



CHOICEPLUS AFFILIATE AGREEMENT

This ChoicePlus Affiliate Agreement is made and entered into this ____ day of _____ 200____, by and between _____ whose address is _____

_____, (“ChoicePlus Affiliate”), and Preferred Capital Alliance, Inc., whose address is 7780 49th Street North Suite 155 Pinellas Park, FL 33781 (“Company”), hereinafter collectively referred to as “Parties.”

1. Duties. ChoicePlus Affiliate agrees to market Company’s domestic bookkeeping, payroll, financial analysis, QuickBooks Consulting, and business financing services through Internet and/or offline to find, pre-qualify, and process contacts that desire business financing services from Company, (“Client”).
2. Company. Company will offer bookkeeping, payroll, financial analysis, QuickBooks Consulting to clients. Company has or will attempt to locate a funding source, (“Funding Source”) to provide one or more business financing services to Client. Company will compensate ChoicePlus Affiliate for its Client related duties, (“Affiliate Commission”).
3. Compensation. For bookkeeping, payroll, financial analysis, and QuickBooks consulting services, we will pay you 10% of our compensation on any and all services ordered by customers referred by you.
Business Financing (i.e. loans, equipment leases, commercial mortgages, accounts receivable factoring) transactions: In consideration for ChoicePlus Affiliate finding and pre-qualifying Client and having Client provide complete document package for submission to Funding Source, Parties agree that Company will payout 40% of the Compensation it receives for each funded transaction to ChoicePlus Affiliate as Affiliate Commission. Funded Transaction is a transaction that closes and Funding Source disburses funds to Client and/or on behalf of Client and pays Compensation to Company.

If ChoicePlus Affiliate is providing leads (online, i.e. Internet or offline), which are interested in Company’s Services, but have not been pre-qualified and have not provided a complete document package, the compensation structure will be the same as Choice Plus Affiliate Program – 10% of total Company’s compensation received for each funded transaction referred by ChoicePlus Affiliate.

In addition, we will pay you 5% of our compensation for any services ordered or financing transactions funded as a result of a referral by an affiliate that you referred to us.

The Compensation will include any commissions, including any additional fees that are outlined in the Financial Consulting Agreement signed by Client. Affiliate Commission shall be due and payable within ten (10) days from the date on which Company receives Compensation from Funding Source.



Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. ChoicePlus Affiliate shall be solely responsible for reporting and paying any such taxes. Company shall not provide ChoicePlus Affiliate with any coverage or participation in Company's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. ChoicePlus Affiliate is responsible for their own expenses, which will not be reimbursed from Company.

By law, any commissions in excess of five hundred ninety nine (\$599) dollars must be reported by us on a Federal Tax form. You will be sent this form and are required to sign and return to us before any 'further payment' to you can or will be made.

4. **Non-Circumvention.** Company agrees not to enter into business relations with Client, or with third parties concerning Client, without providing for the Compensation for ChoicePlus Affiliate.

ChoicePlus Affiliate agrees not to enter into a direct relationship with any of the Company's business sources or affiliates disclosed to ChoicePlus Affiliate in the course of the business relationship.

ChoicePlus Affiliate will not disclose any names, addresses, telephone/fax numbers of any contact revealed by Company and its sources and/or affiliates to anyone except for disclosures required to be made to advance the business of Company. ChoicePlus Affiliate recognizes that Company's contacts and/or sources to be exclusive and valuable to Company.

In the event of circumvention and/or disclosure by ChoicePlus Affiliate; directly or indirectly, Company shall be entitled to a monetary penalty equal to the maximum revenue it would have realized had such circumvention and/or disclosure not taken place, plus all expenses including legal, that recovery of these funds would involve.

ChoicePlus Affiliate agrees that the non-circumvention / non-disclosure portion of this contract will remain in force for ten (10) years and the termination of this Agreement shall not release ChoicePlus Affiliate from the non-disclosure / non-circumvention obligations.

5. **Online Marketing and Operations.** Company grants ChoicePlus Affiliate a non-exclusive, revocable right to use our self replicated webpages, present banners and other such images for which Company grants express permission, for the purpose of identifying ChoicePlus Affiliate site as a program participant and linking to our site. ChoicePlus Affiliate may not modify the banners or any of Company's images in any way without our express permission.



Company reserves all of our rights to our trade names and trademarks and all other intellectual property rights.

SPAM (unsolicited email)

Company will not tolerate the sending of unsolicited bulk emails which promote, or make reference to Company, or any of its associated companies, Partners, or employees. Other prohibited forms of advertising include postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, ChoicePlus Affiliates may not advertise in any way that effectively conceals or misrepresents their identity, their domain name or their return email address.

Any ChoicePlus Affiliate who, in company's opinion, breaches this ruling will have their Affiliate status cancelled immediately and any and all outstanding commissions WILL BE FORFEITED.

Company will NOT revoke affiliate status to avoid payment of owed or future commissions.

UNPROFESSIONAL CONDUCT

Company and its associated companies operate with the strictest codes of professional conduct. Any ChoicePlus Affiliate who brings Company or its associates into disrepute, or who promotes any form of slander, racism, or unfair business practices, will have their ChoicePlus Affiliate status cancelled and any outstanding commissions WILL be forfeited.

Company reserves the right to reject any affiliate application if in company's opinion, that person or company violates established laws or commonly held standards of decency.

ChoicePlus Affiliate who ignores warnings to cease and desist any activities Company deems negligent, inappropriate, or harmful to Company and or other affiliates will be terminated.

ORDER PROCESSING

All of Company's rules, operating procedures and policies regarding client applications and requests will apply to orders Company receives through special links on ChoicePlus Affiliate's site. We reserve the right to reject any request that does not comply with our rules, operating procedures and policies.

Every client who receives services or financing through this program is deemed to be a Company's client. ChoicePlus Affiliate does not have the authority to make or accept any offer on Company's behalf. All our policies regarding client's service and financing



requests, including program availability, pricing and problem resolution, will apply to these clients. Company is not responsible for any representations made by ChoicePlus Affiliate, which contradict Company's policies.

TRACKING OF SALES

Company will be solely responsible for tracking sales we make to clients who follow links from Affiliate website. Company uses AffiliateShop.

Statements of ChoicePlus Affiliate's sales activity will be available to ChoicePlus Affiliate in "realtime" with a special URL that Company assigns to ChoicePlus Affiliate. Accessible 24 hours per day and 7 days per week. ChoicePlus Affiliate may access these stats via a password and username Company assigns.

Only two entities may access ChoicePlus Affiliate stats and affiliate information. That would be ChoicePlus Affiliate and Company.

LINKS

Company will provide ChoicePlus Affiliate with a unique identifying URL for ChoicePlus Affiliate to link to. Each sale or referral that is generated from this URL will be attributed to the ChoicePlus Affiliate. ChoicePlus Affiliate will have access to your own private section to check your stats in Real Time. Affiliate links to the unique URL can be text links or banner links, or a combination of the two, at ChoicePlus Affiliate's sole discretion. If ChoicePlus Affiliate chooses banner links, affiliate must use Company banners. Company will provide ChoicePlus Affiliate with a URL of all our banners, from which ChoicePlus Affiliate can freely choose. Choice Plus Affiliate may add as many links to Company, or remove such links, at anytime and without prior approval from Company.

Company will provide ChoicePlus with instructions on how to properly format the links. ChoicePlus Affiliate is responsible for ensuring the links are formatted correctly. This will ensure accurate tracking of sales for credit to ChoicePlus Affiliate's account. Every effort will be made to ensure that Company's site is functional and available for customers referred to Company's site through your "affiliate link".

Company has NO responsibilities with regard to ChoicePlus Affiliate site. Company shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or the program. In addition, Company's aggregate liability arising under or with respect to this agreement or the program shall in no event exceed total referral fees paid or payable to the ChoicePlus Affiliate under this agreement.

6. Independent Contractor. ChoicePlus Affiliate acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of Company.



ChoicePlus Affiliate shall have no authority to bind or otherwise obligate Company in any manner nor shall ChoicePlus Affiliate represent to anyone that it has a right to do so. ChoicePlus Affiliate further agrees that in the event that Company suffers any loss or damage as a result of a violation of this provision ChoicePlus Affiliate shall indemnify and hold harmless Company from any such loss or damage.

ChoicePlus Affiliate represents and warrants to Company that there is no employment contract or other contractual obligation to which ChoicePlus Affiliate is subject, which prevents ChoicePlus Affiliate from entering into this Agreement or from performing fully ChoicePlus Affiliate's duties under this Agreement.

7. Term of the Agreement. The term of this agreement will begin upon Company's acceptance of your ChoicePlus Affiliate program application and will end when terminated by either party. Either ChoicePlus Affiliate or Company may terminate this agreement at any time, by giving the other party written notice of termination. This will be in the form of "email". ChoicePlus Affiliate can only earn referral fees on sales occurring during the term. Company will never withhold any payment due. Payment of monies owed ChoicePlus Affiliate will be payable on the same schedule as stated above for commission payment. Upon termination of this agreement, the former ChoicePlus Affiliate must remove all Affiliate links and graphics from its web site, refrain from publishing same in any manner whatsoever, and stop using the self-replicating webpage.
8. Assignment. The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties.
9. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between Parties with respect to Client submitted to Company. Both Parties agree that no representations, inducements, promises, or agreements, oral or otherwise, have been made or relied upon by any party or anyone acting on behalf of any party, which are not embodied herein. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

This Agreement is enforceable in the Courts of the State of Florida, Pinellas County, United States of America, and the signing parties hereby accept such selected jurisdiction as the exclusive venue for the resolution of any dispute if mediation or arbitration does not result in resolving issues. The duration of the non-disclosure part of this Agreement shall perpetuate for 10 (ten) years from the effective date first stated herein.

In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the



suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10. Facsimiles. A facsimile of this document shall be deemed and considered as an original, binding and enforceable document.

Dated as listed above.

CHOICEPLUS AFFILIATE:

Signature: _____

Print: _____

COMPANY:

Signature: _____

Print: _____

PLEASE, FAX TO 727-565-4091.