

INDEPENDENT REGIONAL MANAGER AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between Nationwide E-Z Cashflow Solutions, LLC. (DBA NEZ Marketing) (“Agent”) _____ (“Representative”).

WHEREAS, Agent is in the business of marketing collection and related services for Guaranteed Collections/Processor to the general business community, and desires to retain the services of Representative as an independent contractor to sell Billing and Collection services; and

WHEREAS, Representative desires to become an independent contractor for Agent in order to sell Processor’s services to the general business community.

NOW, THEREFORE, in consideration of the foregoing mutual desires to become associated with each other and other consideration contained in this Agreement, Agent, Processor and Representative agree as follows:

1. APPOINTMENT OF REPRESENTATIVE

Agent hereby grants to Representative, the right to sell “Agent/Processor’s” services to the general business community as an independent contractor representative, all in accordance with this Agreement. Agent’s services include both its Primary and Secondary phases.

2. REPRESENTATIVE ACCEPTANCE

Representative hereby accepts Agent’s appointment as an independent contractor and agrees to sell Billing and Collection services to the general business community, all in accordance with this Agreement.

3. COMMISSION SCHEDULE

(a) The Processor agrees to pay Representative and Representative agrees to accept as payment in full for all services rendered, on all new sales and reorders sold by Representative a commission as follows:

- (I) 40% of weekly cash receipts from Representative primary phase sales.
- (II) 15% overrides on New Sales Representatives.
10% overrides on Account Managers.
7% overrides on Area Managers.
5% overrides on District Managers.
- (III) 8% of Secondary Phase fees received by Processor from Representative’s customers provided however, that the commission will be reduced to 4% if Processor receives less than a 50% fee from a customer of Representative. This commission will be paid monthly.

- 3% of Secondary phase fee’s for overrides on Account Executives.
- 2% of Secondary phase fee’s for overrides on Area Managers.
- 1% of Secondary phase fee’s for overrides on District Managers.

- (IV)** A customer commission schedule will be developed for mutual agreement between Processor and Representative on each straight contingent fee contract, based on the projected collectability of the prospective customer's accounts.
- (V)** **(a)** If a customer of Representative reorders Agent/Processor's service, the same commissions will be paid Representative as if it was a new sale. Representative will have the exclusive right to commissions on reorders as long as Representative works for Agent.
- (b)** It is agreed and understood that if a sale or fee must be reversed for any reason, the sales commission paid to Representative will be reversed and repaid by Representative to Processor or deducted from Representative's next commission check.
- (c)** The commissions paid to Representative by Processor are not only for the initial sale but also for follow-up services as needed. Should a customer request service, then Processor will notify Representative of such request and Representative will have 30 days from the date of such notification from Processor to service client and respond to Processor with the results of the service call. Irrespective of anything to the contrary in this Agreement, if a response is not received by the Processor within this 30 day period or at the client's request, the Agent may reassign the customer's account to another Representative and all future commissions on reorders and payments will be reassigned to the new Representative.
- (d)** Upon execution of this Agreement, Representative shall pay to NEZ Marketing Fourteen Thousand Nine Hundred and Ninety five dollars (\$14,995.00) for supplies, Sales Kit, Business Cards, sales materials, training, website, and Regional Manager Contract. This \$14,995.00 fee is non-refundable but is reimbursable thru hiring new Sales Representatives.
- (e)** Representative will be paid \$150.00 dollars, by Agent, for each new Sales Representative hired and Trained. In addition if Representative hires and trains 10 new Sales Representative in one Calendar Month they will receive an additional \$750.00 dollar Bonus from Agent.
- (f)** Agent will assign to Representative an exclusive 25 zip-code geographical territory (herein "Region", see Exhibit B, the size and location of said Region to be at the Agent's sole discretion for the Representative to hire new Sales Representatives. Said Region may be reduced, changed or eliminated by Agent, if Monthly Budgets are missed by Representative for three consecutive months.

4. INDEPENDENT CONTRACTOR RELEATIONSHIP

- (a) Agent and Representative understand and agree that Representative is at all times under this Agreement an independent contractor to Agent. Under no circumstances will Representative consider himself or will Agent treat Representative as an employee, joint venturer or partner. In this regard, Representative, while selling “Agent/Processor” services under this Agreement, will be free of Agent/Processor direction and control and Representative shall determine his own hours, days, and methods of selling “Agent/Processor” services to prospective customers of Representative’s choosing.
- (b) Because of the independent contractor status between Agent/Processor and Representative, Agent/Processor will not withhold nor pay on Representatives behalf any Federal or State tax liability of Representative, nor will Agent/Processor pay or be liable to pay any workman’s compensation insurance, state disability insurance, unemployment insurance premiums or any other amounts that are ordinarily paid or withheld by an employer for or on behalf of an employee. Therefore, Representative will assume all liability (and hold Agent/Processor harmless) for filing necessary tax forms and paying all Federal and State income tax, social security taxes and to arrange for and pay for required unemployment, disability and workman’s compensation insurance premiums.
- (c) Agent/Processor agrees that Representative shall not be prohibited from selling other products or services that do not involve collection and related competitive services during the term of this Agreement.

5. AUTHORITY/ USE OF COMPANY NAME

- (a) Representative shall have only the following authority on behalf of the Agent/Processor and shall have no other, without the specific written authorization of Agent/Processor.
 - (1) To inform prospective clients of “Agent/Processor” services.
 - (2) To sell services of Agent/Processor.
 - (3) To receive checks made payable to Processor for services sold by Representative
- (b) The Processor’s name and sales materials may be used by Representative only while this Agreement is in effect and solely to promote Agent/Processor’s services. Representative agrees not to form a corporation or any legal structure in Agent/Processor’s name, nor open an account in a financial institution or sign any lease in Agent/Processor’s name, nor obtain any goods and services on credit in Agent/Processor’s name.
- (c) Representative agrees that he will not, at any time, represent to anyone that he is an employee of the Agent/Processor nor that he is authorized to enter into any contractual or other obligations or any kind except as specifically authorized in this Agreement.

6. SUGGESTED PRICE SCHEDULE

Processor has formulated a suggested price for its services. Said price schedule is attached as Exhibit A to this agreement, and is incorporated herein by reference. Processor retains the right to modify Exhibit A at any time upon 15 days notice to Representative. Should representative sell Agent/Processor's services at any price other than on Exhibit A, Processor will pay Representative his normal commission set forth in Paragraph 3 of this Agreement, provided however, that if Representative sells Agent/Processor services for less than company's suggested price schedule, then the company will retain the amount that it would have received had the sale been made at the suggested price in Exhibit A, and will only remit the remainder to Representative. Representative agrees to accept that amount as full payment for all commissions due on that particular sale.

7. TRANSMITTAL OF ORDERS AND CHECKS

On a weekly basis, Representative will mail all orders and checks received from prospective customers to Processor at 11700 St. Charles Rock Road, Bridgeton, MO 63044. All checks must be made payable to Guaranteed Collections. Representative shall have no right whatsoever to personally receive payment or to endorse or deposit any check for Guaranteed services.

8. REQUIRED LICENSES

Representative agrees to refrain from selling Processor services until Processor or Processor's Vendor or Vendors has obtained any required licenses.

9. NON-COMPETITION/ SOLICITATION

(a) Representative will not, during the term of this Agreement and for 24 months after termination of this Agreement, sell for, work for, engage in, assist or be assisted in any way or have any interest in any business which competes with the Agent/Processor in providing collection and related services within 100 miles of any city in which Agent/Processor has or has had another Representative or in which Representative sold or attempted to sell collection and related services on behalf of Agent/Processor under this Agreement.

(b) Representative will not, during the term of this Agreement and for 24 months after termination of this Agreement, contact or assist in contacting any of Agent/Processor customers for the purpose of soliciting, accepting or providing collection and related services.

(c) Representative will not, during the term of this Agreement and for 24 months after Termination of this Agreement, contact any of Agent/Processor employees or independent contractor representatives for the purpose of offering any employment or business association whatsoever.

10. CONFIDENTIAL INFORMATION

During the term of this Agreement and for 24 months after termination of this Agreement, Representative will keep secret and not disclose to anyone or use for Representative's own benefit or for the benefit of anyone else any information concerning Agent or Processor's business, including, but not limited to, the names of Agent or Processor's present or former customers, employees and representatives, Agent or Processor's sales methods, plans or records, Agent or Processor'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 Tennessee. Representative may, however, use such information solely as necessary in his or her work to sell Agent or Processor's services.

