



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

# INDEPENDENT REPRESENTATIVE AGREEMENT

Office  
Use Only

Data Entry

Date

**PLEASE TYPE OR PRINT CLEARLY**

<b>APPLICANT INFORMATION</b>			Representative Type (Circle One):		Individual	Company
<b>LIST NAME OR COMPANY, NOT BOTH.</b>						
Last Name	First Name	Middle Initial	Home Telephone ( ) - -	Social Security # - - -	Birthdate of Applicant - - -	
Company Name (Proof of Company Name, Business Tax ID # or Employer ID # required)			Business Telephone (if applicable) ( ) - -	Federal Tax I.D.# (if applicable) - - -	Birthdate of Principal - - -	
Mailing Address (Training Kit cannot be sent to a P.O. Box)			City	State	Zip Code	
E-mail Address						

<b>SPONSOR INFORMATION</b>				
Last Name	First Name	Middle Initial	Telephone ( ) - -	Representative I.D. - - - - -

\$499 TEAM TRAINER       \$99 CUSTOMER REPRESENTATIVE

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 \_\_\_\_\_

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 \_\_\_\_\_

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/utilities 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.

### 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 I 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 useable and resalable 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.

### NOTICE OF CANCELLATION PLEASE SEE PAGE 2 FOR ADDITIONAL TERMS & CONDITIONS

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 is 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. 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: ACN, Inc., 32991 Hamilton Court, Farmington Hills, MI 48334. 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 #26 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"/>	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      Rev. 1203 ©acninc2003-US/Eng

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/utilities/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. I further agree that after the purchase and delivery of those materials and services, 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, except as required by applicable state laws, or any other reason.
18. Independent Representatives are not required to purchase any products or services that ACN markets. If, however, I elect to purchase any products or services marketed by ACN, I agree to pay for such products or services in a timely manner as prescribed by ACN or its carrier/supplier/service provider. 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.
19. 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 based on the usage of services or the purchases of products marketed by ACN and from my network of IRs 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 Compensation Plan. I agree that as an IR, I shall place primary emphasis upon the sale of services and products to nondistributor customers as a condition of my receipt of commissions. ACN reserves the right to adjust commissions for promotional plans, products, affinity programs, group contractual agreements, negotiated pricing and certain services.
20. I agree to indemnify and hold ACN, its shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement. In the event a dispute shall arise between myself and ACN and/or ACN Energy 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 Southfield, Michigan before a panel of three arbitrators, each side choosing one and then the two choosing the third. Michigan law 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.
21. Representatives residing in the States of Georgia, North Dakota, Indiana, Iowa, Michigan and West Virginia shall not be required to make an initial payment of more than \$499.99 for any level they choose to enter 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.
22. 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](http://www.acninc.com)), Voicemail System, Fact-on-Demand System, Newsletter 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.
23. 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 22 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.
24. I acknowledge that the Compensation Plan is based on current products ACN is marketing and is subject to change without notice.
25. During the term of the Independent Representative Agreement, representatives may not, directly or indirectly, sell to or solicit telecommunications/utilities/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. 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.
26. Agreement for Marketing Natural Gas for Delivery in Georgia:
  - I will use only the materials provided to me by ACN, Inc. I will not modify them or make any written materials of my own.
  - If the answers to questions of potential customers do not appear in the written ACN materials, I will refer enquirers to ACN Energy Representatives who are available at the toll-free telephone number and to the Internet and mail addresses provided to me by ACN.
  - NO SLAMMING. Any slamming will result in immediate termination.
  - I certify that I have read the foregoing, that I have received specific training, information and forms for marketing natural gas for delivery in Georgia, and that I agree to be bound by the foregoing terms and conditions.