



ACN, Inc.
32991 Hamilton Court
Farmington Hills, MI 48334
Phone: (248)699-4000 Fax (248) 489-5883

INDEPENDENT REPRESENTATIVE AGREEMENT

Office
Use Only

Date Entry

Date

Applicant Information

PLEASE TYPE OR PRINT CLEARLY

Representative Type (Circle One)

Individual

Company

Last Name	First Name	Middle Initial	Home Telephone	Social Security #	Birthdate of Applicant
Company Name (if applicable) (State stamped copy of paperwork required)			Business Telephone (if applicable)	Federal Tax I.D.# (if applicable)	Birthdate of Principal
LIST NAME OR COMPANY, NOT BOTH.					
Mailing Address (No P.O. Boxes please)		City	State	Zip Code	E-mail Address

Sponsor Information

Last Name/Company Name	First Name	Middle Initial	Telephone	Representative I.D.
(Sponsor's Sponsor) Last Name/Company Name	First Name	Middle Initial	Telephone	Representative I.D.

☐ Personal Check (make payable to ACN)

☐ Cashier's Check

☐ Money Order

☐ American Express, Discover, MasterCard or Visa

☐ \$99 - OPTIONAL CUSTOMER REPRESENTATIVE - I elect to participate at the Optional Customer Representative Position

☐ \$499 TEAM TRAINER - I elect to participate at the Optional Team Trainer Position.

I, the undersigned, authorize ACN to charge the credit card account listed below and acknowledge that I have legal authority to enter into this agreement, I have carefully read the terms and conditions and acknowledge this by signing at the bottom of the page.

Signature

Printed Name

Credit Card Account Number

Expiration Date

I understand that there is no requirement beyond filing of this application and no purchase of sales or training materials are required to become an Independent Representative other than the purchase of a Sales Kit, which is sold at ACN's cost. My advancement to higher levels in the ACN marketing plan is based solely upon the acquisition of customers and telecommunications usage. I acknowledge that any purchase of sales aids, training materials or training is strictly voluntary. I also understand that if I choose to sponsor others to participate in ACN's marketing plan, I will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I will be compensated based upon the activities of other Independent Representatives (IR's) only to the extent of sales made by them to end customers.

Terms

For the purpose of these Terms, American Communications Network, Inc., its parents, subsidiaries and affiliates shall be referred to as "ACN".

- I, the undersigned Applicant, affirm that I am of legal age in the state of execution of this Agreement.
- I understand that this Agreement is not binding until received and accepted by ACN. I agree to timely pay for any products, materials, services or other items that I purchase from ACN. In the event that I am delinquent with respect such payments, I acknowledge that ACN may offset such debt from any monies owing to me under its Compensation Program.
- I agree that I am an IR responsible for my own business and not an agent, legal representative or employee of ACN or any party with whom ACN transacts or contracts business. I agree that I will not be representing in any manner, that I am an agent, representative, legal representative or employee of ACN or any party with whom ACN transacts or contracts business and will not be treated as an employee for purposes of any Federal, State or local statute, regulation, ordinance or other law.
- I may terminate this Agreement for any reason, at any time, by giving ACN prior written notice at its address of record. ACN may terminate this Agreement pursuant to its Policies and Procedures or in the event that I breach any part of this Agreement.
- Upon request or written notice of termination of this Agreement pursuant to the procedures set forth by Paragraph 4 within one (1) year from the date of purchase, ACN shall repurchase the Marketing Kit, (valued at \$50.00), less a 10% restocking fee, provided that, the Marketing Kit is returned to ACN in a useable resalable condition.

Notice of Cancellation

PLEASE SEE REVERSE SIDE FOR ADDITIONAL TERMS

I may cancel this transaction, without penalty or obligation, for full refund, within ten (10) business days from the date of this Agreement, exclusive of the date of signing or if processed electronically the date of this Agreement is submitted to ACN for processing. I understand that if I cancel after the ten (10) business day period, I am not entitled to a full refund. This limitation may not be applicable to Georgia residents. If I cancel within the ten (10) business days from the date of this Agreement, any payments made to me under this Agreement and any instrument executed by me will be returned within ten (10) business days following receipt by ACN of my Cancellation Notice. If I cancel, I must make any literature or materials I have received available for return to ACN in substantially as good condition as when received. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally to ACN a signed, dated copy of a Notice of Cancellation or send a telegram to: American Communications Network, Inc., 32991 Hamilton Court, Farmington Hills, MI 48335. If cancellation occurs after ten (10) business days from the date of this Agreement Item #5 above applies.

Terms

I hereby apply to become an Independent Representative for American Communications Network, Inc. (ACN) and have carefully read and agree to abide by all terms and conditions of this Agreement, the Marketing Plan, the Compensation Plan and the ACN Policies and Procedures which are incorporated by reference herein.

KIT RECEIVED

☐ YES

☐ NO

If Yes, Place Kit Barcode Here

PLEASE SEE ITEMS #4 & #5 FOR IMPORTANT CANCELLATION INFORMATION

Applicant Signature

Date

Applicant's Printed Name

6. ACN's renewal fee commences after your first anniversary date. The annual fee is for services provided by ACN which include but are not limited to tracking of personal customers, tracking of downline IR's and accounting services. There is a fee to process all checks. You will receive your renewal application 30 days prior to your anniversary date. Renewal application and fee must be received by ACN no later than 30 days after your anniversary date or deactivation of your selected position will occur, resulting in the forfeiture of bonuses, commissions or other payments from ACN.
7. I acknowledge that ACN is not affiliated with any telecommunications carrier company with whom it transacts or contracts business and that my IR relationship is with ACN and not with any telecommunications carrier company with whom ACN transacts or conducts business.
8. I agree that as an IR, this Agreement with ACN grants me the limited authority to promote and sell the telecommunication products and services, which ACN markets on behalf of such telecommunications carrier companies, subject to the terms and conditions established by said carriers and/or ACN from time to time. I understand and agree that during the term of my Independent Representative Agreement with ACN, I may not be employed by or become a representative, agent or distributor with any telecommunications, cellular or paging carrier who is under a contractual relationship with ACN. I understand that in the event I choose not to abide by this restriction, ACN may terminate my distributorship as well as any current and future payments of any kind which may otherwise be owing to me.
9. In the process of selling or otherwise promoting the telecommunication products or services of the various telecommunications carrier companies, I agree that I, as an IR, will operate in the lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the various relationships between the said carriers, ACN or me and the telecommunication products or services. I specifically acknowledge that I shall not engage in the slamming of a customer. I understand that during any investigation by ACN with respect to my breach of this Agreement and/or ACN's Policies and Procedures, my distributorship may be suspended by ACN and any payments which may be otherwise owing to me shall be escrowed until final resolution has been achieved. I acknowledge that in the event of my violation of this Agreement and/or ACN's Policies and Procedures my distributorship rights may be terminated without further receipt of commissions or payments of any kind.
10. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products and services marketed by ACN and/or its carriers, including but not limited to, any and all permits and licenses required to perform under this Agreement.
11. Neither ACN nor any telecommunications carrier companies with whom ACN transacts or contracts business shall be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of any carrier(s) or ACN, or in the event of discontinuation or modification of a product or service by ACN or its carrier(s). I understand that the obligations of ACN and/or its carrier(s) are limited to the performance of best efforts to process customer orders for acceptance and approval of requested services.
12. I acknowledge that ACN expressly reserves all proprietary rights to the company name, logo, trademarks, service marks ("Proprietary Marks") and copyrighted materials. I understand, acknowledge and agree that any monies which I pay to ACN are in consideration of my receiving a non-exclusive license, during the term of this Agreement, to use the Proprietary Marks of ACN in conjunction with the marketing program provided to me. I further agree that I will not use ACN's Proprietary Marks in any form whatsoever except as permitted in writing by ACN or in advertising or promotional materials provided, designed or published by ACN or its carrier(s). I also acknowledge that I shall only use the Proprietary Marks of any telecommunications carrier(s) transacting business with ACN in such manner as authorized and permitted by such telecommunications carrier(s). I understand that I may not photocopy or duplicate any materials provided by or purchased from ACN or its carrier(s) without written authorization from ACN and that the unauthorized use of any Proprietary Mark, whether of ACN or its carrier(s), is a violation of federal law and this Agreement, constituting grounds for termination of this Agreement by ACN.
13. I understand that no Attorneys General of any state or other regulatory authorities ever review, endorse or otherwise approve any product membership, compensation program of any Marketing company.
14. I further agree that as an IR, I am responsible for the payment of all Federal, State, and local taxes, including, but not limited to, self-employment taxes, withholding, unemployment and Social Security taxes, Workers Compensation or any other taxes which may be required in connection with this Agreement.
15. I understand that as an IR, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and all ACN Policies and Procedures.
16. I acknowledge that ACN transacts business as a Marketing Agent for various national and regional telecommunications carrier companies which provide telecommunications products and services to end customers at rates established by ACN or its carriers from time to time and that those products, services and rates shall be subject to change without prior notice.
17. I acknowledge that I am responsible for supervising and supporting Independent Representatives of my downline. I agree to maintain regular communication in support of my downline representatives through verbal and written communications.
18. ACN shall periodically make various sales literature and/or promotion materials available. I, however, am under no obligation to purchase any quantities of those materials or literature at any time. Rather, I will have the option to order and purchase any sales literature or promotional materials which I may choose. I further agree that after the purchase and delivery of those promotional materials and sales literature, refunds shall not be allowed under any circumstances, including, but not limited to, termination of this Agreement, obsolescence of such sales literature or promotional materials, or any other reason.
19. IR's are not required to purchase any telecommunications products or services which are marketed through ACN by telecommunications carrier company. If, however, I elect to purchase any telecommunications products or services marketed through ACN on behalf of any telecommunications carrier companies, I agree to pay for such products or services in a timely manner as prescribed by carrier. If I fail to pay for any products or services so elected within thirty (30) days of the date payment is due, ACN has the right to terminate this Agreement and apply any compensation otherwise due me to the complete satisfaction of any unpaid balance for such products or services or against any indebtedness owed to me by ACN.
20. I acknowledge that I have the right to sign up as many personal customers as I wish. For each personal customer signed, I will receive a commission each month from my personal customers' telecommunications usage payments and from my network of IR's in accord with the currently valid ACN Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the ACN Marketing Program and Compensation Plan. I agree that as an ACN Sales Representative, I shall place primary emphasis upon the sale of telecommunication services to nondistributor customers as a condition of my receipt of commissions. Under certain circumstances, commission rates may be adjusted for promotional products or negotiated pricing.
21. I acknowledge that as an IR, I am not guaranteed any income nor am I assured any profits or success, and I certify that no claims or guaranteed profits or representations of expected earnings that might result from my efforts as an IR have been made by ACN or my sponsor. In this connection, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of other IR's is easy to secure or retain, or that substantially all IR's will succeed.
22. I agree to indemnify and hold ACN and its telecommunication carrier(s) harmless from any and all claims, losses, damages and expenses, including any attorneys fees, arising out of my actions or conduct in violation of this Agreement, the Marketing Plan, Compensation Plan, or any Policy or Procedure of ACN. I agree that in order to recoup any damages and expenses it has incurred due to such violation(s), ACN may offset any commissions or other payments due me. In the event a dispute arises between myself and ACN as to our respective rights, duties and obligations under this Agreement, the Marketing Plan, Compensation Plan or the Policies and Procedures of ACN, it is agreed that such disputes shall be exclusively resolved in the Circuit Court for Oakland County, State of Michigan, or Federal Court located in Detroit, Michigan. Michigan law shall apply to the resolution of all disputes.
23. Representative's residing in the States of Georgia, North Dakota, Indiana, Iowa, Michigan and West Virginia are limited to \$499.99 in purchases from the company during the first six (6) months of ACN representation. Permissible IR purchases shall automatically be modified to comply with the exemption requirements set forth in any state laws regulating business opportunities.
24. I acknowledge that I have read and fully understand the ACN Policies and Procedures, which are incorporated herein by reference and are binding upon me. I further acknowledge that ACN fully reserves its right to modify the ACN Policies and Procedures, including its Marketing Plan, Compensation Plan and Business Plan, at any time by providing me with written notification or verbal communication through the ACN Communications System (ACN Voice Mail system, Fax on Demand), Newsletter or such modifications through a letter from ACN. I understand that although I may be provided with information concerning ACN, its business, my IR status and other matters by parties other than ACN, including my sponsor and other ACN representatives, to the extent that any such information conflicts with the terms of the Agreement or the ACN Policies and Procedures, this Agreement and the ACN Policies and Procedures, shall be controlling in all cases. For purposes of this Agreement, my address as indicated on this Agreement shall be deemed to be my correct address unless and until written notification of a change of address is provided by me to ACN.
25. I acknowledge that this Agreement, and the Marketing Plan, Compensation Plan and the ACN Policies and Procedures incorporated herein by references, constitute the entire Agreement between the parties hereto, and shall not be modified or amended except in writing signed by ACN. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of the Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provision or portions thereof shall not be affected thereby.
26. In some states, fund raising activities by charitable organizations are regulated. Certain licensing and bonding requirements may therefore be required of an ACN Independent Representative in some states depending upon the manner in which the ACN program is marketed. Every ACN representative is required to investigate the laws in those states in which it is intending to market the ACN opportunity.
27. I acknowledge that the Compensation Plan is based on current products ACN is marketing and is subject to change without notice.
28. Notwithstanding termination or expiration of this Agreement, any provision hereof, which, by its context, is intended to survive the termination or expiration hereof, shall so survive.
29. I acknowledge that I will abide by the terms of the Noninterference and Nondisclosure policies of ACN, which are incorporated in the ACN Policies and Procedures and referenced herein.
30. During the term of the Independent Representative Agreement, Representatives may not, directly or indirectly, sell to or solicit telecommunication services offered by ACN through any person or entity other than that specifically designated or approved in writing by ACN. Independent Representatives shall not, during their relationship with ACN and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of ACN or its carrier(s), whether or not the Independent Representative originally procured or brought such customer to ACN (such activities are collectively referred to herein as 'Solicitation'). All telecommunications customers solicited by Independent Representatives on behalf of ACN and its carrier(s) are deemed to be customers of ACN or its carrier(s) and not of its Independent Representatives. Independent Representative understands that such nonsolicitation prohibition shall be strictly enforced and that ACN's carrier(s) shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to ACN which in turn is received by Independent Representative. Further, during the term of the Independent Representative Agreement and for a period of one (1) year thereafter, Representative may not enter into a direct marketing relationship with any carrier of ACN. During the term of this Agreement and for a period of one (1) year thereafter, ACN Independent Representatives may not solicit an ACN Independent Representative, whether active, inactive, individual or entity to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers telecommunication services. Violation of this covenant and condition will result in forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind.

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