

GENERAL AGREEMENT

By this agreement, _____ ("Client"), through a referral from PayVision Online, agrees to designate CFO Resources, Inc. ("CFO"), 521 Executive Drive, Princeton, NJ as its exclusive agent in providing operational services for Federal and State Jobs Tax Credit and Tax Savings Programs. These services comprise of Work Opportunity Jobs Tax Credits, Empowerment Zone, Enterprise Community, Welfare to Work and such other program or programs that the parties agree in writing to include, are more fully described in Attachment A ("services").

CFO agrees to do the following as it relates to services.

1. Client Orientation - review program with management along with its impact to the bottom-line.
2. Procedures - review procedures with applicable personnel
 - Payroll Department
 - Assurance that required forms are completed
 - Coordination of required paperwork
3. Coordination with all departments and government authorities as necessary
4. Timely updates on progress of any program in process.
5. Issue quarterly, semi-quarterly, and/or annual reports containing information, progress to date, and documentation required to support tax filings

FEES

In consideration of the services to be rendered, the client shall pay CFO a sum equal to 25% of all credits and tax savings identified. Client understands that tax credits mean the total amount of credits identified, documented and certified by the appropriate taxing authority. Client also understands that the fee is due to CFO once the credits have been certified, whether used currently by client or not.

BILLING

CFO will calculate credits due client on a monthly basis and client shall be billed its fee on a monthly basis. Payment will not be required unless appropriate certifications and/or requested documentation have been secured to support the applicable tax savings, refunds or credits.

Payment will be due within 15 days of invoice date. Late charges will be assessed at the rate of 18% per annum.

TERM

This agreement shall start on the date of signing and continue until cancelled by either party. CFO will complete all credits/refunds or savings that were in process as of the date of termination and client agrees that it will be responsible for the associated fees on those credits.

CONTROLLING LAW

This agreement shall be subject to and shall be interpreted according to the laws of the state of New Jersey and both parties agree to the jurisdiction thereof.

ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties and supersedes all prior written or verbal agreements or representations. In witness thereof the parties hereto have executed this agreement as of the latest date signed:

CFO Resources, Inc

By: _____

Title: President

Print Name: Kenneth P. Brice

Date: _____

Client Name: _____

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT A

SERVICES

CFO Resources, Inc. will provide the following services for client

Identify and certify new hires for the programs described below. File applicable reports to collect tax credits and forward same to client for the below programs.

Federal Programs

Welfare to Work Program – created as part of the Tax Payer Relief Act of 1997, this Federally Funded, State Administered program is intended to offer incentives to employers to hire members of families that have been long-term assistance recipients.

The program runs for two years on all eligible new hires and pays a maximum credit of \$3,500 for the first year and \$5,000 for the second year, depending on the earnings of the eligible party.

Work Opportunity Tax Credits - was originally signed into law as part of the Small Business Job Protection Act of 1996. This program is for employees who fall within 8-targeted groups as defined by the federally funded program.

The program runs for one year with a maximum credit of \$2,400.

Empowerment Zones, Enterprise Communities, and other distressed communities - these programs are designated to give employers credits for hiring employees who live in a distressed community as designated by the Federal Government. These credits are annual and max at \$3,000 per employee.

State Programs

Upon confirmation of the various states involved, we will research and apply for all employer state credits that are applicable to new hires.