

Account Username: _____

Independent Sales Consultant

APPLICATION INFORMATION

Date: _____

NAME: _____

EMAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TAXPAYER ID: (SSN) _____

FEDERAL ID: (FEIN) _____

CELL PHONE: _____

HOW DID YOU LEARN OF OUR COMPANY?

HOME PHONE: _____

Advertisement: (Source) _____

WORK PHONE: _____

Referral: (Specify) _____

FAX: _____

Other: (Specify) _____

Payment Policy

As an independent marketing and sales consultant subcontracted by eCommerce District, Inc., you have the opportunity to earn income from your own efforts at home on an ad hoc basis. Your compensation is strictly commission-based as an independent contractor, as the reverse side of this signed Agreement specifies. The following is the payment policy that you can expect to compensate you for your efforts.

- Using a Mini-WebCenter, you will generate Business to Business (B2B) Web sites for selected businesses locally and distant. You will become knowledgeable and experienced in generating your own leads and building these Web sites through self-study, hands-on training, classroom training (when available), and individual coaching.
- Your personal and business information filled in above will be used to set up a Mini-WebCenter for your exclusive use. You will be assigned a unique account username shown at the top left of this form. Within your Mini-WebCenter, you will be able to specify the selling price of each Web site within the range of \$699 (floor price) and \$1,899 (ceiling price) as indicated on the reverse side of this Agreement. In any case, it is important that you maintain good communication throughout the marketing process of each Web site so we can assist you in ensuring customer satisfaction, appropriate sales support, and credit to you for sites you sell. Weekly training meetings may be offered to facilitate your success. Due to profit margin restrictions, you will only receive commissions on the sale of Web sites and will not earn commissions on the monthly hosting or on add-on sales of domain names, merchant services, etc. The cost of those items will be charged to your customer in addition to the selling price of the site, so they will not deduct from your commission-portion of the sale. At the time of the sale, it is important that you notify each customer that their Web site and monthly hosting will appear on their statement as MA WebCenters.
- We operate on a cash basis. Once a Web site is sold, the funds for the sale transaction will be deposited into our business account approximately three to five weeks from the Friday after the sales date, depending on the customer's payment method. Customer payments made by credit card will usually take three weeks and payments by e-check will usually take five weeks. After the proceeds from the Web site sale are in our bank account and you have provided us with signed, chargeback prevention paperwork from your customer acknowledging receipt of their Web site, we will issue you a check for your commission on the site's sale or will deposit money directly to your bank account via your PayPal account as you so designate. We will deduct from your commission any transaction fees associated with PayPal in depositing your commissions to your bank account. You will not be reimbursed for such transaction fees. Please indicate your preference for payment below:

CHECK mailed to address on file

PAYPAL email account (Direct Deposit): _____

- At the end of the calendar year, your commissions earned will be totaled. Your 1099, if you so require, will be mailed to you at the address that we have on file.

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Under penalty of perjury, I certify that the information I have entered on this form is true and correct to the best of my knowledge, including my Taxpayer Identification Number. I certify that I have read, understand and agree to the terms and conditions contained herein and the terms on the reverse of this page which are incorporated into and binding upon this agreement, as evidenced by my signature below.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

APPROVAL NAME: _____

APPROVAL SIGNATURE: _____

DATE: _____

Independent Subcontractor Agreement

TERMS AND CONDITIONS

I hereby apply to become an Independent Sales and Marketing Consultant for eCommerce District, Inc., hereafter called "The Company." As an Independent Consultant, I understand and agree that:

1. I am of legal age in the jurisdiction in which I enter this agreement.
2. I shall become an Independent Sales and Marketing Consultant upon acceptance of this application by The Company. I shall have the right to construct and sell Web sites through The Company's WebCenter or Mini-WebCenter assigned to me. Selling prices of Web sites will range from \$799 to \$1,899 at my discretion, and my commission entitlement of the Web site sale will be EDI's Commission Structure Appendix A for each Web site sold for The Company. **I am not entitled to commissions on sites canceled by the customer within any money back guarantee period or charged back by the customer at any time after the sale.** If a site is sold using a financing option, my commissions will be paid out of each customer payment once the floor price of \$ 699 has been met. If the customer defaults on monthly payments, the balance due to me from any unrealized future customer payments will be cancelled. **If a customer charges back their Web site purchase at any time, I am liable to reimburse The Company for commissions paid to me as a result of the original sale.** I may sell domain names, e-commerce merchant services and other services through The Company as additional features to the Web sites I sell, but I will not earn commissions or profits on the sale of such additional features. I will receive commissions only on the selling price of the Web site itself as specified herein. My floor price will decrease from \$ 699 to \$ 699 after successfully selling ten (10) Web sites, allowing me to sell Web sites from a floor price of \$ 699 to ceiling price of \$ 1,899, and earn commissions applying the same terms, conditions, and criteria as above. I will only receive payment for Web sites that actually are sold.
3. The Company, at its discretion, may amend the terms and policies of this agreement and will notify me of such changes via written correspondence.
4. I understand that I am not entitled to participate in, or earn commissions from, the Market America, Inc. Management Performance Compensation Plan (MPCP) through this agreement. I am neither affiliated with nor represent Market America, Inc. I also acknowledge that I am not entitled to any part of commissions paid to The Company by Market America through the MPCP.
5. At my election, I may terminate this agreement with The Company at any time and for any reason by submitting my cancellation in writing, signed by me. If I cancel my agreement with The Company, I lose my entitlement to future commissions of Web sites sold through The Company's WebCenters, Mini-WebCenters, or its affiliates, including sales that may result at a later time from my efforts, contacts, and leads developed prior to canceling this agreement.
6. I understand my independent contractor status is "at will." As such, either myself or The Company may terminate this agreement at any time and for any reason by written notification. After receiving written notification of termination, I will no longer be entitled to earn commissions from sales made through The Company's WebCenter, Mini-WebCenters, or its affiliates' WebCenters and Mini-WebCenters, nor will I contact The Company's or its affiliates' customers or log onto The Company's WebCenter, Mini-WebCenters or those of its affiliates.
7. I am not required to purchase any subscription or membership, or in any way invest personal funds to sell Web sites through The Company. I agree that I must, at my own expense, have computer and Internet access to utilize The Company's Mini-WebCenter that will be assigned to me. I understand that as a commission-only Independent Consultant, I will not receive any pay or compensation if I do not sell Web sites. I will not receive commissions or any compensation for Web sites that I build that I do not successfully sell, Web sites that are cancelled after the sale, or balance due on Web sites for which customer payments have declined.
8. As an Independent Sales and Marketing Consultant, I am a wholly independent marketing contractor, fully responsible for my own business practices, and am not considered to be a partner, director, officer, or employee of The Company. This agreement does not create an employer/employee relationship, agency, partnership, or joint venture between me and The Company, its owners or officers. I have no authority (express or implied) to bind The Company to any obligation with a third party. I agree to indemnify and hold harmless Market America, Inc., The Company, its officers, agents, directors, shareholders, employees and affiliate companies against any claims, demands, liability, loss, cost, or expense, including, but not limited to, attorney's fees arising or alleged to arise in connection with my position as an Independent Web site Sales and Marketing Consultant.
9. In all cases, any reference I make to The Company must clearly set forth my independent status. EXAMPLE: Business phone lines, business cards, stationery, etc., may not bear The Company name or represent any reference to The Company without specifying "Independent" consultant, subcontractor, etc. Likewise, I am not entitled to reimbursement or compensation for business expenses that I incur for phone lines, phone calls, business cards, stationery, etc., in my efforts to market Web sites for The Company.
10. In the conduct of my business, I shall safeguard and promote the reputation of the products and services of The Company and shall refrain from all conduct that might be harmful to the reputation of The Company. The marketing of the products and services shall be consistent with public interest, and avoid all discourteous, misleading, unethical, or immoral conduct or practices. I shall not advertise company products or services except as specifically approved by The Company. I agree to make no false or fraudulent representation about The Company, the products and the services. Failure to comply with this agreement will result in termination and possible legal action against me.
