



INDEPENDENT REPRESENTATIVE TERMS & CONDITIONS

I hereby apply to become an affiliate or independent representative of the marketing program.

As an independent representative, I understand and agree that:

1. I am of legal age in the state in which I enter this agreement.
2. I shall become an independent representative upon acceptance of this application. As an independent representative, I shall have the right to sell the services and/or products offered in accordance with the marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to independent representatives all amendments to the marketing plan, statement of policy, etc. will be incorporated with this agreement.
4. I have carefully reviewed the marketing plan, rules and regulations, and policies and procedures, and acknowledge that they are incorporated as part of this agreement in their present form and may be modified from time to time.
5. The term of the independent representative agreement is one year. Independent representatives must apply to renew their independent representative agreement annually.
6. Subscription Refund Policy: Our goal is to effectively and fairly serve those subscribers registered with Global Gas Card, Inc., both individuals and institutions. Please be aware of the following policy that Subscriber Service Staff, Program Directors and Center Executives will strictly follow: We do not refund subscription fees. The subscription services will be effective to the end of the annual payment period.
7. An independent representative shall be entitled to cancel participation in the marketing program at any time and for any reason.
8. Upon acceptance of this application I will be an independent contractor responsible for my own business and not an employee. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
9. I will not use any trade name and/or trademark except in the advertising provided to me, if applicable, or in other advertising without prior written approval.
10. Any independent representative, who sponsors other independent representatives, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product and/or service to the ultimate consumer and in the training of those sponsored. Independent representatives must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, directing individuals to training and sharing genealogy information with those sponsored. Independent representatives should be able to provide evidence annually of ongoing fulfillment of sponsor responsibilities.
11. There are Processing Fees that will be assessed to all Commission Redemptions: \$5.00 Check processing Fee for Redemptions that require corporate to mail you a check and \$2.00 Fee for all other commission redemptions. All commission redemptions can be made each business day of the week.
12. There is a 7 Day Hold on all new commissions to allow a new Independent Rep to Cancel within 7 days. Our compensation plan offers ways of reducing the hold time, however if due to commission claw-backs

you become in arrears you will not be entitled to future commissions and or rewards until the amount in arrears is paid back to the company via money order for the negative balance amount or future earnings offset the negative amount, whichever comes first.

13. All returned checks will be subject to re-deposit for a period of one year from the date of the original online order and there will be a return check fee of \$35 for all returned checks.

14. If a check needs to have a stop payment put on it, a charge of \$35 will be assessed to the distributor in order to re-issue the check.

15. The Independent representative acknowledges that an independent representative is a wholly independent marketing representative who establishes and services retail customers as an independent contractor. The position of independent representative does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the representative for the right to distribute products and/or services pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture.

As an independent contractor, the independent representative shall:

A. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of products and/or services

B. At the independent representative's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising products and/or services.

C. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the independent representative's activities in connection with this agreement.

16. No purchase or investment is necessary to become an independent representative other than the purchase of an independent representative sales kit, if applicable, which is sold "at cost." (Purchase is optional in North Dakota.)

17. Prior written approval is required for the following:

A. A partnership or corporation may be an independent representative. However no individual may participate in more than one (1) representative ship in any form without express written permission. In only the most extreme and extraordinary circumstances will this be considered.

B. For there to be more than one independent representative in an immediate family, household or business;

C. Issuance of a position in a corporate name.

18. Independent representative may be immediately terminated if the independent representative discredits or violates any requirement contained in this Agreement, Policy and Procedures, or training manuals or misrepresents the products and/or services along with the opportunity by making claims contrary to the applicable product and/or service literature and labels.

19. This agreement constitutes the entire agreement for the independent representative and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

20. This agreement shall be governed by the laws of the state to be determined by the website owner, and all claims, disputes and other matters between the parties of this agreement shall be brought in the County Court or U.S. District Court where deemed necessary.

21. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.