

**iComplyNow a unit of ITLNOW, Inc.
COMPLIANCE PARTNER PROGRAM**

Pre Qualifications:

1. The person/organization must purchase "The Essential Guide for 201CMR17 00 Compliance" and feels that the guide and documents assisted in the process of preparing their own "WISP".
2. The person or organization will in good faith conduct and use best practice rules.
3. The organization services the community with these or similar goals:
 - a) Creates a community of trustworthiness
 - b) Encourages and supports best practices
 - c) A role model for the local community
 - d) Practices good standards in the marketplace

Instructions:

- Please print this agreement which also includes the application
- Complete the application by signing and faxing the complete document which includes:
 - a) Legal agreement
 - b) Application
- Allow 1- 2 weeks for the approval process
- You will receive a congratulation letter if approved
- If approved, we will request that the proper paperwork is on file; corporation's w9 and if doing business as a copy of their social security and license as well.

Legal or DBA Name: _____

Address: _____

City: _____

State and Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Website Address: _____

Sales Tax ID: (EIN or SS number) _____

Number of employees: _____

Number of sites if applicable: _____

Internal Use:

Partner ID (coupon code): _____

iComplyNow a unit of ITLNOW, Inc.
COMPLIANCE PARTNER AGREEMENT
(REFERRAL FEE PARTNER PROGRAM)

THIS AGREEMENT is dated this _____ of _____ 2009, between iComplyNow a unit of ITLNOW, Inc., (“iComplyNow”), and _____ “Compliance Partner”).

1. A **Compliance Partner** agrees to comply with all laws and regulations and iComplyNow administrative and personnel policies applicable to services provided under this Agreement.
2. iComplyNow engages Compliance Partner, and Compliance Partner accepts such engagement to provide Services as follows:
 - Referring Customers to the website portal of www.iComplyNow.com whereby the customer enters the Compliance Partner’s assigned “**Coupon Code**”.
3. As compensation for referring customers to iComplyNow, the Compliance Partner shall be compensated as follows:

The referral fee shall be calculated as _____ per cent (_____%) of the net price of the product(s) sold by iComplyNow as a direct result of a referral. Net value shall exclude sales tax, and shipping and handling. The referral (customer) must enter a valid Compliance Partner Coupon Code, at time of purchase. Discount Codes supersedes a Coupon Code at check out. NO referral fee will be paid if a discount code is used.

The referral (customer) must purchase all products on-line at iComplyNow’s portal and, at checkout, must enter the Compliance Partner’s coupon code and accept the terms and conditions of the Terms of Services and the User License Agreement for the product purchased.

4. **Coupon Code** is assigned to a Compliance Partner upon acceptance of the terms and conditions of this agreement by both parties.
5. Within thirty (30) days after a monthly reconciliation of referral fees due, iComplyNow shall remit the applicable referral fees and supporting transactions to the Compliance Partner.
6. Placement of advertisements and referral methods for IComplyNow is at the sole discretion of the Compliance Partner. However, in order to solicit sales, the Compliance Partner shall not make promises or issue any warranty either expressed or implied pertaining to the products or services offered by iComplyNow unless authorized in writing by iComplyNow to do so.
7. The Compliance Partner may use iComplyNow's trademarks with prior approval, send all requests to pr@icomplynow.com for the sole purpose of promoting iComplyNow's products or services. Any such use shall be in accordance with iComplyNow's trademark policies. It is expressly understood

that this referral agreement does not grant the Compliance Partner any interest in iComplyNow's trademarks or any other intellectual property rights.

8. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Compliance Partner position itself as affiliated to iComplyNow, except as an independent referrer. In view of this independent relationship the Compliance Partner shall not enter into any agreements on behalf of iComplyNow, shall make no warranty either expressed or implied on behalf of iComplyNow and shall not incur any expenses on behalf of iComplyNow.
 - A. Compliance Partner shall be responsible for payment of all his/her own and any Compliance Partner employees' social security tax and any and all other federal, state, or local income or other taxes.
 - B. Compliance Partner and/or his/her employees shall not be entitled to participate in any plans, agreements or benefits maintained by iComplyNow relating to retirement, health, disability, life insurance or any other benefits.
 - C. Compliance Partner may NOT provide similar services (publishing their own guide, tools material) to other organizations.
 - D. Compliance Partner shall submit to iComplyNow a completed Federal Form W-9 upon acceptance of the terms and conditions of this agreement by both parties. Compliance Partner shall maintain evidence of general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate for claims of bodily injury, death, or property damage caused by negligent acts, errors or omissions relating to the performance of any independent services under this Agreement.
9. This referral agreement does not grant exclusive rights to the Compliance Partner to act as referrer on behalf of iComplyNow and the Compliance Partner shall have no rights under any other agreements entered into by iComplyNow with other Compliance Partners.
10. The Compliance Partner agrees not to disclose any confidential information pertaining to iComplyNow's products or services nor that of prospective or existing customers to any third party. The Compliance Partner may do follow-up inquiries with its referred customers to confirm their purchase and to gather feedback about their experience with iComplyNow's products or services as supplied.
11. iComplyNow, a unit of ITLNOW, Inc., directors, Employees, Agents, Sub-Contractors, and representatives DO NOT guarantee, warranty or provide legal representation for software, advice, consulting, other products or services relating to compliance with: federal, city, state, industry or any similar law or any foreign equivalent. Please consult with your attorney for best business practice rules, guidelines laws.
12. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Upon termination by either party all outstanding referral fees due to the Compliance Partner at that time shall be settled in full within thirty (30) days.
13. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

14. Compliance Partner shall indemnify and hold harmless iComplyNow, a unit ITLNOW, and its officers, employees and agents from and against any claim, loss, damage, employment taxes, costs, or any other expenses arising out of or related to the performance or nonperformance by Compliance Partner of any Services performed by him/her or any employees of Compliance Partner under this Agreement.
15. This Agreement shall not be modified, amended or any provision(s) waived except by a further written document signed by the Compliance Partner and iComplyNow. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
16. This Agreement shall be governed by Massachusetts law. This Agreement shall not be assignable by Compliance Partner.
17. ICOMPLYNOW MAKES NO WARRANTIES AND REPRESENTATIONS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WITH RESPECT TO THIS REFERRAL AGREEMENT.
18. UNDER NO CIRCUMSTANCES SHALL ICOMPLYNOW BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF ICOMPLYNOW HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL ICOMPLYNOW'S LIABILITY UNDER THIS REFERRAL AGREEMENT EXCEED THE AMOUNT OF THE REFERRAL FEE FOR THE ICOMPLYNOW ACCEPTED ORDER
19. This agreement constitutes the whole agreement between the parties and any changes must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first day above written.

iComplyNow a unit of ITLNOW, Inc.
 622 George Washington HWY Ste. 603
 Lincoln, RI 02865
 Phone: 401-349-2135
 Email: ravila@itlnow.com
 Roy M. Avila
 President

Compliance Partner Co. Name
 Address
 City, State Zip Code
 Phone:
 Email:
 Compliance Partner Name
 Title:

 Authorized Signature
 Date:

 Authorized Signature
 Date: