

ONLINE-CSR, Inc.
AGENT AGREEMENT

This agreement is made this _____ day of _____, 20____ by and between ONLINE-CSR, Inc. a Utah Corporation, and _____ (hereinafter referred to as “Agent”).

ONLINE-CSR, Inc. hereby engages the service of the Agent (any references to “Agent” throughout this letter of agreement will also apply to any sub-agents of the Agent as well) upon the following terms, covenants, conditions and provisions which the Agent accepts:

1. The Agent is engaged by ONLINE-CSR, Inc. as an independent contractor on a nonexclusive basis to refer the services of ONLINE-CSR, Inc. to prospective enterprises. If ONLINE-CSR, Inc. receives revenues from a customer who was enlisted by the agent then ONLINE-CSR, Inc. will pay the Agent an amount equal to that collected from the customer less the Agents cost, (see Exhibit “A” Agents Cost)
If ONLINE-CSR, Inc. receives a commission from an agent of an RBOC or other telecommunications company for services generated by the client who was enlisted by the Agent. ONLINE-CSR, Inc. will forward 50% of the gross commission paid to the RBOC or telecommunications company to the Agent (commission pass thru). The commission pass through will be paid to the Agent as it is received, lump sum or residual. ONLINE-CSR, Inc. reserves the right to withhold monthly commissions IF the total monthly commission due Agent is less than one hundred dollars (\$100.00) for that particular month. CSC reserves the right to charge back commissions to Agent if any of ONLINE-CSR’s providers charge back such commissions to ONLINE-CSR, Inc. and ONLINE-CSR, Inc. has previously paid Agent on said account.
2. If Agent collects fees directly from a customer for services provided by ONLINE-CSR, Inc. then Agent will remit within 15 days after they receive payment from the customer the Agents cost, (see Exhibit “A” Agents Cost) for said services.
3. This Agreement shall not be amended, changed or modified except in writing signed by both parties.
4. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns, trustee in bankruptcy and court appointed officer.
5. This Agreement shall be constructed in accordance with the laws of the State of Utah and in the event that there is any litigation in connection herewith, the parties expressly agree that the Courts of the State of Utah shall have jurisdiction to hear and decide such disputes.

6. In the event that any term of this agreement shall be held invalid, illegal or unenforceable in whole or in part, none of the validity of the remaining part of such term or the validity of any other terms of this Agreement shall in any way be affected thereby.

Agent represents and warrants that they have full authority to enter into this agreement and they know of no other engagements or contracts, written or understood, that would prevent this agreement from being valid and binding.

IN WITNESS WHEREOF, the parties have set their hands and seal and caused these presents to be executed the day and year first above written

AGENT:

ONLINE-CSR, Inc.

Signature

Mitch Paluso, President

Printed Name

Social Security or Tax ID Number

Telephone Number

**EXHIBIT “A”
AGENT’S COST**

1. The Agent’s cost for customer “Set up Fee” is \$100.00.

2. The Agents cost for “Basic Service” is as follows:

Cost per CSR	Two Updates in Calendar Year	Three Updates in Calendar Year	Four Updates in Calendar Year	Six Updates in Calendar Year
1-24	\$15.00	\$22.50	\$30.00	\$45.00
25-199	\$12.00	\$18.00	\$24.00	\$36.00
200-399	\$10.00	\$15.00	\$20.00	\$30.00
Over 400	\$8.00	\$12.00	\$16.00	\$24.00

3. Basic Service includes the data retrieval of all CSR’s, creating the Summary Page, creating the Customized Web Page and the information loaded into the Database.

4. For an additional Fee, ONLINE-CSR will have Telecom Professionals review all of the information, mark the accounts that need corrections or that have sales opportunities. The Agent’s cost for “Labor” is \$50.00 per hour.

5. The Agent’s cost for “Extra CSR Look-ups” is \$10.00 per look-up.