COMPANY AFFILIATE AGREEMENT  
  
 MARCH 23, 2000  
  
  
eGlobe, Inc.  
0000 00xx Xxxxxx, XX, Xxxxx 000  
Xxxxxxxxxx, X.X. 00000  
  
  
Ladies and Gentlemen:  
  
 The undersigned is a stockholder of Trans Global Communications, Inc.,  
a New York corporation (the "Company"), and will become a stockholder of eGlobe,  
Inc., a Delaware corporation ("Acquiror"), upon consummation of the transactions  
contemplated by that certain Agreement and Plan of Merger (the "Merger  
Agreement"), dated as of December 16, 1999, by and among the Company, Acquiror,  
the stockholders of the Company and eGlobe Merger Sub No. 6, Inc. ("Merger  
Sub"), a Delaware corporation and a wholly owned subsidiary of Acquiror. Under  
the terms of the Merger Agreement, Merger Sub will be merged with and into the  
Company (the "Merger") in a transaction to be accounted for as a "pooling of  
interests," and the shares of common stock of the Company, no par value per  
share (the "Company Common Stock"), will be converted into and exchanged for  
shares of common stock of Acquiror, $0.001 par value per share ("Acquiror Common  
Stock"). This Affiliate Agreement is being delivered pursuant to Sections 7.8(a)  
and 8.2(j) of the Merger Agreement and represents an agreement between the  
undersigned and Acquiror regarding (i) the shares of Company Common Stock  
beneficially owned by the undersigned and (ii) the shares of Acquiror Common  
Stock into which such shares of Company Common Stock are to be converted as a  
result of the Merger. All capitalized terms used in this Affiliate Agreement  
shall, unless otherwise defined herein, have the same meanings as are ascribed  
to such terms in the Merger Agreement.  
  
 In order to satisfy the condition to the Merger set forth in Section  
8.2(j) of the Merger Agreement, and intending to be legally bound hereby, the  
undersigned and Acquiror hereby agree as follows:  
  
 1. Affiliate Status. The undersigned understands and agrees that,  
as to the Company, the undersigned may be deemed to be an "affiliate" as that  
term is used in SEC Accounting Series Release Nos. 130 and 135, as amended.  
  
 2. Certain Restrictions on Disposition.  
  
 (a) The shares of Acquiror Common Stock to be issued and  
delivered to the undersigned in the Merger in accordance with the provisions of  
the Merger Agreement will not have been registered under the Securities Act of  
1933, as amended (the "Securities Act") or under the securities laws of any  
state as of the effective time of the Merger, and are subject to that certain  
Investment Agreement between Acquiror and the undersigned (the "Investment  
Agreement"). Accordingly, such shares of Acquiror Common Stock will not be  
transferable, except upon compliance with the Securities Act and any state  
securities laws, and shall bear appropriate legends to this effect as set forth  
in the Investment Agreement and in the Merger Agreement.  
  
 (b) The undersigned further agrees during the Pooling Period  
(as defined below) not to sell, exchange, transfer, pledge, distribute or  
otherwise dispose of any interests in, or reduce his or her risk relative to,  
any of (i) the shares of Company Common Stock over which the undersigned has or  
shares voting or dispositive power (including any securities of  
  
  
  
  
  
the Company which may be acquired after the date of this Affiliate Agreement) or  
(ii) the shares of Acquiror Common Stock into which such shares of Company  
Common Stock are converted upon consummation of the Merger (including the  
applicable Stockholder Escrow Shares (as defined in the Merger Agreement)). For  
purposes of this Affiliate Agreement, "Pooling Period" means the period  
commencing thirty (30) days prior to the effective time of the Merger and ending  
on the date which is one business day after publication (within the meaning of  
Section 201.01 of the SEC's Codification of Financial Reporting Policies) by  
Acquiror of its results of post-Merger operations for the period which includes  
at least thirty (30) days of post-Merger combined operations of Acquiror and the  
Company. The undersigned understands that reducing his or her risk relative to  
such shares of Company Common Stock or Acquiror Common Stock includes, but is  
not limited to, using such shares to secure a non-recourse loan, purchasing a  
put option to sell such shares, establishing any "short" or put-equivalent  
position with respect to such shares or entering into any similar transaction  
(through derivatives or otherwise) with respect to such shares.  
  
