

# Independent Marketing Representative (IMR) Agreement

**1. Representative:** An Independent Marketing Representative (IMR) is an individual, partnership or corporation whose completed application has been accepted by Genesis Direct. Only authorized IMR's may sell the Genesis Direct products & services.

**2. Independent Contractor:** The IMR acknowledges that he/she is an independent contractor, conducting business for IMR's own account, and not as an agent or employee of Genesis Direct. The IMR shall be responsible for payment of all applicable Federal and State taxes (including social security taxes, unemployment taxes and income taxes), and will abide by all applicable Federal, State and Local laws. IMR agrees and understands that he/she cannot bind Genesis Direct or any of its provider companies by any promise or agreement, to incur any debt, expense, or liability in its name or account, or waive any of the provisions of the Genesis Direct programs or IMR Agreements.

**3. Minimum Age:** IMR shall be at least 18 years of age or the age of consent for the state in which the applicant resides.

**4. Identification Number:** An identification number will be issued by Genesis Direct immediately after receipt of this application and agreement. This identification number must appear on all enrollments submitted by IMR in order to get proper credit for the sale.

**5. Territorial Limits:** Genesis Direct recognizes no exclusive territories. Therefore, IMR's will not be limited from conducting business in any states that have been approved for the sale of Genesis Direct.

**6. Packaging:** The Genesis Direct card and program may NOT be sold in conjunction with any other program, company, or product without the express written consent of Genesis Direct. The Genesis Direct card and program cannot be packaged with any other product or program. It must stand alone in advertising and as a sale. Violation of this policy may result in termination of this contract and any residual or future residual owed to the IMR.

**7. Program Presentation:** IMR will explain the Genesis Direct programs to prospects honestly and in its entirety, without distortion or misrepresentation. Any additional offers, representations or agreements made by IMR in connection with the Genesis Direct program are prohibited and may result in termination of the IMR Agreement. IMR will make clear in any presentation to prospective IMR's the following items: (a) that no specific earnings or income levels are guaranteed by Genesis Direct or sponsor (b) that there are no exclusive territories, and (c) success is dependent on the enrollment of members. IMR will not present the product in conjunction with any other product unless selling it as a complementary product to an insurance product or MSA account. IMR may not require the purchase of any other product or infer the requirement to purchase any other product in order for the member to purchase the Genesis Direct product or enroll as a Genesis Direct representative.

**8. No Income Representations:** Actual or potential income representations or claims regarding the Genesis Direct program are strictly prohibited.

**9. Liability Insurance:** Any Liability insurance that that exists with Genesis Direct may not protect the IMR if unauthorized representation or claims are made by the IMR involved.

**10. Marketing Materials:** In no event may brochures, videos, audio tapes or any other Genesis Direct professionally produced literature be reproduced, copied or reformatted by IMR. Use of brochures other than those provided by Genesis Direct requires the express written permission of Genesis Direct. All Genesis Direct trade policies, training and marketing materials are the exclusive property of Genesis Direct and any use of these materials for purposes other than the promotion Genesis Direct products and services will be deemed as infringement, exploitation and plagiarism.

**11. Advertising and Promotion:** Genesis Direct encourages advertising and promotion as a viable method for IMR's to build their business. However, strict guidelines are necessary to maintain an accurate and ethical marketing effort. All ads using the Genesis Direct name or referring to the Genesis Direct program must be submitted in writing to Genesis Direct for an approval number prior to use in any form. Advertising Approval Numbers are required for all advertising copy meeting this criteria for any media, including newspaper ads, internet sites, audio or videotapes, recorded messages, posters, flyers, promotional items, etc. and must be included in such advertisement. It is each IMR's responsibility to obtain his or her own ad approval number from Genesis Direct for every ad run. No IMR should accept ad copy from anyone and assume it has been approved.

**12. Payment of Medical Bills:** Any IMR who utilizes the Genesis Direct program and does not pay the medical provider is subject to termination both as a member in the program and as a Genesis Direct IMR.

**13. Media Inquiries:** To maintain accuracy and a consistent company image, it is required that all media inquiries, including radio, television and print publication be referred directly to the Manager of Genesis Direct.

**14. Commissions:** Checks will be mailed out at the scheduled monthly times. If for any reason a member cancels their Genesis Direct program during the first 30 days, then the commission for that particular sale will be charged back to the IMR at the next scheduled pay period. The commission per sale on the \$89 Program and the Supplemental Program will be addressed in Section 15.

