

## **AmeriPro Independent Agent Terms & Conditions**

For purposes of these terms, AmeriPro, Inc., its parents, subsidiaries and affiliates shall be referred to as "AMERIPRO".

1. I, the undersigned Applicant, affirm that I am of legal age in the state of execution of this Agreement.
2. I understand that this Agreement is not binding until received and accepted by AMERIPRO. I agree to timely pay for any products, materials, services or other items that I purchase from AMERIPRO. In the event that I am delinquent with respect to such payments, I acknowledge that AMERIPRO may offset such debt from any monies owing to me under its Compensation Program.
3. I agree that I am an IA responsible for my own business and not a representative, legal representative or employee of AMERIPRO or any party with whom AMERIPRO transacts or contracts business. I agree that I will not be representing in any manner, that I am a representative, legal representative or employee of AMERIPRO or any party with whom AMERIPRO transacts or contracts business and will not be treated as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law.
4. I may terminate this Agreement for any reason, at any time, by giving AMERIPRO prior written notice at its address of record. AMERIPRO may terminate this Agreement pursuant to its Policies and Procedures or in the event that I breach any part of this Agreement.
5. I acknowledge that as an IA, 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 IA have been made by AMERIPRO 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 IAs is easy to secure or retain or that substantially all IAs will succeed.
6. I understand that AMERIPRO 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 AMERIPRO strongly recommends the marketing of all available services by IAs to their prospective customers.
7. I acknowledge that my IA relationship is with AMERIPRO and not with any supplier or service provider with whom AMERIPRO transacts or conducts business.
8. In the process of selling or otherwise promoting the products or services that AMERIPRO markets, I agree that I, as an IA, will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the various relationships between AMERIPRO, the said supplier/service provider(s) or me and the products or services.
9. I understand that during any investigation by AMERIPRO with respect to my breach of this Agreement and/or AMERIPRO's Policies and Procedures, my distributorship may be suspended by AMERIPRO and any payments which may be otherwise owing to me shall be escrowed until final resolution has been achieved. I acknowledge that in the event of my

violation of this Agreement and/or AMERIPRO's Policies and Procedures my distributorship rights may be terminated without further receipt of commissions or payments of any kind.

10. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products and services marketed by AMERIPRO and/or its supplier/service provider(s), including but not limited to, any and all permits and licenses required to perform under this Agreement.

11. Neither AMERIPRO nor any supplier/service provider companies with whom AMERIPRO 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 AMERIPRO or any carrier/supplier/service provider(s), or in the event of discontinuation or modification of a product or service by PLEXUS or its carrier/supplier/service provider(s). I understand that the obligations of AMERIPRO and/or its supplier/service provider(s) are limited to the performance of best efforts to process customer orders for acceptance and approval of requested services.

12. I understand that as an IA, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and all AMERIPRO Policies and Procedures.

13. I acknowledge that AMERIPRO markets products and services to end customers at rates established by AMERIPRO and that those products, services and rates shall be subject to change without prior notice.

14. I acknowledge that I am responsible for supervising and supporting Independent Agents of my downline. I agree to maintain regular communication in support of my downline Agents through verbal and written communications.

15. AMERIPRO 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. I further agree that after the purchase and delivery of those materials and services, refunds shall not be allowed under any circumstances, including, but not limited to, termination of this Agreement, obsolescence of such sales literature or promotional materials, except as required by applicable state laws, or any other reason.

16. 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 payment and from my network of IAs in accord with the currently valid AMERIPRO Compensation Plan. AMERIPRO reserves 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 AMERIPRO Compensation Plan. I agree that as a AMERIPRO Independent Agent, I shall place primary emphasis upon the sale of AMERIPRO products and services to non-distributor customers 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 AMERIPRO in check form that remain un-

cashed by me after six (6) months from the date on the check are forfeited by me and thereafter are the property of AMERIPRO.

17. I agree to indemnify and hold AMERIPRO, its shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement. In the event a dispute shall arise between myself and AMERIPRO as to our respective rights, duties and obligations arising out of or relating to this Agreement, and the Policies and Procedures of AMERIPRO it is agreed that such disputes shall be exclusively resolved through binding arbitration before the American Arbitration Association pursuant to the Commercial Rules of Arbitration. The arbitration shall be held in Boston, Massachusetts before a panel of three arbitrators, each side choosing one and then the two choosing the third. Massachusetts law will apply to the resolution of the dispute unless otherwise agreed in writing. The award of the arbitrator shall be final and may be entered in any court of competent jurisdiction. This provision shall not restrict AMERIPRO from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

18. Agents residing in the States of Georgia, North Dakota, Indiana, Iowa, Michigan and West Virginia shall not be required to make an initial payment of more than \$499.99 to enter during the first six (6) months of AMERIPRO representation. Permissible IA purchases shall automatically be modified to comply with the exemption requirements set forth in any state laws regulating business opportunities.

19. I acknowledge that I have received the AMERIPRO Policies and Procedures. I understand and agree that the Policies and Procedures are binding upon me. I further acknowledge that AMERIPRO fully reserves its right to modify this Agreement, the AMERIPRO Policies and Procedures and its Compensation Plan at any time by providing me with written notification or verbal communication through the AMERIPRO website, Voicemail System, Fact-on-Demand System, Newsletter or such modifications through other written or verbal communication from AMERIPRO. 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 AMERIPRO.

20. I acknowledge that this Agreement, the Compensation Plan and the AMERIPRO Policies and Procedures incorporated herein by references constitute the entire Agreement between the parties hereto and shall not be modified or amended except as described in item 20 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.

21. I acknowledge that the Compensation Plan is based on current products AMERIPRO is marketing and is subject to change without notice.

22. During the term of the Independent Agent Agreement, Agents may not, directly or indirectly, sell to or solicit AMERIPRO products and services offered by AMERIPRO through any person or entity other than that specifically designated or approved in writing by AMERIPRO. Independent Agents shall not, during their relationship with AMERIPRO and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of AMERIPRO or its supplier/service provider(s), whether or not the Independent Agent originally procured or brought such

customer to AMERIPRO (such activities are collectively referred to herein as 'Solicitation'). All customers solicited by Independent Agents on behalf of AMERIPRO and its supplier/service provider(s) are deemed to be customers of AMERIPRO or its supplier/service provider(s) and not of its Independent Agents. Independent Agents understand that such non-solicitation prohibition shall be strictly enforced and that AMERIPRO's supplier/service provider(s) shall be a third party beneficiary of this prohibition as well as any proprietary and confidential information provided to AMERIPRO, which in turn is received by an Independent Agent. Further, during the term of the Independent Agent Agreement and for a period of one (1) year thereafter, Agents may not enter into a direct marketing relationship with any supplier/service provider of AMERIPRO. During the term of this Agreement and for a period of one (1) year thereafter, AMERIPRO Independent Agents may not solicit a AMERIPRO Independent Agent, whether active, inactive, individual or entity to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers competing products or services. Violation of this covenant and condition will result in forfeiture of all distributorship rights, including all current and future commissions, bonuses and payments of any kind.

23. I authorize AMERIPRO to charge my credit card account or debit my bank account for my monthly fee. I understand that the fee will be applied to my account today and on my monthly anniversary date. I understand and agree that AMERIPRO has the right at anytime to modify these terms and conditions without notice. I understand and agree that either AMERIPRO or I have the right to cancel this agreement at anytime. Upon cancellation, I understand that I will not be entitled to a full or prorated refund for a monthly subscription fee that has already been applied to my credit card or my bank account. I understand and agree that AMERIPRO has the right at anytime to modify the website and online office service without notice. I understand and agree that AMERIPRO is not liable for any damages due to any error or misinformation that may be provided to me under this service. I understand and agree that AMERIPRO is not liable for any damages due to any error or misinformation that may be provided.

24. All advertising and/or marketing material must be approved by AMERIPRO prior to use to ensure they follow company guidelines and government regulations. Unrealistic claims must never be used.

25. IAs must disclose they are affiliates/distributors of AMERIPRO in any advertising or marketing per FTC regulations.

NOTICE OF CANCELLATION I may cancel this transaction, without penalty or obligation, for a full refund, within five (5) 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 AMERIPRO for processing. I understand that if I cancel after the five (5) day period, I am not entitled to a full refund. This limitation is not applicable in Georgia or if superseded by any state law. If I cancel within the five (5) 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 five (5) business days following receipt by AMERIPRO of my Cancellation Notice. If I cancel, I must make any literature or materials I have received available for return to AMERIPRO 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 AMERIPRO a signed, dated copy of a Notice of Cancellation, or send a telegram to: AmeriPro, Inc., 70 Hovey Road, Londonderry, NH 03053. Where applicable state law on cancellation is inconsistent with AMERIPRO policy, such state law shall be in force.

I hereby apply to become an Independent Agent for AmeriPro, Inc. (AMERIPRO) and have carefully read and agree to abide by all terms and conditions of this Agreement, the Compensation Plan and the AMERIPRO Policies & Procedures which are incorporated by reference herein.