



Transworld Systems - Sales Agent Forms/

Please read the following four documents (Sales Agent Agreement, HIPAA Agreement and Exhibit A, B, & C, TSI Marketing and Brand Use Policy) and sign where indicated.

Sales Agent Information

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Attn: \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_
State: \_\_\_\_\_
Zip: \_\_\_\_\_
Email: \_\_\_\_\_

TSI Office

TSI Office#: \_\_\_\_\_

Previously an independent Sales Agent with TSI:

Yes No

Sales Agent Manager

Manager Name: \_\_\_\_\_

Manager Email: \_\_\_\_\_
Manager Phone: \_\_\_\_\_



SALES AGENT AGREEMENT

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date"), by and between TRANSWORLD SYSTEMS INC., with its principal place of business at 500 Virginia Dr. Suite 514, Ft Washington, Pennsylvania, 19034, (the "Company") and \_\_\_\_\_ (Name of Sales Agent), who resides at \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City), \_\_\_\_\_ (State), \_\_\_\_\_ (Zip) (the "Sales Agent").

WHEREAS, the Company has developed and promoted, and now owns a collection agency and a unique, copyrighted collection service (hereinafter referred to as the "Services"); and

WHEREAS, the Company has devoted its talents, genius, originality, time, effort and substantial money to developing and refining, and has substantial property rights in, the Services; and

WHEREAS, the Company is continually developing and pursuing these objectives and has spent considerable sums of money in establishing, creating, perfecting and marketing the Services; and

WHEREAS, the Company desires to appoint the Sales Agent, and the Sales Agent desires to become, a sales agent for the Services of the Company;

NOW THEREFORE, the parties hereby agree as follows:

**1) TERRITORY.**

The Agent's territory consists of **United States (Certain State licensing restrictions may apply)**, hereinafter called "Territory". The Company designates and the Sales Agent agrees that the Territory is a non-exclusive area pursuant to the Company's national sales policies. The Sales Agent is not permitted to solicit business outside of the United States.

**2) COMPANY NAME.**

A) The Company name, trademarks, trade names, copyright materials and sales aids furnished by the Company (hereinafter collectively referred to as "Company Materials") may be used by the Sales Agent while working under this Agreement. Upon termination of this Agreement by either the Sales Agent or the Company, the Sales Agent will immediately and permanently stop using the Company's name and Company Materials, and the Sales Agent will return for a refund the Company Materials to the Company within five (5) business days of the Agreement termination date.

B) The Sales Agent further agrees not to incorporate in the Company's name, do business as a sole proprietor or partnership in the Company's name, open a bank account in the Company's name, or charge anything in the Company's name.

**3) SALES MATERIALS.**

A) The Company provides (at the Sales Agent's own expense) sales and marketing materials on the Company's internal website. E) If Sales Agent desires to use any sales, marketing or recruiting materials not furnished by the Company, the Sales Agent will submit to the Company the proposed materials at least 30 days before printing, using, or distributing. The Sales Agent will not use, distribute, publish or authorize the use, publication or distribution of any materials not furnished by the Company until he/she has received prior written approval by the Company.

**4) INDEPENDENT CONTRACTOR RELATIONSHIP.**

A) The relationship of the Sales Agent to the Company is at all times that of an independent contractor and not an employee, partner, or joint venture of or with the Company. The Sales Agent shall have the limited authority to do the following acts on behalf of the Company, and the Sales Agent shall have no other authority without specific written authorization from the Company:

- i.** To inform clients and prospective clients of the Company's Services;
- ii.** To sell the Company's Services;
- iii.** To execute sales contracts for sales of the Services;
- iv.** To receive checks made payable to the Company in payment for the Services and facilitate payments to the Company via credit card and ACH.

B) The Sales Agent shall be free from control or direction by the Company over the operation of his/her business, and that all his/her business shall be conducted and entered into as an independently established trade or business and that nothing contained herein, whether expressed herein or otherwise, shall be considered to be any direction or control over the Sales Agent as to the manner or method of conducting said business or the hours he/she shall work.

