

# Amendment 16

## INVOICING SERVICES

117 West Avenue  
Elkins Park, PA 19027-2016

215-703-7702

www.AmendmentSixteen.com  
info@AmendmentSixteen.com

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### Agreement For Invoicing Services

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among Amendment 16, Limited. ("**AMENDMENT 16**"), 117 West Avenue, Elkins Park, Pennsylvania, 19027, and

\_\_\_\_\_ ("**Affiliate**"), an individual residing at

\_\_\_\_\_ ("**the Parties**"). This Agreement shall continue for each calendar year for which Affiliate requests Invoicing Services, as described below.

1. **Preparation of Invoices.** In consideration for the fees provided in the attached Fee Schedule, AMENDMENT 16 shall prepare and mail an invoice for time and expenses reported by Affiliate to Affiliate's Client.

a. **PAYMENT OF FEES.** The invoiced party shall be instructed to pay Affiliate's fees directly to AMENDMENT 16; said fee, minus AMENDMENT 16's invoicing service fee and other applicable charges, shall be forwarded to Affiliate in the form of a check paid to the order of Affiliate within three days of deposit and clearance of the received fees by AMENDMENT 16's depository bank. **AMENDMENT 16 shall be responsible for preparing said invoices only upon receipt of time and expense reports by Affiliate.** There is no limit to the number of invoices that may be prepared within any one calendar year.

b. **SUBMISSION OF TIME AND EXPENSE REPORTS.** Affiliate may submit time and expense reports for invoicing either by telephone, e-mail, or in writing. All telephone submissions shall be confirmed in writing and signed by Affiliate before AMENDMENT 16 forwards funds to Affiliate

c. **DELINQUENT ACCOUNTS.** Should any invoiced party fail to remit payment in an amount sufficient to include AMENDMENT 16's invoicing service fee, within one hundred eighty (180) days of the invoice date, AMENDMENT 16 shall have the option of deducting said fee, not to exceed Twenty Dollars (\$20.00) per invoice, from any other invoice prepared on behalf of Affiliate, or to bill Affiliate directly for said fee.

d. **INSURANCE CLAIMS NOT PROCESSED.** AMENDMENT 16 shall **not** be responsible for completing or submitting any insurance claim forms, or for obtaining any insurance reimbursement related to the coverage of Affiliate's services, on behalf of Affiliate, Affiliate's Client, or other party. Neither shall AMENDMENT 16 be responsible for advising Affiliate or any other party of the applicability, availability or existence of said insurance.

2. **Taxes and Withholding.** Affiliate shall provide to AMENDMENT 16 his or her Social Security Number or Tax Identification Number and all necessary information regarding Affiliate's tax status, including Affiliate's status as an "independent contractor" or "employee," as indicated below:

o Social Security Number/Tax ID: \_\_\_\_\_

o Check one and initial:     \_\_\_\_ Employee (i.e. W-4)  
  \_\_\_\_ Independent Contractor (i.e., 1099)

a. If Affiliate represents to AMENDMENT 16 that s/he is not an independent contractor, then AMENDMENT 16 will withhold all federal and state taxes in accordance with applicable laws.

b. If Affiliate represents to AMENDMENT 16 that s/he is an independent contractor, then at Affiliate's option (indicated below), AMENDMENT 16 will withhold federal and state income taxes on behalf of Affiliate. Affiliate chooses to have AMENDMENT 16 withhold the following taxes:

\_\_\_\_ federal income tax

\_\_\_\_ state income tax

c. For the purposes of this Agreement, Affiliate's tax year shall be the same as the calendar year in which any invoice is prepared by AMENDMENT 16. If Affiliate chooses to have any taxes withheld by AMENDMENT 16, he/she shall provide to AMENDMENT 16 a completed Internal Revenue Form W-4 to AMENDMENT 16 for each tax year. AMENDMENT 16 will calculate the amount of tax to be withheld, based on the information provided on Affiliate's Form W-4. AMENDMENT 16 will not withhold county, city or any other local tax. All amounts withheld by AMENDMENT 16 shall be held in a non-interest bearing escrow account and shall be paid to the appropriate government agency according to such schedules as applicable law requires.

d. Neither AMENDMENT 16 nor its Accountant shall be responsible or liable for determining the status of Affiliate as an "employee" or "independent contractor" of Affiliate's Client or of any other entity. Affiliate and/or Affiliate's Client are fully liable for properly identifying Affiliate's tax status and reporting same to AMENDMENT 16 and its Accountant for purposes of federal and state tax laws; further, AMENDMENT 16 shall have the right to rely on all information provided by Affiliate or Affiliate's Client and shall be indemnified by Affiliate's Client and Affiliate jointly and severally for any expense, loss or damages, including costs and legal fees, resulting from said reliance.

3. **Additional Benefits to Affiliate.**

a. **INSURANCE.** At Affiliate's request and at no additional cost to Affiliate, AMENDMENT 16 will provide the name and telephone number of an independent insurance agent, Chartered Financial Planner ("CFP"), or other similar professional, for Affiliate to contact to obtain information with respect to policies of disability insurance, Workman's Compensation insurance, liability insurance, medical and dental insurance and/or life insurance, for which Affiliate may be eligible. AMENDMENT 16's service shall be strictly limited to providing said contact and there shall be no duty or liability of AMENDMENT 16 for assessing Affiliate's insurability or any other matter whatsoever with regard to insurance.

b. **REFERRAL COMMISSION.** AMENDMENT 16 will pay Affiliate a Referral Commission for introducing AMENDMENT 16 to a person or entity who uses AMENDMENT 16's services; see attached Fee Schedule.

