



REFERRAL AGENT AGREEMENT

Print Full Legal Name

Street Address

City

State

Zip

Phone

Fax

E-Mail

(a) The relationship of USAPhone.com (USA) and "Referral Agent" (AGENT) established by this Agreement is that of an independent contractor. AGENT is not an employee 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.

(b) AGENT shall report leads/opportunities to a designated USA representative. Any such lead/opportunity that results in the delivery of the prospects phone bills and allows USA to deliver an ROI & Quote will be eligible for a one-time \$50 bonus. Also any lead/opportunity that is subsequently sold by USA that originated from the AGENT will be entitled to a one-time signing bonus of \$200 plus monthly commissions as follows:

(c) COMMISSIONS – USA shall pay AGENT a referral fee at 10% of any monthly recurring revenues received by USA or its affiliates in each calendar month. To keep 10% commissions AGENT must provide 1 lead that results in a proposal every 6 months. Failure to do so will result in a reduction in the commissions paid to 5% on a monthly basis.

(d) Commissions and bonuses are subject to change upon 30 days written notice. All changes effecting sales commissions and bonuses shall pertain to new business generated after and not prior to the effective change date.

(e) 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.

(f) This Agreement is an incentive for AGENTs to generate leads and is not designed to lower cost or to get commissioned on a single sale or on AGENT's own system. AGENT must provide at least one new referral for a Hosted System every twelve months and must be receiving Hosted system commissions of at least \$50 monthly after 12 months.

(g) The term of this Agreement is for one (1) year from the date signed. 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.

(h) Both parties agree to keep confidential and not disclose any and all information relating to the business or affairs of either party.

(i) Unless expressly stated otherwise, commissions cannot be combined with other incentives or bonus offerings.

Agreed and Accepted by:

X _____ Date _____
For Referral AGENT

X _____ Date _____
For USA Phone