

NCSPlus Incorporated

117 East 24th Street, Fifth Floor, New York, New York 10010

REFERRAL AGENT AGREEMENT

Date _____

This agreement is made between NCSPlus Incorporated 117 East 24th Street, Fifth Floor, New York, New York 10010, hereinafter referred to as "Company" and

Name _____

Address _____

City _____ State _____ Zip _____

E-Mail Address _____ Cellular Telephone _____

Home Telephone _____ Fax Number _____

Social Security Number (or EIN) _____

as Independent Contractor, hereinafter referred to as "*Referral Agent*."

Whereas Company and *Referral Agent* desire to enter into an agreement providing for the appointment of *Referral Agent* to act as an Independent Contractor to recommend Company's services to the general business community, it is agreed as follows:

I. BENEFITS TO REFERRAL AGENT

- 1. Work** *Referral Agent* will act for the Company as an Independent Contractor to recommend Company's services to the general business community.
- 2. Commissions** Company will pay to *Referral Agent* commissions computed in accordance with the following schedule and pursuant to the terms contained herein:

COMMISSION SCHEDULE

System Sales Commissions

5% of cash sales made to Recommended Prospects.

- 1. Reorders** When any customer to whom *Referral Agent* originally recommended Company's services shall reorder Company's services, *Referral Agent* will be paid the same commissions on the actual receipts received by Company from such reorders.

2. **Independence** In the manner in which *Referral Agent* acts as Company's *Referral Agent*, he/she shall be independent and not subject to Company's control. *Referral Agent* shall determine his/her own days, hours and places of work, and the customers to whom he/she shall sell Company's services. Therefore, *Referral Agent* will not be Company's employee, and Company will not withhold taxes from his/her commissions and overrides. *Referral Agent* will assume all responsibility for filing all necessary personal tax returns and paying all income, self-employment and other governmental taxes which he/she may owe.

II. BENEFITS TO COMPANY

1. **Authority** Company's services will be sold to customers in accordance with Company's standard printed conditions and pursuant to the terms on the Company's Schedule of Prices (as amended from time to time) which will be furnished to *Referral Agent*. *Referral Agent* shall have no authority to bind Company to any agreement. Therefore, ***Referral Agent* will indemnify and hold Company harmless from any and all claims that might arise out of any of Referral Agent's activities that Company has not expressly authorized.** Furthermore, *Referral Agent* may use only Company-produced materials or artwork, and Company's name, logo, or modified materials may not be produced or otherwise utilized by *Referral Agent*.

2. **Area** *Referral Agent* will have the right to sell Company's services anywhere in the United States.

3. **Activity** *Referral Agent* will never accept a check payable to anyone other than Company, will never undertake to perform collection or tracing services, and will never give any legal advice to customers, nor misrepresent Company's services or products.

4. **Refunds** If Company finds it necessary to make a refund to a customer, *Referral Agent* will refund to Company any commission or overrides paid to *Referral Agent* with respect to that customer.

5. **Expenses** Company will not be required to furnish *Referral Agent* with transportation, clerical or secretarial help, office or desk space, or to reimburse *Referral Agent* for expenses of any kind, or to guarantee payment of any sums to *Referral Agent* or to give *Referral Agent* a drawing account or any advance.

6. **No Competition** *Referral Agent* knows that in the course of his/her work, he/she will learn about Company's services, materials and products and the manner in which they are developed, marketed and provided. *Referral Agent* knows that Company has invested considerable time and money in developing these services, products and marketing techniques, and that they are unique and original.

Referral Agent further knows that Company wants to keep secret all information divulged to *Referral Agent* about Company's business so as not to aid Company's competitors. Company is entitled to the following protection, which *Referral Agent* feels is reasonable:

A. *Referral Agent* will not, during the "restricted period" describe below, engage in, work for, assist or be associated with in any way, or have any interest in, any business which competes with Company in the "restricted area" described below. (For purposes of this Agreement, a "business which competes with Company" shall include any business which sells any service or product similar to those sold by Company while *Referral Agent* is working for Company, including the service of collecting debts of others, unless that business is affiliated with the Company.)

B. *Referral Agent* will not, during the "restricted period" described below, on behalf of *Referral Agent* or anyone else, solicit or accept any business similar to that in which Company has been engaged while *Referral Agent* worked for Company, including the service of collecting debts for others, from any of Company's customers situated in the "restricted area" described below. (*Referral Agent* knows that when a customer buys collection services from Company, Company becomes obligated to provide such services for a minimum of three (3) years. Therefore, for purposes of this Agreement, Company's customers shall include any person or company to whom Company has

sold, provided, or has been obligated to provide, any service or product within three (3) years prior to the termination of *Referral Agent's* representation or thereafter.)

10. Employment *Referral Agent* will not, on behalf of himself or anyone else, at any time while *Referral Agent* is working for Company or for five (5) years thereafter, offer to assist anyone else to offer any employment or business association to, nor shall *Referral Agent* employ or become associated in any business with, any person who is, or within a year of such offer has been, Company's employee, agent or Referral Agent. Further, during such time, *Referral Agent* will not on behalf of himself or anyone else, suggest or in any way encourage any of Company's employees, agents or Referral Agents to terminate their employment or business association with Company.

11. Secrets While *Referral Agent* is working for Company and thereafter, *Referral Agent* will keep secret and not disclose to anyone or use for *Referral Agent's* own behalf or for the benefit of anyone else any information concerning Company's business, including, but not limited to, the names of Company's present or former customers, employees and Referral Agents, Company's sales methods, plans or records, Company's collections on behalf of its customers, any written communication, training and sales tools, any other records not disseminated to the general public, all computer programs and printouts, and any other information regarded as a "trade secret" under the statutory and common law of New York. *Referral Agent* may, however, use such information solely as necessary in his work for Company.

III. TERMINATION

Either Company or *Referral Agent* may, at any time, terminate his/her representation for any reason. However, each shall continue to be liable for all portions of this Agreement that are to remain in effect following termination of *Referral Agent's* representation. *Referral Agent* understands that in the event of termination, he/she will receive commissions only on sales receipts actually received by Company prior to the date of termination, but he/she will receive no commissions on payments by customers received by Company after such date.

Referral Agent recognizes that the sales materials supplied to him by company are proprietary. Therefore, *Referral Agent* further agrees that within five (5) days after termination he/she will return to Company all sales materials which Company has furnished him/her by delivery or shipment to Company's home office in New York. If *Referral Agent* fails to return said materials then he/she agrees that he/she will pay Company all costs of collection, including attorney fees, which Company incurs in order to recover said materials.

IV. BREACH OF AGREEMENT

Referral Agent understands that any breach or threatened breach by him/her of this Agreement will cause Company irreparable harm and injury and that Company should have the right to obtain an injunction in court against him/her. This right would be in addition to any other rights Company would have against *Referral Agent* if he/she breaches this Agreement. Therefore, whenever Company may apply for a restraining order or injunction against *Referral Agent*, for breaching or threatening to breach this agreement, *Referral Agent* waives any notice to which he/she might be entitled, and he/she consents to such order or injunction. *Referral Agent* further agrees that any bond required of Company in connection with any restraining order or preliminary injunction shall not exceed \$500. If Company should decide to proceed against *Referral Agent* in the Common Pleas Court in New York or the United States District Court for the District of New York, on any cause of action, *Referral Agent* agrees that such Court shall have jurisdiction over him/her, regardless of where he/she may be at the time of such proceedings.

V. MISCELLANEOUS PROVISIONS

Each written notice to either Company or *Referral Agent* shall be mailed to the addresses set forth in the agreement until and unless such addresses are changed in writing. Such notices shall be considered given when mailed by certified mail, return receipt requested, or mail-gram. Instead of mailed notices, any written notice may be personally delivered, but personally delivered notices shall be deemed given only on the date when receipt is acknowledged in writing.

This Agreement contains the entire understanding and agreement between the parties with respect to the terms and conditions of *Referral Agent's* representation. This Agreement may be modified only by a written modification signed by both *Referral Agent* and Company. Company may assign this Agreement to any successor or all or part of its business or to any parent, subsidiary or affiliated company. When both parties have signed this Agreement, it will bind and benefit both of them and any successors to the interests, including *Referral Agent's* heirs, executors and administrators.

This Agreement shall be governed by and interpreted in accordance with the laws of the state of New York. If any provision of this Agreement shall be invalid under such laws, the validity of the other provisions shall not be affected. This Agreement terminates and supersedes any prior agreement between the parties.

Signed by *Referral Agent* and Company at New York, NY, on the _____ day of _____ 20 _____

INDEPENDENT ACCOUNT REFERRAL AGENT

NCSPlus Incorporated

By: _____
District / Regional Manager / RVP / VP / President