

HealthPlus Membership Network

ASSOCIATES CONTRACT

This agreement entered into between HealthPlus Membership Network, herein called "Company" and independent sales representative, herein called "Associate",

1. This contract shall become effective on the ___ day of _____, 20__.
2. The Associate relationship with company shall be that of an Independent contractor. Nothing in this contract shall be construed as creating the relationship of employer and employee. The Associate shall be free to exercise independent judgment as to whom, the place, time and manner of solicitation.

3. LIMITATIONS OF AUTHORITY

The Associate has no authority and agrees not to:

- a. Enter into any agreement of contract or incur any debt, expense or liability of any kind whatsoever in the name of or on behalf of company.
- b. Extend time for payment of any membership fees, or accept notes for payment of membership fees.
- c. Waive or modify any terms, conditions or limitations of any Memberships.
- d. Use any materials, supplies, advertisements or other printed or written material containing the name of company without prior written approval of company, except such materials which are provided by company.

4. RESPONSIBILITIES

- a. Solicit applications for membership
- b. Forward applications for membership and the appropriate fees to company within three working days of the date they are secured.
- c. Associate agrees to repay company on demand any unearned Earnings received by associate for, or with respect to, Membership fees returned to company by way of returned check By member.
- d. Associate agrees to indemnify and to hold harmless company From losses, expenses, cost and damages resulting from any Acts by representative which breach any of the terms of this Contract.
- e. Associate may advertise company products, provided the text of any and all advertising is approved by company in writing before its use.

5. COMPENSATION

Producers will be responsible for and is obligated to pay estimated taxes to federal and state agencies on compensation received from company.

- a. Associate shall be compensated at a rate of 40% Percentage based on Membership fees received on applications secured under this Contract.
- b. Associate shall be compensated at a rate 20% for any renewal that the company renews for the associate
- c. Associate shall receive compensation due to overrides from Associates sales representatives as long as sales representatives are contracted under Associate through Company.
 - a. All rights to receive renewal compensation is vested from the 1st day of this contract as long as Associate is in good Standing with Company through this agreement and that this agreement has not been revoked or rescinded due to breach of this agreement.

7. INDEBTEDNESS

- a. Any indebtedness of Associate to company shall constitute a first lien upon compensation earned.

8. TERMINATION WITHOUT CAUSE

Termination without cause will not impair any contractual right to vested compensation except death as an individual.

This agreement will terminate without cause as follow

- a. By either party giving written notice mailed or delivered to the last known address at least 30 days prior to the date of termination.
- b. When you become deceased if you are an individual.

9. TERMINATION WITH CAUSE

This contract will terminate with cause as follows

- a. Withhold any funds, bonuses or any other compensation payable.
- b. Withholds any applications, documents or correspondences that rightfully should have been transmitted to company.
- c. Is convicted of a felony.
- d. Misrepresents any of company's products or service.
- e. Commit or attempts to commit fraud against company.
- f. Cause or attempts to cause Representatives of company to discontinue their association with company.

Upon termination for cause, agent will have no further rights under this contract to any compensation or vesting.

10. INDEMNIFICATION

Associate agrees to hold company and its successors and affiliates safe and harmless from all claims, actions, and causes of action and demands, which may have risen or may arise. Associate further agrees to indemnify and hold company harmless from all damages and cost, including attorney's fees arising from any failure of Producer to comply with the terms of this agreement, or any rules hereafter formulated by company.

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, as it is applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or HealthPlus bring to enforce this agreement or, in connection with, any matters related to this site shall be brought only in either the state or Federal Courts located in Maricopa County, Arizona, and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by HealthPlus.

11. ENTIRE AGREEMENT

This agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them, respecting the enclosed subject matter. There are no representations, agreements, or understandings, oral or written to the subject matter of this agreement which are not fully expressed herein.

12. SEVERABILITY

In the event that any provision of this agreement shall be held or

Declared invalid, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining part or portion of this agreement.

IN WITNESS HEREOF, The parties hereto have executed this agreement as of the day and year signed below.

X _____
Signature Date

Last Name	MI	First Name

Address	Suite/ Apt#

City	State	Zip Code

()	()	()	
Telephone Number	2 nd telephone	Fax	Email Address

SSN/Tax ID:

Associate ID #: