affiliated companies shall be and remain in the ownership of the relevant Party Nothing in this Agreement shall confer on either Party expressly, implied or otherwise, any rights or licenses in the intellectual property of the other Neither Party may include the other Party's name, logo, trade name, or service marks in any promotional or advertising material, statement, document, press release or broadcast without the prior written consent of the other Party, which consent may be granted or withheld at the other Party's sole discretion

SECTION 12: GOVERNING LAW AND ARBITRATION

12.1 Governing Law Where is acting as the Provider, this Agreement is subject to the laws of New Jersey, and shall be interpreted, construed, and enforced in all respects in accordance with the laws of New Jersey Where NTI Talk is acting as the Provider this Agreement is subject to the laws of Illinois and shall be interpreted, construed and enforced in all respects in accordance with the laws of Illinois

12.2 Arbitration Any controversy, claim or dispute among the Parties directly or indirectly concerning this Agreement or the breach hereof which cannot be resolved through good faith negotiations between the parties on the subject matter hereof, including questions concerning the scope and applicability of this arbitration clause, shall be finally settled by arbitration which shall be held in accordance with Commercial Arbitration Rules of the American Arbitration Association, as amended by this Agreement The location of arbitration shall be the home state of the Provider One arbitrator shall be selected by NTI Talk, one arbitrator shall be selected by and one arbitrator shall be selected jointly by the first two arbitrators selected The Parties hereby agree to expedite the arbitration proceedings in every way, so that the arbitration proceedings shall be commenced within thirty (30) days after request therefore is made, and shall continue thereafter, without interruption, and that the decision of the arbitrators should be handed down within thirty (30) days after the hearings in the arbitration proceedings are closed The arbitrators shall have the right and authority to assess the cost of the arbitration proceedings and to determine how their decisions or determination as to each issue or matter in dispute may be implemented or enforced The decision in writing of any two of the arbitrators shall be binding and conclusive on all of the Parties to this Agreement Should either Party fail to appoint an

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arbitrator as required by this Section 12.2 within thirty (30) days after receiving written notice from the other Party to do so, the arbitrator appointed by such other Party shall act for all of the Parties and his decision in writing shall be binding and conclusive on the Parties to this Agreement. Any decision or award of the arbitrators shall be final and conclusive on the Parties to this Agreement, there shall be no appeals other than for fraud or misconduct. Judgment upon such decision or award may be entered in any competent court located in the United States of America or elsewhere, and application may be made to such court for confirmation of such decision or award for an order of enforcement and for any other legal remedies that may be necessary to effectuate such decision or award. Each Party agrees that the arbitrators' authority to grant relief shall be subject to the provisions of this Agreement, the United States Arbitration Act, the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes, the Communications Act of 1934 as amended, and any other applicable law. The arbitrators shall not be able to award, nor shall any party be entitled to receive punitive, incidental, consequential, exemplary, reliance or special damages including damages for lost profits. The arbitrators' decision shall follow the plain meaning of the Agreement.

SECTION 13: TAXES AND ASSESSMENTS

The Purchaser agrees that the Provider shall not be responsible for the collection and remittance of any governmental assessments, surcharges or fees pertaining to the Purchaser's resale of the Services.

SECTION 14: REPRESENTATIONS

14.1 Relationship The Parties acknowledge and agree that the relationship between them is solely that of independent contractors. Neither Party, nor its respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

14.2 Compliance and Authority Each Party represents and warrants that it shall comply with the requirements of any and all local, state or federal governmental agencies having jurisdiction over the provision of Services. Each Party also represents that it has the authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, that this Agreement has been duly and validly executed and delivered by it and constitutes its valid and binding Agreement enforceable against it in accordance with its terms.

SECTION 15: NOTICES

All notices, including but not limited to, demands, requests and other communications required or permitted to be sent hereunder, shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile, mail or overnight delivery. All notices shall be addressed as follows, or to such other address as each of the Parties hereto may notify the other:

NTITALK, INC.
ATTN: Kawthar Rabie, President/CEO
5875 N Lincoln Ave., Suite 142
Chicago, Illinois 60659
Facsimile # 10773-942-7275
ntichicago@yahoo.com

SECTION 16: UNENFORCEABILITY OF PROVISIONS

16.1 Modification and Severability The illegality or unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision or portion. If any provision or portion of this Agreement is deemed illegal or unenforceable for any reason, there shall be deemed to

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be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified

16.2 Regulatory Changes If the FCC or any national state or other regulatory agency or court of competent jurisdiction elects to implement or enforce a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement") then this Agreement shall be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and as is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is implemented or enforced then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement enforcement

SECTION 17. ENTIRE AGREEMENT AND INTEGRATION

17.1 Entire Agreement This Agreement and all Exhibits, Schedules and other attachments incorporated herein represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral. No amendment or other modification to this Agreement shall be valid unless in writing and signed by both Parties.

17.2 Interpretation The words and phrases used herein shall have the meaning generally understood in the telecommunications industry. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Moreover, this Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement.

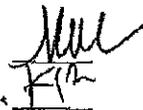
17.3 Counterparts This Agreement and Exhibit(s) may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. Faxed signatures shall be deemed valid.

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NEXT PAGE IS THE SIGNATURE PAGE

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By its signature below each Party acknowledges and agrees that sufficient allowance has been made for review of this Agreement by respective counsel and that each Party has been advised as to its legal rights, duties and obligations under this Agreement. Each Party has executed this Agreement as of the date first written above.

By _____
(Signature)

NTI TALK, INC.
By Kawthar Rabie
(Signature)

By _____

By Kawthar Rabie
(Print Name)

Title _____

Title President/CEO

Date Nov. 23, 2011

Date 11-23-11

11/23/2011

[Signature]
NTI Talk Inc. KR

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**SERVICE SCHEDULE A
INTERNATIONAL TERMINATION SERVICES**

Each Party as a Service Provider ("Provider") agrees to provide, and each Party as a Service Purchaser ("Purchaser") agrees to accept, International Termination Services subject to the terms and conditions set forth herein and contained in the Reciprocal Enhanced Communications Service Agreement ("Agreement") between and NTI TALK, INC. dated this 22nd day of November, 2011. Neither NTI TALK, INC. n shall be obligated with respect to the Service described below until this Service Schedule is subscribed to by an authorized representative of NTI TALK, INC and

1. **Rates** Subject to the terms and conditions of the Agreement, the Rates and locations for International Termination Services will be initially described in Attachment A. By executing this Service Schedule, Customer agrees to pay for International Termination Services at the Providers then current Rates as provided in the most recent Rate Notification to the Purchaser.

2.
3. **Billing Increments** The Provider will calculate the length of international calls based upon a minimum billing period of 1 second with rounding to the next higher 1 second increment, except calls to Mexico which shall be based on a minimum billing period of sixty (60) seconds with rounding to the next higher sixty (60) second increment and calls to the U S A which shall be based on a minimum billing period of six (6) seconds with rounding to the next higher six (6) second interval.

4. **Invoices and Payment** The Provider will invoice the Purchaser on a weekly basis (7 calendar days) following the start of service. Payments for undisputed amounts of each Invoice shall be due no later than five (5) calendar days from the Invoice date.

5. **Start of Service** The Start of Service will occur concurrently with the activation of the Service Interconnection.

6. **Interconnection** The Parties agree that each Party will bear responsibility and the costs for the VOIP Interconnection connecting the Purchaser's network to the Provider's VOIP network POP (IP Address).

VOIP network interconnection point (POP) IP Address is located at
unless otherwise specified as follows.

NTI TALK, INC 's VOIP network interconnection point (POP) IP Address is located in Chicago, Illinois unless otherwise specified as follows:

- 7. **Requested Service Date:** ASAP
- 8. **Service Interconnection Type:** VOIP
- 9. **Monthly Recurring Charge:** None

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By its signature below each Party acknowledges and agrees to the terms and conditions contained in this Service Schedule. The Parties have executed this Service Schedule as of the date first written above.

By: _____
(Signature) 7

NTI TALK, INC.
By: Kawthar Rabie
(Signature)

By: _____
(Print Name)

By: Kawthar Rabie
(Print Name)

Title: _____

Title: President/CEO

Date: Nov. 23. 2011

Date: 11-23-11

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ATTACHMENT A

Base rates for International Termination Services

Destinations/Codes	Rates
	(Rates will be added later)

NTI TALK, INC

Destination/Codes	Rates
	(Rates will be added later)

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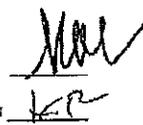
ATTACHMENT B
RATE AND CODE NOTIFICATION TERMS AND CONDITIONS

- 1 **Official rate and code notifications must be sent to** _____ **and** NTIChicago@yahoo.com. Any notification that is sent to these email addresses will be considered a complete and accurate *official rate change* by the Purchaser, regardless of the content or subject of the email. Any rate addendum that is sent to another email address **WILL NOT** be accepted as an official rate change. Please note, *proposal* or *target* rate changes should be sent to the Purchaser's Account Executive.
2. **Rate and/or code notifications must be sent in Microsoft Excel format.**
- 3 **Rate notifications must include a complete breakout of all country codes offered by the Provider.** The Provider is responsible for blocking traffic to the destinations that are not offered. Should the Provider accidentally terminate traffic to codes that are not offered on the rate notification, then the Purchaser will pay the *lowest price breakout* for that country.
4. **If the Provider offers different rates for the same destination name (i.e., rate by dial code hereinafter called "sub-codes"), then the Provider must send the full list of codes and sub-codes with each rate or code notification.** Codes and rates for destinations which were previously sent, but are not included in the latest full list, are deemed to be deleted.
- 5 **Rate notifications must include all existing codes, sub-codes and pending codes and must indicate whether the price has increased, decreased or stayed the same.** To avoid any misunderstandings, the Provider is obligated to restate in the Rate Notification all the previously provided codes for the relevant country along with their status (i.e., rate increase, decrease, no change, not available, etc.) If the Provider does not restate the subcodes status, the Purchaser shall pay the rates quoted in the previous rate notification. In case of a full replacement of the price list, the Provider must indicate in the body of the letter that the current notification will completely replace the existing prices.
- 6 **Effective Dates.** The date of notification shall be the day the Provider sends the Rate Notification. Rate increases become effective no earlier than seven (7) days from the date of notification, rate decreases become effective on the date of notification. Code deletions become effective no earlier than seven (7) days from the date of notification. If new codes do not involve a rate increase then they become effective on the date of notification. If, however, the new codes involve a rate increase, then the new codes become effective no earlier than seven (7) days from the date of notification.
- 7 **Confirmation of Rate Notifications.** The Purchaser may request that the Provider confirm the rate and code changes that have been sent. If the Provider does not reply after the second request for confirmation then the Purchaser will assume said rate and code changes are not effective. Thereafter, the Purchaser will not be responsible for disputes related to these destinations.
- 8 **Rate and Code Disputes.** The Provider agrees that the Purchaser is not responsible for errors in the Provider's notifications or billing system, or for any rate and code notifications that do not conform to the above guidelines. Failure to comply with these guidelines will result in the Provider bearing the burden of proving that the rate or code applied was incorrect. It is the Provider's responsibility to confirm all rate and code notifications before sending them to the Purchaser.

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NTI Talk Initials



Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into and is effective as of August 24, 2011 (the "Effective Date") by and between (whose address is and NFI Talk located at 5875 N. Lincoln Ave Suite 142 Chicago Illinois 60659 (the "Parties").

1. **Purpose of Agreement.** This Agreement is executed in furtherance of the general business relationship of the Parties and to allow to view and/or disclose Call Detail Records, domestic and international origination and termination rates, and any other information relating to the provisioning, selling or purchasing of telephony, voice and/or data transmission services.

2. **Confidential Information.** For purposes of this agreement, the "Confidential Information" of a party means:

- a. The identity of customers, vendors, partners and affiliates, including, but not limited to, providers of switching services and of inbound and outbound toll free voice and data transmission services,
- b. International and domestic origination and termination rates, call detail records (CDRs), call patterns, call duration and call volume;
- c. Trade secrets, technical know-how, product specifications, engineering data, switch set up, switch architecture, configuration and capacity;
- d. Computer object and source code, flow charts, design documents and specifications, systems, plans, processes, procedures, data files, or research and development information;
- e. Pricing and pricing strategies, financial data and information, business plans and methods, marketing plans and surveys, and other marketing information,
- f. Other similar information which the party considers and treats as confidential, so long as that party indicates, in accordance with the procedures set forth in Section 4 below, that the information is considered to be confidential.