C) In the event any governmental board, commission, or court, having jurisdiction over this Agreement or the parties herein, determines that this Agreement constitutes a relationship other than an independent contractor relationship, this Agreement shall immediately terminate concurrently with such determination.

**5) REPRESENTATIONS BY THE AGENT.**

At no time shall the Sales Agent represent that he/she is an employee of the Company or that he/she is authorized to make on behalf of the Company any contracts, agreements, covenants or obligations of any kind whatsoever except as expressly authorized herein.

**6) WITHHOLDINGS.**

The Sales Agent and the Company agree that the Sales Agent is an independent contractor and not an employee of the Company, and that the Company will not deduct, withhold or pay FICA (social security), federal income tax, state

income tax, worker's compensation insurance premiums, state disability insurance, unemployment benefit insurance, or any other amounts that are ordinarily paid or withheld by an employer for and on behalf of an employee. Therefore, the Sales Agent agrees that he/she is responsible to pay his/her federal and state self-employment and income taxes, social security payments, and, if he/she desires, arrange for his/her own coverage for unemployment benefits, disability benefits or otherwise.

**7) SUGGESTED RETAIL SALES PRICE.**

The suggested retail sales price is established by the Company and shall be shown on the suggested price schedule, "Exhibit A", attached hereto and incorporated by reference and made a part of this Agreement. The Company retains the right to change the suggested retail price schedule upon 30 days' notice to the Sales Agent. The Sales Agent agrees that if he/she sells the Services for any price other than the suggested retail price, the Company will retain the amount that it would have received if that order had been sold for the current suggested retail price, and will remit only the difference to the Sales Agent. The Sales Agent agrees to accept the difference as full payment for all services rendered on that order.

**8) CPO FEE.**

The Sales Agent and the Company agree and understand that the Company has established a setup fee (referred to as the "CPO fee") on all new orders and reorders sold. The amount of the CPO fee on each sale is non-commissionable and subject to change upon 30 days' notice to the Sales Agent. For the current amount of the CPO fee on each transmittal or order sold, please see "Exhibit A."

**9) PAYMENT FOR THE SERVICES.**

The Sales Agent shall forward to the Company each sales order received by the Sales Agent together with evidence of the client's payment to the Company within two working days following the making of a sale. The Sales Agent further agrees that each such check shall be made payable to the order of Transworld Systems Inc. The Agent shall have no right of any kind whatsoever to personally receive payment or to endorse or deposit any check for any Services sold by him/her hereunder.

**10) TSI COMMISSION SCHEDULE.**

The Company's commission schedule shall be shown as "Exhibit B" attached hereto and included by reference and made part of this Agreement.

**11) TSI COLLECTIONS COMMISSION SCHEDULE**

The Collections commission schedule shall be shown on "Exhibit C" attached hereto and included by reference and made part of this Agreement.

**12) COMMISSION CHARGE-BACKS.**

The Sales Agent shall make no claims or representation of the Services other than those consistent with the claims and representations made by the Company. If the Company refunds any or all of the selling price of the Services to a client because of any reason, except non-performance on its written client performance Guarantee,, the amount of such refund up to the amount of the total of the sale will be deducted from any commissions that would otherwise be due to the Sales Agent under this Agreement. If an order is sold and the client's check or payment is returned for non-sufficient funds (NSF), stop payment, or electronic chargeback, or the order is cancelled, the full commission will be immediately recovered from the Sales Agent's next scheduled commission payment. If a client uses the Services without paying for the Services according to the payment terms established at the time the client's order is set up, the amount of the outstanding accounts receivable will be charged to the Sales Agent in the next available commission payment.

**13) CONFIDENTIAL INFORMATION.**

A) In consideration of the benefits secured to the Sales Agent by this Agreement, the Sales Agent agrees and covenants to consider all sales materials, contracts, agreements, client lists, status reports, and other documents of the Company, including prospective clients for the Services that have been contacted by the Sales Agent, confidential and the sole property of the Company during the term of this Agreement and after its termination. The Sales Agent agrees that, during the term of this Agreement and after its termination, the Sales Agent will not use or distribute, directly or indirectly, the names of the Company's clients or prospective clients to any persons except the Company's authorized officers, employees, or duly appointed authorized agents.

B) The Sales Agent further covenants that upon termination of this Agreement he/she will return to the Company within five days, at his/her expense, all sales materials, contracts, agreements, client lists, status reports, and other documents of the Company including prospective clients for the Services that have been contacted by the Sales Agent and other documents containing the names and addresses of the Company's clients.

**14) AGREEMENT NOT TO INTERFERE WITH COMPANY CLIENTS.**

During the term of this Agreement and for a period of one year after the date of termination of this Agreement, the Sales Agent shall not in any way interfere with or disturb any relations between the Company and any of its clients. The Sales Agent will not solicit, directly or indirectly, any of the Company's business or any of the Company's clients for a

period of one year after the date of termination of this Agreement. The Sales Agent and the Company agree that any damage caused by a breach of the covenants in this paragraph will be irreparable and it would be difficult or impracticable to determine the actual damages to the Company caused by any such breach. The Sales Agent therefore agrees to pay the Company as liquidated damages the sum of \$2,000 for each breach by the Sales Agent of any covenant in this paragraph. The Sales Agent agrees that the Company shall be entitled to an injunction without posting bond. The remedies for any such breach specified in this paragraph are not exclusive and the Company shall be entitled, in addition, to any other remedies at law or in equity.

**15) RIGHT TO WITHDRAW SERVICE FROM AREA.**

The Company reserves the right to withdraw the sale of the Services from any state, province or territory or any part thereof in the event it so chooses. The Company will provide the Sales Agent 30 days' written notice of any such withdrawal.

**16) PERMITS AND LICENSES.**

The Sales Agent agrees to refrain from soliciting or selling the Services in any state or province unless and until the Company and the Sales Agent have secured all necessary licenses, permits and other governmental approvals required of the Company and the Sales Agent to do business in such state or province. The Sales Agent agrees to comply with all local, state, federal and provincial laws in conducting business under this Agreement and to take all steps necessary to qualify him/her to do business therein, including securing and keeping current licenses and permits. The Sales Agent shall bear all costs connected with his/her personal Sales Agent licenses and permits. It is specifically agreed and understood that, if the Sales Agent fails to apply for and maintain any such licenses or permits required doing business in any state or province, the Company shall have the right to immediately terminate the Sales Agent for cause.

**17) PART PERFORMANCE DOES NOT PRECLUDE LATER DEMAND FOR FULL PERFORMANCE.**

The failure of the Company or the Sales Agent to insist on full performance of any part of this Agreement or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach of said term, nor prevent demand of full performance of said part of this Agreement from the other party at a later date.

**18) TERMINATION.**

A) This Agreement shall terminate upon the death of the Sales Agent.

B) This Agreement shall terminate upon the filing of bankruptcy or receivership of the Sales Agent.

C) This Agreement may be terminated by the Company, at its sole discretion, without cause, upon 30 days written notice to Sales Agent.

D) This Agreement may be terminated by the Sales Agent upon breach by the Company of this Agreement, upon written notice to the Company setting forth the claimed breach by the Company and the effective date of termination, mailed by certified or registered mail to the Company's headquarter address.

E) Except for termination pursuant to Paragraph 18(E)(ii), this Agreement may be terminated by the Company for cause, upon written notice from the Company to the Sales Agent's most recent available address or emailed to the email of record, setting forth the grounds of termination. As used in this Subdivision E, the term "cause" shall include, but not necessarily be limited to, the following:

i. Breach by the Sales Agent of any covenant contained in this Agreement.

ii. Failure of the Sales Agent to write a new client order within a period of 2 full calendar months following the date Sales Agent executes the Sales Agent Agreement ("Initial Sales Period"). Such contract termination shall be automatic and without notice to the Sales Agent upon the expiration of the Initial Sales Period.

iii. After the Initial Sales Period, failure of the Sales Agent to sell at least one new client order per calendar month for two consecutive months, upon 15 days written notice to the Sales Agent.

iv. The use, in any way, of the Company's email or name in conjunction with any other business, name, and consultancy.

v. It being understood that the Company's reputation is strongly affected by the integrity, financial responsibility and professionalism of individuals representing the Company, any act of moral turpitude on the part of the Sales Agent, including, but not limited to, (a) passing a bad or NSF check, (b) being under the influence of alcoholic beverages or other drugs while engaged in business activities in connection with any of the Services of the Company, or (c) any act that damages the Company's reputation.

vi. Failure of the Sales Agent to deal with the Company in a fashion consistent with his status as an independent contractor.

F) The Company shall pay the agent all commissions earned by him/her on orders, reorders and Collections commissions on net checks received in the Corporate Office up to the effective date of termination. The Sales Agent is not entitled to commissions, and no commissions will be paid, on orders, reorders, invoices, payments or Collections commissions where the net checks have not been received in the Corporate Office prior to the effective date of termination. Upon the termination of this Agreement, the Company shall have the right to offset any monies due to the Company from the Sales Agent against any monies due to the Sales Agent from the Company.

**19) ARBITRATION.**

The parties to this agreement hereby waive any and all right to assert or file a claim arising out of or related to this contract in any court of law or equity. Any controversy or claim arising out of or relating to this contract, or the breach

thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties further agree that such arbitration shall take place in Cook County, Chicago, Illinois.

**20) REPRESENTATIVE ACTION WAIVER.**

The Sales Agent waives any right to a trial by jury or to participate in a class action or collective action, either as the representative or as a member of any class action or collective action, in a case in which claims are asserted against the Company that are related in any way to this Agreement or any business relationship between the Sales Agent and the Company. This waiver includes any class action or collective action that may be available through any arbitration proceeding.

**21) CONSTITUTES 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 representations, 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 it is 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.

**22) EFFECTIVE DATE AND TERM.**

This Agreement, when duly executed by the Sales Agent and the Company, becomes effective as of the Effective Date set forth on the first page of this Agreement and shall continue in full force and effect for one year from the Effective Date. This Agreement shall automatically renew for consecutive one-year periods unless a notice of resignation or termination has been properly executed in accordance with paragraph 18 of this Agreement.

**23) CHOICE OF LAW.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. If it becomes necessary for the Company or the Sales Agent to institute any action at law or in equity against the other to secure or to protect rights under this Agreement, the prevailing party shall be entitled to recover in any judgment entered therein such reasonable attorney fees as may be allowed by the court, together with such court costs and damages as provided by law.

THE SALES AGENT:

THE COMPANY:

TRANSWORLD SYSTEMS INC.

\_\_\_\_\_  
(Sales Agent)

\_\_\_\_\_  
(Sales Agent Email)

This Agreement is not binding on the Company until 15 days after its receipt in the corporate office. The Company has the right to reject this Agreement during such 15 day period. If the Agreement is rejected by the Company, notice will be sent to both the applicant and the TSI manager within 15 days of receipt by the Company.



## SALES AGENT AGREEMENT: HIPAA (MEDICAL PRIVACY)

Region/District \_\_\_\_\_

**1. Parties.** The parties to this Agreement are Transworld Systems Inc. ("TSI" or "Business Associate"), and ("Sales Agent").

**2. Independent Contractor.** Sales Agent is an independent contractor sales representative of TSI, under the terms of a Sales Agent Agreement, District Sales Agent Agreement, or Regional Sales Agent Agreement.

**3. Purpose.** The purpose of this Agreement is to ensure compliance with medical privacy regulations, specifically including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"), and accompanying regulations, as amended from time to time.

#### **4. Definitions.**

*a. Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR § 164.501, limited to the information created or received by either party from or on behalf of a Covered Entity.

*b. Covered Entity.* "Covered Entity" means health plans, health care clearing houses, and health care providers, as specified in HIPAA.

4. Sales Agent agrees not to use or disclose Protected Health Information other than as permitted or required by any agreement between TSI and a Covered Entity, or as required by law.

5. Sales Agent agrees to all of the restrictions and conditions that apply to TSI with respect to Protected Health Information. A sample Business Associate Agreement between TSI and a Covered Entity is attached hereto and incorporated herein as Attachment 1, and Sales Agent expressly agrees to all of the terms and conditions as reflected in that Agreement, or in any actual agreement between TSI and a Covered Entity, for which Sales Agent provides any services, or makes use of or has access to Protected Health Information.

6. Sales Agent expressly agrees that any Protected Health Information will be held confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to Sales Agent.

7. Sales Agent expressly agrees to notify TSI of any instances of which Sales Agent becomes aware in which the confidentiality of any information has been breached.

8. Upon termination of any service or sales agreement between TSI and a Covered Entity, Sales Agent shall promptly deliver or return to TSI all Protected Health Information received from or relating to the Covered Entity, or created or received by TSI or by Sales Agent on behalf of the Covered Entity. Sales Agent shall retain no copies or data relating to the Protected Health Information, in any form, format, or medium, whatsoever. Sales Agent shall return all such data and information to TSI in the form and format that it is regularly used or stored, so that it may be reviewed and used by TSI as appropriate. Sales Agent shall not obtain, receive or use any Protected Health Information in a form or format that makes it infeasible to return to TSI, upon request.

9. Upon termination of Sales Agent's independent contractor sales representative agreement with TSI (whether as a Sales Agent, District Sales Agent, Regional Sales Agent, or any combination of these), Sales Agent shall promptly deliver or return to TSI all Protected Health Information received from or relating to all Covered Entities, or created or received by TSI or by Sales Agent on behalf of any Covered Entity. Sales Agent shall retain no copies or data relating to Protected Health Information, in any form, format, or medium, whatsoever. Sales Agent shall return all such data and information to TSI in the form and format that it is regularly used or stored, so that it may be reviewed and used by TSI as appropriate. Sales Agent shall not obtain, receive or use any Protected Health Information in a form or format that makes it infeasible to return to TSI, upon request.

10. This Agreement shall terminate when all the Protected Health Information provided to or received by Sales Agent,

or created by Sales Agent, is destroyed or returned to TSI, unless earlier terminated, as outlined below.

Upon TSI's knowledge of a material breach by Sales Agent, TSI shall either:

- a. Provide an opportunity for Sales Agent to cure the breach or end the violation; in the alternative, TSI may terminate this Agreement if Sales Agent does not cure the breach or end the violation within the time specified by TSI;
- b. Immediately terminate this Agreement if Sales Agent has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure are feasible, TSI shall report the violation to the Secretary.

11. No Authority to Execute HIPAA Business Associate Agreements. Sales Agent has no authority to execute Business Associate Contracts with any Covered Entity on behalf of TSI.

12. Miscellaneous.

- a. Regulatory References. A reference in this Agreement to any section in the Privacy Rule means the section that is in effect or as amended.
- b. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for TSI to comply with the requirements of the Privacy Rule and HIPAA.
- c. Survival. The respective rights and obligations of Sales Agent shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit TSI to comply with the Privacy Rule.

THE SALES AGENT:

THE COMPANY:

(Sales Agent)

TRANSWORLD SYSTEMS INC.

Not Yet Signed

(Will be signed after you submit this form)

(Sales Agent Email)



**EXHIBIT A - Sales Agent PRICE SCHEDULE  
(Effective January 1, 2014)**

The suggested price schedule and CPO fees are listed below:

1) The below pricing is effective for those clients whose payment for Transworld System has been arranged in a "term" payment structure and a FULL payment for purchase of Transworld System has not been provided at the time the contract was signed (Pay as Used or traditional contracts paying in payment terms or payment arrangements).

Number of Accounts	Total Cost Per Account	Total Package Cost	CPO Fees**	Maximum Monthly Installments
<b>Cash flow Starter *</b>		\$399.00	\$2.30	Must be PIF
25	27.00	675.00	2.65	3
50	16.00	800.00	2.25	3
100	14.25	1,425.00	2.40	5
250	13.25	3,312.50	2.05	7
500	11.75	5,875.00	1.90	10
1,000	10.75	10,750.00	1.70	10
2,500	10.25	25,625.00	1.70	10
5,000	9.40	47,000.00	1.70	10
10,000	8.35	83,500.00	1.70	10
15,000	7.75	116,250.00	1.70	12
25,000	7.25	181,250.00	1.70	12
50,000	6.75	337,500.00	1.75	24
75,000	6.50	487,500.00	1.75	24
100,000	6.25	625,000.00	1.75	24
150,000	5.95	892,500.00	1.80	24
200,000	5.60	1,120,000.00	1.80	24

\* Cash Flow Starter is valid for up to 12 accounts and must be paid in full at the time of the order.

\*\* CPO fees are higher for various marketing alliances, partnerships, and technology solutions.

2) The below paid in full discount structure is to be used for those clients that are paying for their system in full at the time of order. The discounted price will only be applied to those customer agreements which are accompanied by a check, ACH, or credit card authorization for full payment at the time of processing. If a customer agreement is not accompanied by a check, ACH or credit card authorization for full payment, the Sales Agent will be charged the difference between Standard Pricing and the Paid in Full Discount. Clients, associations, partners, and alliances can only qualify for one type of discount. Therefore the Paid in Full discount is the same as the Preferred Pricing offered to clients, associations, partners, and alliances.

<b>Preferred Pricing and Paid in Full Discount Per Account</b>	
25-99 accounts	\$ 1.00
100-499 accounts	\$ 0.75



500 - 149,999 accounts	\$ 0.50
150,000 accounts	\$ 0.45
200,000 accounts	\$ 0.35

3) As per paragraphs 7 and 8 of the Sales Agent Agreement, the Company retains the right to change the retail price schedule and the CPO fee upon 30 days' written notice to the Sales Agent.

4) Clients who use our data entry services will be charged an additional \$1.00 per account purchased and/or submitted to data entry. This includes clients whose type of service reflects either 'paper' or 'tranless' or clients with any type of service designation who make use of our data entry services. The \$1.00 will be in addition to the standard pricing listed on our Official Price List. Additionally, the CPO fee to the rep will be increased by \$1.00 for each account purchased and/or submitted to data entry.

5) It is agreed and understood that the Company and Agent may agree, in advance, to reduce commissions where a sale varies from standard contractual terms: For example, where a sale causes the Company to pay for technology support to customize interfaces for clients; sales from associations or partnering agreements; or sales providing for non-standard payment terms. It also is agreed that the Company may, at its sole discretion, charge back the Sales Agent for commissions when the Sales Agent enables a technology solution after commission has been paid.

6) On any new order or pay as used order that is a new client, the Company will pay new order commission for the first five months and reorder commission on any payments received thereafter.

---

**EXHIBIT B - TRANSWORLD SYSTEMS COMMISSION SCHEDULE.**

**1) COMMISSION ON NEW ORDERS.**

The Company agrees to pay the Sales Agent and the Sales Agent agrees to accept for services rendered on all new orders sold by the Sales Agent a sales commission of 40% of all new payments received in the Company's Corporate Office excluding the CPO fee and tax if applicable.

**2) COMMISSION ON REORDERS.**

A) The Company agrees to pay the Sales Agent and the Sales Agent agrees to accept for services rendered on all reorders or sales made to Company's existing clients sold by the Sales Agent a sales commission of 20 % of all such reorder net checks received in the Company's Corporate Office excluding the CPO fee and tax if applicable.

**3). Sales Agent COMMISSION.** The company, at its sole discretion, reserves the right to change Sales Agent Commission Schedule (this "Exhibit B") with 30 days written notice sent to the Sales Agent.

---

**EXHIBIT C - TSI COLLECTIONS COMMISSION SCHEDULE.**

**1) Transworld Systems Collections (TSI Collections) COMMISSION SCHEDULE.**

The Company agrees to pay the Sales Agent and the Sales Agent agrees to accept as payment in full for all services rendered to the Company by the Sales Agent a TSI Collections commission on accounts that have been assigned and collected on a percentage contingency commission provided they meet the following requirements listed below:

A) Accounts have been assigned on a Direct Collection Assignment Form and the Agent's name and sales number appear on the line indicated, or using the online client portal.

B) Accounts that have been assigned to the Company on a percentage contingency commission basis under the TSI Collections Program sometimes referred to as the ATSC or Automatic Assignment Program.

C) Accounts that have been assigned to the Company on a percentage contingency commission basis under the

Direct Collection Assignment Contract.

The TSI Collections Commission is computed on accounts that qualify based on the Company's net earned commission as follows:

<b>Assignment Contingency Rate</b>	<b>Agent's Commission Rate</b>
50%	8% of Company's net fee
40% to 49%	6% of Company's net fee
26% to 39%	4% of Company's net fee
25% or under	2% of Company's net fee

It is further agreed and understood that if an account is not assigned to the Company in one of the above listed ways (A, B, or C); no commission will be paid to the Sales Agent. The following example is offered to clarify how the percentage commission is figured:

Percentage contingency rate . . . . .	50%
Amount assigned . . . . .	\$100
Amount collected . . . . .	\$100
Company Contingency commission (Net Fee) . . . . .	\$50
Sales Agent's percentage commission rate . . . . .	.8% or \$4.00

Said commissions are to be computed on or before the 20th day of the month following the date collections are made and a commission payment will be made to the Sales Agent on the first regular commission day thereafter.

2) CERTAIN NON-COMMISSIONABLE ACCOUNTS.

It is agreed and understood that on the following accounts that are assigned to TSI Collections no commissions will be paid to the Sales Agent.

A) FORWARDED ACCOUNTS: Any accounts that are forwarded to an outside agency for collection.

B) FINDERS FEE PAYMENTS: A setup fee charged for accounts collected prior to assignment.

C) SERVICE FEE PAYMENTS: A fee that is charged for special collection efforts, i.e. repossession of client's goods or merchandise or when the client request a premature "cancellation and return" of the account because of extenuating circumstances.

3) TSI Collections COMMISSION CHARGE-BACKS.

It is agreed and understood that if a TSI Collections account is previously paid and must be reversed for any reason or written off as a bad debt, the sales commission paid to the Sales Agent will be reversed and deducted from the next regularly scheduled TSI Collections commission payment.

<p>THE SALES AGENT:</p>   <p>(Sales Agent)</p>  <p>(Sales Agent Email)</p>	<p>THE COMPANY:</p>   <p>TRANSWORLD SYSTEMS INC.</p> <p><u>Not Yet Signed</u></p> <p>(Will be signed after you submit this form)</p>
---	---



## Marketing and Brand Usage Policies Acknowledgement

As an independent contractor sales agent for Transworld Systems, Inc., I recognize the importance of understanding and following the Transworld Systems Marketing and Brand Usage Policies. I agree that failure to follow these policies can lead to termination of my Transworld Systems Sales Agent Agreement as well as my being liable for damages.

I acknowledge that my failure to follow these policies shall lead to the termination of my independent contractor relationship with TSI, all as confirmed in my Transworld Systems Sales Agent Agreement. I also acknowledge that I will be personally liable for damages, litigation costs and TSI's attorney's fees and costs should there be any legal claims based upon my conduct.

- I have read, understand, and agree to abide by the Transworld Systems Marketing and Brand Usage Policy.
- I have specifically read, understand, and agree to abide by the Email Spam provisions of the Transworld Systems Marketing and Brand Usage Policy and recognize that failure to follow these policies could result in my being in violation of the Federal CAN SPAM Act.
- I have specifically read, understand, and agree to abide by the Fax Blasting provisions of the Transworld Systems Marketing and Brand Usage Policy and recognize that failure to follow these policies could result in my being in violation of the Federal Telephone Consumer Protection Act.
- I have received my own copy of the Transworld Systems Marketing and Brand Usage Policy.

THE SALES AGENT:

THE COMPANY:

(Sales Agent)

TRANSWORLD SYSTEMS INC.

Not Yet Signed

(Will be signed after you submit this form)

(Sales Agent Email)