



880 Corporate Drive, Suite 200,  
Lexington, Ky 40503

## Independent Representative (IR) Application & Agreement

SPONSOR'S NAME

SPONSOR'S ID#

First Name

MI

Last Name

Social Security #

Date of Birth (MM/DD/YEAR)

Driver's License #

DL State

NOTE – FHTM collects your Social Security number and Driver's License information for tax and identification purposes. Please refer to FHTM's privacy policy at [http://www.fhtm.net/privacy\\_policy](http://www.fhtm.net/privacy_policy).

Mailing Address

City

State

Zip Code

Cellphone # (Business Phone)

Home Phone #

Email Address

### START YOUR BUSINESS FOR \$99.99 MANAGER FEE (IR)\*

- Credit Card (please enter your information below)
- Check, Money Order (please enclose your form of payment)
- E-Check (available ONLY through online enrollement– processing fee waived)

\*The \$99.99 manager fee does not include \$8.99 processing and handling fee.

**Payment Method:** VISA    MASTERCARD    DISCOVER    AMERICAN EXPRESS    (circle one)

Name (as it appears on card)

Card Number

Exp. Date (MM/YEAR)

CVV (Security Code on back of card)

Billing Address

Check this box if your Billing Address is the same as your Mailing Address

**Receive Commission Payment\*:**     Direct Deposit    OR     Paper Check

\*Please note: To receive your commission payment by Direct Deposit, you must provide FHTM with a voided check for the account in which you want the commission payment deposited. There is a \$5 administrative fee per Direct Deposit and a \$6 administrative fee per paper check.

I acknowledge that I have received a copy of the FHTM Terms and Conditions attached hereto as pages 2 and 3, and agree to be bound by these FHTM Terms and Conditions. I further agree to be bound by the published FHTM Policies and Procedures, FHTM Marketing Policy and FHTM Compensation Plan as each of these may be modified by FHTM in its sole discretion.

**NOTICE OF RIGHT TO CANCEL:** I understand that I may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five business days for Alaska residents and fifteen days for Montana residents). See the FHTM Terms and Conditions for an explanation of this right.

Signature

Date

**Need help?** Contact: 859.422.7008 M-F 8:30 am EST - 8:30 pm EST Email: [repsupport@FHTM.net](mailto:repsupport@FHTM.net)

# FHTM 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 in which I reside.
  - 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 Policy and Compensation Plan and FHTM products and services only 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, the FHTM Marketing Policy and FHTM 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 ANY 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, THE FHTM MARKETING AND FHTM COMPENSATION PLAN, ALL 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, the FHTM Marketing Policy and FHTM Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Amendments shall be published in official FHTM materials, FHTM's websites, 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 me and FHTM. 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 COMMONWEALTH OF KENTUCKY. AS SET FORTH IN THE FHTM POLICIES AND PROCEDURES, ALL DISPUTES AND CLAIMS RELATING TO FHTM, THE REPRESENTATIVE AGREEMENT, THE FHTM MARKETING POLICY 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.**
14. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its rights, including but not limited to customer and/or Representative lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to jurisdiction and venue before any federal or state court in Fayette County, Commonwealth of Kentucky.
15. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against FHTM with jurisdiction and venue as provided by Louisiana law.
16. As an enrollee in FHTM, I will receive for my \$99.99, among other things, a sales kit (to keep), sales literature, unique FHTM Representative online resources, online downline reports and customer and representative call center support. I understand and agree that the annual renewal fee is \$99.99.
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.

## NOTICE OF RIGHT TO CANCEL

Date of Transaction: \_\_\_\_\_

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date (5 business days for Alaska residents and 15 calendar days for Montana residents). 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 canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods 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 or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Fortune Hi-Tech Marketing, Inc. 880 Corporate Drive, Suite 300, Lexington Kentucky 40503, **ATTENTION: Cancellations Department NOT LATER THAN MIDNIGHT** of the third business day following the date set forth above.

**I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature \_\_\_\_\_

Date \_\_\_\_\_