

GROUND FLOOR PARTNER (GFP) REFERRAL AGENT AGREEMENT

THIS AGREEMENT is made this ____ day of, _____ 20__, by and between, VoIP Systems USA LLC, with principal offices at 1790 Rt. 70 East, Cherry Hill, NJ 08003, hereinafter referred to as "USA" and

_____, hereafter referred to as "GFP", with principal offices located at

1 "GFP'S" RELATIONSHIP AND CONDUCT OF BUSINESS:

(a) The relationship of "USA" and "GFP" established by this Agreement is that of an independent contractor. "GFP", and GFP'S employees are not the representatives of "USA" or of its affiliates or of its underlying providers for any purpose, and they have no power or authority in any capacity to represent, act for, bind, or otherwise create or assume any obligation on their behalf for any purpose whatsoever.

(b) "GFP" and "USA" acknowledge the importance of maintaining each other's business reputation and good will with the public and agree that all of their business and personal dealings with members of the public shall be governed by the highest standards of honesty, integrity and fair dealing and shall be in accordance with all applicable Federal and State laws, rules, and regulations, and further agrees that it would do nothing that would tend to discredit, dishonor, reflect adversely upon or in any manner injure the business or reputation of either party. Where applicable, "GFP" shall secure and maintain at its own expense all licenses required by law, rule or regulation for "GFP"s performance of its obligations hereunder.

(c) "GFP" shall furnish, supervise and control such personnel as is necessary to perform "GFP's" responsibilities hereunder. All personnel assigned by "GFP" to perform such responsibilities will be employees of "GFP" and "GFP" will pay all salaries and expenses of, and all federal, social security, federal and state unemployment taxes, and any other payroll or withholding taxes relating to such employees.

2. "GFP RESPONSIBILITIES" AND COMPENSATION:

(a) "GFP" shall solicit leads and opportunities for the products and services of "USA", its affiliates and its underlying providers. Such leads and opportunities shall be reported to "USA" in the manner prescribed by "USA."

(b) COMMISSIONS – "USA" shall pay "GFP", as "GFP"s sole and exclusive compensation for all of its services hereunder performed by "GFP" --5% of the first \$2,500.00 of net monthly recurring revenues and 10% of any monthly recurring revenues over \$2500.00 – actually received by "USA" or its affiliates in each calendar month. .

(c) Commissions are subject to change by "USA" upon 30 days written notice to "GFP." Any and all changes effecting sales commissions to GFP shall pertain to new business generated after and not prior to the effective change date

(d) Minimum Monthly Payout: Earned commissions of less than \$50 in any month will not be paid and will be added to commissions earned in succeeding months until the minimum of \$50 is reached.

(e) EVERGREEN- Commissions from customers obtained pursuant to the Agreement will continue to be paid so long as the customer retains the services purchased unless the Agreement is terminated "for cause" pursuant the Agreement.

(f) MINIMUM REQUIREMENTS for Recurring Commissions – Any statements herein to the contrary notwithstanding, this paragraph shall apply. This Agreement is an incentive for GFPs to generate leads and orders and is not designed to lower cost or to get commissioned on a single sale or on GFP's own system. Therefore, participating GFPs , shall be subjected and held to both of the following conditions in order to maintain an active status with "USA" :

- i. GFP must provide at least one new referral or sale for a Hosted System every twelve months **AND**
- ii. GFP must be receiving Hosted system commissions of at least \$50 monthly after 12 months,

3. TERM AND TERMINATION:

(a) Term of Agreement. The term of this Agreement shall be for one (1) year from the date of execution of this Agreement. This Agreement shall automatically renew for subsequent one (1) year periods unless one party gives the other written notice of intent to cancel no later than thirty (30) days prior to the expiration of the original Agreement or subsequent term hereof.

(b) Termination for Cause. Either party pursuant to the terms stated herein may terminate this Agreement for cause. Such cause for termination shall include, but not be limited to, any material breach of obligations under the terms of this agreement,

Initial _____ Date _____

including without limitation, the obligation to make payment as provided, submission of an account without proper customer approval based on current policies and regulations, a misuse of any proprietary information, the failure to exert reasonable efforts in carrying out the intent of this Agreement, or any other reason which effectively prevents one or the other party under this Agreement from receiving the benefits intended because of the conduct and or lack of performance of the other.

Other reasons to terminate for cause include material breach of the Proprietary Information or Non-Compete provisions appearing anywhere in this Agreement.

- (c) "USA" may terminate a "GFP" without cause by payment of 12 x the current monthly recurring commissions.

4. **GENERAL:**

- (a) **Proprietary Information.** The parties hereby agree that neither shall use any confidential and or proprietary information learned as a result of exercising this agreement to solicit other business from each other's customers brought in under this Agreement. Similarly, both parties agree to keep confidential and not disclose to others any and all information (including, without limitation, information in written, oral or machine-readable form) relating to the business or affairs of the other party, including (without limitation) information relating to existing practices, systems, software, firmware, hardware, products and services, and those in development, and accompanying marketing plans and business strategies.
- (b) **Non-Compete.** "GFP" agrees not to compete with "USA" for the sale of or providing of products and services provided by "USA" and its affiliates to the customers of "USA" and its affiliates. Similarly, "GFP" will not contact or otherwise entice or contact potential customers of "USA" or its affiliates which "GFP" learned about as a result of this Agreement, directly or indirectly during the term of this agreement and for 1 year following the termination of this Agreement for the purpose of selling, adding, changing or upgrading/increasing products or services of the type provided by "USA" and its affiliates.
- (c) **Hold Harmless.** "GFP" agrees to save, indemnify and hold "USA" harmless from any and all claims, demands, actions and liabilities (including attorney's fees) arising out of or in any manner connected with "GFP"'s performance or failure of performance hereunder, whether on account of "GFP"'s asserted negligence, gross negligence, malfeasance, misrepresentation or otherwise damaging behavior.
- (d) **Order Acceptance.** All contract and orders submitted must be accepted by "USA" and by any underlying provider(s).
- (e) **Interpretation.** This Agreement shall be interpreted fairly with respect to "USA" and the "GFP" in accordance with the applicable laws of the State of New Jersey.

Therefore, intending to be legally bound, the parties execute this agreement through their duly authorized representatives as of the day and year first set forth above.

VoIP Systems USA, LLC

GFP Name _____

Signature: _____

Signature _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: 1790 Rt. 70 East

Address: _____

Cherry Hill, NJ 08003
856-761-1000

Phone: _____

Phone: _____

Fax: 856 761-1100

Fax: _____

VoIPSYSTEMSUSA, LLC.-- GFP Information

*** Fields below marked with asterisk are REQUIRED and must be clearly and legibly PRINTED**

Agent Name or DBA	*	
Primary Contact Name	*	
Primary Contact Title	*	
Corporate Address	*	
	*	
	*	
Contact Address (If different)	*	
	*	
	*	
Primary Sales Contact	Name	*
	Phone #	*
	E-mail	*
	Cellular #	*
	Fax #	*
Number of Employees		
URL of Company Website		
Year Company Founded		
Target Customers (Industry/Vertical Markets)		
Geographical Selling Area (Region, States or Nationwide) Comments		