

Enroll now and start your own home-based business today!

Independent Representative Application and Agreement



5LINX® • One Clinton Avenue South • Suite 800
 Rochester, NY 14604 • Phone: 585-359-2922
 FAX: 585-359-0233 • RepServices@5linx.com • 5LINX.com



NEW REPRESENTATIVE INFORMATION • PLEASE TYPE OR PRINT CLEARLY						
PREFIX	FIRST NAME	M.I.	LAST NAME	COMPANY NAME (IF APPLICABLE)*		
STREET ADDRESS (NO P.O. BOX)				CITY	STATE	ZIP
HOME PHONE		MOBILE PHONE		EMAIL		
DATE OF BIRTH	SSN# OR (EIN/FED TAX ID IF A BUSINESS)**			LANGUAGE PREFERENCE	ENGLISH <input type="checkbox"/>	SPANISH <input type="checkbox"/>
ENROLLER			PERMANENT SPONSOR (IF DIFFERENT THAN ENROLLER)			
NAME	CONTACT#	RIN	NAME	CONTACT#	RIN	

*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), please submit copy of Tax ID (EIN) letter and "5LINX Business Entity Application" (Document 103) with this Application and Agreement. No commissions will be released until this documentation is received.

**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 5LINX Representative, or a partner, shareholder, or principal of any entity having a 5LINX distributorship within the past year. If I have not provided a SSN or TIN I understand that I will not be eligible for commission disbursements until I provide this information to 5LINX. I understand that any intentional misrepresentation of any information I provide on this Application and Agreement may result in action by 5LINX, up to and including termination of this Application and Agreement.

NEW REPRESENTATIVE DESIGNATION

INDEPENDENT MARKETING REPRESENTATIVE (IMR) \$249

• Earn 10-20% on all product sales • Residual commissions on products and services

PLATINUM DISCOUNT NETWORK

Please enroll me in Platinum Discount Network—RECOMMENDED (\$49.95/mo) An exclusive savings membership that offers discounts on travel, shopping, dining, services, groceries, and much more. PLUS you will receive these additional benefits to build your 5LINX business:

- Enhanced Reporting
- Free Annual Position Renewal
- \$200/mo In Grocery Coupons
- Daily Dimes Pre-paid MasterCard
- Gift Card Reward Program
- Exclusive Discounts, Benefits, Trainings & More!

TeeVee

Please sign me up for TeeVee on-demand television, a revolutionary service offering today's television on your mobile devices, computer and home television.

- Live TV anytime, anywhere
- Watch on up to 5 devices
- Record programs with cloud DVR
- No monthly equipment charges
- No contract or credit check

TeeVee Gold

ONE-TIME \$35 ACTIVATION FEE

\$49.99
MONTH

Includes 80+ channels

TeeVee Platinum

ONE-TIME \$35 ACTIVATION FEE

\$69.99
MONTH

Includes 125+ channels

OR

APPLICANT'S SIGNATURE _____ DATE _____

PAYMENT INFORMATION

Method of Payment (Check One): Credit Card  Money Order

I authorize 5LINX to charge the credit card below for the amount I have selected. I understand I may cancel any recurring charges at any time with 5 days notice.

CREDIT CARD NUMBER	EXPIRATION DATE	CVV CODE	BILLING ZIP CODE
NAME AS IT APPEARS ON CARD		AUTHORIZED SIGNATURE	

Please mail or fax this completed Application and Agreement to 5LINX to obtain your Representative Identification Number (RIN). Fax to: 585-359-0233, or mail to: 5LINX, Representative Application Department, One Clinton Avenue South, Suite 800, Rochester, NY 14604. Promotion qualifications are not valid and no commission or bonus checks will be sent to the applicant until 5LINX receives the signed Application and Agreement. Your credit card charge constitutes your receipt and verification that your Application and Agreement has been accepted by 5LINX.

This Application and Agreement is subject to acceptance by 5LINX through issuance of a Notice of Acceptance. This Agreement may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of 5LINX and delivered to you. Any different or additional terms in any document you supply are hereby expressly rejected, notwithstanding 5LINX's act of shipping goods or similar act. 5LINX's agreement to appoint you as a Representative is expressly conditioned upon your acceptance of this Agreement.

