NON-COMPETITION AGREEMENT

 AGREEMENT made this \_\_\_\_ day of January, 2005 by and between Fusion

Telecommunications International, Inc., a Delaware corporation ("Fusion") and

Marvin Rosen ("Marvin").

 W I T N E S S E T H:

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 WHEREAS, Marvin Rosen is the Chief Executive Officer of Fusion but does not

receive any compensation from the Company for his services in such capacity;

 WHEREAS, Marvin Rosen is not a party to an employment agreement and is not

committed to devote any specific portion of his time working for Fusion; and

 WHEREAS, Fusion is engaged in the provision of traditional voice services,

voice over Internet protocol services, private network services, Internet access

services are Internet-based video conferencing services (the "Business");

 WHEREAS, Kirlin Securities has required the execution of this Agreement as

a condition to acting as the underwriter for the Company's initial public

offering;

 NOW, THEREFORE, in consideration of the premises and of the mutual

covenants set forth in this Agreement, the parties hereto agree as follows:

 1. Non-competition.

 (a) DURATION AND EXTENT OF RESTRICTION. Marvin shall not, for a period

ending January \_\_, 2007, two (2) years after the date hereof (the "Closing

Date"), within the geographic regions where Fusion is currently or is planning

to operate its Business, engage in the Business the same as, similar to or in

general competition with the Business being conducted by Fusion at or prior to

the Closing Date; provided, however, that in the event Fusion

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consummates an initial public offering of its securities, the Closing Date shall

be the two (2) year anniversary from the effective date of the registration

statement. The term "engage in" shall include, but shall not be limited to,

activities, whether direct or indirect, as proprietor, partner, stockholder,

director, officer, principal, agent, employee, consultant or lender; provided,

however, that the ownership of not more than three percent (3%) in the aggregate

by Marvin of the stock of a publicly held corporation shall not be included in

such term.

 (b) RESTRICTIONS WITH RESPECT TO CUSTOMERS. In furtherance of, and

without in any way limiting the restriction in subparagraph (a) above, for the

period specified in subparagraph (a) above, Marvin shall not, directly or

indirectly:

 (i) request any present or future customers of Fusion to curtail

or cancel their business with Fusion;

 (ii) disclose the identity of any past, present or future

customers of Fusion to any other person, firm or corporation engaged in a

business the same as, similar to or in general competition with the Business

being conducted by Fusion within the territorial limits described in

subparagraph (a) above;

 (iii) solicit, canvas or accept, or authorize any person to

solicit, canvas or accept, from any past, present or future customers of Fusion

any business for any other person, firm or corporation engaged in a business the

same as, similar to or in general competition with the Business being conducted

by Fusion within the territorial limits described in subparagraph (a) above; or

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 (iv) induce or attempt to influence any employee of Fusion to

terminate his employment.

 As used in this subparagraph (b), "future customer" shall mean a customer

with whom business will have been transacted between the date hereof and the end

of the term specified in subparagraph (a) above.

 (c) REMEDIES FOR BREACH. Marvin acknowledges that the restrictions

contained in this paragraph 1, in view of the nature of the Business in which

Fusion is engaged, are reasonable and necessary to protect the legitimate

interests of Fusion and that any violation of these restrictions would result in

irreparable injury to Fusion. Marvin agrees that, in the event of a violation of

any of such restrictions, Fusion shall be entitled to preliminary and permanent

injunctive relief as well as an equitable accounting of all earnings, profits

and other benefits arising from such violation, which rights shall be cumulative

and in addition to any other rights or remedies to which Fusion may be entitled.

In the event of a violation, the period of non-competition referred to in

subparagraph (a) above shall be extended by a period of time equal to that

period beginning when such violation commenced and ending when the activities

constituting such violation shall have been finally terminated in good faith.

 2. MISCELLANEOUS.

 (a) NOTICES. All notices, requests, demands and other communications

required or permitted under this Agreement shall be in writing and shall be

deemed to have been duly given, made and received when delivered against receipt

or when deposited in the United States mails, first class postage prepaid,

addressed as set forth below:

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 (i) If to Marvin:

 Marvin Rosen

 c/o Fusion Telecommunications International, Inc.

 420 Lexington Avenue, Suite 518

 New York, New York 10170

 (ii) If to Fusion:

 Fusion Telecommunications International, Inc.

 420 Lexington Avenue, Suite 518

 New York, New York 10170

 Attention: Matthew Rosen

 with a copy, given in the manner prescribed above, to:

 Gersten, Savage, Kaplowitz, Wolf & Marcus, LLP

 101 East 52nd Street

 New York, NY 10022

 Attention: Arthur Marcus, Esq.

 Either party may alter the address to which communications or copies are to

be sent by giving notice of such change of address in conformity with the

provisions of this paragraph for the giving of notice.

 (b) INDULGENCES. Neither any failure nor any delay on the part of

either party to exercise any right, remedy, power or privilege under this

Agreement shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, remedy, power or privilege preclude any other or further

exercise of the same or of any other right, remedy, power or privilege, nor

shall any waiver of any right, remedy, power or privilege with respect to any

occurrence be construed as a waiver of such right, remedy, power or privilege

with respect to any other occurrence.

 (c) CONTROLLING LAW. This Agreement and all questions relating to its

validity, interpretation, performance and enforcement, shall be governed by and

construed in accordance with the laws of the State of New York, notwithstanding

any New York or other conflict-of-interest provisions to the contrary.

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 (d) BINDING NATURE OF AGREEMENT. This Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective heirs,

personal representatives, successors and assigns except that no party may assign

or transfer such party's rights or obligations under this Agreement without the

prior written consent of the other party.

 (e) EXECUTION IN COUNTERPARTS. This Agreement may be executed in any

number of counterparts, each of which shall be deemed to be an original as

against any party whose signature appears thereon, and all of which shall

together constitute one and the same instrument. This Agreement shall become

binding when one or more counterparts hereof, individually or taken together,

shall bear the signatures of the parties reflected hereon as the signatories.

 (f) PROVISIONS SEPARABLE. The provisions of this Agreement are

independent of and separable from each other, and no provision shall be affected

or rendered invalid or unenforceable by virtue of the fact that for any reason

any other or others of them may be invalid or unenforceable in whole or in part.

 (g) ENTIRE AGREEMENT. This Agreement contains the entire understanding

between the parties hereto with respect to the subject matter hereof, and

supersedes all prior and contemporaneous agreements and understandings,

inducements and conditions, express or implied, oral or written, except as

herein contained. The express terms hereof control and supersede any course of

performance and/or usage of the trade inconsistent with any of the terms hereof.

This Agreement may not be modified or amended other than by an agreement in

writing.

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 (h) PARAGRAPH HEADINGS. The paragraph headings in this Agreement are

for convenience only; they form no part of this Agreement and shall not affect

its interpretation.

 (i) GENDER. Words used herein, regardless of the number and gender

specifically used, shall be deemed and construed to include any other number,

singular or plural, and any other gender, masculine, feminine or neuter, as the

context requires.

 (j) NUMBER OF DAYS. In computing the number of days for purposes of

this Agreement, all days shall be counted, including Saturdays, Sundays and

holidays; provided, however, that if the final day of any time period falls on a

Saturday, Sunday or holiday, then the final day shall be deemed to be the next

day which is not a Saturday, Sunday or holiday.

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 IN WITNESS WHEREOF, the parties have executed this Agreement on the date

first above written.

Fusion Telecommunications International, Inc.

By:

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 Authorized Officer

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Marvin Rosen