

**VOICECONNECT INC.
PARTNER COMMISSION AGREEMENT**

THIS PARTNER AGREEMENT ("Agreement") is made on this _____ day of _____, 2006 by (Company Name) _____ ("Partner"), and VoiceConnect, Inc. ("Company").

AGREEMENT

VoiceConnect is a provider of state of the art off-site voice messaging and live answering services. We cannot, as a company, become successful without properly compensating our partners that help us. The company, VoiceConnect, and Partner have agreed to work together to generate new customers for VoiceConnect. VoiceConnect hereby appoints _____ to be an authorized partner with VoiceConnect for the sale of Voice Messaging and Live Answering services.

Customer Introduction - In the event that the Partner makes an introduction to a VoiceConnect salesperson, which leads to a new client using voice messaging service, the Company, VoiceConnect will pay a monthly re-occurring amount to the Partner as outlined in the following paragraph below by the revenue generated from that client.

Sales Made by Partner - In the event that Partner makes a sale of voice messaging service, the company, VoiceConnect will pay a monthly re-occurring sales amount to the Partner. Partner commissions will be based upon the total amount of business sold or referred by the Partner on the following table:

| Amount of Recurring Monthly Revenue per Partner | Commission per Month/One time Account |
|---|--|
| Less than \$1,000 | 15% Monthly Recurring Revenue/One Time Account |
| \$1,000 to \$5,000 | 20% Monthly Recurring Revenue/One Time Account |
| More than \$5,000 | 25% Monthly Recurring Revenue/One Time Account |

Payment of Commissions - All new VoiceConnect clients have a 14-day risk free trial on all services. As a result, commissions are paid by check on the following month after the 14-day trial has elapsed and the customer is continuing service and has paid the first month of service up front. This amount stays continual throughout the customer agreement with VoiceConnect as outlined above. In the event that the client cancels service within a 30-day period for any reason, no commission will be paid. Once commissions have been paid, there is no claw back provision except in cases where the Company has reason to believe that some type of dishonesty is involved, in which case the Company will reclaim commission from Agent or offset commission against future commissions due to Partner.

Marketing Materials - The Company will provide Agent with all available quantities of marketing materials, contracts and other sales essentials without cost.

Expenses - Unless otherwise agreed in writing all expenses of pursuing Voice Messaging business opportunities will be borne by the party incurring such expenses.

This contract may be terminated at any time, for any reason, by written notice from one party to the other. Such termination will release the Company from the obligation to pay commissions on clients who have already signed up for messaging service or live answering service with the Company if terminated by the client.

For VoiceConnect, Inc.

Partner:

Date _____

Date _____

Name _____

Address _____

Telephone _____

Facsimile _____

Email _____

Contact _____

Tax ID or SSN _____