



Independent Business Owner Agreement

TERMS AND CONDITIONS (EFFECTIVE JANUARY 6, 2020)

For purposes of these Terms, All Communications Network of Canada Co. may be referred to herein as "ACN Canada" or "ACN". ACN and its parents, subsidiaries, and affiliates may be referred to herein collectively as the "ACN Companies" or each individually as an "ACN Company".

[Click here for ACN's Policies & Procedures](#)

I hereby apply to become an Independent Business Owner("IBO") for All Communications Network of Canada Co ("ACN") and agree to the terms and conditions set forth in this agreement, in the ACN Policies and Procedures and the ACN Compensation Plan which are incorporated herein by reference:

Start Up Fee: \$199* for the initial one-year term

Business Support Fee: \$25* per month (initial monthly payment due upon sign-up)

Renewal Fee: \$49* per year after the first year

Note: For IBOs with a Renewal Date on or after May 1, 2020, the initial monthly Business Support Fee payment will be due and payable in May 2020 on the same day of the month in which your annual renewal falls. For example, if your annual renewal day is the 16th of the month, your first monthly Business Support Fee payment will be on May 16, 2020.

*Plus applicable taxes. Applicable taxes are subject to change. All taxes become payable on the date that the agreement is signed and dated by the applicant.

1. I, the undersigned Applicant, affirm that I am of legal age in the province of execution of this Agreement.

2. I understand that the ACN Products and Services are offered in different markets on terms and at rates determined by ACN or ACN Providers, and that the markets where the services are offered and the terms and conditions or prices thereof may change from time to time without notice.

3. I hereby authorize ACN to (i) charge the start-up fee and initial monthly Business Support Fee to my credit or debit card on file with ACN (the "Payment Method"); and (ii) automatically charge the Payment Method for each business support fee and renewal fee payment due and payable under this Agreement, together with any account maintenance fees. Additionally, there is a nominal fee to process all payments made to IBOs. I acknowledge and agree that it is my responsibility to ensure the Payment Method remains valid at all times during the term of this Agreement, and that I will provide to ACN all information necessary to allow ACN to charge the Payment Method (or any valid, replacement credit or debit card, which is hereinafter referred to as the Payment Method) for all amounts due and payable by me to ACN. I further acknowledge and agree that if the Payment Method becomes invalid for any reason, ACN will provide notice to me (each, a "Payment Notice"), and any compensation payments will be held until I provide a valid Payment Method to ACN that allows ACN to process all payments due and payable to ACN going forward. I understand that if I timely respond to a Payment Notice, ACN will charge my Payment Method for any accrued but unpaid business support fees and will release any held Compensation upon successful processing of such charge.

I acknowledge and agree that, notwithstanding the foregoing, in the event that I fail to provide a valid Payment Method (i) within ninety (90) days of the relevant Payment Notice, then my IBO position will be deactivated and I will forfeit your rights to payment of compensation of any kind, regardless when earned, and I must provide a valid Payment Method and pay all amounts then due and payable in order to reinstate my IBO position; or (ii) within one (1) year of the receipt of a Payment Notice, then my IBO position will be deactivated and cannot be reinstated, I will forfeit your rights to payment of compensation of any kind, regardless when earned, and my Agreement will be terminated, meaning I will need to re-enroll as a new IBO in accordance with this Agreement.

4. This Agreement shall become effective upon acceptance by ACN and continue for an initial term of one (1) year unless sooner terminated as permitted herein. My relationship with ACN may be extended for additional one year periods by my agreement to the then current ACN IBO CA Terms and Conditions, and payment of ACN's annual renewal fee no later than 30 days after each Agreement anniversary date. The fees due and payable hereunder cover the costs of establishing and servicing my ACN business, and enable me to conduct and maintain my business status with ACN, and are in consideration for a variety of services provided by ACN at no additional cost to me including, but not limited to, access to and use of business reporting tools and alerts, the ACN Compass App, marketing materials and tools, training materials and personal development tools, and back-office support. I understand that failure to renew or pay any fees due to ACN within the specified time frame shall result in termination of this Agreement and my relationship with ACN and deactivation of my IBO position, and shall

result in the forfeiture of bonuses, commissions or other payments from ACN. However, those rights and obligations which by their nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation, confidentiality, and account maintenance fees.

5. I agree that I am an Independent Business Owner responsible for my own business and not an agent, legal representative or employee of ACN, any other ACN Company, or any ACN Provider. I agree that I will not be representing in any manner, that I am an agent, representative, legal representative or employee of ACN, any other ACN Company or any ACN Provider and will not be treated as an employee for purposes of any federal, provincial or local statute, regulation, ordinance or other law.

6. I consent to the collection, use, disclosure and transfer of my personal information as set out as follows:

A. For the purposes of processing my application to become an Independent Business Owner and administering my participation in the ACN Compensation Plan, including but not limited to the calculation of my compensation and commissions, the communication of information pertinent to any ACN Company's products or management, and any administrative or other purposes relevant to my participation as an Independent Business Owner. I agree to the collection, use, disclosure and transfer of my personal information by and between any ACN Company.

B. Where applicable, I also consent to having my name, my occupation, position at ACN (ranking), location of residence, published on any ACN Company website, or any other marketing or promotional materials for the purposes of reporting my accomplishments.

C. My personal information related to my participation in the ACN Compensation Plan will be maintained electronically, and will be available to ACN Company employees or agents involved in the administration and operation of the ACN Compensation Plan who require such access and use for the performance of their duties or responsibilities.

D. I understand that I have a right to access and rectify my personal information contained in my electronic file held that may be obsolete, incomplete or incorrect by writing ACN, Attention: Privacy Officer at Postal Station B, Montreal, QC H3B 3K3, PO Box 720, or by telephone at (514) 390-8666.

7. I may terminate this Agreement for any reason, at any time, by giving ACN prior written notice at its address of record. ACN may terminate this Agreement pursuant to its Policies and Procedures or in the event that I breach any part of this Agreement.

8. I understand that the ACN Companies offer various products (including goods and services) in different markets and, based on business conditions, certain products or the markets where the products are offered may change from time to time without notice. Further, I understand that ACN strongly recommends the marketing of all available products by IBOs to their prospective customers.

9. I acknowledge that ACN is not otherwise affiliated with or authorized on the behalf of any telecommunications carrier company or other provider with whom it transacts or contracts business ("ACN Provider") and that my IBO relationship is with ACN and not with any ACN Provider.

10. I agree that as an IBO, this Agreement with ACN grants me the limited authority to promote and sell the products offered by or through ACN ("ACN Products"), subject to terms and conditions established by ACN from time to time or by the ACN Providers.

11. In the process of selling or otherwise promoting the ACN Products, I agree that I will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the ACN Products or about the various relationships between ACN, the ACN Provider(s) and me.

12. I agree to keep accurate records and to avoid any misleading, deceptive or unethical practices. I further agree to abide by all Federal, Provincial and local laws and regulations governing the sales contemplated under this Agreement and the ACN Documents including but not limited to the Canada Anti-Spam Legislation. For greater clarity, I agree to comply with federal and provincial privacy laws respecting the privacy of my customers, and will only collect, use, disclose and transfer their personal information with their informed consent, only for the purposes for which they have consented, and always in compliance with applicable legislation.

13. None of ACN, any other ACN Company, or any ACN Provider 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 ACN or any ACN Provider, or in the event of discontinuation or modification of a product or service by ACN, any ACN Company, or any ACN Provider. I understand that the obligations of ACN and the ACN Providers are limited to the performance of best efforts to process customer orders for acceptance and approval of requested services.

14. I further agree that as an IBO, I am responsible for the payment of all Federal, Provincial and local taxes, including, but not limited to, income, social insurance, or any other taxes, contributions, remittances or premiums, which may be required in connection with this Agreement.

15. ACN specifically reserves its sole proprietary interest in its company name, logo, trademarks, copyrighted materials or service marks to use the items for its own business purposes. Thus, I agree that I will not use ACN's company name, logo, trademarks, copyrighted materials or service marks in any form (i.e. printed, audio, video, electronic) except as permitted in writing by ACN in advertising or promotional materials provided, designed or published by ACN. I also agree that I am prohibited from using the company name, logo, trademarks, copyrighted materials or service marks of any telecommunications carrier company which transacts or contracts business with ACN. I understand that the unauthorized use of trademarks or copyrights is a violation of law and shall terminate this Agreement.

16. I further agree that as an IBO, I am responsible for the payment of all Federal, Provincial and local taxes, including, but not limited to, income, social insurance, or any other taxes, contributions, remittances or premiums, which may be required in connection with this Agreement.

17. I understand as an IBO, I am free to select my own means, methods and manner of operation and I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and the ACN Documents.

18. I acknowledge that ACN may transact business as a Reseller or Marketing Agent with various ACN Providers in order to provide the ACN Products to end customers. The rate for the ACN Products shall be established by ACN or the ACN Providers and from time to time shall be subject to change without prior notice.

19. I acknowledge that attendance at the training is entirely optional. If I decide not to attend the training, this in no way affects my eligibility for commissions.

20. ACN 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.

21. Independent Business Owners are not required to purchase any ACN Products. If, however, I elect to purchase any ACN Product, I agree to pay for such ACN Product in a timely manner as prescribed by ACN or the applicable ACN Provider. If I fail to pay for any ACN Product so elected within thirty (30) days of the date payment is due, ACN has the right to terminate this Agreement and apply any compensation otherwise due to me to the complete satisfaction of any unpaid balance for such ACN Product or against any indebtedness owed to me by ACN or any ACN Company.

22. 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 each month from my personal customers usage payments for ACN Products and from usage payments from my network of IBOs in accordance with the currently valid ACN Compensation Plan. I understand that eligibility to receive ACN Payments is conditioned upon being an active IBO with a valid Agreement in effect on the date such compensation is scheduled to be paid. ACN reserves the right to vary or change eligibility as set out in the ACN Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the ACN Compensation Plan. I agree that as an ACN IBO, I shall place primary emphasis upon the sale of ACN Products to customers. Under certain circumstances, commission rates may be adjusted for promotional products or negotiated pricing. I agree that any payments made to me by ACN in cheque form that remain uncashed by me after six (6) months from the date on the check are forfeited by me and thereafter are the property of ACN.

23. I acknowledge that as an IBO, 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 IBO have been made by ACN 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 or that sponsorship of other IBOs is easy to secure or retain or that substantially all IBOs will succeed.

24. I agree to indemnify and hold ACN, the other ACN Companies, the ACN Providers, and their respective shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any legal fees, arising out of my actions or conduct in violation of this Agreement. Ontario law will apply to the resolution of any dispute, unless otherwise agreed in writing. This provision shall not constrict ACN, any ACN Company, or any ACN Provider from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction. I understand that I have a right to access and rectify my personal information contained in my file held that may be obsolete, incomplete or incorrect by writing ACN, Attention: Privacy Officer at the address listed in the term 6(d), or by telephone at 800-599-9559.

25. I acknowledge that I have reviewed the ACN Documents. I understand and agree that the ACN Documents are binding upon me. I further acknowledge that ACN fully reserves its right to amend this Agreement and the ACN Documents at any time by providing me with written notification or verbal communication through the ACN website (www.acncanada.ca), Newsletter or such modifications through other written or verbal communication from ACN. Any changes to this Agreement made by ACN may apply: (1) upon the date of execution or posting of the amended Agreement on the ACN website, or (2) prospectively to some specified date in the amendment. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively. I understand that although I may be provided with information concerning ACN, its business, my IBO status and other matters by parties other than ACN, including my sponsor and other ACN Independent Business Owners, to the extent that any such information conflicts with the terms of the Agreement or the ACN Documents, this Agreement shall be controlling in all cases. To the extent of any conflict between the Policies and Procedures and any other ACN material, the Policies and Procedures shall prevail. 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 ACN.

26. I acknowledge that the Compensation Plan, based on current products ACN is marketing, is subject to change without notice.

Right To Cancel

I may cancel this transaction, without penalty or obligation, for a full refund, within ten (10) 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 ACN for processing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. If I cancel within the ten (10) 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 ten (10) business days following receipt by ACN of my Cancellation Notice.

To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally to ACN a signed, dated copy of a Notice of Cancellation, or send a telegram to:

ACN Canada • P.O. Box 720 • Postal Station B
Montreal, QC H3B 3K3

I hereby apply to become an Independent Business Owner for ACN Canada and have carefully read and agree to abide by all terms and conditions of this Agreement, the **ACN Compensation Plan**, the **ACN Company Anti-Slamming Policy**, the **ACN Policies and Procedures** and any other document incorporated by reference or referred to in these documents (the "ACN Documents") or which are incorporated by reference herein. In the event of any inconsistency or conflict between any of these documents, the terms of this Agreement shall prevail.

A PARTICIPANT IN THIS MULTI-LEVEL MARKETING PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO ACN AT ITS PRINCIPAL BUSINESS ADDRESS.