 3. Legend. In addition to the other legends set forth in the  
Investment Agreement and the Merger Agreement, each certificate representing  
Acquiror Common Stock issued to the undersigned in connection with the Merger  
shall be stamped or otherwise imprinted with a legend in substantially the  
following form:  
  
 "THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ISSUED  
 PURSUANT TO A BUSINESS COMBINATION WHICH IS ACCOUNTED FOR AS  
 A "POOLING OF INTERESTS" AND MAY NOT BE SOLD, NOR MAY THE  
 OWNER THEREOF REDUCE HIS OR HER RISKS RELATIVE THERETO IN ANY  
 WAY, UNTIL SUCH TIME AS THE CORPORATION HAS PUBLISHED  
 FINANCIAL RESULTS COVERING AT LEAST 30 DAYS OF COMBINED  
 OPERATIONS AFTER THE EFFECTIVE TIME OF THE MERGER THROUGH  
 WHICH THE BUSINESS COMBINATION WAS EFFECTED."  
  
 Such legend will also be placed on any certificate representing the  
applicable Stockholder Escrow Shares, Acquiror securities issued subsequent to  
the original issuance of the Acquiror Common Stock pursuant to the Merger as a  
result of any stock dividend, stock split, or other recapitalization, as long as  
the Acquiror Common Stock issued to the undersigned pursuant to the Merger is  
subject to the restrictions set forth herein or in the Merger Agreement.  
  
 4. Certain Understandings and Acknowledgements.  
  
 (a) The undersigned recognizes and agrees that the provisions  
of this Affiliate Agreement also may apply to (i) his or her spouse, if that  
spouse has the same home as the undersigned, (ii) any relative of the  
undersigned who has the same home as the undersigned, (iii) any trust or estate  
in which the undersigned, such spouse, and any such relative collectively own at  
least a ten percent (10%) beneficial interest or of which any of the foregoing  
serves as trustee, executor, or in any similar capacity, and (iv) any  
corporation or other organization in which the undersigned, such spouse, and any  
such relative collectively own at least ten percent (10%) of any class of equity  
securities or of the equity interest.  
  
 (b) The undersigned acknowledges and understands that the  
representations, warranties and covenants of the undersigned set forth herein  
will be relied upon by Acquiror and its affiliates, counsel and accounting  
firms, and that substantial losses and damages may be incurred by these persons  
if the representations, warranties or covenants of the  
  
  
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undersigned are breached. The undersigned has carefully read the Merger  
Agreement and this Affiliate Agreement and discussed their requirements and  
impact upon the ability of the undersigned to sell, exchange, transfer, pledge,  
distribute or otherwise dispose of the shares of Acquiror Common Stock received  
by the undersigned, to the extent the undersigned believes necessary, with his  
or her counsel or counsel for the Company.  
  
 5. Miscellaneous.  
  
 (a) For the convenience of the parties hereto, this Affiliate  
Agreement may be executed in one or more counterparts, each of which shall be  
deemed an original, but all of which together shall constitute one and the same  
document.  
  
 (b) This Affiliate Agreement shall be enforceable by, and  
shall inure to the benefit of and be binding upon, the parties hereto and their  
respective successors and assigns. As used herein, the term "successors and  
assigns" shall mean, where the context so permits, heirs, executors,  
administrators, trustees and successor trustees, and personal and other  
representatives.  
  
 (c) This Affiliate Agreement shall be governed by and  
construed, interpreted and enforced in accordance with the laws of the State of  
Delaware without giving effect to the conflicts of law provisions thereof.  
  
 (d) If a court of competent jurisdiction determines that any  
provision of this Affiliate Agreement is not enforceable or enforceable only if  
limited in time and/or scope, this Affiliate Agreement shall continue in full  
force and effect with such provision stricken or so limited.  
  
 (e) Counsel to and accountants for the parties to the Merger  
Agreement shall be entitled to rely upon this Affiliate Agreement as needed.  
  
 (f) This Affiliate Agreement shall not be modified or amended,  
or any right hereunder waived or any obligation excused, except by a written  
agreement signed by both parties.  
  
 (g) Notwithstanding any other provision contained herein, this  
Affiliate Agreement and all obligations of and restrictions imposed on the  
undersigned hereunder shall terminate and be of no further force or effect upon  
the termination of the Merger Agreement.  
  
 (h) Any notice required to be sent to either party hereunder  
shall be sent by registered or certified mail, return receipt requested, using  
the addresses set forth herein or such other address as shall be furnished in  
writing by the parties.  
  
  
  
 [THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]  
  
  
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 This Affiliate Agreement is executed as of the 23rd day of March, 2000.  
  
 Very truly yours,  
  
 /s/ Xxxx Xxxxxxxx  
  
 Name: Xxxx Xxxxxxxx  
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 Date: March 23, 2000  
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 Address: Trans Global  
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 Communications, Inc.  
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 000 Xxxxxxx Xxxxxx  
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 Xxx Xxxx, XX 00000  
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AGREED TO AND ACCEPTED as of \_\_March 23 2000\_\_.  
  
eGLOBE, INC.  
  
  
  
By: /s/ Xxxxxx Xxxxx  
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Name:  
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Title: Deputy General Counsel and Secretary  
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