11. I agree that I will not compete with The Company or its affiliates by soliciting Web site development, Web site design, domain transfer, domain registration, Web site hosting, or other e-commerce and Internet related services from customers or leads of The Company for a period of one year from the termination of this agreement. If I at any time opt to own a WebCenter, I will not pursue ownership or financial interests in any WebCenter other than as a direct subordinate affiliate sponsored by The Company in the hierarchy of The Company unless I have obtained written permission from The Company. I will not in any case participate in the sale of Web sites for any competitor or independently for a period of one year from the termination or cancellation of this Agreement unless specifically approved by The Company in writing.
12. I agree not to circumvent this Agreement or engage in any activity or business practices independently or with a competing firm which would result in infringing upon the profits or financial gain of The Company by soliciting business from customers, prospects, and leads of The Company or its affiliates for a period of one year from the termination or cancellation of this agreement. I will not pursue employment or business interests in Web site sales through DBA names, false pretenses, or any other practice intended to avoid, evade or circumvent the terms in the this Agreement, or to defraud The Company.
13. I will not use, obtain, distribute, maintain, advertise, market or sell products or services of The Company by any means other than through The Company's Mini-WebCenter assigned to me unless specifically approved in writing by The Company. I agree that I will not use The Company's or any affiliates' WebCenters or Mini-WebCenters to create Web sites or scripts that are sold elsewhere to customers in competition with The Company and its affiliates.
14. If I am found in violation of this Agreement, I am liable to The Company for the amount of \$10,000 plus damages for loss of business revenue directly or indirectly as a result of my violation of the competition and circumvention terms in this Agreement, as may be awarded in a court of law.
15. Upon acceptance of this application by The Company, I will be an independent contractor responsible for my own business and not an employee of The Company. I will not receive hourly rate or salaried compensation as an independent contractor. I will not be treated as an employee in regard to any federal, state or local laws covering employees, including but not limited to the Federal Unemployment Tax, Worker's Compensation, income tax withholding at source, or any federal, state, or local tax laws. It is my responsibility to pay self-employment, federal, state and local income taxes as required by law. The Company may make training and staff meetings available to me to familiarize me with The Company's WebCenter, Mini-WebCenters, and Web site software. I am under no obligation to attend the aforementioned trainings or meetings, but if I elect to attend, I am responsible for any expenses related to obtaining the knowledge and experience necessary for me to be successful including but not limited to transportation costs and training fees.
16. As an independent contractor, I shall abide by any federal, state, county and local laws, rules, and regulations pertaining to this agreement and/or the selling or marketing of company products and services. At my own expense, I will make, execute or file all such reports and obtain licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distribution or advertising of The Company's products and services.
17. I acknowledge that prior written approval from The Company is required to advertise Web sites, features of Web sites, Internet-related services (including affiliate marketing), etc. which make any reference to The Company's Web site, WebCenter, Mini-WebCenter or to The Company. I also agree to adhere to the Terms of Service Agreement posted on The Company's Mini-WebCenter.
18. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall ultimately be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrators may be entered in a court of competent jurisdiction. I understand that this arbitration provision means I am giving up the right to have any dispute I have regarding this agreement heard by a jury and determined in a court of law. The arbitration shall be heard by one arbitrator, and it shall take place in the city and state in which The Company is registered to conduct business, or another location at The Company's sole discretion as allowed by applicable state law. Either party may seek emergency or provisional relief within the court system in the state in which The Company is legally registered to conduct business prior to invoking the arbitration remedy. State law in the state of X applies. The Company shall govern the terms of this Agreement.
19. Any failure to enforce any right hereunder shall not constitute a waiver of any right granted herein or existing under state law.
20. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. This agreement constitutes the entire agreement between me and The Company and no additional promises, representations, guarantees or agreements have been made. To the extent that there is any inconsistency between this agreement and verbal agreements, advertisements, etc., this agreement controls. My initials below and my signature on the reverse of this document indicate that I have read, understand, and agree to this Agreement in its entirety.

INITIAL: X

eCommerce District, Inc. (EDI) Commission Schedule

<u># Site</u>	<u>Sold</u>	<u>\$799</u>	<u>\$899</u>	<u>\$999</u>	<u>\$1,099</u>	<u>\$1,199</u>	<u>\$1,299</u>	<u>\$1,399</u>	<u>\$1,499</u>	<u>\$1,599</u>	<u>\$1,699</u>	<u>\$1,799</u>	<u>\$1,899</u>
1 - 10		\$85	\$170	\$255	\$340	\$425	\$510	\$595	\$680	\$765	\$850	\$935	\$1,020
10 - 20		\$90	\$180	\$270	\$360	\$450	\$540	\$630	\$720	\$810	\$900	\$990	\$1,080
20+		\$95	\$190	\$285	\$380	\$475	\$570	\$665	\$760	\$855	\$950	\$1,045	\$1,140

Floor Price = \$699
 Ceiling Price = \$1,899

Sales Representative's:

Date: _____

Name: _____

Signature: _____

EDI Manager's:

Date: _____

Name: _____

Signature _____

Effective As Of 12/1/2005