

CONSULTANT/ VENDOR AGREEMENT

callcentersplus.com
Division of: 2927306 Canada Inc.
7100 Jean Talon East, Suite 600
Montreal , Quebec , Canada H1M 3S3
Email: emails@callcentersplus.com
Telephone: (450) 668-6857

Special Instructions

Please complete this agreement on legal (8 1/2 x 14) paper size only, print a copy, sign it, and mail it along with your membership application.

HEREON KNOWN AS THE CONSULTANT

AND THE VENDOR:

| | |
|---------------------------------|-------------------------------|
| Business Name: _____ | Contact Person: _____ |
| Street Address: _____ | City: _____ |
| Province/State: _____ | Country: _____ |
| Postal / Zip Code: _____ | Telephone: _____ |
| Email Address: _____ | Website Address: _____ |

THIS AGREEMENT is entered into as of _____ between callcentersplus.com (hereinafter referred as the Consultant) and the above identified Vendor (hereinafter referred as the Vendor).

WHEREAS the Consultant is engaged in call center consultation and referral services, including, but not limited to, the referral of potential clients for telemarketing, marketing research, consulting, telephone skills training, IVR, telephone answering services, LiveChat, direct mail, fulfillment, database acquisition, database management, lead generation, telesales and other inbound and/or outbound call center services by businesses to vendors and WHEREAS, Vendor desires to engage the Consultant as a non-exclusive referral source subject to the terms and conditions herein provided.

The parties therefore agree as follows: We, the above new member, hereby agree to join callcentersplus.com for the purpose of receiving business referrals from callcentersplus.com, at which point

The Vendor will pay the Consultant a residual commission of 10 % of all fees collected from a referred Client. For as long as the vendor keeps on collecting money from the said client and irregardless of the vendor renewing this agreement.

- **Payment shall be made within five business days of the Vendor receiving payment from the client or through its collection agency, if applicable.** A commission report itemizing the billing will accompany all commission checks. Vendor gives permission and consent to the Consultant to request payment information from the referred Client, if necessary.
- The term of this Agreement shall be for a minimum of one year. This agreement shall renew for additional periods of equal duration to the initial term, unless either party sends written notice of termination no less than seven (7) days before expiration of the term.
- The Consultant shall continue to receive commissions at the above rate during the entire term of the business relationship between the Vendor and the referred Client. This right of the Consultant to receive commissions shall include all programs and services hereafter provided by the Vendor to the referred Client. Upon request of the Consultant, Vendor shall provide to the Consultant a copy of any contract(s) between the Vendor and the referred Client.
- The parties agree to keep all Client information disclosed by either the Client or the Consultant confidential in each and every instance and regardless of whether the Client and Vendor eventually enter into an agreement for services.
- The parties will indemnify and hold each other harmless from all claims, demands, damages, expenses, including attorney's fees and other liabilities caused by the intentional conduct of that party, its employees or agents, or arising from Services provided to another party. The parties shall not be responsible for damages arising out of action brought by a third party against the other party by reason of the referred clients use of Services, and the parties shall indemnify and hold each other harmless for any costs, including reasonable attorney's fees incurred in defending, settling or satisfying judgment or award in such action.
- Neither party may transfer nor assign any of its rights or obligations under this Agreement without the written consent of the other.
- This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec .
- Modification of this Agreement and/or any of its terms shall not be effective unless in writing and signed by both parties.
- Notices under this Agreement shall be in writing and shall be sent to each party at its address or by facsimile notice at the respective address or facsimile number set forth above. Notice shall be deemed given on receipt.
- This Agreement is the complete agreement between Consultant and Vendor. It supersedes all prior agreements, negotiations and inducements about the subject of this Agreement. No promises or agreements made after the execution of this Agreement are binding unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

Signature: DON EMILIO ZINNO , President
Call Centers Plus, division of:
2927306 Canada Inc.

Vendor's Signature: