



- NSF Check Processing
a free service for businesses
The right product... the right price... the right time...

Independent Marketing Representative Agreement

THIS AGREEMENT is by and between *Last Echo, LLC* whose address is

P.O. Box 361, Keene, NH 03431, hereinafter referred to as "Company", and

Co. Name _____ ID # _____

Principal's name if different from above _____

Physical Mailing address: _____

City, State, and Zip: _____

Phone: (___) _____ E-Mail: _____

Fax: (___) _____ Date: ___ / ___ / ___ Taxpayer ID #: ___ - ___ - ___

hereinafter referred to as "Marketing Representative".

WHEREAS, Company is engaged in providing NSF Check Processing Services; and

WHEREAS, Marketing Representative desires to promote Company's services in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, it is agreed as follows:

1. Marketing Representative is of legal age in the state in which Marketing Representative enters this agreement with Company.
2. Marketing Representative understands that Company makes no claims or warranties of any kind including, but not limited to, any claims for earnings.
3. Marketing Representative understands that Marketing Representative is not a Company Independent Marketing Representative, until Company has accepted this Agreement.
4. **Territory:** Company hereby appoints Marketing Representative as an authorized non-exclusive Independent Representative to present and promote all services provided by Company in the following geographical area: nationwide hereinafter referred to as "Territory". Any territorial disputes between Marketing Representatives will be resolved by the Company.
5. **Duties:** Marketing Representative shall devote such time, energy, and skill as is necessary to present and promote the Company's services in the Territory during the term of this Agreement. Marketing Representative will represent Company in a sincere and honest manner and will be professional, courteous, and considerate.
6. Marketing Representative understands that Representatives are authorized only to act in the capacity of an Independent Representative and will not for any reason, act as a spokesperson for Company.
7. Marketing Representative is not authorized to extend any rebate, warranty, or guarantee, or to make representations or claims with respect to Company's services which are not expressly stated in official Company literature without express written authorization from Company.
8. Marketing Representative shall not create, publish, or distribute any literature or materials representing Company or its services other than that which is authorized by Company.

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9. **Employment:** Marketing Representative understands that the acceptance of this Agreement does not constitute an employment of the Marketing Representative, a partnership between Company and the representative, or the sale of a franchise. Marketing Representative further warrants that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor is Marketing Representative acquiring any interest in a security by the acceptance of this agreement.
10. **Independent Contractor:** Marketing Representative understands that Marketing Representative is an independent contractor, and not an agent, employee, or franchisee of Company. Marketing Representative further understands and agrees that Marketing Representative will not be treated as an employee for federal or state tax purposes, for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts, or State Workers Compensation Acts. Marketing Representative understands and agrees to pay all applicable federal and state self-employment taxes, sales taxes, and/or local license fees that may become due as a result of any activities under this Agreement. Marketing Representative shall be free to utilize his time, energy, and skill in such a manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement.
11. **Business Expenses:** Marketing Representative understands that Representatives are not authorized to, and will not for any reason, incur any debt, expense or obligation on behalf of, or for Company. Company shall not be required to reimburse Representative for any business expenses incurred by Representative under this agreement. Marketing Representative shall bear any and all costs or expenses incurred by Marketing Representative to perform his obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses, telephone, and advertising expenses.
12. **Commission plan** is as follows:
 - a) When no Merchant Rebates are given, Marketing Representative shall be entitled to: \$5.00 for each NSF Check recovered by Company on customer accounts that were contracted for Company's "NSF Check Processing Service" by the Marketing Representative. When Merchant Rebates are given, if prior authorization was not granted by Company in writing, the Merchant Rebate will be deducted from the Marketing Representative's commissions.
 - b) Commission payments will be paid on a monthly basis for the previous month's commissions and will continue to be paid monthly for as long as this agreement is in effect.
 - c) Upon death of Marketing Representative, commissions will continue to be paid to the designated beneficiary(s) on a monthly basis for 1 (one) year. Marketing Representative must provide written notification of designated beneficiary(s) name and address.
 - d) Marketing Representatives who are receiving commissions are required to notify Company of any change of address (or change in bank accounts if they are receiving direct deposits of commissions) and to always keep current information on file with Company. If Company is unable to pay commissions to a representative for a period of 90 days, because they have not kept current information on file, then the agreement to pay commissions is breached and no commissions will be owed.
13. **Clients and Business Records.** All clients shall be clients of the Company. All contracts, files, records, and documents pertaining to clients and all business records pertaining to such clients are property of the Company and shall be held in strict confidence during the term of this Agreement and after its termination.
14. **Fidelity.** As a material inducement to Company to enter into this agreement, Marketing Representative covenants and agrees that:
 - a) Company and Marketing Representative agree that the following covenants limiting competition are reasonable and necessary as to the time and space, but if for any reason they are found to exceed reasonable limits, said covenant shall be deemed to be changed as adjudicated and shall still be enforceable.
 - b) **Non Compete:** During the term of this contract, Marketing Representative shall not, in any capacity, directly or indirectly engage in a business that competes with Company except as a representative of Company. Company has the right to terminate compensation to Representative

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if Representative directly or indirectly engages in a business that competes with Company.

- c) **Non Disclosure:** During the term of this Contract, Marketing Representative shall not at any time or place or to any extent whatsoever, without the express prior written consent of Company, disclose to any third party or appropriate to his own use or that of any third party, any information which has been disclosed to Representative as a result of his or her relationship with the Company there under. Under no circumstances and at no time shall Marketing Representative disclose to any person any of the secrets, methods, or systems used by Company in its business. Should Marketing Representative violate this paragraph herein, he/she may be terminated immediately and without notice by Company.
 - d) **No Conflict of Interest allowed:** During the term of this agreement, Marketing Representative is not prohibited from engaging in any other business activity or employment, as long as it is not in a directly competing product or field. This conflict of interest clause covers any and all products and services of Company. If Marketing Representative, at the time of signing of this agreement, is already engaged in a business or with a product or service that could be viewed as a conflict of interest it must be disclosed in advance and waived in writing in the body of this agreement.
15. **Marketing Representative agrees that violation of any of the terms of this Agreement may result, at Company discretion, in forfeiture of commission and bonus checks or other payments from Company and/or cancellation of this Agreement.**
 16. Marketing Representative shall indemnify and hold Company harmless of and from any and all claims or liability arising as a result of negligent, intentional, or other acts of Marketing Representative or his agent or representatives. In the event of any legal action, the Marketing Representative shall also indemnify Company for any attorney fees and costs.
 17. Company shall indemnify and hold Marketing Representative harmless of and from any and all liability attributable solely to the negligent, intentional, or other acts of Company or its employees.
 18. **Term:** The term of this Agreement is one year. This Agreement will be automatically renewed on each anniversary date of the acceptance of this Agreement so long as Marketing Representative continues to accept commissions and bonuses or other payments from Company or until this agreement is canceled in writing, by either Company or by Marketing Representative. In the event of cancellation, any earned or unpaid commissions will still be owing to Marketing Representative.
 19. **Cancellation:** Marketing Representative is entitled to cancel this Agreement at any time for any reason upon notice to Company in writing.
 20. If any provision herein is held to be invalid, all other promises shall remain valid and enforceable.
 21. This agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cheshire County, State of New Hampshire. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
 22. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.
 23. This Agreement constitutes the entire agreement between the parties and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing.
 24. Independent Marketing Representative company businesses cannot be sold, assigned, or transferred without prior written approval from Company and such approval shall not be unreasonably withheld.

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25. **Sale of Company:** The “Company” and its interest may be transferred, sold, or leased one or more times without prior notice to the Marketing Representative. After transfer, sale, or lease, all terms agreed to under this agreement shall remain binding by both parties, the new “Company” and the Marketing Representative, to the extent required by applicable law.

This agreement may be signed in one or more counterparts, which taken together, shall constitute one and the same instrument. Facsimile execution shall be deemed the same as original execution.

Authorized by:

Maciej Zakrzewski
President
Last Echo, LLC

____/____/____
Date authorized

Your signature below signifies your agreement to the above Terms and Conditions.

Marketing Representative

____/____/____
Date: