

Compensation Arrangement for Elite Agent

This Agreement is made by and between IBSN Corporate Services, Inc. (“ICS” or “Company”) and you as the agent of IBSN Corporate Services, Inc (“Representative”).

1. Appointment: Company hereby appoints Representative as its own non-exclusive representative to solicit and perform services set forth in Addendum A. Representative hereby accepts such appointment upon the terms and conditions set forth herein.
2. Term: This Agreement shall continue in full force and effect from the date the company accepts representative’s inclusion until the termination date. (“Termination”), as set forth in a written notice given by one party to the other indicating that party’s election to terminate this Agreement. Such Termination Date shall be at least 1 Month after the date of the giving of such notice of termination.
3. New Clients: ICS holds proprietary ownership over the clients that solicited and generated by the Representative.
4. Sales Policies: At any time, the fees and terms of sale of services and products shall be set forth by the Company.
5. Billing Process: Total fees for services and products shall be directly billed and collected by the Company.
6. Commission: All commissions earned by the Representative will be paid on a monthly basis after the fees are collected retaining 10% reserve towards any future reversals. All/Any expenses attributable to the collection of income earned shall be deducted from the net amount on which the commissions shall be calculated. Examples of such expenses are credit card charges, bad debts, collection or attorney charges, sales commissions etc. Accumulated Reserve Balance for 6 Months shall be released back to the Representative at the end of the following 6 months period after adjusting any reversals or returns or expenses.

7. Warranties: All Products and services sold by Company pursuant to Representative's efforts shall be accompanied by Company's standard warranties. Representative shall not modify such warranties and shall make no others representations concerning the Products and services other than those warranties or representations furnished in writing by Company.
8. Relationship: Except as may hereinafter be set forth, Representative and Company are independent contractors and neither is nor shall be considered an agent, employee or legal representative of the other for federal or state tax purposes or for any other purpose whatsoever. Representative has no express or implied authority to assume or create any obligation or responsibility on behalf of Company or to bind Company in any manner whatsoever. Likewise, the Company has no express or implied authority to assume or create any obligation or responsibility on behalf of Representative or to bind Representative in any manner whatsoever.
9. Trademarks and Trade Names: Representative agrees that the Company is the exclusive owner of all trademarks and trade names relating to the Products and services that Representative may and shall use such trademarks and trade names for the purpose of advertising and promoting the Products and services for sale except as specifically set forth in this Agreement.
10. Representative's General Responsibilities: During the term of this Agreement or any renewal or extension thereof, Representative shall:
  - Actively promote the sale of Products and/or Services offered by the Company as described in Addendum A.
  - Handle inquiries, quotations and referral of new Clients.
  - Advise and assist Company on matters of sales and promotion of the Products.
  - Provide the company with direct feedback from the clients and the market place in general.
  - Allow the Company to attend, present and promote products and Services at seminars, conferences or otherwise sponsored firm event as mutually agreed by both the Company and Representative.

11. The Company's General Responsibilities: During the term of this Agreement, Company shall:
- Actively promote the Alliance and sale of products and services offered by Representative.
  - Provide direct support for the sale and conversion of clients onto the IBSN Corporate Services, Inc. service.
  - Provide support for the promotion, training and implementation of the IBSN Corporate Services, Inc. products and services offered to clients.
12. Indemnification: Each party hereto shall indemnify, defend and save the other harmless from and against any liability, loss, cost, expense or damage caused by reason of such party's default under or breach of the Agreement.
13. Non-Disclosure and Non-Competition: The parties agree that because of the relationship contemplated by this Agreement, Representative will become aware of certain confidential information regarding Company's business which, except for the relationship contemplated herein, would not have been available to it. Accordingly, Representative will not at any time, directly or indirectly, disclose or use for its own benefit or for the benefit of others any Confidential Information (as hereinafter defined) for any reason, except as contemplated by this Agreement. In particular, Representative shall make no disclosure of any financial information, contractual relationships, sales policies, marketing, sales or technical data, business plans or strategies and any past or contemplated future actions of the Company. "Confidential Information" shall mean and include all of the foregoing items and any information concerning the Company's trade secrets which may be disclosed to Representative or become known by it as a consequence of the business relationship between the parties, including but not limited to Clients, principals, contracts, prices, profit margins and non-public technical specifications or trade secrets.

During the term of this Agreement, and for twelve (12) months thereafter, Representative will not, directly or indirectly on behalf of any other person or entity in anyway, whether as an individual proprietor, partner, stockholder, officer, employee, consultant, director, joint venture, investor, lender or in any other capacity, compete with the business then done or intended to be done by the company, including calling upon any Clients of the Company, for the purpose of soliciting or providing to such Client any products or services which are the same as or similar to those provided or intended to be provided by the Company. For

the purpose of this paragraph, Clients of the Company shall include Clients existing upon the termination of this Agreement. If any restriction set forth in this paragraph is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, of activities or geographic area as to which it may be enforceable, it being understood and agreed that by the execution of this Agreement, the parties hereto regard the restrictions herein as reasonable and compatible with their respective rights.

