

# Independent Representative/Customer Agreement



## Applicant Information

Last Name	First Name	Middle Initial	Home Telephone	Social Security #	Birth Date of Applicant
Company Name			Business Telephone	Federal Tax ID #	Mother's Maiden Name
Mailing Address			City	State	Zip Code
Email Address			Fax Telephone		Net Lifestyles, Inc. ID #

## Sponsor Information

Company Name/Last Name	First Name	Middle Initial	Home Telephone	Net Lifestyles, Inc. ID #
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## Payment Information

<input type="checkbox"/> <b>Customer Representative</b> – I elect to participate at the Optional Customer Representative Position (\$75.00) <input type="checkbox"/> <b>Optional Executive Services Program</b> – I elect to participate in the Executive Services Program (\$245.00) <input type="checkbox"/> <b>Optional Area Training Consultant</b> – I elect to become an Area Training Consultant (\$395.00). (\$245.00) in LA, OK, SC, SD, WA, ME, UT, and \$199 in NC and CT <input type="checkbox"/> <b>Regional Training Consultant</b> – I elect to become a Regional Training Consultant (\$200.00). <input type="checkbox"/> <b>Lifestyle Training System</b> – I elect to participate with the Lifestyle Training System at a monthly fee of (\$15.00) <input type="checkbox"/> <b>Internet Access</b> – I elect to participate with the Internet Access at a monthly fee of (\$19.95) <input type="checkbox"/> <b>Website Hosting</b> – I elect to participate with the website hosting at a monthly fee of (\$30.00) with a one time setup fee of (\$20.00) <input type="checkbox"/> <b>Domain Name Registration</b> – I elect to register my own domain name at a one-time fee of (\$50.00). Note: There will be an additional fee of (\$60.00) charge by Domain Bank for the first two years and a (\$30.00) fee per year after. www. _____ User Name: _____ Password: _____	<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Discover <input type="checkbox"/> American Express <input type="checkbox"/> Personal Check <input type="checkbox"/> Company Check <input type="checkbox"/> Cashiers Check <input type="checkbox"/> Money Order <input type="checkbox"/> Check Drafting *  (Make payable to Net Lifestyles, Inc.)  Total Amount \$ _____  * A separate authorization form is necessary for this method of payment.	Name as it appears on Credit Card
		Credit Card Number
		Expiration Date
		Signature
		I, the undersigned, authorize NLI to charge the credit card account listed above 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 this section.

**Customer Use Only:** - Customer agrees to rent Internet services subject to conditions contained in Net Lifestyles, Inc. Acceptable Use Policy (AUP). The AUP is available at <http://www.netlifestyles.com/main/terms>. Customer states that the information shown above is correct, and agrees to pay all charges as shown. It is hereby agreed that Net Lifestyles, Inc. agrees to provide and the customer agrees to accept the services provided pursuant to this agreement, and the customer further states that he/she has read, understands, and agrees to the terms and conditions described above.

**Executive Use Only: Assumed Names, Corporations, Partnerships, or Trust** - If your distributorship 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 Form F#2 and submit it with this Application and Agreement. I understand that there is no requirement beyond filing 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 NLI's cost. My advancement to higher levels in the NLI marketing plan is based solely upon the acquisition of customers, Internet 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 NLI'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 the sales made by them to end customers.

## Agreement & Signature

I hereby apply to become an Independent Representative for Net Lifestyles, Inc. and have carefully read and agree to abide by all terms and conditions of this agreement, the Compensation Plan, Marketing Plan, and NLI's Policies and Procedures, which are incorporated by reference herein. A participant in this multi-level marketing plan has a right to cancel at any time, regardless of reason. Cancellations must be submitted in writing to NLI at its principal business address.

Kit Received <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, place kit barcode here	Applicants Signature	Date
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Please call-in or fax this Application and Agreement to Net Lifestyles within 24 hours of completing it to obtain a thirty-day temporary authorization. You must mail the completed, signed original Application and Agreement to: Net Lifestyles, Distributor Application Dept., 12450 Wayzata Boulevard Suite #121, Minnetonka, Minnesota 55305. Promotion qualifications are not valid and no commission or bonus checks will be sent to the applicant until Net Lifestyles receives the signed original Application and Agreement. If the original Application and Agreement is not received by Net Lifestyles 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 Net Lifestyles.

(See reverse side for terms & conditions)

# Independent Representative/Customer Agreement



## Terms & Conditions

1. I understand that as a Net Lifestyles Distributor:
  - a. I have the right to purchase products and services from Net Lifestyles at the Distributor Price.
  - b. I have the right to offer for sale Net Lifestyles products and services in accordance with these Terms and Conditions.
  - c. I have the right to enroll persons in Net Lifestyles.
  - d. I will assist, train, and motivate the distributors in my downline marketing organization.
  - e. 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.
  - f. I will develop and service at least five customers per month. I understand that I must keep accurate records of retail sales and Net Lifestyles may periodically ask me to provide documentation of such sales to Net Lifestyles.
  - g. In order to be eligible to receive bonuses and commissions, at least 70% of my Personal Volume must be sold to an end consumer. I will not purchase any products or services solely for the purpose of qualifying for overrides, commissions or bonuses.
  - h. I will perform my obligations as a Distributor with honesty and integrity.
  - i. I will only use the sales contracts and order forms which are provided by Net Lifestyles for the sales of its goods and services, and I will follow all policies and procedures established by Net Lifestyles for the completion and processing of such contracts and orders.
2. I agree to present the Net Lifestyles Marketing and Compensation Plan and Net Lifestyles products and services as set forth in official Net Lifestyles literature. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official Net Lifestyles literature. Unless I have received express written permission from Net Lifestyles, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than Net Lifestyles, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to Net Lifestyles products, services or the Net Lifestyles Marketing and Compensation Plan; (b) use or display any Net Lifestyles trademarks, trade names, service marks, logos, designs or symbols; (c) advertise Net Lifestyles products, services or the Net Lifestyles opportunity.
3. I agree that as a Net Lifestyles Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Net Lifestyles. 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 Net Lifestyles. I understand that I shall control the manner and means by which I operate my Net Lifestyles distributorship, subject to my compliance with these Terms and Conditions, the Net Lifestyles Policies and Procedures and the Net Lifestyles 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 Net Lifestyles FOR FEDERAL OR STATE TAX PURPOSES. Net Lifestyles 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 Net Lifestyles, Inc. and all appropriate taxing jurisdictions, and all related rules and procedures.
4. I have carefully read and agree to comply with the Net Lifestyles Policies and Procedures and the Net Lifestyles Marketing and Compensation Plan, both of which are incorporated into and 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 Net Lifestyles. I understand that these Terms and Conditions, the Net Lifestyles Policies and Procedures, or the Net Lifestyles 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 Net Lifestyles materials and sent to all distributors. The continuation of my Net Lifestyles distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. Upon acceptance of this application by Net Lifestyles, I am authorized as a Distributor as of the date of this Distributor Application. The term of this agreement is one year. If I fail to annually renew my Net Lifestyles distributorship, I understand that I will permanently lose my rights as a Distributor, including rights to my downline marketing organization, bonuses and commissions pursuant to the Net Lifestyles Marketing and Compensation Plan.
6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Net Lifestyles. Any attempt to transfer or assign this Agreement without the express written consent of Net Lifestyles renders this Agreement voidable at the option of Net Lifestyles and may result in termination of my distributorship.
7. I understand that if I fail to comply with the terms of this Agreement, Net Lifestyles may, at its discretion, terminate my distributorship or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions, loss of all or part of my downline 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 this Agreement is terminated for any reason, I will forever lose my rights as a Distributor, including rights to my downline marketing organization, and rights to compensation pursuant to the Net Lifestyles Marketing and Compensation Plan. If I fail to pay for products or services when payment is due, I authorize Net Lifestyles 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 Net Lifestyles to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
8. To the extent permitted by law, Net Lifestyles, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release Net Lifestyles 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 Net Lifestyles Policies and Procedures; (b) the improper promotion or operation of my Distributorship and any activities related to it (e.g., the presentation of Net Lifestyles products or Marketing and Compensation 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 Net Lifestyles to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of Commissions or Bonuses. I agree that the entire liability of Net Lifestyles and its affiliates for any claim whatsoever related to the relationship of Net Lifestyles 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 amount of products I have purchased from Net Lifestyles under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense Net Lifestyles and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my distributorship.
9. This Agreement constitutes the entire contract between Net Lifestyles and myself. Any promises, 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 Distributor 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.
10. Any waiver by Net Lifestyles of any breach of this Agreement must be in writing and signed by an authorized officer of Net Lifestyles. Waiver by Net Lifestyles of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. 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.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the Net Lifestyles Policies and Procedures, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to Net Lifestyles, the Distributor Agreement, the Net Lifestyles Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Distributor and Net Lifestyles, or any other claims or causes of action relating to the performance of either an independent Distributor or Net Lifestyles under the Agreement or the Net Lifestyles Policies and Procedures shall be settled totally and finally by arbitration in Minnetonka, Minnesota, or such other location as Net Lifestyles prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. If a Distributor files a claim or counterclaim against Net Lifestyles, a Distributor shall do so on an individual basis and not with any other Distributor 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. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
13. The parties consent to jurisdiction and venue before any federal or state court in Hennepin County, State of Minnesota for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.
14. I authorize Net Lifestyles to use my name and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.