

American Broadband & Telecommunications

Sales Agents Policies and Procedures Manual

Welcome to American Broadband & Telecommunications Agent program. In this Manual, we outline the methods to do business with us in an efficient and effective manner and to further outline the approved operating, marketing and sales methods of this program.

As an Independent Contractor, you are required to represent American Broadband & Telecommunications with the highest level of professionalism and ethics. The Policies and Procedures Manual is a handbook designed to help you perform your functions more effectively in our organization.

For the purpose of this manual, Agent, Associate, Sales Associate, Sales Agent, Independent Contractor and Salesperson all refer to Salesperson.

I. INDEPENDENT CONTRACTOR

American Broadband & Telecommunications does not withhold Federal, State, or Local taxes from the commission checks. All Associates are responsible for paying their own taxes.

American Broadband & Telecommunications does not set work hours for Independent Contractors. American Broadband & Telecommunications also does not set vacation times or number of days that Independent Contractors can take leave. The Agent is responsible to ensure in the event that he or she takes a vacation or has leave that their duties are followed up by a "substitute" Agent, customers are referred, and mail and phone messages forwarded.

II. MONTHLY COMMISSIONS

Independent Contractors are paid monthly commissions as follows:

- a) Commissions are paid based on customer payments received, less taxes and regulatory fees, collected in the prior month.
- b) Monthly commission checks will be processed and mailed on or before the 15th of the following month.
- c) American Broadband & Telecommunications will not process commission checks for less than \$100. Monthly commission checks that are less than \$100 will accrue to the Agent's ledger with American Broadband & Telecommunications and will be submitted to Agent once account exceeds \$100.
- d) Agent must successfully transact at least 5 sales and agrees to be assigned to a mentor until such sales are completed to initiate their first commission check.

American Broadband & Telecommunications initiates and authorizes the mentor relationships and can cancel them at any time for any reason.

III. TRANSACTION DOCUMENTATION & CONTRACT RENEWALS

Independent Contractors are required to provide American Broadband & Telecommunications proper documentation of each sale for processing. These documents include:

- a) Properly completed and executed Master Services Agreement (MSA). MSA must contain signature of authorized corporate officer and must be dated.
- b) Properly completed and executed Letter of Authorization (LOA). LOA must contain signature of authorized corporate officer and must be dated.
- c) Properly completed and authorized quote for service from American Broadband & Telecommunications officer for services to be provided.
- d) Properly documented Request for Engineering Support where applicable.
- e) Any addenda to the MSA, where applicable. Addendum must be approved by AMBT officer.
- f) American Broadband & Telecommunications will accept electronic or facsimile production of the above documents to initiate the processing of an order. However, original signatures are required within 30 days of order initiation. If original executed documents are not received within 30 days, Agent will forfeit ownership and commissions earned on account. You may drop off documents at our office located at:

5703 N. Main St., Suite B1
Sylvania, OH 43560

Via facsimile – (419) 885-1553

- g) It is the sole responsibility of the Agent to renew a customer contract. Failure to renew an expired contract currently managed by the Agent will terminate commission payments. Commission payments may be reinstated, at American Broadband & Telecommunications sole discretion, upon delivery of a new executed customer Master Service Agreement.

IV. HOURS OF OPERATION

The hours of operation are Monday through Saturday 8:00 am- 7:00 pm. You may call American Broadband & Telecommunications after hours when there is a matter requiring urgency.

V. AGENT RESPONSIBILITIES CONCERNING CONTRACTS AND PROPOSALS

a) The Agent is responsible for preparing accurate proposals and Master Service Agreements.

b) An Agent may not provide a proposal to a customer unless the quote/proposal has been reviewed by American Broadband & Telecommunications.

An Agent will forfeit any commissions due on an account if Agent's failure to follow the above rule results in a customer implementation or billing issue. Failure to comply with these rules can result in Agent contract termination.

VI. COOPERATING AGENTS AND REFERRALS

It is the policy of American Broadband & Telecommunications to cooperate with and work with Master Agents, Single Agents and non Agent relationships.

a) Agents are solely responsible for paying another agent or a referral.

b) When you establish a referral, either outgoing or incoming, be sure to clarify the referral commission in writing. Also follow up with the sources of the referral. All referral checks must be issued by the Agent to the company of the source.

c) Sales Agents and Master Agents may offer referrals one another for a fee or commission percentage split.