11. BREACH OF AGREEMENT

Representative and Agent agree that it would be difficult, if not impossible to determine the actual damages to the Agent caused by a breach of the provisions of paragraphs 9 and 10. In consequence, therefore, Representative agrees to pay the Agent as liquidated damages the sum of \$10,000 for each breach by the Representative of any covenant in paragraphs 9 and/or 10 and agrees that the Agent may seek any other remedy and damages available to the Agent under the law.

12. Termination

- (a) Either Agent or Representative may, at anytime, 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 Representative's representation.
- (b) It is understood and agreed that the Agent/Processor will pay the Representative all commissions earned by him on orders, reorders, invoices or payments cash received by Processor up to date of termination. It is further understood and the Representative specifically agrees that he is not entitled to commissions, and no commissions will be paid, on orders, reorders, invoices or payments where fees have not been received by Agent/Processor prior to the date of termination. (An invoice is not considered an order until Agent/Processor receives the payment.) Upon termination of this Agreement as above provided, the Processor shall have the right to offset any indebtedness due to the Agent/Processor from the Representative against any indebtedness due from the Agent/Processor to Representative.
- (c) Upon termination of this Agreement for any reason, Representative will return to Agent all materials supplied by Agent within 30 days of said termination.

13. ENTIRE UNDERSTANDING

- (a) This Agreement supersedes all previous agreements by and between the Parties and contains the complete and entire agreement and understanding between the parties and no representation, inducements, promises or agreements, written or oral, not embodied herein, shall be of any force or effect between the parties.
- (b) Should any part of this Agreement, for any reason, be declared invalid, such invalidity shall not affect the validity of any remaining portion hereof, and the remaining portion hereof shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such part, parts or portion which may, for any reason be hereafter declared invalid.

THIRD PARTY BENEFICIARY

Processor will be considered a Third Party Beneficiary of this entire Agreement and all obligations of Representative to Agent will also be obligations of Representative to Processor.

****Each Regional Manager will be assigned a yearly sales and man power budget. ****

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective the day and date first above written.

REPRESENTATIVE

AGENT

By: _____

By: _____

Its: _____

Its: _____

(If corporation)

Social security no. or Federal Employer
Identification no. (If corporation)

*I, _____ hereby guarantee and agree to be bound personally by all the conditions and restrictions set forth in this Agreement between Agent and Representative, the same as if I was the representative. This includes liability for breach of the Agreement.

X _____
Signature

*Complete only if Representative is a Corporation

EXHIBIT A

Price Schedule

Very Small

Quantity	Unit Cost	System Cost
1,000	\$12	\$12,000
500	\$12	\$6,000
250	\$12	\$3,000
100	\$12	\$1,200
Premium Installment Option		
50	\$15	\$ 750
25	\$18	\$ 450

Small

Quantity	Unit Cost	System Cost
1,000	\$13.50	\$13,500
500	\$13.50	\$ 6,750
250	\$15.00	\$ 3,750
100	\$18.00	\$ 1,800
Premium Installment Option		
50	\$22.00	\$ 1,100
25	\$26.00	\$ 650
10	\$30.00	\$ 300

Medium

Quantity	Unit Cost	System Cost
1,000	\$22	\$22,000
500	\$26	\$13,000
250	\$30	\$7,500
100	\$36	\$ 3,600
	Premium Installment Option	
50	\$44	\$ 2,200
25	\$50	\$ 1,250
10	\$72	\$ 720

Large

Quantity	Unit Cost	System Cost
1,000	\$70	\$70,000
500	\$80	\$40,000
250	\$90	\$22,500
100	\$110	\$ 11,000
	Premium Installment Option	
50	\$135	\$ 6,750
25	\$175	\$ 4,375
10	\$200	\$ 2,000

Exhibit B

Exclusive Hiring Zip Code Request List

Please list 1 set of 25 zip codes:

Additional Exclusive Zip Codes

Additional zip codes may be purchased in blocks of 25 for \$5,000.00 per block.

Please list the additional 25 zip codes below:

Additional Block 1

Additional Block 2

Additional Block 3
