



ACN, Inc.
 1000 Progress Place
 Concord, NC 28025-2449
 Phone: (704) 260-3226
 Fax (704) 260-3652

INDEPENDENT REPRESENTATIVE AGREEMENT

Office Use Only	Data Entry	Date
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PLEASE TYPE OR PRINT CLEARLY

Representative Type
(Circle One):

Individual	Company
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APPLICANT INFORMATION *LIST NAME OR COMPANY, NOT BOTH.*

Last Name	First Name	Middle Initial	Home Telephone (with area code)	Social Security #	Birthdate of Applicant
Company Name (Proof of Company Name, Business Tax ID # or Employer ID # required)			Cellular Telephone (with area code)	Federal Tax I.D.# (if applicable)	Birthdate of Principal
Mailing Address		City	State	Zip Code	
E-mail Address					

SPONSOR INFORMATION

Last Name	First Name	Middle Initial	Telephone (with area code)	Representative I.D.
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\$499 TEAM TRAINER

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
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Select payment method: Personal Check (make payable to ACN) Cashier's Check Money Order American Express, Discover, Master Card or Visa

Credit Card Account Number	Expiration Date
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When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use this information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. In the event that your check is returned unpaid for insufficient or uncollected funds, we may electronically debit your account for the principal amount of the check.

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 Training Kit, which is sold at ACN's cost. My advancement to higher levels in the ACN Compensation Plan is based upon the acquisition of customers and telecommunications/Internet 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 Compensation 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 (IRs) only to the extent of sales made by them to end user customers. I acknowledge that if I am executing this Agreement on behalf of a company of any kind, I nevertheless remain personally responsible for the performance of all of the duties and obligations described in this Agreement.

TERMS

- 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 purchase from ACN. In the event that I am delinquent with respect to 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 Training Kit, (at a cost of \$50.00), provided that the Training Kit is returned to ACN in a reusable condition.
- 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 of 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 IRs is easy to secure or retain or that substantially all IRs will succeed.

PLEASE SEE PAGE 2 FOR ADDITIONAL TERMS & CONDITIONS

NOTICE OF CANCELLATION

I may cancel this transaction, without penalty or obligation, for a 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 this Agreement is submitted to ACN for processing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. This limitation is not applicable in Georgia or if superceded by any state law. If I cancel within the ten (10) business days from the date of this Agreement, any payments made by 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. 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: ACN, Inc., 1000 Progress Place, Concord NC 28025-2449. 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 ACN, Inc. and have carefully read and agree to abide by all terms and conditions of this Agreement including terms #7 to #23 on page 2, the Compensation Plan, the ACN Anti-Slamming Policy and the ACN Policies and Procedures which are incorporated by reference herein. **PLEASE SEE ITEMS #4 & #5 FOR IMPORTANT CANCELLATION INFORMATION**

I prefer my kit in the following language (choose one) English Kit <input type="checkbox"/> Spanish Kit <input type="checkbox"/> Korean Kit <input type="checkbox"/>	Applicant's Signature	Date
Kit Received: <input type="checkbox"/> Yes <input type="checkbox"/> No	Applicant's Printed Name	
1st page - ACN copy 2nd page - Sponsor copy 3rd page - Representative copy		

7. I understand that ACN offers various services in different markets and, based on business conditions, certain services or the markets where the services are offered may change from time to time without notice. Further, I understand that ACN strongly recommends the marketing of all available services by IRs to their prospective customers.
8. ACN's renewal fee commences after the IR's 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 IRs and accounting services. The IR can obtain a renewal application from the ACN website. Renewal application and fee must be received by ACN no later than 30 days after the IR's anniversary date or deactivation of the IR position will occur, resulting in the forfeiture of bonuses, commissions or other payments from ACN. There is a fee to process all payments made to IRs.
9. I acknowledge that my IR relationship is with ACN and not with any carrier, supplier, or service provider with whom ACN transacts or conducts business.
10. In the process of selling or otherwise promoting the products or services that ACN markets, I agree that I, as an IR, will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the various relationships between ACN, the said carrier/supplier/service provider(s) or me and the products or services. I agree not to recruit new IRs on the basis of promoting the sale of any one service offered by ACN and that I shall follow the company's recommended practices of promoting and selling all services. I specifically acknowledge that I shall not engage in the slamming of a customer.
11. 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.
12. 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 carrier/supplier/service provider(s), including but not limited to, any and all permits and licenses required to perform under this Agreement.
13. Neither ACN nor any telecommunications/Internet carrier/supplier/service provider 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 ACN or any carrier/supplier/service provider(s), or in the event of discontinuation or modification of a product or service by ACN or its carrier/supplier/service provider(s). I understand that the obligations of ACN and/or its carrier/supplier/service provider(s) are limited to the performance of best efforts to process customer orders for acceptance and approval of requested services.
14. 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.
15. I acknowledge that ACN markets products and services to end customers at rates established by ACN or its carrier/supplier/service provider(s) from time to time and that those products, services and rates shall be subject to change without prior notice.
16. 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.
17. ACN shall periodically make various sales literature, promotion materials, training and other products or services available. I, however, am under no obligation to purchase any quantities of those materials or services at any time. Rather, I will have the option to order and purchase any materials or services, which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will incur the cost of shipping said materials to ACN.
18. 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 IRs in accord with the currently valid ACN Compensation Plan. ACN reserves the right to vary or change eligibility as set out in the compensation plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the ACN Compensation Plan. I agree that as an ACN Sales Representative, I shall place primary emphasis upon the sale of telecommunications/Internet 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. I agree that any payments made to me by ACN in check form that remain uncashed by me after six (6) months from the date on the check are forfeited by me and thereafter are the property of ACN.
19. I agree to indemnify and hold ACN, its shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorneys' fees, arising out of my actions or conduct in violation of this Agreement. In the event a dispute shall arise between myself and ACN as to our respective rights, duties and obligations arising out of or relating to this Agreement, and the Policies and Procedures of ACN it is agreed that such disputes shall be exclusively resolved through binding arbitration before the American Arbitration Association pursuant to the Commercial Rules of Arbitration. The arbitration shall be held in Charlotte, North Carolina before a panel of three arbitrators, each side choosing one and then the two choosing the third. All claims hereunder must be brought within two (2) years of the date on which the facts or circumstances giving rise to the claim are alleged to have happened. The laws of the State of New York will apply to the resolution of the dispute unless otherwise agreed in writing. The award of the arbitrator shall be final and may be entered in any court of competent jurisdiction. This provision shall not restrict ACN from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.
20. I acknowledge that I have received the ACN Policies and Procedures. I understand and agree that the Policies and Procedures are binding upon me. I further acknowledge that ACN fully reserves its right to modify this Agreement, the ACN Policies and Procedures and its Compensation Plan at any time by providing me with written notification or verbal communication through the ACN website (www.acninc.com), or such modifications through other written or verbal communication from ACN. 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.
21. I acknowledge that this Agreement, the 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 as described in item 20 above. 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.
22. I acknowledge that the Compensation Plan is based on current products ACN is marketing and is subject to change without notice.
23. During the term of the Independent Representative Agreement, representatives may not, directly or indirectly, sell to or solicit telecommunications/Internet services or other products or 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/supplier/service provider(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 customers solicited by Independent Representatives on behalf of ACN and its carrier/supplier/service provider(s) are deemed to be customers of ACN or its carrier/supplier/service provider(s) and not of its Independent Representatives. Independent Representatives understand that such non-solicitation prohibition shall be strictly enforced and that ACN's carrier/supplier/service provider(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, representatives may not enter into a direct marketing relationship with any carrier/supplier/service provider 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 competing products or services. Without limiting in any way ACN's right to pursue all rights and remedies available to it, violation of this covenant and condition will result in, but is not limited to forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind.