



880 Corporate Drive, Suite 200, Lexington, Ky 40503

Independent Representative (IR) Application & Agreement

1. APPLICATION INFORMATION

<input type="text"/> Last Name	<input type="text"/> First Name	<input type="text"/> MI	<input type="text"/> Home Telephone Number
<input type="text"/> Mailing Address PO Box cannot be used (This will be your shipping address for all correspondence and kits.)			<input type="text"/> Fax Number
<input type="text"/> City	<input type="text"/> State	<input type="text"/> Zip	<input type="text"/> Date of Birth: MM/DD/YY
<input type="text"/> E-mail Address		<input type="text"/> Driver's License Number	

2. APPLICATION FHTM ID#

THE FOLLOWING NUMBER WILL SERVE AS YOUR FHTM IDENTIFICATION NUMBER UNTIL THIS APPLICATION HAS BEEN PROCESSED AT WHICH TIME IT IS YOUR RESPONSIBILITY TO CALL FHTM REPRESENTATIVE SERVICES TO OBTAIN YOUR NEW IDENTIFICATION NUMBER.

If you are joining FHTM as an Independent Representative, fill in your **SOCIAL SECURITY NUMBER**.

3. SPECIAL SERVICES PROGRAM

I elect to enroll in FHTM's Optional Special Services Program, therefore please waive the refundable \$75.00 deposit. I understand this program includes the Rep Support Services. In addition, I will receive e/downline reports and the company e/newsletter for one year. Training is available at the FHTM home office, and by approved trainers regionally. I understand that it is my responsibility to complete all training requirements. Training is of 2-3 hours duration regarding FHTM services, IR procedures and techniques and is conducted by trainers certified and paid by FHTM.

INITIALS **I UNDERSTAND MY PURCHASE OF OPTIONAL SERVICES IS NON-REFUNDABLE UNDER ANY CIRCUMSTANCES AFTER 10 DAYS FROM THE DATE OF THIS AGREEMENT.**

\$299.00 Special Service Package includes access to all reports and sales literature.

Personal Check Cashier's Check Money Order (Make payable to FHTM Hi-Tech Marketing, Inc.)

4. SIGNATURE

I hereby apply to become an Independent Representative for Fortune Hi-Tech Marketing, Inc. (FHTM). I have read carefully and agree to abide by all provisions of the Terms and Conditions which are printed on the reverse side of this application and all published Policies and Procedures of FHTM. My sponsor has explained to me that purchase of the Special Services Program is optional, is not required and is non-refundable after 10 days and that becoming a customer is not required. I understand that this agreement must be accompanied by a \$75.00 refundable deposit (where applicable) and that payment of the \$75.00 refundable deposit is waived if I enroll in FHTM Optional Special Services Program. (This refundable deposit is not applicable to residents of Alabama, Georgia, Kentucky, Louisiana, Minnesota, Nebraska, North Dakota, Pennsylvania, South Dakota, West Virginia or where prohibited by law.) I understand if I elect not to purchase the Optional Special Services Program FHTM will supply, at no cost, a starter kit with necessary forms and applications within 30 days from the date requested.

I understand that the \$75.00 refundable application deposit is waived if I have enrolled in the Optional Special Services Program. A participant in this program has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

X

Signature

Date

5. PLEASE CHECK APPROPRIATE BOXES

I prefer to be paid my commissions and bonuses by EFT (Electronic funds transfer). Attached is a voided check on the account I want deposits made to.

I prefer to be paid my commissions and bonuses by Check.

I authorize FHTM to give my phone number to my upline organization.

6. SPONSORSHIP INFORMATION

My Sponsor Is:

<input type="text"/> Last Name	<input type="text"/> First Name	<input type="text"/> MI	<input type="text"/> Home Telephone Number
<input type="text"/> Mailing Address (PO Box cannot be used)			<input type="text"/> Business Telephone Number
<input type="text"/> City	<input type="text"/> State	<input type="text"/> Zip	<input type="text"/> Sponsor I.D. Number

INITIALS **OPTIONAL: The Manager's Sales Kit may be sent to the Sponsor at the address above. (The newly sponsored Manager must approve by initialing this box.)**

FOR OFFICE USE ONLY

Amount Paid
Check Number
Received By
Date
Name on check if different

REPRESENTATIVE TERMS AND CONDITIONS

1. I understand that as a Fortune Hi-Tech Marketing, Inc. ("FHTM") Representative (IR)
 - A. I must be of legal age of consent in the state which he/she resides.
 - B. I have the right to offer for sale FHTM products and services in accordance with these Terms and Conditions.
 - C. I have the right to enroll persons in FHTM.
 - 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 FHTM for the sales of its goods and services, and I will follow all Policies and Procedures established by FHTM for the completion and processing of such contracts and orders.
2. I agree to present the FHTM Marketing and Compensation Plan and FHTM products and services as set forth in official FHTM literature. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official FHTM literature. I may not use, produce, create, publish, distribute, or obtain from any source other than FHTM, any literature, recordings (audio, video, or otherwise) sales or enrollment aids relating to FHTM products, services or the FHTM Marketing and Compensation Plan. I understand that I may not use or display any FHTM trademarks, trade names, service marks, logos, designs or symbols. I may not advertise FHTM products, services or the FHTM opportunity.
3. I agree that as a FHTM Representative I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of FHTM. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, or in the name of FHTM. I understand that I shall control the manner and means by which I operate my FHTM distributorship, subject to my compliance with these Terms and Conditions, the FHTM Policies and Procedures and the FHTM 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 FHTM FOR FEDERAL OR STATE TAX PURPOSES. FHTM 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 FHTM, and all appropriate taxing jurisdictions, and all related rules and procedures.
4. **I have carefully read and agree to comply with the FHTM Policies and Procedures and the FHTM 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 FHTM. I understand that these Terms and Conditions, the FHTM Policies and Procedures, or the FHTM 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 FHTM materials, FHTM's web site www.fhtm.net, and/or sent to all Representatives. The continuation of my FHTM distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. **The term of this Agreement is one year. If I fail to annually renew my FHTM business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Representative. I shall not be eligible to sell FHTM products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.**
6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of FHTM. Any attempt to transfer or assign this agreement without the express written consent of FHTM renders this Agreement voidable at the option of FHTM and may result in termination of my distributorship.
7. By execution of this agreement I hereby authorize FHTM to use and/or publish my name and/or likeness in promotional materials as it may deem appropriate from time to time.
8. I understand that if I fail to comply with any terms of this Agreement, FHTM 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 Representative, including rights to my downline marketing organization, and rights to compensation pursuant to the FHTM Marketing and Compensation Plan. If I fail to pay for products or services when payment is due or tender any instrument that is returned for insufficient funds, I authorize FHTM 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 FHTM to charge. I understand that the failure to promptly pay for products or services constitutes a breach of this Agreement.
9. To the extent permitted by law, FHTM, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release FHTM 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 FHTM Policies and Procedures; (b) the improper promotion or operation of my distributorship and any activities related to it; (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for FHTM 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 FHTM 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 or services I have purchased from FHTM under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense FHTM 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.
10. This Agreement constitutes the entire contract between FHTM 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 Representative Application and Agreement shall supersede and prevail over any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and 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.
11. Any waiver by FHTM of any breach of this Agreement must be in writing and signed by an authorized officer of FHTM. Waiver by FHTM of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
12. 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.
13. This Agreement will be governed by and construed in accordance with the laws of the State of Kentucky. Except as set forth in the FHTM Policies and Procedures, all disputes and claims relating to FHTM, the Representative Agreement, the FHTM Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Representative and FHTM, or any other claims or causes of action relating to the performance of either as independent Representative of FHTM under the Agreement or the FHTM Policies and Procedures shall be settled totally and finally by arbitration in Lexington, Kentucky, or such other location as FHTM prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Representative files a claim or counterclaim against FHTM, a Representative shall do so on an individual basis and not with any other Representative 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.
14. The parties consent to jurisdiction and venue before any federal or state court in Fayette County, State of Kentucky for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
15. As an enrollee in FHTM's Optional Special Services Program. I will receive a Manager's Sales Package of literature and sales aids, internet downline reports and Company internet newsletters for a twelve month period and be provided training. I understand and agree that the annual renewal fee for the Optional Special Services Program is \$199.00. I also understand and agree that if I am not enrolled in FHTM's Optional Special Services Program, I will be charged for these services when and if they are provided.
16. FHTM provides the following fulfillment to its IR: A new packet of sales literature whether or not the Optional Special Services Package is purchased; shipment of ordered sales aids within ten days of receipt of the order and clearance of funds subject to availability of items ordered; calculation and payment of IR commission. Payment terms on IR purchases: cash, check, money order, or credit card with order. No credit purchases or C.O.D.'s available. IR commissions are paid pursuant to the FHTM Compensation Plan, which is incorporated herein by reference.
17. This Agreement shall be deemed in effect upon its receipt and acceptance by FHTM at its Corporate Office location at 880 Corporate Drive, Suite 200, Lexington, Kentucky 40503.
18. As a FHTM IR, I shall place primary emphasis upon and shall obtain FHTM's products and services customers, as a condition of my receipt of commissions. Distributor's resident in the states of Georgia, North Dakota, Indiana, Michigan and West Virginia are limited to \$495.00 in IR purchases of all types from the Company during the first six months of being an IR. Permissible IR purchases shall be automatically modified to comply with the exemption requirements set forth in any states laws regulating business opportunities.