REFERRAL PARTNER AGREEMENT

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Print Full Legal Name

Street Address	City	State	Zip
Phone	Fax	E-Mail	

(a) USAPhone.com (USA) and "Referral Partner" (RP) established by this Agreement is that of an independent contractor. RP is not an employee of "USA" or of its affiliates and they have no power or authority to represent, act for, bind, or otherwise create or assume any obligation on the behalf of USA.

(b) RP shall give leads to a USA representative. All leads that result in a proposal be eligible for a one-time $50 bonus. Also any lead that is subsequently sold by USA that originated from the RP and is greater than 5 phones will get a one-time bonus of $200. All bonus amounts due will be paid in the month USA installs customer that originated from the RP.

(c) COMMISSIONS – USA shall pay RP a commission at 10% of monthly recurring revenues received by USA or its affiliates on customer billings that originated from the RP in each calendar month. To maintain commission level RP only needs to provide at a minimum one (1) lead that results in a proposal every year.

(d) 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) This Agreement is an incentive for RPs to generate leads and is not designed to lower cost or to get commissioned on a single sale or on RP's own system. RP 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.

(f) 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.

(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_____
Referral Partner

X_____Date_____
USA Phone