



INDEPENDENT ASSOCIATE AGREEMENT

TVC Marketing Associates, Inc.



NEW ASSOCIATE INFORMATION

First Name _____
 Middle Name _____
 Last Name _____
 Spouse Name _____
 Address1 _____
 Address2 _____
 City _____ State _____
 Zip _____ Phone _____
 SS#: Associate _____ Spouse _____

SHIPPING ADDRESS

Address1 _____
 Address2 _____
 City _____ State _____
 Zip _____
 Email _____

SPONSORING / RECRUITING ASSOCIATE

First Name _____
 Last Name _____
 Associate ID _____

I hereby apply to become an Independent Associate ("Associate") of TVC Marketing Associates, Inc., ("TVC"). As an Associate, I hereby represent, understand and agree that:

1. I am of legal age to enter into contracts in the state in which I am a resident and that of the State of Oklahoma, in which this Agreement, if accepted, by TVC, will be the location of such acceptance.
2. I shall become an Associate only upon acceptance of this Application by an officer of TVC. TVC has no obligation to accept any Application and Associate has no claims against TVC in the event TVC chooses not to accept this Application. As an Associate, I shall have the right to sell the services offered by TVC in accordance with the TVC Policies and Procedures (the "Policies"), which Policies may be supplemented and amended from time to time by TVC upon prior notification to Associate through TVC website, publications, and/or literature without any consent from Associate.
3. I have carefully reviewed the Marketing Plan ("Marketing Plan").
4. I am entitled to cancel participation as an Associate at any time upon written notice to TVC. My Sponsoring Associate (or TVC) may repurchase sales materials in accordance with TVC's policies as stated in the Policies.
5. I am an independent contractor responsible for my own business. If my application is accepted by TVC, I will not be an employee of TVC but shall remain an independent contractor. I will receive no salary from TVC and shall have no power of authority other than as expressly granted herein. It is my sole responsibility to pay self-employment, local, state and federal income taxes as required by law and to provide workers compensation or any other insurance as may be required by law and I will do so. TVC will not withhold any taxes from my compensation. Upon acceptance of this Application, I will be an independent marketing representative establishing and servicing sales of TVC's services. This application or the acceptance of such does not constitute the sale of a franchise or a distributorship. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any Associate, Sponsoring Associate and/or TVC.
6. I will not use the TVC trade name(s) and/or trademark(s) except in advertising provided to me by TVC unless I have prior written approval of TVC.
7. All Associates who sponsor other Associates ("Sponsoring Associate") have the responsibility to provide necessary training and assistance to Associates sponsored by them. The determination of who is a Sponsoring Associate for any Associate shall be at all times in the sole discretion of the TVC.
8. The TVC program is built upon retail sales to the ultimate consumer. The Associate shall maintain all licenses and/or registrations as are required by any applicable authority for Associate's activities as an Associate. Any and all memberships sold by Associate along with all members shall always be and shall remain the property of the TVC.
9. In addition to what is provided for herein and in the Policies, prior written approval from TVC is required for the following: To advertise TVC products/services; and for Associate to transfer or assign an Associate Agreement, provided that TVC shall be entitled to assign this Agreement without the consent of Associate. Any transfer of Associate's earned or vested commissions must be approved, in advance, by TVC and TVC is not required to approve any transfer. Further, in the event Associate desire to transfer or sale Associate's earned or vested commissions, the TVC retains the right of first refusal to purchase such for the lesser of the fair market value of such or the terms upon which Associate desires to transfer or sale such.
10. I agree that I will not solicit any business for any competitor of TVC during the existence of this Agreement. Further, I agree not to solicit members of TVC for a period of one (1) year after termination of this Agreement. In addition, I agree not to induce or attempt to induce, directly or indirectly, the lapse, cancellation or non-renewal of TVC members during their membership period, or for a period of one (1) year (12 months) after the expiration of such TVC memberships. I agree that I will not directly or indirectly divulge the names of any TVC members. Further, I agree that I will make no derogatory comments, statements or communications in any form regarding TVC, its employees, representatives and agents and its products and programs.
11. This Agreement along with the Policies constitute the entire Agreement between the Associate and TVC and no other representations, guarantees or agreements shall be valid unless in writing.
12. This Agreement shall be governed by the laws of the State of Oklahoma and all claims, disputes and other matters between the parties of this Agreement shall be brought in Oklahoma County Court, in Oklahoma City, Oklahoma, or in US District Court, in Oklahoma City, Oklahoma.
13. Any notice called for hereunder shall be in writing and shall be deemed given when personally delivered or on the third business day following deposit in the U.S. mail, return receipt requested, telefax or overnight express, at the addresses appearing herein, or at such other address as one party may subsequently notify the other.
14. If any provisions of this Agreement shall become illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions shall nonetheless be deemed valid and binding.
15. Associate's obligations and agreements hereunder are of a unique character that give them particular value; breach of any of such obligations may result in irreparable harm and continuing damage to TVC of which there will be no adequate remedy at law; and in the event of such breach, TVC shall be entitled to injunctive relief and/or a decree for specific performance and such other and further relief as may be proper, including monetary damages if appropriate.
16. Should any litigation be commenced between Associate and TVC which litigation concerns any provision of this Agreement or the rights and duties of any entity in relation thereto or to interpret any provision hereof, the party prevailing shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees, costs and all expenses related thereto.

This Agreement supercedes and invalidates any and all previous agreements, either oral or written, between Associate and TVC.

IN WITNESS WHEREOF, Associate has hereunto affixed his or her hand this _____ day of _____, _____.

ASSOCIATE

Accept on behalf of TVC this _____ day of _____, _____.

TVC MARKETING ASSOCIATES, INC.
 BY _____

TITLE _____

TVC MARKETING ASSOCIATES, INC.

POLICIES AND PROCEDURES

THE COMPANY

1. TVC Marketing Associates, Inc. hereinafter referred to as the "Company" is a direct selling company which supply services to consumers through independent contractors hereinafter referred to as "Associates". These Policies and Procedures are applicable to and binding on Associates.

THE ASSOCIATE

2. An Associate is one who has completed a Company Independent Associate Agreement (the "Agreement") and has been accepted by the Company as an Associate. The Company reserves the right to accept or reject anyone as an Associate.
3. All Associates must be the age of majority in the state in which they distribute Company services and in the State of Oklahoma where the Agreement is accepted. The Company will consider each married couple a single Associate. Husbands and wives may not sponsor each other directly or indirectly, nor have different sponsors. Unless otherwise agreed to by all concerned parties, in the event of a divorce, the Company will consider the person who was originally on the Agreement as the Associate.
4. Associates shall not be deemed to be purchasers of a franchise or distributorship by virtue of the Agreement. Further, the Agreement between the Company and an Associate does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and an Associate. An Associate has no right to bind the Company to any obligation. Associate shall not be authorized to endorse checks, drafts or money orders made payable to Company. Each Associate shall indemnify and hold harmless the Company from any claims, damages, or liabilities arising out of Associate's business practices or actions.
5. Any Associate wishing to assign the Agreement or change its name must obtain the written consent of the Company which consent Company is not required to provide. Changes in the form in which an Associate is doing business such as formation of a corporation, trust or other entity different than that used by an Associate in its Application shall be deemed to be an assignment. Further, in the event that the Company approves an entity as an Associate, the Associate shall be required to provide Company with information regarding ownership and control of such entity and cannot change such ownership or control without the written consent of Company. Any such change of ownership or control without Company's written consent shall be a material breach by Associate entitling the Company to terminate the Agreement effective the date of such change and entitling the Company to reimbursement of any commissions paid from and after the date of such breach.
6. A partnership or corporation may be an Associate. However, no individual may participate as an owner or otherwise, whether directly or indirectly, in more than one (1) Agreement without express written permission from the Company. An Associate may change status under the same Sponsor from Individual to form a new Associate as a partnership or corporation or to change status to one, with written consent of Company, at Company's sole discretion.
7. In the conduct of his/her business, the Associate shall safeguard and promote the reputation of the products of the Company and shall avoid all misleading or unethical practices.
8. Upon the death or incapacity of an Associate, the Agreement may be assigned or transferred to his or her heirs interest upon written application to and approval by the Company. The successor Associate must fulfill all responsibilities of the Associate.
9. The Agreement may be cancelled at any time and for any reason by written notice from the party desiring to cancel.

TAXES / LICENSING

10. Each Associate shall comply with all Federal, state and local rules and regulations governing the sale of Company products.
11. All Associates are responsible for paying local, state, federal or any other taxes and/or assessments due on any earnings generated as an Associate.
12. On or before January 31 of each year, the Company will furnish each Associate with the 1099-MISC Internal Revenue Service Form or any replacement of such form. A copy of such form will be filed by the Company with the Internal Revenue Service.

SPONSORS / RECRUITING

13. The Company requires that all Associates must be "sponsored" by another Associate (the "Sponsor"). So long as they are not in breach of the Agreement and Policies, all Associates have the right to sponsor others to be Associates. Every Associate has the right to choose his/her Sponsor. If two Associates should claim to be the Sponsor of the same Associate, the Company shall regard the first application received by the Company's home office as controlling.
14. All Sponsors must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale of services by Associate to the ultimate consumer and in the training of those Associates sponsored. Sponsors must have ongoing contact, communication and management supervision with his/her sponsored Associate. Failure to fulfill these obligations will, result in termination of such Associate's position as Sponsor.
15. Transfer of a sponsorship must be approved in writing and at the sole discretion of the Company. Transfers can be approved in the following circumstances only:
 - A. In the case of unethical conduct by the original Sponsor as determined by Company, or
 - B. Termination by an Associate of the Agreement for a period of three (3) months and thereafter entering into an Agreement which is accepted by Company.

MARKETING

16. The Associate is upon certain terms and conditions, entitled to royalty overrides and various bonuses as outlined in the Company Marketing Plans. The Company Marketing Plans may be amended and changed by the Company from time to time and is incorporated herein as if fully set forth.
17. No product purchase by the Associate is required. Data/processing fees will be deducted from earned commissions and bonuses. Associates may sell memberships and earn commissions on sales.
18. Income/Endorsement-Approval Claims. Neither Sponsors nor Associates are to make false or misleading income projections to prospective Associates or others. Federal and state regulatory agencies generally do not approve nor endorse direct selling programs. Therefore, Associates may not represent that the Company program has been approved or endorsed by any governmental agency.
19. The Company reserves the right to alter or amend wholesale membership prices, these Polices and Procedures, and product availability.
20. The Company programs are built upon retail sales to the ultimate consumer. If two Associates should claim to have sold the same member, The Company shall regard the first commissionable and processable application received by the Company as controlling.

ADVERTISING AND PROMOTION

21. Associates shall not advertise Company memberships and/or marketing plans except as specifically approved by the Company. Associates shall make no false or fraudulent representation about the Company, the memberships, the Company compensation plans, or income potentials.
22. Associates may use only the official Company literature in promoting the Company. Associates shall not reproduce Company literature and/or sales aids nor use the Company's trademarks or logo without express written permission by the Company. Business cards and stationery must be approved by the Company in writing in advance. All advertising approvals must be in writing.
23. Any reference the Associate makes to him/herself must clearly set forth the Associate's independent status. For example, if the Associate has a business telephone, the telephone may not be listed under the Company name or any other manner which does not disclose the independent contractor status of the Associate.
24. The use of the Company name or copyrighted materials may not be made with automatic calling devices or 'boiler room" operations either to solicit Associates or retail consumers.
25. Any inquiries by the media are to be referred immediately to the Company.

TERMINATION

26. If an Associate elects not to renew his/her Agreement, all rights to bonuses, marketing position and wholesale purchases cease. A terminated Associate's sales organization shall be transferred to his or her Sponsor.
27. If a terminated Associate has purchased supplies for inventory purposes while the Agreement was in effect, all supplies in a reusable condition then in possession of the Associate, which have been purchased within forty-five (45) days of cancellation, shall be repurchased by the Company at cost upon return to Company.
28. The Company reserves the right to terminate any Agreement at any time.
29. When a decision is made to terminate an Agreement, the Company will inform the Associate in writing that the Associate is terminated immediately, effective as of the date of the written notification.

WAIVER

30. The Company never gives up its rights to insist on compliance with the Agreement, the Company Marketing Program and these Policies and Procedures. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company specifies in writing that the Company waives any of these provisions. This provision deals with the concept of "waiver", and the parties agree that the Company does not waive any of its rights under any circumstances short of the written confirmation provided for above.

GOVERNING LAW

31. These rules are reasonably related to the laws of the State of Oklahoma, and shall be governed in all respects by the laws of the State of Oklahoma. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Agreement, Oklahoma County, Oklahoma.
32. If any provisions of these Policies and Procedures shall be or become illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions shall nonetheless be deemed valid and binding.