



THE MEMBERS CARD REPRESENTATIVE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__ between **The Members Card** (hereinafter referred to as "**COMPANY**"), a company having its principal office at 1754 Woodruff Rd. #226 Greenville, SC 29607

and (First & Last Name) _____ hereinafter referred to as REP),

(Name of Agency/Company) _____

having its principal office at _____

City _____ State _____ Zip _____ Phone Number _____

Referring Agent/Lead Source _____

WHEREAS, COMPANY wishes to market its The Members Card to consumers and business entities; and

WHEREAS, COMPANY wishes to utilize outside sales and marketing services to promote its The Members Card to the general public, and such services need to be provided by an independent contractor; and

WHEREAS, REP possess the skills and ability to provide such services through a business separate and distinct from **COMPANY**; and

NOW, THEREFORE, for good and valuable consideration, it is hereby mutually agree as follows:

PURPOSE

1. The purpose of this nonexclusive Agreement is for the procurement of marketing and sales services, **REP**, as appointed herein by **COMPANY**, will receive commission for completed membership sales based upon the commission schedule contained herein.
2. In accordance with this Agreement, **REP** and **REP's Sub-representatives** (if approved in writing by **COMPANY**) are independent contractors responsible for filing and paying their own taxes, state and federal. Nothing in this Agreement shall be construed or interpreted to create an employer/employee relationship between the parties.
3. **REP** shall be free to exercise their independent judgment as to the persons from whom business is solicited and as to the time, place and manner of such solicitation; however, applicable federal and state statutes pertaining to the general conduct of business and **COMPANY** policies pertaining to methods of doing business shall be observed and confirmed by the **REP**.

REP AUTHORITY

4. The **REP** maintains the authority to solicit business for **COMPANY** products. This authority does not extend to altering or changing company materials, policies, contracts, procedures, and the like.
5. **REP** has the authority to collect payment for individual membership sales for **COMPANY** products in the form of check, money order and credit card information. All monies collected remain the sole responsibility of the **REP** until turned in to **COMPANY** management. All monies must be turned in to **COMPANY** as soon as possible along with accompanying documentation and enrollment certificates. **COMPANY** shall pay commissions on said enrollments in accordance with this Agreement. Group or Association sales, shall be enrolled by the **REP**, and payment to **COMPANY** shall be arranged through **COMPANY's** billing department.

6. **REP** does not have the right to recruit Sub-representatives, the recruiting of Reps will only be allowed at the RA1 level, unless the Rep gets permission from **COMPANY** in writing.

COMPENSATION / COMMISSION SCHEDULE

7. **REP** shall receive a commission (Schedule A) depending on their level for The Members Cards sold at Current Published Retail Rates (CPRR). Commissions on any product sold below the CPRR will need to be determined and mutually agreed upon in writing by both the **REP** and **COMPANY** prior to the submission of the business in question. All pricing for business sold below CPRR needs to be approved by **COMPANY** prior to presenting such information to any potential business opportunity.
- 7(a). In situations where **COMPANY** incurs marketing costs, i.e. special printing, advertising, inside sales, follows up phone calls, mailings etc., and the **COMPANY** reserves the right to adjust commissions accordingly. Each situation will be reviewed and agreed upon in writing by **COMPANY** and **REP** prior to the commencement of said marketing efforts.
8. Commissions shall be payable upon collection and clearance within **COMPANY**.
9. Any and All charge back commissions due to cancellations shall be placed back to **REP** account for correction in the following commission period.
10. In the case of Associations, Companies or Groups , **REP's** should submit an Agent of Record letter to **COMPANY** indicating such contact or solicitation at the time of contact to secure this right. **COMPANY** decisions reporting first contact are binding and conclusive. Direct mail and/or solicitation through other mass marketing efforts does not constitute "first contact" status.

LEGAL MATTERS

11. Should the **COMPANY** be sued as result of an alleged act by you, the **COMPANY** shall defend such suit and/or settle such suit at its own discretion. You shall be notified immediately upon formal presentation of such suit.
12. Should **COMPANY** or **REP** incur any monetary loss as a result of the other's negligence, misrepresentation, deceit, criminal action or intentional material breach of this Agreement, the party at fault shall be liable to indemnify the other for such loss.
13. If a claim to compensation is made by another **REP**, the decision of the **COMPANY** as to distribution, after a full investigation has been conducted, shall be binding and conclusive.
14. If a membership enrolled by you is terminated or lapses and another **REP** shall solicit and enroll said member; **COMPANY** shall not be liable for continuing further compensation thereon to the original **REP**.
15. You shall comply with all advertising rules set forth by **COMPANY** and shall submit all proposed advertising to the **COMPANY** legal department prior to publication. Any such advertising shall be at your own expense unless otherwise agreed to by **COMPANY** in writing. **REP** may mark their name and telephone number on **COMPANY** marketing materials as "Authorized Sales Representatives" of **COMPANY** without covering or destroying in any way the materials or covering **COMPANY** address and telephone numbers. The purpose of such a mark is for identification and commission purposes only.
16. No assignment of compensation or obligations under this Agreement shall be valid unless agreed to in writing and signed by an officer of the **COMPANY**.

TERM, CONDITIONS and MISCELLANEOUS MATTERS

17. The term of this Agreement shall be for a period of one year and shall automatically renew unless either party terminates this Agreement in writing giving the other party thirty days written notice of said termination. **REP** may not recruit sub-agents to market and sell **COMPANY** products in accordance with this Agreement unless approved in writing by **COMPANY**.
COMPANY may terminate this Agreement immediately for cause. The term "cause" shall mean any negligent, willful or wanton act, criminal activity, misrepresentation, selling non **COMPANY** products to **COMPANY** Members or deceit which places **COMPANY's** business and/or reputation in peril. Termination for cause shall act to cancel all compensation for future renewals.
18. Any Sub-agent recruited by **REP** (if approved by **COMPANY**) must sign an agreement with the **COMPANY**. Further, all **REP** and recruited Sub-representatives (if approved by **COMPANY**) must undergo sales training by **COMPANY** and follow **COMPANY's** sales practice guidelines.
19. **REP** shall be responsible for supervising his or her recruited Sub-representatives. (if approved by **COMPANY**) **COMPANY** reserves the right to monitor all sub-agent and **REP** activity.
20. For the duration of this Agreement it will be the responsibility of **REP** to develop their own sales leads and marketing procedures of **COMPANY** products.
21. **REP** agrees that it is now in possession of or will receive certain valuable and confidential information and disclosure as to **COMPANY's** products, systems and/or other benefits. **REP** further agrees that he, and his representatives, will not disseminate any such confidential information to the public, other than as a regular function of ordinary business dealings to promote the business of **COMPANY**, or operate in any manner, become interested in or establish, directly or indirectly, a business of similar nature for a period of two (2) years from the date of the termination of this Agreement, within the geographic scope of the United States of America, without the express written authority of **COMPANY**. Any breach of this Agreement whatsoever shall cause **COMPANY** to seek any and all legal remedies available by law as provided by Federal, State and County courts.
22. **COMPANY** and **REP** declare that the territorial and time limitations, stated in Paragraph 21 above, are reasonable and properly required for the adequate protection of the business of **COMPANY** and **REP**. In the event that any of the territorial or time limitations are deemed to be unreasonable by a court of competent jurisdiction, then all parties agree and submit to the reduction of either the territorial or time limitation as the court deems reasonable. Further, in addition to any other remedies available to **COMPANY** by law, **COMPANY** shall be entitled to injunctive relief, temporary or permanent, without having to post bond and without the necessity of proving actual damage to **COMPANY**.
23. **COMPANY** shall require no notice when seeking the injunctive relief.
24. The parties agree that this Agreement shall be subject to and governed by the laws of the State of South Carolina. Venue shall be in Greenville County, South Carolina.
25. The parties hereby agree if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
26. The parties hereby agree that in the event any party initiates a suit with reference to this Agreement, each party shall bear their own court costs and reasonable attorney's fees at both the trial and appellate level.
27. The parties hereby agree that modification and waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breaches of the same or similar nature.
28. The parties hereby agree that this Agreement contains the entire understanding of the parties. There are no representations; covenants, warranties or undertakings other than those expressly set forth in this agreement.
29. All references to gender or number in this Agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the text requires.

The undersigned REP has read accepts and understands the terms of this Agreement and accepts this REP status.

IN WITNESS WHEREOF, the parties named in this Agreement have hereunto set their hands and seals the day and year first set forth above.

READ, APPROVED AND ACCEPTED SIGNED, SEALED AND DELIVERED in the presence of:

BY: _____ BY: _____
WITNESS REP SIGNATURE

Print Name/Title _____

Tax ID# or SS# _____

BY: _____ BY: _____
WITNESS RECRUITER SIGNATURE (If Applicable)

Print Name/Title _____

Tax ID# or SS# _____

BY: _____ BY: _____
WITNESS THE MEMBERS CARD

FOR OFFICE USE ONLY DO NOT WRITE BELOW LINE

Date Received _____ W9__ Form W9 to Finance__ Agreement. Executed ____

Rep Number _____ A.A. Form__ Rep Page__ Copy to Agent__

Regional _____ REP Template__ File Complete__

NOTES _____
