



ACN Canada
 Postal Station B
 Montreal, QC H3B 3K3, PO Box 720
 Phone: (514) 390-8666
 Fax: (514) 390-2549

INDEPENDENT REPRESENTATIVE AGREEMENT ("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 () - -
Company Name (Proof of Company Name, Tax ID # or Employer ID # required)		Cellular Phone () - -	Social Insurance # * - - - - -
Mailing Address		City	Province
		Zip Code	E-mail Address
SPONSOR INFORMATION			
Last Name	First Name	Middle Initial	Telephone () - -
			Representative I.D. - - - - -

\$499* TEAM TRAINER - I elect to participate at the Team Trainer level (includes IR Fee plus \$50 Training Kit)

*Plus GST and PST (see chart below)

I, the undersigned, authorize ACN to charge the credit card account listed below and acknowledge that I have legal authority and am of legal age to enter into this Agreement. I have carefully read the Terms and Conditions and have acknowledged this by signing at the bottom of the page.

POUR LES RÉSIDENTS DU QUÉBEC SEULEMENT/FOR RESIDENTS OF QUEBEC ONLY

Les Parties aux au presentes conviennent que cette entente et tous les documents qui s'y rattachent soient rédigés en anglais. The parties agree that this Agreement and all documents related thereto be drawn up in English.

Signature	Printed Name
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Select payment method:	<input type="checkbox"/> Personal Cheque (make payable to ACN Canada)	<input type="checkbox"/> Cashier's Cheque	<input type="checkbox"/> Money Order	<input type="checkbox"/> Visa or MasterCard
Credit Card Account Number				Expiration Date

I understand that there is no requirement beyond the completion of this application and no purchase of sales or training materials are required to become an Independent Representative (IR). My advancement to higher levels in the ACN Compensation Plan is based upon the acquisition of customers and their 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 only to the extent of the sales made by them to end customers.

PROVINCE	Team Trainer*
Alberta (AB)	\$523.95
British Columbia (BC)	\$527.45
Manitoba (MB)	\$527.45
Maritimes (NB, NF, NS)	\$568.86
Ontario (ON)	\$527.95
Prince Edward Island (PI)	\$529.20
Quebec (PQ)	\$563.25
Saskatchewan (SK)	\$526.45

*Applicable taxes are subject to change. Taxes become payable on the date that the agreement is signed and dated by the applicant.

TERMS

For purposes of these Terms, All Communications Network of Canada Co. (ACN Canada), its parents, subsidiaries and affiliates shall be referred to as "ACN".

- I, the undersigned Applicant, affirm that I am of legal age in the province of execution of this Agreement.
- I understand that this Agreement is not binding until received and accepted by ACN. I agree to pay for any products, materials, services or other items that I purchase from ACN in a timely fashion. 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 Independent Representative 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, provincial or local statute, regulation, ordinance or other law.
- I consent to the collection, use, disclosure and transfer of my personal information as set out below:
 - For the purposes of processing my application to become an Independent Representative and administering my participation in the ACN Compensation Plan, including but not limited to the calculation of my compensation and commissions, the communication of information pertinent to ACN's products or management, and any administrative or other purposes relevant to my participation as an Independent Representative, I agree to the collection, use, disclosure and transfer of my personal information by and between ACN Canada, its parents, subsidiaries and affiliates (collectively "ACN").
 - Where applicable, I also consent to having my name, my occupation, position at ACN (ranking), location of residence, published on the ACN website, or any other marketing or promotional materials for the purposes of reporting my accomplishments.
 - My personal information related to my participation in the ACN Compensation Plan will be maintained electronically, and will be available to ACN employees or agents involved in the administration and operation of the ACN Compensation Plan who require such access and use for the performance of their duties or responsibilities.
 - I understand that I have a right to access and rectify my personal information contained in my electronic file held that may be obsolete, incomplete or incorrect by writing ACN, Attention: Privacy Officer at P.O. Box 1747, Station B, Montreal, QC H3B 3L3, or by telephone at (514) 390-8666.

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. 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 Canada, Postal Station B, Montreal, QC H3B 3K3, PO Box 720

ACCEPTANCE

I hereby apply to become an Independent Representative for ACN Canada (ACN) and have carefully read and agree to abide by all terms and conditions of this Agreement, the Compensation Plan, the ACN Anti-Slammng Policy, the ACN Policies and Procedures, and any other document incorporated by reference or referred to in these documents (the "ACN Documents") or which are incorporated by reference herein. In the event of any inconsistency or conflict between any of these documents, the terms of this Agreement shall prevail.

I prefer my kit in the following language (choose one): English Kit <input type="checkbox"/> French Kit <input type="checkbox"/>	Applicant's Signature	Date
	Applicant's Printed Name	
Kit Received <input type="checkbox"/> Yes <input type="checkbox"/> No		

5. 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.
6. ACN shall offer a kit for a flat fee which is a non-commissionable and refundable upon the written request of the IR or written notice of termination of this agreement provided to the IR by ACN, where the IR returns the Kit in reusable condition after ten (10) business days but within one (1) year of the date of this agreement. The Kit refund will be the value of the materials.
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. Initial term of Agreement is one year. ACN's renewal fee commences after the IR's first anniversary date of signing agreement. 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 future bonuses, commissions or other payments from ACN. There is a nominal fee to process all payments made to IRs.
9. I acknowledge that ACN is not otherwise affiliated with or authorized on the behalf of any telecommunications carrier company with whom it transacts or contracts business and that my IR relationship is with ACN and not with any telecommunications carrier company with whom ACN transacts or conducts business.
10. I agree that as an IR, this Agreement with ACN grants me the limited authority to promote and sell the telecommunications products and services of ACN, subject to terms and conditions established by ACN from time to time or by the carriers with whom ACN transacts or conducts business.
11. In the process of selling or otherwise promoting ACN's service or telecommunications products or services of the various carrier companies, 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 carriers with whom ACN transacts or contracts business or me and the telecommunications products and services.
12. I agree to keep accurate records and to avoid any misleading, deceptive or unethical practices. I further agree to abide by all Federal, Provincial and local laws and regulations governing the sales contemplated under this Agreement and the ACN Documents. For greater clarity, I agree to comply with federal and provincial privacy laws respecting the privacy of my customers, and will only collect, use, disclose and transfer their personal information with their informed consent, only for the purposes for which they have consented, and always in compliance with applicable legislation.
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. ACN specifically reserves its sole proprietary interest in its company name, logo, trademarks, copyrighted materials or service marks to use the items for its own business purposes. Thus, I agree that I will not use ACN's company name, logo, trademarks, copyrighted materials or service marks in any form (i.e. printed, audio, video, electronic) except as permitted in writing by ACN in advertising or promotional materials provided, designed or published by ACN. I also agree that I am prohibited from using the company name, logo, trademarks, copyrighted materials or service marks of any telecommunications carrier company which transacts or contracts business with ACN. I understand that the unauthorized use of trademarks or copyrights is a violation of law and shall terminate this Agreement.
15. I understand that no governmental or other authorities ever review, endorse or otherwise approve any product membership, compensation program of any marketing company.
16. I further agree that as an IR, I am responsible for the payment of all Federal, Provincial and local taxes, including, but not limited to, income, social insurance, or any other taxes, contributions, remittances or premiums, which may be required in connection with this Agreement.
17. I understand as an IR, I am free to select my own means, methods and manner of operation and I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and the ACN Documents.
18. I acknowledge that ACN may transact business as a Reseller or Marketing Agent with various telecommunications carriers in order to provide telecommunications products and services to ACN's end customers. The rate for these products and services shall be established by ACN or its carriers and from time to time shall be subject to change without prior notice.
19. The Kit shall constitute training to IR in the event that the IR is unable to receive training. I acknowledge that attendance at the training is entirely optional. If I decide not to attend the training, this in no way affects my eligibility for commissions.
20. 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.
21. 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 to me to the complete satisfaction of any unpaid balance for such products or services or against any indebtedness owed to me by ACN.
22. 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 IR's in accordance with the currently valid ACN Compensation Plan. ACN reserve 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 customers that are not existing Independent Representatives 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 cheque 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.
23. 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.
24. I agree to indemnify and hold ACN, its shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any legal fees, arising out of my actions or conduct in violation of this Agreement. Ontario law will apply to the resolution of any dispute, unless otherwise agreed in writing. This provision shall not constrict ACN from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction. I understand that I have a right to access and rectify my personal information contained in my file held that may be obsolete, incomplete or incorrect by writing ACN, Attention: Privacy Officer at the address listed in the term 4 (d), or by telephone at (514) 390-8666 .
25. I acknowledge that I have reviewed the ACN Documents. I understand and agree that the ACN Documents are binding upon me. I further acknowledge that ACN fully reserves its right to modify this Agreement, and the ACN Documents at any time by providing me with written notification or verbal communication through the ACN website (www.acncanada.ca), Newsletter or such modifications through other written or verbal communication from ACN. I understand that although I may be provided with information concerning ACN, its business, my IR status and other matters by parties other than ACN, including my sponsor and other ACN representatives, to the extent that any such information conflicts with the terms of the Agreement or the ACN Documents, this Agreement shall be controlling in all cases. To the extent of any conflict between the Policies and Procedures and any other ACN material, the Policies and Procedures shall prevail. 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.
26. I acknowledge that this Agreement and the ACN Documents incorporated herein by references constitute the entire Agreement between the parties hereto and shall not be modified or amended except as described in item 25 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.
27. I acknowledge that the Compensation Plan, based on current products ACN is marketing, is subject to change without notice.