14. No Assignment: Neither this Agreement nor any right there under may be assigned or otherwise transferred by the Representative without the express written consent of the Company. The Company, however, may assign the Agreement and all of its rights there under to any successor in interest.
15. Notices: Any notice required or permitted by this Agreement shall be in writing and may be delivered by personal delivery or by postage prepaid registered or certified mail, return receipt requested. Notices to Company shall be delivered to or address to it at its principal place of business. Notices to Representative shall be delivered to Representative at the address set forth herein or to such other address as Representative shall from time to time give written notice of to Company. Notices shall be deemed given upon the earlier of personal delivery or five (5) days after mailing of the same party.
16. Construction: This Agreement shall be construed in accordance with the laws of the State of Illinois. Company hereby consents to the jurisdiction of the courts of the State of Illinois and agrees that any legal action arising out of the Agreement shall be brought in Moline, State of Illinois. This Agreement represents the entire agreement between the parties and no provision may be modified or amended except by an instrument in writing executed by both parties hereto. In the event that any provision or provisions of this Agreement shall be void, unlawful or unenforceable, such provisions shall be deemed stricken from this Agreement, but the Agreement shall not otherwise be affected and the remaining provisions shall remain in full force and effect.
17. Compensation under Refer a Friend Program: The Compensation for the Representative shall be as allocated below (Representative to enter details for all referred clients on the IBSN Corporate Services, Inc. web application as required by "Refer a friend program")

- For Incorporation Services – the agent referring a client would receive \$15 and the person being referred will either receive \$15 or rate discounted from the card rate. It is up to the discretion of the Agent to pay his/her compensation to the person being referred. Referral of clients for Silver and Gold Incorporation packages shall entitle only the referrer to compensation. There shall be no accrual of compensation to the referred party or the client.
  - For Accounting / Payroll Services – the agent referring a client would receive one month revenue if the client signs in for 12 month agreement, but not exceeding \$ 30 per referral.
  - For all other Services – the agent would either receive one month revenue if the billing is monthly and the client signs for a 12 month agreement or 10% of the first invoice to the client if the client is an hourly client. Under no circumstances, the referral per client will not exceed \$ 30. Recurring billing to that client after that will not be entitled for commission payouts.
18. Compensation for other Programs: who does not opt to enter details under “refer a friend” program but wishes to refer clients to IBSN Corporate Services, Inc. by placing electronic links on his/her/their personal/business homepage/blog. The compensation for such an arrangement would be 5% of total invoice per paid client referred by the representative through using such electronic media/means. The company would have a final say on the source from where the business was generated. The payout would only be given for the first invoice generated for that client. Any recurring revenue from that client will not be entitled for commission payout. Also if the client does not pay the invoiced amount than the representative will not be entitled for compensation.
19. Other terms & Conditions:
- All amounts indicated in this document are in legal US Dollars
  - Referral will be paid only on paid clients generated by the Representative
  - Referral for a month will be paid after 90 days of receiving payments from the referred client.
  - Only referral of new clients will be covered under this program. Very first credit/revenue generated to ICS shall be considered for the purposes for compensation payment, compensation shall not accrue on any subsequent receipts from the same client.

- Referral of employees of companies with whom ICS has corporate pricing agreements/arrangements shall not be considered as new clients. No compensation shall accrue to the referring agent in such a case. Referral bonus shall be first adjusted against any payments owed by the referrer to IBSN Corporate Services, Inc. Balance if any shall be paid in cash after 90 days of receipt of revenue. No Referral Bonus will be paid to referring agent / referrer if the person referred receives discount in excess of 9% from the card rate.
- All referral payouts shall be made only upon realization of cash from newly referred clients.
- Terms and conditions of the IBSN Corporate Services, Inc. referral bonus plan could change at any time. Notice shall be provided at via email, updates on IBSN Corporate Services, Inc.site/web application, or via Postal mail.
- IBSN Corporate Services reserves the right to determine the nexus between the referred client and the referrer. IBSN Corporate Services, Inc. also reserves a right to deny referral bonus to any person if it feels that the spirit behind this policy is abused.

#### **Addendum A**

- Business Entity Selection
- Incorporations
- Other Business Related Services
- Bankruptcy & Small Claims Services
- Creation of Estate, Trust, Will and Power of Attorney
- Accounting Services
- Cash Flow & Budgeting Analysis
- Financial Forecasts & Projections
- Financial Needs Assessment
- Payroll Services & Human Resource Management
- HR Management Services
- 412i Retirement Plans for small business or self employed
- Management Advisory Services
- Tax & Planning and Tax Preparation
- International Taxation
- Business Consulting Services
- PEO Services
- QuickBooks Support and Consultation