



266 S Magnolia ave. # 201 El Cajon, CA 92022 phone 800-988-6221 fax 800-961-2219
INDEPENDENT CONTRACTOR/SALES ORGANIZATION AGREEMENT

This agreement is entered into between Global Check Service herein after referred to as GCS and

_____ an independent contractor hereinafter referred to as iso
located at _____
(Physical address)
phone/fax/email _____

Federal tax id # _____ Approximate number of agents _____

IN CONSIDERATION OF THE MUTUAL PROMISES AND ACTS THE PARTIES AGREE AS FOLLOWS:

TERM: The term of this agreement shall be perpetual beginning on the date signed below. Agreement may be terminated by GCS if iso grossly fails in performance of this agreement or commits acts to the financial detriment of GCS under this agreement.

STATUS: The iso is an independent contractor under this agreement. The iso will determine the methods with which to perform the services set forth at iso's own expense and shall not be controlled or supervised by GCS. ISO is not authorized to act in a manner that would imply or represent them self to be an officer, agent, representative, or employee of GCS. ISO assumes responsibility for employees, contractors, and subcontractors of iso for all terms and conditions of this agreement.

METHOD: ISO agrees to use their best effort and devote such time as necessary to market products/services offered by GCS. ISO shall abide by all policies and rules established by GCS here, in the ISO manual, and as directed from time to time relating to GCS products/services. ISO agrees to insure all required documents for GCS products/services are properly executed and forwarded to GCS in a timely manner. ISO agrees to provide merchant full disclosure of GCS service and obligations, perform installation(s) of GCS service(s) for merchant, provide instruction as is necessary in its use, and provide ongoing support to merchant as is necessary to insure their ability to utilize GCS service(s).

OPERATION: Iso shall become familiar with provided iso manual/web site and its contents. These instructions cover proper application submission, installation, terminal compatibility, and terminal operation. The iso is expected to become familiar with this material to provide a professional level of service to the merchant. ISO shall not create its own material in reference to GCS and make available to prospective customers unless first approved by GCS for any use.

COMPENSATION: In consideration of services provided by iso, GCS agrees to compensate iso with commission and residual income as follows based on fees billed to merchant being paid. Commissions paid on an approximate weekly and residuals monthly. Merchant must keep service for term of agreement . If merchant defaults during the course thereof a charge back in the amount of the difference between the amount paid in commissions and residuals and 50% of the revenue received from defaulting merchant will be assumed.

Commission 90.00 Paid approximately within 1 week of install and confirmation.

Residual Buy Rates: Receive 100% above posted buy rates on each of the below.

| Svc Sold | Rate | Inquirey | Monthly fee | Monthly Minimum |
|------------|-------------|-------------|--------------|-----------------|
| ARC | <u>5.00</u> | <u>.20</u> | <u>10.00</u> | <u>15.00</u> |
| Conversion | <u>1.00</u> | <u>.20</u> | <u>10.00</u> | <u>15.00</u> |
| Guarantee | <u>1.00</u> | <u>.10</u> | <u>10.00</u> | <u>15.00</u> |
| E-Checks | <u>0.00</u> | <u>1.00</u> | <u>10.00</u> | <u>15.00</u> |
| Payroll | <u>0.60</u> | <u>.10</u> | <u>10.00</u> | <u>15.00</u> |

PRIVACY/EXCLUSIVITY: ISO shall not disclose any information to third parties regarding GCS without written consent. While under contract with GCS iso is prohibited from selling, marketing, or in any way representing any service from any other company in competition with any service offered by GCS. Exclusivity shall extend to iso not providing similar services internally, through any subsidiary, or being an owner, officer, employee, contractor, or subcontractor of any company that provides services that compete with any service offered by GCS.

Owner/Officer Signature & date

Printed name & title