3. **Public or Independent Information.** Notwithstanding the above, Confidential Information shall not include any information that is:

- a. available from public sources or in the public domain through no fault of Recipient;
- b. received at any time from any third party without breach of a nondisclosure agreement,
- c. shown through proper documentation to have been developed independently by Recipient;
- d. readily discernible from publicly available products or literature; or
- e. approved for disclosure by prior written permission of a Corporate Officer of Disclosing Party

4. **Required Notices and Legends.** No information shall be protected or treated as Confidential Information hereunder unless disclosed in accordance with the following procedures:

- a. If disclosed information is written, recorded, graphical or otherwise in a tangible form, it shall be labeled as "Proprietary", "Confidential", or with a similar legend denoting confidentiality; and
- b. If information is orally disclosed, it shall be identified as Confidential at the time of its disclosure and a written memorandum identifying such information in summary form and stating

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Switch Port Rental and Consulting Agreement

THIS AGREEMENT made this day of Aug 17 2011, by and between

[]

a New York Corporation having its principal office at

[Customer]

NTT TALK
A ILLINOIS CORPORATION HAVING ITS PRINCIPAL OFFICE AT
5875 N LINCOLN AVE SUITE 142
CHICAGO ILLINOIS 60659

Whereas [] owns a switch(s) located at

Whereas Customer is a United States facilities-based provider of information and telecommunications services;

Whereas Customer wishes to rent [] switch ports located at [] along with other ancillary switching equipment such as Mux's or Dsx panels which may be requested from time to time by Customer (the "Switch").

NOW THEREFORE, it is agreed as follows:

1. Term. The "Effective Date" of this agreement shall be [] ("Effective Date"). This Agreement shall continue for an initial term of one year (Initial Term) thereafter the contract will renew for an additional one year, unless Customer or [] provides thirty day prior written notice of intent to cancel (Additional Term). Following the Additional Term, this Agreement shall automatically be renewed on a month-to-month basis and either party may cancel upon 30 days written notice.
2. [] agrees to:

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- A. Ensure that Customer has sole access to, and full use of, and full operational control of the Switch ports specified in "Exhibit A";
 - B. Provide on-call emergency support of the Switch twenty-four (24) hours per day, seven (7) days per week;
 - C. Assist Customer in troubleshooting with Customer's designated carrier(s);
 - D. Maintain and upgrade Switch, including the operating system, application software, and hardware;
 - E. Monitor environmental conditions and status of Switch;
 - F. Assist Customer to install and monitor Customer circuits attached to Switch;
 - G. Monitor all logs and statistics in order to ensure optimal performance of the Switch; and
 - H. Provide on-line access to CDR records, management reports and Switch control via a Web Interface.
3. **Customer Obligations.** Customer agrees to:
- A. Pay all rental fees and charges due pursuant to this contract, including those fees set forth in paragraph 4 of this agreement, on a timely basis;
 - B. Be the sole interface with its client base for all customer support;
 - C. Be solely responsible for provisioning all aspects of Customer's client accounts, including, among other things, the setting of retail rates, determining least cost routing, and billing and collecting fees from Customer's clients;
 - D. Be solely responsible for providing any information relevant to desired reconfigurations to the Switch and emailing such information to in an approved format or provisioning accounts online via provided web interface;

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- E. Be solely responsible for ordering and paying for all facilities or equipment required to interface with the Switch, including but not limited to carrier lines for origination and termination of calls, channel service unit (CSU) equipment, power or any other equipment needed outside of the NACT STX, NTS and report server;
- F. Provide [redacted] with a Letter of Agency enabling [redacted] to work directly with Customer's carriers in troubleshooting as directed by Customer in writing;
- G. Be the carrier of record for all telecommunications service traffic routed through Switch;
- H. Be the service provider of record for all information service traffic routed through Switch;
- I. Maintain all requisite authority and/or licenses necessary to originate and terminate all traffic routed through Switch;
- J. Indemnify and defend [redacted] against any and all claims that [redacted] provides telecommunications or information services to Customer or Customer's clients; and
- K. Be solely responsible for payment of all taxes, fees and any other charges, including, but not limited to, taxes, regulatory fees, universal service contributions, and payphone compensation charges, that may be assessed from time to time by any third-party, including, but not limited to, state governmental authorities, federal governmental authorities and third-party service providers and carriers, as a result of Customer actions as carrier or service provider of record for traffic routed through the Switch, and to reimburse [redacted] or any such taxes, fees and any other charges that may be assessed to [redacted] rather than Customer.
- L. Be Responsible to comply with all legal regulations in its role as carrier of record or services provider of record.

4. Pricing and Fees

- A. **Minimum Rental Commitment and monthly rental price:** Customer acknowledges and agrees to a Minimum Port Rental Commitment of \$2,000 per month for 8 switch ports rented under this agreement at a cost of \$250 per

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month for each T1 or 24 Voip channels . Additional switch ports may be added upon request at any time at a cost of \$250 per month for each T1 or 24 voip channels .

B. Customer shall order any TDM local loops necessary to connect Customer circuits to rented switches . Upon Customer's request, will act as Customers agent in this regard and assist Customer with such orders.

C. After Hours Support: will provide technical support to Customer during the business hours of Monday through Friday 9.00AM - 6.00PM Eastern Standard Time excluding National Holidays. All NON-EMERGENCY work done after normal business hours is billed at the rate of \$150 per hour with a two-hour minimum charge. Non-emergency after hours support is defined as work requested by Customer which is not service affecting

D. In addition to all other applicable fees and charges due pursuant to this contract, Customer will pay all costs associated with connecting any Customer ordered local loops to the Switch. At Customer's request, will, for a fee of \$200 per month, rent Customer an M 1/3 Multiplexer, a DSX panel, the rack space and electricity per circuit to support each Customer ordered DS3. Alternatively, Customer can provide their own M1/3 Multiplexer and DSX panel, in which case Customer shall pay \$100 per month for the rack space and electricity to accommodate the individual DS3 circuit. If Customer orders TDM circuits, there will be a non recurring charge of \$100 per T1 to connect any TDM circuits to the Switch.

E. Customer shall be responsible for supplying his own VOIP bandwidth. can recommend a carrier that can provide immediate bandwidth at a current cost of \$15.00 Per month per meg based upon a 10 meg per month commitment.

5. **Proprietary Information.** Both and Customer agree that any information, whether or not protected by patent or copyright, which is identified as proprietary by either party, including either party's client information, and which is given to either party pursuant to performance under this Agreement, shall not be disclosed

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to any third party or appropriated by either party for its own use without the prior written consent of a duly authorized officer. [redacted] and Customer shall not reproduce, provide, or otherwise make available any of the other Party's proprietary information to any person other than those employees of [redacted] or Customer who have a need to know consistent with the authorized use of such information. It is agreed that the terms and conditions of this Agreement are proprietary and strictly confidential. Disclosure of the terms of this Agreement to any third party shall constitute a Material breach of this Agreement.

Both [redacted] and Customer agree that it will take appropriate action by instruction or Agreement with its employees and other persons permitted access to such proprietary information to satisfy its obligation with respect to the use, copying, security and protection of proprietary information. Both [redacted] and Customer shall have no obligation with respect to information which is generally of public knowledge, rightfully obtained from a third party, developed independently or required by law.

- 6. **Limitation of Liability.** The cumulative liability of [redacted] for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to Customer during the particular month in which the act or omission occurred. [redacted] shall not be liable for fraud and hacking, nor shall [redacted] be liable for any indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, and lost savings suffered by Customer regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether [redacted] knew the possibility that such damages could result. [redacted] shall not be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the [redacted] control and without fault or negligence.

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7. **Indemnification.** The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:
- 7.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.
- 7.2 In the case of claims or loss alleged or incurred by an End User of Customer's services arising out of or in connection with use of the Switch by the Customer, Customer shall defend and indemnify and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Customer's End Users regardless of whether the service was provided to the Switch, unless the loss was caused by the willful misconduct of
- 7.3 The indemnification provided herein shall be conditioned upon:
- 7.3.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 7.3.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.
- 7.3.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified

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Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

8. **Copyright infringement**

Customer has full operational control over the Switch and switch ports. Customer hereby indemnifies and holds harmless from any and all copyright infringement lawsuits that may be instigated against as a result of Customer's activities. Furthermore Customer hereby agrees to defend at its sole expense should such a suit be brought by any party as a result of Customer's activities.

9. **Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT WCG HAS NOT MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL FACILITIES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

10. **Payments.** All Switch Port Rental payments are due in advance each month for the coming month rental. If payment for switch Port Rental is not received a minimum of 5 calendar days after the start of any month, Customer shall automatically be in material breach of this agreement for non payment and will have 5 days to cure such material breach. All payments due under this agreement shall be made by wire transfer only. Upon signing of this agreement Customer shall wire to the First month minimum fee. If Customer makes payments in any form other than wire transfer or does not make payment 5 calendar days after the start of each month and cure such material breach within the next 5 days, then will have the absolute right to terminate this agreement and shut down Customers rented equipment with no further notice to Customer. will invoice Customer for any non Switch Rental fee's "misc fees" that may be incurred on a month to month basis. Customer shall pay all such invoices net 10 day. If payment is not received for "misc fees" net 10 days of invoice then customer shall be in material breach of this agreement. Customer shall be given 5 calendar days to cure any such material breach. If the material breach is not cured within the 5 calendar day cure period, then shall have the absolute right to terminate this Agreement and shut down Customers rented equipment with no further notice to Customer.

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11. **Employees:** Customer hereby agrees that it will not hire any past or present employees during the term of this Agreement or for a period of one year after this Agreement is terminated, unless such employee has left the employ of for a period of at least one year prior to any employment offer from Customer, including but not limited to employment as an independent contractor or consultant. It is agreed that breach of this section may cause financial harm to and in such case, shall be entitled to injunctive relief and damages.
12. **Assignment:** Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
13. **Disclaimer of Agency.** Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
14. **Survival of Terms:** Notwithstanding any of the terms set forth in this Agreement, paragraph 3J and 3K shall survive any termination of this Agreement for a period of three years. Paragraph 5 and 11 shall survive any termination of this Agreement for a period of one year.
15. **Termination:** This Agreement will be terminated at the end of its initial term or any renewal term thereof unless terminated sooner due to termination for non payment pursuant to section 10. If this agreement is terminated for non payment Customer acknowledges and agrees that shall have the absolute right to stop providing service to Customer and have the right to shut down the rented equipment. If this agreement is terminated for non payment, Customer shall have

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the obligation to pay all charges set forth in paragraph 4 of this agreement from the date of termination through the end of the term of the agreement for all rented switches, even though service has been discontinued. In the event that Customer is in a month-to-month contract as provided in paragraph 1 only, Customer may terminate the Agreement with thirty days written notice.

16. **Arbitration.** All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Suffolk County NY and the arbitrators shall determine the matters in dispute in accordance with the law of the State of New York. The parties agree that the award of the arbitrators shall be the sole and exclusive remedy between them, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction. Any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting enforcement. The award shall include interest from the date of any damages incurred and from the date of the award until paid in full, at a rate to be fixed by the arbitrators but in no event less than the prime rate published in the Money Rates column of the Wall Street Journal, or, if the prime rate stops being so published or is otherwise unavailable, at comparable interest rate established by a prominent lending institution.

17. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all disputes between the parties that arise out of or in connection with this Agreement or either party's performance or nonperformance of any obligations hereunder, including without limitation all disputes related directly or indirectly to the interpretation, enforcement, or termination of this Agreement or any torts committed (or alleged to have been committed) in connection with the negotiation, performance, or nonperformance of this Agreement, shall be governed by the laws of the State of New York, without regard to its conflicts of law rules.

18. **General.** This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

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

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Customer:

By: _____
(signature)

(print)

By: Kawthar Rabie
(signature)
KAWTHAR-RABIE
(print)

Its: _____
(title)
Date: 8/22/2011

Its: President
(title)
Date: 08-17-2011

Exhibit "A"

Location