**15. Residuals:** Residuals will be paid out on the first pay period of the month. . To qualify for residuals, the IMR must sell 3 new memberships per quarter unless their total memberships are over 200. At such time there is no requirement for maintaining residuals. These must not be charged back sales. A charged back sale is defined as a cancellation within the first 30 days based on the date the application is signed. Commission on the first month will be \$75 on the \$89 and \$35 on the Supplemental Program. Residuals will begin following the 2<sup>nd</sup> payment by the member. Residuals may sometimes not begin until the 3<sup>rd</sup> month depending on the date of the sale. Residual amounts will be \$15 every month thereafter for the active memberships on the \$89 Program. There is a \$5.00 residual on the Genesis Direct Supplemental Program. Residual pay dates on the Supplemental Program are the same as the \$89 program. Other commissions and residuals for other program options are at the discretion of Genesis Direct. IMRs are not required to carry the Genesis Direct program in order to sell the program. Any misrepresentation to members, Genesis Direct, or violation of this IMR Agreement will void any future residuals to the IMR. IMR's may not approach any of the provider networks that are accessed through Genesis Direct or have any communication with any Genesis Direct provider beyond normal customer service questions that arise in trying to assist customers.

**Advancement:** After 12 sales IMR will be able to recruit other IMRs and be paid residuals on their sales at the rate of \$7 per sale for the \$89 program and \$3 per sale on the Supplemental program. Any other advancement incentives could be available at the discretion of Genesis Direct.

**Note:** There are NO EXCEPTIONS to the monthly sales requirements. If you do not make the 3 quarterly sales as mentioned above you will not get residual for that month.

**16. Refund Policy:** IMR's understand that Genesis Direct offers a 30-day refund policy on member program fees **only** in states where required by law.

**17. Amendments:** IMR understands and agrees that Genesis Direct reserves the absolute right to change, discontinue or withdraw any savings program, including the networks participating in the program. In order to maintain a viable marketing company, Genesis Direct specifically reserves the right to make any amendments or adjustments it deems necessary with respect to the Rules and Regulations, Policies and Procedures, Compensation Plan, and Pricing Schedules. Any such changes are incorporated as part of the Agreement between Genesis Direct and IMR effective upon written notification, which includes the Genesis Direct newsletter or Corporate Update.

**18. Wills and Trusts-** Residuals may be passed on from IMR to family member upon receipt of will or trust.

**19. Agreement Not To Compete:** For the duration of this agreement, and for a period of twenty-four (24) months thereafter, IMR shall not directly or indirectly contract with or solicit any Genesis Direct contracted networks or network providers in any manner whatsoever to perform services for IMR or for any other related sole proprietorship, partnership, corporation or other entity; PROVIDED, HOWEVER, nothing in this section is intended to preclude IMR from soliciting and obtaining any medical goods or services from such network provider. In addition, for the duration of this agreement, and for a period of twenty-four (24) months thereafter, IMR shall not directly or indirectly become a partner or investor in, or otherwise own, establish or operate an entity or product substantially similar to Genesis Direct, whether in whole or in part, or a network similar to the medical networks under contract with Genesis Direct or its affiliates.

**20. Termination:** In the event a material violation of the IMR Agreement or the Genesis Direct Policies and Procedures occurs and is verified by the Company, Genesis Direct may elect to terminate the offending representative. Genesis Direct may, in its sole discretion, take other disciplinary actions for violations of this Agreement, including fining or suspending the offending IMR. The company will buy back from a terminating IMR currently resalable sales aids purchased from the company within thirty days (or longer where required by state law) at 90% of the net purchase price, less legal set-offs. State laws requiring the refund of administrative fees will be honored. No terminated IMR may reapply for IMR status for six months, and then only with company permission.

**21. Posting of Signs:** IMR's are solely responsible for following all code enforcement laws in their respective areas. No unauthorized advertising or placement of advertising materials is permitted. IMR understands that Genesis Direct, Inc. shall not be held accountable for violations or infractions committed by the offending IMR or anyone acting in the IMR's behalf.

**22. Arbitration:** If a legal disagreement arises between Genesis Direct and any representative, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association. Any arbitration proceedings will be held at the location of the Genesis Direct offices. All fees relating to arbitration are to be paid by the party bringing forth the arbitration.

**23. Representative Agreement:** This agreement constitutes the entire agreement between the representative and Genesis Direct, and no other promises, offers, representations, agreements or understandings of any kind shall be by binding upon Genesis Direct, unless made in writing and signed by an authorized officer of Genesis Direct.

**24. Governing Law:** This agreement shall be governed by the laws of the State of Kansas.

\_\_\_\_\_  
Signature of New Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**IMR May cancel this agreement at any time by giving the company written notice.**

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ **Email** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

**Date Of Birth:** \_\_\_\_\_ **Assigned IMR#** \_\_\_\_\_