



# PRE-LAUNCH Cyber Scout/Agent Application and Agreement

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FORM 1000-PRE PAGE 1

## Applicant Information

Please print or type clearly. Incomplete documents will be returned.

\_\_\_\_\_  
Name (Last, First, Middle)

\_\_\_\_\_  
Company/Business Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Social Security or EIN Number

\_\_\_\_\_  
Apt.

\_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
Evening Phone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

## Draft Information (Representative who referred you to ACAgent.)

\_\_\_\_\_  
Name (Last, First, Middle)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Referring Scout/Agent I.D. Number

\_\_\_\_\_  
E-mail

## Cyber Scout/Agent Success Training Kit

(Payment of \$45.00 to be included with all applications. This amount includes your ACAgent equipment bag, which contains your Success Training Kit, and everything you need to get started as a cyber scout/agent. This amount also includes all shipping and handling charges, and sales taxes, when applicable.)

Classification:  I am applying to train for and become an ACAgent Cyber Scout.  I am applying to train for and become an ACAgent Cyber Agent.

Please select one:  I Have included a money order or certified check for \$45.00. (Make checks payable to ACAgent only.)  Please bill my credit card (information below) for \$45.00.

## Credit Card Information

Visa  Mastercard  American Express

\_\_\_\_\_  
Card Number

\_\_\_\_\_  
Cardholder Name(as it appears on card)

\_\_\_\_\_  
Expiry Date

\_\_\_\_\_  
Cardholder Billing Address

## Shipping Instructions

- Ship Success Training Kit to applicant, as indicated above
- If other than applicant, ship Success Training Kit to:

\_\_\_\_\_  
Name (Last, First, Middle)

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Apt.

\_\_\_\_\_  
Phone Number

## Terms and Conditions

Cyber scout or cyber agent applicant (as named in section one) hereby applies to be an independent associate in the ACAgent remuneration program. The applicant agrees to all the terms and conditions on this page and on the page titled *Cyber Scout/Agent Application and Agreement Terms and Conditions*, of which the applicant has a copy. The applicant further agrees to ACAgent rules, procedures and policies. Applicant has been advised and understands that no product purchase is required to be a cyber scout or cyber agent.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

## Notice of Cancellation (use only if canceling Agreement)

You may cancel this transaction, without penalty or obligation, within three business days from the date of this order. If you cancel, any payments you have made to ACAgent will be returned to you within ten days following receipt of your notice of cancellation. Should you cancel, you must make available, at your residence, to ACAgent, any goods that were delivered to you, in the same condition in which they were delivered, under the contract of this sale. If you prefer, you may comply with the seller's instructions regarding the shipment of the goods at the expense and risk of the seller. If you make the goods available to the seller, and the seller does not collect the goods within 20 days of the date of this notice, you may retain or dispose of the goods without further obligation. Should you fail to make the goods available to the seller, you will remain liable for performance of all obligations under any agreement relevant to the sale between you and the seller. To cancel this transaction, mail or deliver a signed and dated copy of your cancellation notice or send a telegram to your seller.

On or before the date of \_\_\_\_\_, I, \_\_\_\_\_, hereby cancel this transaction.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ACAGENT CYBER SCOUT/CYBER AGENT APPLICATION AND AGREEMENT TERMS AND CONDITIONS**

1. ACagent (hereafter "company") is a direct-selling company, which supplies products for resale through independent contractors, called ACagent Cyber Scouts and Cyber Agents.
2. Applicant understands and agrees that remuneration under this Agreement will consist only of retail profits and/or commissions that result from direct sales to consumers. The applicant further understands that sales to consumers are to be conducted primarily in home or otherwise, rather than in a permanent retail establishment.
3. Applicant is at least the age of majority in the applicant's state of residence. The applicant understands and agrees that, as an ACagent Cyber Scout or Cyber Agent, the applicant is an independent contractor, and not an agent, employee or legal representative of ACagent or ACsports, or of Applicant's enrolling Cyber Scout, Cyber Agent or Director, and Applicant will not in any way represent otherwise. ACagent Cyber Scouts and Cyber Agents are not treated as employees with respect to Federal and State tax purposes. This Agreement does not create or imply a franchise, partnership, joint venture, equity, or fiduciary position between applicant and Company or Applicant's enrolling Cyber Scout, Cyber Agent or Director. The Company holds no responsibility for damages or liabilities arising out of Applicant's business activities or practices. ACagent Cyber Scouts and Cyber Agents determine their working hours, selling locations and methods, and pay their own expenses.
4. Applicant is responsible for, and agrees to pay, all of Applicant's own income, Social Security, unemployment, and any other Federal, State or local taxes, licenses, or fees of any kind. When required, Applicant agrees to collect sales taxes on products or services and remit them to the appropriate taxing authorities.
5. Applicant certifies at cost purchase of the required Cyber Scout/Agent Success Training Kit (not required in North Dakota), which contains sales materials only, not for resale. If Application is rejected, amounts paid will be returned to the Applicant.
6. Until Company notifies Applicant of acceptance or rejection, Applicant is provisionally authorized as an ACagent Cyber Scout or Cyber Agent under the terms of this Agreement and is provisionally authorized to sell Company products and services within the United States of America, its possessions and territories, to refer other Cyber Agents or Cyber Scouts to the program, and to participate in the Compensation Plan provided by the Company in accordance with the Company's rules. Company has the right to reject any Application for any reason.
7. As are Cyber Scout/Agent, you are an independent representative of ACagent and are therefore authorized to market and sell Cyber Athlete Agreements. ACagent Cyber Scout or Cyber Agent authorization extends for a year following the Company's acceptance date. Current authorization must be maintained by an annual renewal process. Failure to renew on time constitutes voluntary termination.
8. Applicant has read Company's Rules, this entire Agreement, all terms and conditions, and certifies understanding of all parts, and agrees that they are all incorporated into and made part of this Agreement as they currently exist and as they may be amended through the Company's amendment process, along with all other Policies and Procedures of the Company.
9. Applicant agrees not to use, promote, or produce materials of any kind that use or display Company names, logos, programs, products, or otherwise protected materials without the Company's prior written permission, and not to repackage, re-label, or alter in any way the Company's goods or services.
10. Applicant agrees to explain Company programs and products honestly and completely when presenting them to others. The following points will be made in any presentation: a) *no purchase of goods or services is required to participate at any level in the program*, b) no earnings of any amount are guaranteed by the Company or its programs, c) no Cyber Scout or Cyber Agent earns money solely for enrolling others as Cyber Scouts or Cyber Agents, d) retail selling is a requirement, e) there are no exclusive territories. If income examples, extrapolations, or geometric progressions are given, the phrase "*Some Cyber Scouts or Cyber Agents will earn no money at all in this program*" must be used. Applicant certifies that no representations contrary to the above points have been made and understands that the success as a Cyber Scout or Cyber Agent comes from retail sales, service and the development of a marketing network.
11. Company will repurchase, at 90% of Cyber Scout's or Cyber Agent's cost, minus profits, commissions, or bonuses paid out to Cyber Scouts or Cyber Agents, currently marketable Company products or Cyber Scout/Agent Success Training Kit, in resalable condition, from any Cyber Scout or Cyber Agent who purchased the products directly from the Company and who leaves the business, following Company policies.
12. Any controversy, claim, action, or lawsuit relating to or arising out of this Agreement, Company Rules, policies or procedures, or any other disagreement between the parties shall be resolved by arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association. *Arbitration will be held in Los Angeles, State of California.* Judgment upon the award rendered may be entered in any court of competent jurisdiction. In the event this arbitration provision is declared invalid or unenforceable for any reason, the parties agree that venue and jurisdiction shall be in the *courts of the State of California, Los Angeles* or applicable Federal courts serving this jurisdiction. *This Agreement is governed by the laws of the State of California.*
13. Applicant agrees to pay any and all costs, including attorney's fees, incurred by the Company as a result of any violation of this Agreement or any Rule, policy or procedure of the Company or any other dispute between Company and Applicant. In the event any portion of this Agreement at any time, for any reason, is determined to be void or superseded, the provisions of this paragraph shall survive.
14. Company may terminate the Agreement of any Cyber Scout or Cyber Agent at any time for violating this Agreement, including the Rules and Policies and Procedures as currently set forth in Company literature and as may be amended.
15. Termination of Cyber Scout or Cyber Scout Agent Authorization and Agreement (voluntary or involuntary) results in the loss of all Cyber Scout or Cyber Agent rights, including rights to income of any kind and any enrolled Cyber Scouts or Cyber Agents and their groups.
16. This agreement sets forth the entire understanding of the parties and supersedes any other agreements, representations or warranties, whether oral or written, by any party.
17. **APPLICANT HAS A RIGHT TO CANCEL CYBER SCOUT OR CYBER AGENT (WHICHEVER IS APPLICABLE) AUTHORIZATION AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL BUSINESS ADDRESS.**