

Enroll now and start your own home-based business today!

Independent Representative Application and Agreement



5LINX® Enterprises, Inc. • 275 Kenneth Drive, Suite 100
 Rochester, New York 14623 • Phone: 585-359-2922 •
 FAX: 585-359-0233 • RepServices@5linx.com • 5LINX.com



NEW REPRESENTATIVE INFORMATION • PLEASE TYPE OR PRINT CLEARLY					
PREFIX	FIRST NAME	M.I.	LAST NAME	COMPANY NAME (IF APPLICABLE)*	
STREET ADDRESS (NO P.O. BOX)			CITY	STATE	ZIP
HOME PHONE		MOBILE PHONE		EMAIL	
DATE OF BIRTH		SS# OR (EIN/FED TAX ID IF A BUSINESS)**		LANGUAGE PREFERENCE	ENGLISH <input type="checkbox"/> SPANISH <input type="checkbox"/>

ENROLLER		
NAME	CONTACT#	RIN

PERMANENT SPONSOR (IF DIFFERENT THAN ENROLLER)		
NAME	CONTACT#	RIN

*If your distributorship will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), please submit copy of Tax ID (EIN) letter and "5LINX Business Entity Application" (Document 103) with this Application and Agreement. No commissions will be released until this documentation is received.

**By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Representative Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a 5LINX Representative, or a partner, shareholder, or principal of any entity having a 5LINX distributorship within the past year. If I have not provided a SSN or TIN I understand that I will not be eligible for commission disbursements until I provide this information to 5LINX. I understand that any intentional misrepresentation of any information I provide on this Application and Agreement may result in action by 5LINX, up to and including termination of this Application and Agreement.

NEW REPRESENTATIVE DESIGNATION

BEST VALUE

VIP Starter Starter Kit
\$999

Includes IMR enrollment and many 5LINX Product samples

Yes, I am selecting the VIP Starter Kit for \$999 plus tax & shipping. I understand and agree that beginning in month 2 I will be automatically enrolled in the Smart Builder subscription for \$55/mo plus tax & shipping, and that this product is shipped in a sealed box. Once the seal is broken, it is no longer returnable under the Representatives Inventory Return Policy.

LEADER Starter Kit
\$499

Includes IMR enrollment and 5LINX Product samples

Yes, I am selecting the LEADER Starter Kit for \$499 plus tax & shipping. I understand and agree that beginning in month 2 I will be automatically enrolled in the Smart Builder subscription for \$55/mo plus tax & shipping, and that this product is shipped in a sealed box. Once the seal is broken, it is no longer returnable under the Representatives Inventory Return Policy.

IMR \$199

Earn 10-20% on all product sales. Eligible for residual commissions on all product and services.

Yes, I am also enrolling in the Smart Builder subscription for \$55/mo plus tax & shipping. Smart Builder is the best way to build your 5LINX business, delivering 20 product samples and 20 \$10 prepaid gift cards right to your door each month. I understand and agree that this product is shipped in a sealed box. Once the seal is broken, it is no longer returnable under the Representatives Inventory Return Policy.

*The Smart Builder is the smartest way to build your 5LINX business. Included are samples of the 5LINX Wellness Products. AND, they're delivered right to your doorstep!

Please Enroll Me In:

Platinum Discount Network—RECOMMENDED (\$49.95/mo) An exclusive savings network that offers discounts on travel, retail, dining, personal services, groceries, a free credit consultation and much more. PLUS you will receive these additional FREE benefits to build your 5LINX business:

- Enhanced Reporting
- Personal Website
- Monthly Newsletter & Quarterly Magazine
- Free Annual Position Renewal
- 5LINX.net Email Address
- Exclusive Discounts, Benefits, Trainings & More!

PLUS, EARN DOUBLE THE POINTS ON YOUR VIP OR LEADER ENROLLMENT!

APPLICANT'S SIGNATURE _____ DATE _____

PAYMENT INFORMATION

Method of Payment (Check One): Credit Card Check (payments withheld until processed successfully) Money Order

I authorize 5LINX Enterprises, Inc. ("5LINX") to charge the credit card below for the amount I have selected. I understand I may cancel any recurring charges at any time with 5 days notice.

CREDIT CARD NUMBER	EXPIRATION DATE	CVV CODE	BILLING ZIP CODE
NAME AS IT APPEARS ON CARD		AUTHORIZED SIGNATURE	

Please mail or fax this completed Application and Agreement to 5LINX to obtain your Representative Identification Number (RIN). Fax to: 585-359-0233, or mail to: 5LINX, Representative Application Department, 275 Kenneth Drive, Suite 100, Rochester, New York 14623. Promotion qualifications are not valid and no commission or bonus checks will be sent to the applicant until 5LINX receives the signed Application and Agreement. Your canceled check or credit card charge constitute your receipt and verification that your Application and Agreement has been accepted by 5LINX. If a check is refused for insufficient funds, you will be charged a \$50 fee.

This Application and Agreement is subject to acceptance by 5LINX through issuance of a Notice of Acceptance. This Agreement may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of 5LINX and delivered to you. Any different or additional terms in any document you supply are hereby expressly rejected, notwithstanding 5LINX's act of shipping goods or similar act. 5LINX's agreement to appoint you as a Representative is expressly conditioned upon your acceptance of this Agreement.

5LINX REPRESENTATIVE ACKNOWLEDGMENT (“ACKNOWLEDGMENT”)

- General Acknowledgment.** I understand and acknowledge that as an independent Representative of 5LINX Enterprises, Inc. (“5LINX” or the “Company”): (a) I have the opportunity to purchase products and services from 5LINX or its partners; (b) I have the right to offer for sale 5LINX products and services, without the individual approval of each sale by 5LINX, but in accordance with this Acknowledgment, the 5LINX Policies & Procedures and all appendices thereto, including without limitation, the 5LINX Marketing and Compensation Plan (all of which are collectively referred to herein as the “Agreement”); (c) I have the opportunity to enroll persons as Representatives of 5LINX; (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 5LINX for the sales of its products and services; and (h) I will procure leads for both customers and other Representatives on my own without the assistance of the Company and I understand that the Company does not provide leads to me.
- Compliance with 5LINX Materials.** I agree to accurately present: (a) the 5LINX Marketing and Compensation Plan to current and prospective Representatives in my downline organization; and (b) 5LINX products and services to current and prospective customers in a manner consistent with, and in accordance with, the Agreement and any terms of sale provided by 5LINX. As part of the foregoing, I will make no claims regarding potential income, earnings, health benefits, or the features of products or services beyond what is stated in official 5LINX literature. Except as allowed in the 5LINX Policies & Procedures, unless I have received express written permission from 5LINX, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than 5LINX, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to 5LINX products, services, or the 5LINX Marketing and Compensation Plan; (b) use or display any 5LINX or 5LINX partner trademarks, trade names, service marks, logos, designs or symbols; or (c) advertise 5LINX products, services, or the opportunity to become a 5LINX Representative.
- Independent Contractor Relationship.** I agree that as a 5LINX Representative I am an independent contractor (direct seller) and not an employee, agent, partner, legal representative, or franchisee of 5LINX. As a result, I understand and agree that: (a) I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of 5LINX; (b) I control the manner and means by which I conduct sales as an independent 5LINX Representative, subject to my obligations to comply with the Agreement; (c) I will not be compensated based on hours worked, but on a commission basis for products and services sold as set forth in the 5LINX Marketing and Compensation Plan; (d) I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses; (e) I shall not be treated as an employee of 5LINX for federal or state tax purposes; (f) 5LINX is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, FUTA, or taxes of any kind, unless such withholding becomes legally required; (g) I shall be bound by all sales tax collection agreements between 5LINX and all appropriate taxing jurisdictions, and all related rules and procedures; and (h) I am not eligible for unemployment compensation, medical benefits, sick pay, vacation pay nor any type of pension plan.
- Representative Has Read and Understands the Agreement.** I have carefully read and agree to comply with the Agreement, including without limitation, the 5LINX Policies & Procedures and the 5LINX Marketing and Compensation Plan. I understand that I must be in good standing, and not in violation of any of the terms of any of the Agreement in order to be eligible to receive any bonuses or commissions from 5LINX. I understand that the Agreement may be amended from time to time by 5LINX, and I agree that any such amendments will apply to me as set forth in the 5LINX Policies & Procedures.
- Terms of Relationship.** The initial term of 5LINX’s appointment of me to act as an independent 5LINX Representative shall commence on the date that this Acknowledgment as signed by me is accepted by 5LINX to the same date of the following year. Thereafter, the term shall be governed by the provisions of the 5LINX Policies & Procedures.
- No Assignment Permitted.** Except as provided in the 5LINX Policies & Procedures, I understand and agree that I may not assign any rights or delegate my duties under this Acknowledgment nor under the Agreement without the prior written consent of 5LINX.
- Failure to Comply with Agreement, Cancellation, Termination, Non-Renewal.** I understand that if I fail to comply with the terms of any of the Agreement, 5LINX may, at its discretion, terminate my right to continue as a 5LINX independent Representative or impose upon me other disciplinary action, as provided in the 5LINX Policies & Procedures. If I am in breach, default, or violation of the 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 my rights as a 5LINX independent Representative are cancelled, terminated, or not renewed for any reason, I will forever lose my rights as a 5LINX independent Representative, including, without limitation, all rights to my downline marketing organization, and all rights to compensation pursuant to the 5LINX Marketing and Compensation Plan. If I fail to pay for products and services when payment is due, I authorize 5LINX 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 5LINX to charge.
- Waiver of Liability.** To the maximum extent permitted by law, 5LINX, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as “affiliates”), shall not be liable for, and I release 5LINX 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 any of the following: (a) my breach or failure to comply with any portion of the Agreement; (b) any promotion, operation, or other actions by me that violate any of the terms of the Agreement; (c) any incorrect or wrong data or information provided by me; and (d) my failure to provide any information or data necessary for 5LINX to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of bonuses or commissions. I agree that the entire liability of 5LINX and its affiliates for any claim whatsoever related to my relationship with 5LINX, including but not limited to, any cause of action sounding in contract, tort, or equity shall not exceed, and shall be limited to, the sale price of the products and services I have purchased from 5LINX under the Agreement within the past twelve (12) month period.
- Indemnification.** I agree to indemnify, hold harmless, and for any third party claims, defend at my expense, 5LINX and its affiliates against any and all claims, losses, demands, liabilities, judgments, attorney’s fees and all other expenses arising or alleged to arise in connection with my activities as a 5LINX independent Representative or any breach or failure by me to comply with any portion of the Agreement.
- Entire Agreement.** This Acknowledgment, along with all of the portions of the Agreement, constitutes the entire contract between 5LINX and me. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Conflicts.** To the extent of any conflict or inconsistency between this Acknowledgment and the 5LINX Policies & Procedures and the appendices thereto, the terms of the 5LINX Policies & Procedures and the appendices thereto shall in all instances supersede and prevail.
- No Waivers.** Any waiver by 5LINX of any breach or failure by me must be in writing and signed by an authorized officer of 5LINX. Any written waiver by 5LINX of any breach or failure by me shall not operate or be construed as a waiver of any subsequent breach or failure.
- Enforceability.** In the event that any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the Agreement will remain in full force and effect.
- Governing Law; Venue, and Arbitration.** This Acknowledgment will be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles. As set forth in Sections 13.3 and 13.4 of the 5LINX Policies & Procedures, certain disputes between me and 5LINX will be governed by arbitration and all disputes will be heard in arbitration or in court in Monroe County, New York. I agree I have reviewed Sections 13.3 and 13.4 of the 5LINX Policies & Procedures and will comply with its requirements. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against 5LINX with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Representative Agreement, 5LINX will refund 90% of the purchase price for mandatory replicated websites that Reps are REQUIRED to purchase.
- Waiver of Class Actions.** If an independent Representative files a claim or counterclaim against any 5LINX entity, an independent Representative shall do so only on an individual basis and not with any other representative or as part of a class action.
- Consent to Use of Personal Information.** I consent to 5LINX’s collection and use of my personal information in connection with 5LINX’s business operations. My personal information may be used by 5LINX to consider and approve or reject my application. If approved, 5LINX may use my personal information for the processing of orders submitted by me, including payments due to me. My personal information may also be used to conduct analysis and review to assist 5LINX in assessing and revising its product and service offerings as well as its methods of distribution. I acknowledge that my personal information will be shared with 5LINX affiliates some of which are located in jurisdictions other than the United States and, as a result, my personal information may become subject to the laws of those jurisdictions.
- Consent to Receipt of Email Communications.** I specifically consent to the receipt of email and other forms of electronic communications from 5LINX, and agree to execute and deliver to 5LINX, upon request, any further waivers, agreements, consents, and acknowledgements as may be required or requested by 5LINX from time to time to ensure or confirm compliance with the Canadian Fighting Internet and Wireless Spam Act and other similar laws. You may opt out in your virtual office.
- Consent to Receipt of SMS Text Communications.** By providing your wireless telephone number to 5LINX Enterprises, Inc. (5LINX) you are expressly consenting and authorizing 5LINX to deliver or cause to be delivered to you advertising or telemarketing text messages, SMS messages, and other similar electronic messages using an automatic telephone dialing system or an artificial or prerecorded voice to the mobile number provided in this agreement or in any other subsequent communications with 5LINX or its representatives. You are not required to consent and authorize 5LINX (whether directly or indirectly) to provide you with these electronic telemarketing messages as a condition of purchasing any property, goods, or services. Based upon current business practices, it is anticipated that you will receive approximately 15 text messages from 5LINX per month about promotions, products, events and the latest news. Message and data rates may apply. You can opt out of these messages at any time by replying to one of the messages received with the response STOP.
- Agreement to Refrain from Discrimination.** I agree that I shall not engage in any discriminatory practices, including sexual harassment and harassment based upon race, sex, national origin, religion, disability, age or any other protected characteristic. I understand that harassment of employees, representatives, customers, including harassment because of race, color, religion, creed, national origin, ancestry, citizenship, age, sex, pregnancy, marital status, disability, sexual orientation, military or veteran status or any other status protected under applicable federal, state or local laws, is unacceptable and will not be tolerated. In keeping with this commitment, I will not tolerate, and understand that 5LINX will not tolerate, the harassment of representatives by anyone, including any representative, employee, vendor, client, contractor, or customer.
- Confidentiality Obligations.** I understand and agree that the 5LINX Policies & Procedures obligate me to keep all confidential information of the Company in the strictest of confidence and I agree to comply with those obligations.

Notice of Cancellation: You may CANCEL this transaction, without any Penalty or Obligation, within TEN BUSINESS DAYS from the above date. 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 cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, the starter kit 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, fax or deliver a signed and dated copy of this cancellation notice including your RIN and address to 5LINX Enterprises, Inc. 275 Kenneth Drive, Suite 100, Rochester, New York 14623. I HEREBY CANCEL THIS TRANSACTION.

Date _____ Buyer’s signature _____

RIN# _____ Address _____