

# Independent Representative Application and Agreement

P.O. Box 250, Brazoria, TX. 77422      • Phone: 1-877-427-8169 • Fax: 979-964-3130 • <http://www.edirectamerica.com>

**Applicant Information** (Please print clearly with blue or black ink.)

Name (If corporation, partnership, trust, or DBA, use company name, and submit a Form 101 with this application.)	Social Security or Federal Tax ID#
Contact Name	
Email Address	Co-Applicant's Social Security or Federal Tax ID#
Co-Applicant's Name (Must submit a Form 101 with this application.)	
Address (PO Box is not sufficient.)	
City	State
	Zip Code
Daytime Phone (area code and number)	Evening/Cell Phone (area code and number)
	Fax (area code and number)

**Sponsor Information**

Enroller's Name	ID#
Placement Sponsor's Name	ID#

**Account Information**

Applicant's Initials	Co-Applicant's Initials	
		<p><b>I elect to be an Independent Edirect Representative.</b> Attached with this application is payment of an application fee of \$49.95 for my initial year of participation as a Representative under the Placement Sponsor listed above. As a Representative, I will receive all of the benefits and rights associated with an Independent Edirect Representative status as described in the Policies and Procedures and in the Marketing and Compensation Plan.</p>
		<p><b>I elect the Automatic Renewal option.</b> I agree that a renewal fee of \$50.00 will be charged to the credit card listed below every year on my anniversary date as a Distributor. I may cancel this option by sending a written notice to Edirect Marketing Inc. Upon processing of my cancellation, I agree that my account will revert to the standard annual renewal. Please send cancellation of the Auto Renewal option requests to: Edirect Marketing, Representative Application Dept., P.O. Box 250, Brazoria, Texas 77422.</p>

**Upgrade Options**

Applicant's Initials	Co-Applicant's Initials	
		<p><b>I elect the Distributor Upgrade.</b> Attached with this application is payment of a non-refundable \$125.00 distributor status fee. In lieu of this payment, I understand that I may upgrade to this position also by enrolling 100 active customer accounts frontline or attain 25 active customers frontline during a calendar month. As a Marketing Representative, I will receive all of the benefits and rights associated with the Marketing Representative status as described in the Policies and Procedures and in the Marketing and Compensation Plan.</p>

**Assumed Names, Corporations, Partnerships, or Trusts** -- If your Representative business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete Edirect Marketing's Form 101 and submit it with this Application and Agreement.

By signing below, I apply to become an Edirect Representative. I certify that I am of legal age (the age of majority) for the state in which I reside. I have carefully read the terms and conditions on the back of this application and agree to abide by them.

I understand that I have the right to terminate my Representative business at any time, with or without reason. I agree that such termination must be in writing. I agree to the charges shown above being applied to my credit card or withdrawn from my checking account.

Applicant's Signature	Date
Co-Applicant's Signature	Date
Enroller's Signature	Date

By signing this Application and Agreement, I agree to fulfill the obligations of the Enrolling Sponsor of this applicant as described in the Edirect Marketing Policies and Procedures.

**Payment Information** (Check One)

Attached Check / Money Order # \_\_\_\_\_
  American Express
  VISA
  MasterCard
  Discover

Credit Card Number	Expiration Date	\$ Authorized Total Charge
Name as shown on card		

Authorization: I agree to pay all charges stated on this form and certify that I have proper authority to sign this Service Application. I agree not to hold Edirect Marketing responsible for any damages to my computer which may occur during the process of installing software necessary to connect to the Internet. I certify that I am at least 18 years of age and have read and agree to abide by Edirect Marketing's Terms and Conditions of Use on the reverse side of this form. I agree at all times to abide by Edirect Marketing's Acceptable Use Guidelines, provided to me and as modified from time to time.

Signature of credit card holder	Date
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Please fax this completed Application and Agreement to Edirect Marketing to obtain a Rep ID#. You must mail the completed signed original Application and Agreement within thirty (30) days of faxing to: Edirect Marketing, Representative Application Dept., P.O. Box 250, Brazoria, Texas 77422. Promotion qualifications are not valid and no commission or bonus checks will be sent to the applicant until Edirect Marketing receives the signed original Application and Agreement. If the original Application and Agreement is not received by Edirect Marketing within thirty days of the date on which it is faxed, this Agreement shall automatically terminate. Your canceled check or credit card charge, and your first monthly bonus report constitute your receipt and verification that your Application has been accepted by Edirect Marketing.

\* By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Representative Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a Edirect Marketing Representative, or a partner, shareholder, or principal of any entity having a Edirect Marketing Representative business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Representative Application and Agreement may result in action by Edirect Marketing, up to and including termination of this Agreement.

**For Internal Use Only - Do not write below this line.**

Date received:	Processed by:	Date processed:
Processed in		

## Terms And Conditions

1. I understand that as an eDirect America Marketing Representative:

- a) I have the right to offer for sale eDirect America Marketing products and services in accordance with these Terms and Conditions.
- b) I have the right to enroll persons in eDirect America Marketing.
- c) I will train and motivate the Representatives in my downline marketing organization.
- d) I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- e) I will develop and service at least five active Internet access customers.
- f) In order to be eligible to receive bonuses and commissions, I will resell at least 70% of all products or services that I purchase from eDirect America Marketing. All products purchased will be for sale to or use by an end consumer, and I will not purchase any products or services solely for qualifying for overrides, commissions or bonuses.
- g) I will perform my obligations as a Representative with honesty and integrity.
- h) I will only use the sales contracts and order forms provided by eDirect America Marketing for the sales of its goods and services, and I will follow all policies and procedures established by eDirect America Marketing for the completion and processing of such contracts and orders.