4. **Nondisclosure.** Unless otherwise expressly authorized by Affiliate's Client below, to the extent allowable by law, AMENDMENT 16 shall not knowingly disclose the name of Affiliate, Affiliate's Client, this Agreement, or information reported to AMENDMENT 16 to the extent allowable by law, to any commercial entity known to have an interest in competing with Affiliate's Client for Affiliate's services and shall use its best efforts to ensure that its agents, employees and independent service providers are instructed not to disclose same.

Affiliate's Client and Affiliate hereby acknowledge that certain entities, including but not limited to independent professionals providing services to AMENDMENT 16 (e.g., accountants) and government agencies (e.g., the Internal Revenue Service) may have access to the information generated pursuant to this Agreement and that AMENDMENT 16 cannot ensure or guarantee nondisclosure resulting from said access.

5. **Liability Disclaimer.** AMENDMENT 16's obligations under this Agreement are limited to the invoicing services specified herein and expressly exclude any legal, medical or other professional services. Even though payroll taxes may be withheld as though Affiliate were an employee of AMENDMENT 16, Affiliate is not, and is not in any way to be deemed, an "employee" of AMENDMENT 16. Affiliate and/or Affiliate's Client are fully responsible, jointly and severally, for services provided by Affiliate to his or her Customers and hereby expressly indemnify AMENDMENT 16 against any claims, notices, losses or damages of any nature whatsoever that may be made against AMENDMENT 16 for services not covered by this Agreement.

6. **Non-Assignability; AMENDMENT 16 Corporate Authority.** This Agreement may not be assigned by Affiliate or Affiliate's Client to any other entity without prior written consent of all Parties. Only corporate officers or persons expressly authorized by the Board of Directors of AMENDMENT 16 may enter into this Agreement on behalf of AMENDMENT 16.

7. **Notices.** Any notice required or permitted under this Agreement by one Party to another shall be in writing and given by first class mail, registered or certified mail, postage prepaid, to the address indicated at the head of this Agreement.

8. This Agreement may be terminated or modified by any Party by providing sixty (60) days written notice to the other Parties. Modification of the Agreement requires, in addition, written approval by all Parties before any modification becomes effective.

IN WITNESS WHEREOF, the Parties have signed this Agreement, effective the date first written above.

Signed: \_\_\_\_\_

Name of Affiliate: \_\_\_\_\_  
[print or type]

E-mail (optional): \_\_\_\_\_  
[print or type]

Signed: \_\_\_\_\_

for AMENDMENT 16: Ken V. Krawchuk, President

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## FEE SCHEDULE

### I. INVOICING SERVICES

For each remittance AMENDMENT 16 receives from an invoiced party, AMENDMENT 16 will charge and withdraw from the amount paid to Affiliate ten percent (10%) of the total amount invoiced.

There is no additional service fee for the first five invoices that AMENDMENT 16 sends to any invoiced party within a single calendar month. However, there is an additional charge of Ten Dollars (\$10.00) for the sixth and each subsequent invoice sent in that calendar month, due when each invoice is paid.

If AMENDMENT 16 withholds taxes for Affiliate, an amount equal to the total of those taxes and AMENDMENT 16's fees, plus a certain percentage of all invoices for the state-mandated Workman's Compensation insurance, shall be withdrawn by AMENDMENT 16 for each check issued by AMENDMENT 16 to Affiliate. The percentage withdrawn for Workmen's Compensation insurance shall be calculated according to standardized formulas as required by prevailing law.

Should any invoiced party fail to remit payment in an amount sufficient to include AMENDMENT 16's invoicing service fee, within one hundred eighty (180) days of the invoice date, AMENDMENT 16 shall have the option of deducting said fee, not to exceed Twenty Dollars (\$20.00) per invoice, from any other invoice prepared on behalf of Affiliate, or to bill Affiliate directly for said fee.

### II. REFERRAL COMMISSION FOR AMENDMENT 16 SERVICE

AMENDMENT 16 will pay to any person finding a new Affiliate for AMENDMENT 16's invoicing services an annual commission equal to one percent (1%) of the first Thirty Thousand Dollars (\$30,000) invoiced and received through AMENDMENT 16's services in each calendar year; said commission shall be payable in the February of the calendar year after AMENDMENT 16's service fee has been withdrawn from the new client's account.

### III. ADDITIONAL BENEFIT FOR USING AMENDMENT 16 SERVICE

If Thirty Thousand Dollars (\$30,000) or greater is invoiced and received on behalf of Affiliate through AMENDMENT 16's services in a single calendar year, at no cost to Affiliate AMENDMENT 16 will retain a professional tax preparation service to prepare Affiliate's personal Federal and State income tax forms during the first four months of the calendar year following the calendar year AMENDMENT 16's associated service fee has been received from Affiliate.