



GROUND FLOOR PARTNER AGENT AGREEMENT (GFP-A)

THIS AGREEMENT is made this ____ day of, _____ 20__, by and between VoIP Systems USA, LLC with their principal offices at 1790 Rt. 70 East, Cherry Hill, NJ 08003, hereinafter referred to as "USA" and _____ hereafter referred to as "AGENT", with principal offices located at _____. This Agreement replaces any previous Agent Agreement between AGENT and USA or any of its affiliates.

1. "AGENT" RELATIONSHIP AND CONDUCT OF BUSINESS

- a. The relationship of "USA" and "AGENT" established by this Agreement is that of an independent contractor. AGENT and/or its employees are not employees of "USA" or of its affiliates and they have no power or authority in any capacity to represent, act for, bind, or otherwise create or assume any obligation on the behalf of USA for any purpose whatsoever.
- b. "AGENT" 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. "AGENT" shall secure and maintain at its own expense all licenses required by law, rule or regulation for "AGENT"s performance of its obligations hereunder.

1. GFP-A AGENT RESPONSIBILITIES

- a. **AGENT RESPONSIBILITIES** - A "AGENT" should obtain phone records on new customer's and assist as may become necessary in the obtaining and processing of the resulting order.

2. COMMISSIONS –USA agrees to pay AGENT a monthly recurring commission for services by "AGENT"; 10% of the first \$500.00 of net monthly recurring revenues and 20% of any monthly recurring revenues over \$500.00 actually received by "USA" in each calendar month from AGENT customers. **Get Fast Track Status** with 12 month ramp up plan, start off and maintain commissions at 20%. (Must provide 1 lead every 3 months)

- a. Commissions are subject to change by "USA" upon 30 days written notice to "AGENT." Any and all changes affecting sales commissions to "AGENT" shall pertain to new business generated after and not prior to the effective change date.
- b. **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.
- c. **Evergreen** - Commissions from customers obtained will continue to be paid long as the customer continues to bill and pay. To maintain Evergreen status, Agent must communicate with USA annually indicating that Agent is still actively seeking opportunities for USA and wishes to maintain status. After one year with no such communications, commissions paid will be reduced by 50%.

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 will 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. Termination for Cause is intended to include, without limitation, any material breach of obligations under the terms of this Agreement, 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

4. GENERAL

- a. **Order Acceptance.** All contract and orders submitted must be accepted by "USA" and by the underlying provider.
- b. **Interpretation.** This Agreement shall be interpreted fairly with respect to "USA" and the "GFP-A AGENT" in accordance with the applicable laws of the State of New Jersey.



c. **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-A

Name: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Address: 1790 Rt. 70 East
 Cherry Hill, NJ 08003
 Phone: 856-761-1000
 Fax: 856 761-1100

Signature: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____
 Fax: _____

GFP-A 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 #	*
URL of Company Website		
Year Company Founded		