2. I agree to present the eDirect America Marketing and Compensation Plan and eDirect America Marketing products and services as set forth in official eDirect America Marketing literature. I will make no claims regarding potential income, earnings, products or services beyond that stated in official eDirect America Marketing literature. I may not use, produce, create, publish, distribute, or obtain from any source other than eDirect America Marketing, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to eDirect America Marketing products, services or the eDirect America Marketing and Compensation Plan. I understand that I may not use or display any eDirect America Marketing trademarks, trade names, service marks, logos, designs or symbols except in compliance with eDirect America Marketing guidelines.

3. I agree that as a eDirect America Marketing Representative I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of eDirect America Marketing. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of eDirect America Marketing. I understand that I shall control the manner and means by which I operate my eDirect America Marketing Representative business, subject to my compliance with these Terms and Conditions, the eDirect America Marketing Policies and Procedures and the eDirect America Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF eDirect America Marketing FOR FEDERAL OR STATE TAX PURPOSES. eDirect America Marketing is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between eDirect America Marketing, Inc. and all appropriate taxing jurisdictions, and all related rules and procedures.

4. I have carefully read and agree to comply with the eDirect America Marketing Policies and Procedures and the eDirect America Marketing and Compensation Plan, both of which are incorporated into and are made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses or commissions from eDirect America Marketing. I understand that these Terms and Conditions, the eDirect America Marketing Policies and Procedures, or the eDirect America Marketing and Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official eDirect America Marketing materials and sent to all Representatives via U.S. Mail, e-mail, and newsgroup or web postings. The continuation of my eDirect America Marketing Representative business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. Upon acceptance of this application by eDirect America Marketing, I will be authorized as a Representative as of the date of this Representative Application. The term of this agreement is one year. If I fail to annually renew my eDirect America Marketing Representative business, I understand that I will permanently lose my rights as a Representative, including rights to my downline organization, bonuses and commissions pursuant to the eDirect America Marketing and Compensation Plan.

6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of eDirect America Marketing. Any attempt to transfer or assign this Agreement without the express written consent of eDirect America Marketing renders this Agreement voidable at the option of eDirect America Marketing and may result in termination of my Representative business.

7. I understand that if I fail to comply with the terms of this Agreement, eDirect America Marketing may, at its discretion, terminate my Representative business or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions, loss of all or part of my marketing organization. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due, I authorize eDirect America Marketing to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized eDirect America

Marketing to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement

8. I understand that all customers brought in by myself and my downline are my responsibility for customer service and organization building purposes, and are the basis for the receipt of my bonuses and residual commissions due to me as an independent representative for eDirect America Marketing. Upon my termination from eDirect America Marketing, either voluntary or involuntary, my personal responsibilities to these customers will cease, and be taken up by other organization members as set forth in the Policies and Procedures of eDirect America Marketing. All my bonuses and commissions will cease upon termination.

9. All customers I brought in and in my downline organization are the sole property of eDirect America Marketing and the company designated by eDirect America Marketing that provides any service or connectivity. Upon my termination, personal customers that I have sponsored for products and/or services offered by eDirect America Marketing, will either roll up to my nearest sponsor, or if no sponsor shall exist above me, all customers will become directly sponsored by eDirect America Marketing.

10. To the extent permitted by law, eDirect America Marketing, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for, and I release eDirect America Marketing and its affiliates from, and waive all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the eDirect America Marketing Policies and Procedures; (b) the promotion or operation of my representative business and any activities related to it (e.g., the presentation of eDirect America Marketing products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for eDirect America Marketing to operate its business including, without limitation, my enrollment and acceptance into the Compensation and Marketing Plan or the payment of Commissions or Bonuses. I agree that the entire liability of eDirect America Marketing and its affiliates for any claim whatsoever related to the relationship of eDirect America Marketing and myself, including, but not limited to, any cause of action sounding in contract, tort or equity, shall not exceed, and shall be limited to, the monetary equivalent of the products I have purchased from eDirect America Marketing under this Agreement or any other agreement that are in resalable condition.

11. This Agreement constitutes the entire contract between eDirect America Marketing and myself. Any promise, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Representative Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

12. Any waiver by eDirect America Marketing of any breach of this Agreement must be in writing and signed by an authorized officer of eDirect America Marketing. Waiver by eDirect America Marketing of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

13. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

14. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Except as set forth in the eDirect America Marketing Policies and Procedures, all disputes and claims relating to eDirect America Marketing, the Representative Agreement, the eDirect America Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Representative and eDirect America Marketing, or any other claims or causes of action relating to the performance of either an independent Representative or eDirect America Marketing under the Agreement or the eDirect America Marketing Policies and Procedures shall be settled totally and finally by arbitration in Brazoria, Texas, or such other location as eDirect America Marketing prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. If a Representative files a claim or counterclaim against eDirect America Marketing, a Representative shall do so on an individual basis and not with any other Representative or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement. All costs of any such arbitration shall be borne by the Representative bringing such action, to the extent permissible by applicable laws.