SLINX REPRESENTATIVE ACKNOWLEDGMENT (“ACKNOWLEDGMENT”)

- 1. General Acknowledgment.** I understand and acknowledge that as an independent Representative of SLINX (“SLINX” or the “Company”): (a) I have the opportunity to purchase products and services from SLINX or its partners; (b) I have the right to offer for sale SLINX products and services, without the individual approval of each sale by SLINX, but in accordance with this Acknowledgment, the SLINX Policies & Procedures and all appendices thereto, including without limitation, the SLINX Marketing and Compensation Plan (all of which are collectively referred to herein as the “Agreement”); (c) I have the opportunity to enroll persons as Representatives of SLINX; (d) I will assist, train, and motivate the Representatives 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 perform my obligations as a Representative with honesty and integrity; (g) I will only use the sales contracts and order forms which are provided by SLINX for the sales of its products and services; and (h) I will procure leads for both customers and other Representatives on my own without the assistance of the Company and I understand that the Company does not provide leads to me.
- 2. Compliance with SLINX Materials.** I agree to accurately present: (a) the SLINX Marketing and Compensation Plan to current and prospective Representatives in my downline organization; and (b) SLINX products and services to current and prospective customers in a manner consistent with, and in accordance with, the Agreement and any terms of sale provided by SLINX. As part of the foregoing, I will make no claims regarding potential income, earnings, health benefits, or the features of products or services beyond what is stated in official SLINX literature. Except as allowed in the SLINX Policies & Procedures, unless I have received express written permission from SLINX, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than SLINX, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to SLINX products, services, or the SLINX Marketing and Compensation Plan; (b) use or display any SLINX or SLINX partner trademarks, trade names, service marks, logos, designs or symbols; or (c) advertise SLINX products, services, or the opportunity to become a SLINX Representative.
- 3. Independent Contractor Relationship.** I agree that as a SLINX Representative I am an independent contractor (direct seller) and not an employee, agent, partner, legal representative, or franchisee of SLINX. As a result, I understand and agree that: (a) 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 SLINX; (b) I control the manner and means by which I conduct sales as an independent SLINX Representative, subject to my obligations to comply with the Agreement; (c) I will not be compensated based on hours worked, but on a commission basis for products and services sold as set forth in the SLINX Marketing and Compensation Plan; (d) I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses; (e) I shall not be treated as an employee of SLINX for federal or state tax purposes; (f) SLINX is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, FUTA, or taxes of any kind, unless such withholding becomes legally required; (g) I shall be bound by all sales tax collection agreements between SLINX and all appropriate taxing jurisdictions, and all related rules and procedures; and (h) I am not eligible for unemployment compensation, medical benefits, sick pay, vacation pay nor any type of pension plan.
- 4. Representative Has Read and Understands the Agreement.** I have carefully read and agree to comply with the Agreement, including without limitation, the SLINX Policies & Procedures and the SLINX Marketing and Compensation Plan. I understand that I must be in good standing, and not in violation of any of the terms of any of the Agreement in order to be eligible to receive any bonuses or commissions from SLINX. I understand that the Agreement may be amended from time to time by SLINX, and I agree that any such amendments will apply to me as set forth in the SLINX Policies & Procedures.
- 5. Terms of Relationship.** The initial term of SLINX’s appointment of me to act as an independent SLINX Representative shall commence on the date that this Acknowledgment as signed by me is accepted by SLINX to the same date of the following year. Thereafter, the term shall be governed by the provisions of the SLINX Policies & Procedures.
- 6. No Assignment Permitted.** Except as provided in the SLINX Policies & Procedures, I understand and agree that I may not assign any rights or delegate my duties under this Acknowledgment nor under the Agreement without the prior written consent of SLINX.
- 7. Failure to Comply with Agreement, Cancellation, Termination, Non-Renewal.** I understand that if I fail to comply with the terms of any of the Agreement, SLINX may, at its discretion, terminate my right to continue as a SLINX independent Representative or impose upon me other disciplinary action, as provided in the SLINX Policies & Procedures. If I am in breach, default, or violation of the 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 my rights as a SLINX independent Representative are cancelled, terminated, or not renewed for any reason, I will forever lose my rights as a SLINX independent Representative, including, without limitation, all rights to my downline marketing organization, and all rights to compensation pursuant to the SLINX Marketing and Compensation Plan. If I fail to pay for products and services when payment is due, I authorize SLINX 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 SLINX to charge.
- 8. Waiver of Liability.** To the maximum extent permitted by law, SLINX, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as “affiliates”), shall not be liable for, and I release SLINX 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 any of the following: (a) my breach or failure to comply with any portion of the Agreement; (b) any promotion, operation, or other actions by me that violate any of the terms the Agreement; (c) any incorrect or wrong data or information provided by me; and (d) my failure to provide any information or data necessary for SLINX to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of bonuses or commissions. I agree that the entire liability of SLINX and its affiliates for any claim whatsoever related to my relationship with SLINX, including but not limited to, any cause of action sounding in contract, tort, or equity shall not exceed, and shall be limited to, the sale price of the products and services I have purchased from SLINX under the Agreement within the past twelve (12) month period.
- 9. Indemnification.** I agree to indemnify, hold harmless, and for any third party claims, defend at my expense, SLINX and its affiliates against any and all claims, losses, demands, liabilities, judgments, attorney’s fees and all other expenses arising or alleged to arise in connection with my activities as a SLINX independent Representative or any breach or failure by me to comply with any portion of the Agreement.
- 10. Entire Agreement.** This Acknowledgment, along with all of the portions of the Agreement, constitutes the entire contract between SLINX and me. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 11. Conflicts.** To the extent of any conflict or inconsistency between this Acknowledgment and the SLINX Policies & Procedures and the appendices thereto, the terms of the SLINX Policies & Procedures and the appendices thereto shall in all instances supersede and prevail.
- 12. No Waivers.** Any waiver by SLINX of any breach or failure by me must be in writing and signed by an authorized officer of SLINX. Any written waiver by SLINX of any breach or failure by me shall not operate or be construed as a waiver of any subsequent breach or failure.
- 13. Enforceability.** In the event that any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the Agreement will remain in full force and effect.
- 14. Governing Law; Venue, and Arbitration.** This Acknowledgment will be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles. As set forth in Sections 13.3 and 13.4 of the SLINX Policies & Procedures, certain disputes between me and SLINX will be governed by arbitration and all disputes will be heard in arbitration or in court in Monroe County, New York. I agree I have reviewed Sections 13.3 and 13.4 of the SLINX Policies & Procedures and will comply with its requirements. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against SLINX with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Representative Agreement, SLINX will refund 90% of the purchase price for mandatory replicated websites that Reps are REQUIRED to purchase.
- 15. Waiver of Class Actions.** If an independent Representative files a claim or counterclaim against any SLINX entity, an independent Representative shall do so only on an individual basis and not with any other representative or as part of a class action.
- 16. Consent to Use of Personal Information.** I consent to SLINX’s collection and use of my personal information in connection with SLINX’s business operations. My personal information may be used by SLINX to consider and approve or reject my application. If approved, SLINX may use my personal information for the processing of orders submitted by me, including payments due to me. My personal information may also be used to conduct analysis and review to assist SLINX in assessing and revising its product and service offerings as well as its methods of distribution. I acknowledge that my personal information will be shared with SLINX affiliates some of which are located in jurisdictions other than the United States and, as a result, my personal information may become subject to the laws of those jurisdictions.
- 17. Consent to Receipt of Email Communications.** I specifically consent to the receipt of email and other forms of electronic communications from SLINX, and agree to execute and deliver to SLINX, upon request, any further waivers, agreements, consents, and acknowledgements as may be required or requested by SLINX from time to time to ensure or confirm compliance with the Canadian Fighting Internet and Wireless Spam Act and other similar laws. You may opt out in your virtual office.
- 18. Consent to Receipt of SMS Text Communications.** By providing your wireless telephone number to SLINX you are expressly consenting and authorizing SLINX to deliver or cause to be delivered to you advertising or telemarketing text messages, SMS messages, and other similar electronic messages using an automatic telephone dialing system or an artificial or prerecorded voice to the mobile number provided in this agreement or in any other subsequent communications with SLINX or its representatives. You are not required to consent and authorize SLINX (whether directly or indirectly) to provide you with these electronic telemarketing messages as a condition of purchasing any property, goods, or services. Based upon current business practices, it is anticipated that you will receive approximately 30 text messages from SLINX per month about promotions, products, events and the latest news. Message and data rates may apply. You can opt out of these messages at any time by replying to one of the messages received with the response STOP.
- 19. Agreement to Refrain from Discrimination.** I agree that I shall not engage in any discriminatory practices, including sexual harassment and harassment based upon race, sex, national origin, religion, disability, age or any other protected characteristic. I understand that harassment of employees, representatives, customers, including harassment because of race, color, religion, creed, national origin, ancestry, citizenship, age, sex, pregnancy, marital status, disability, sexual orientation, military or veteran status or any other status protected under applicable federal, state or local laws, is unacceptable and will not be tolerated. In keeping with this commitment, I will not tolerate, and understand that SLINX will not tolerate, the harassment of representatives by anyone, including any representative, employee, vendor, client, contractor, or customer.
- 20. Confidentiality Obligations.** I understand and agree that the SLINX Policies & Procedures obligate me to keep all confidential information of the Company in the strictest of confidence and I agree to comply with those obligations.

Notice of Cancellation: You may CANCEL this transaction, without any Penalty or Obligation, within TEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, the starter kit delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail, fax, or deliver a signed and dated copy of this cancellation notice including your RIN and address, and return your SLINX representative starter kit to: SLINX, One Clinton Ave South Suite 800, Rochester, NY 14604. I HEREBY CANCEL THIS TRANSACTION.

Date _____ Buyer’s signature _____

RIN# _____ Address _____