VII. APPROVED MARKETING MATERIAL AND REPRESENTATION

Agents are required to use only American Broadband & Telecommunications approved marketing material.

a) Any advertisement containing the American Broadband & Telecommunications logo or trademark, must be approved prior to distribution.

b) Agents failure to comply with the guidelines for approved marketing material and advertisement may result in termination of Agent contract.

c) American Broadband & Telecommunications may provide marketing development funds (MDF) on a case by case basis. The availability of MDF will be at the sole discretion of American Broadband & Telecommunications.

VIII. MARKETING PLAN – NETWORK CAPACITY & PLANNING

Agents are required to submit EACH QUARTER a detailed marketing plan that details and projects the number of new customer lines and contract renewal lines.

a) Agents are required, within the marketing plan, to detail high capacity (DS-1, DS-3, OC-X) circuits estimated for installation for the following quarter. This will assist American Broadband & Telecommunications in network capacity planning and MDF calculations, where applicable.

b) Agents are required, within the marketing plan, to detail circuits (DS-0, UNE Loops) required for installation for the following quarter. This will assist American Broadband & Telecommunications in network capacity planning and MDF calculations, where applicable.

c) Agents are required to include within the marketing plan Customer Premise Equipment (CPE) requirement forecasts as it relates to circuits and broadband transmission equipment and port requirements.

IX. ADVERTISING AND ADVERTISING OFFICE EXPENSES

Advertising is the responsibility and personal expense of the individual Agent.

a) Any advertising must be approved by the American Broadband & Telecommunications before publication.

b) The firm's logo must have the proper trademark specifications and color. American Broadband & Telecommunications will provide templates for Agent Business cards, signs, fax letterheads, letterheads, logos, etc. for use.

c) Agent is responsible to see that outdoor advertising is placed properly on any approved property, are of the correct size and are not in violation of any city/county ordinances. In some areas, the police will pick up the signs and Agent

will have to pay a fine to retrieve the sign. It is the Agent's responsibility to pay any and all fines incurred.

d) It is also the responsibility of the Agent to purchase his or her own cell phone and business equipment.

e) The Agent must comply strictly with national and state and FTC Do-Not-Call registry laws. If Agent has plans to include calls to potential clients as part of their marketing strategy, such strategy must be approved by American Broadband & Telecommunications before making any calls.

f) Agents should also take caution in approaching residences of potential clients to distribute marketing literature. Please be aware of any non solicitation or canvassing rules in your area.

g) Agent's failure to comply with the above advertising rules may result Agent contract termination.

h) If American Broadband & Telecommunications has sufficient reason to believe that the company is at risk of liability due to a Agent's failure to comply with the above advertising rules or due to an advertisement that violates any law, code or rule then the Agent's contract may be terminated without notice.

i) If any advertisement that a Agent produces or marketing telecommunications services results in a lawsuit or complaint against American Broadband & Telecommunications or a Director or Officer of American Broadband & Telecommunications and such non-compliance results in any legal fees paid for to defend American Broadband & Telecommunications or demanded by the plaintiff for attorney fees or court costs, or damages result, then such fees, costs or damages must be paid by the Agent.

X. .DISCRETION AND ABILITY TO WITHOLD COMMISSIONS TO PAY PENALTIES, FEES AND MONETARY LIABILITY DUE TO AGENT'S NON-COMPLIANCE ONLY WHEN SUCH FEES OR LIABILITY EXISTS

American Broadband & Telecommunications has discretion to retract or hold due and payable any fee, penalty or expense due to Agent's non-compliance under these Policies and Procedures or any actions that result in legal fees or damages requiring payment by American Broadband & Telecommunications on a case by case basis.

a) American Broadband & Telecommunications may use Agent's commissions to pay any outstanding fees, transaction fees, penalty fees or expense due to Agents non-compliance under these Policies and Procedures or any actions by

Agent that result in attorney fees, court costs or damages requiring payment by American Broadband & Telecommunications. If a complaint or lawsuit is pending due to a Agent's actions then Agent's commissions may be held by American Broadband & Telecommunications until such complaint or lawsuit is settled.

XI. CHANGES TO POLICY AND PROCEDURES MANUAL

This Policy and procedures Manual is subject to change when conditions and procedures require such change. This manual will be published on the company web site at www.ambt.net and any changes that occur will be in force one month after they are published. It is the agents' responsibility to review the published Policy and Procedures Manual on a regular basis to keep informed of any changes.

a) If a proposed change to these Policies and Procedures occurs, then along with being published each Agent will also be notified by email and/or regular mail via USPS one month in advance of the change's effective date.

XII. CONTACT INFORMATION

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Sylvania, OH 43560
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Fax - (419) 885-1553
Sales@ambt.net