



INDEPENDENT ASSOCIATE AGREEMENT

TVC Marketing Associates, Inc.



NEW ASSOCIATE CONTACT INFORMATION

First Name _____
 Middle Name _____
 Last Name _____
 Spouse Name _____
 Address1 _____
 Address2 _____
 City _____ State _____
 Zip _____ Mobile Phone _____
 Email _____
 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"). 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 hereby represent, understand, and agree that:

1. I am of legal age to enter into this Agreement and agree and understand that this Agreement, if accepted by TVC, will be accepted and performed within the State of Oklahoma.
2. I am an independent contractor responsible for my own business and shall provide, at my own expense and without reimbursement from TVC, all equipment, supplies, and other resources used by me and will pay all expenses incurred by me in performance of services hereunder. This Agreement does not constitute the sale of a franchise or a distributorship. I will receive no salary nor any benefits from or related to TVC, including, but not limited to, benefits or programs sponsored or financed by TVC for its employees, including, but not limited to, any insurance, profit-sharing, workers' compensation, retirement, vacation, sick or holiday programs, or benefits, and shall have no power or 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. 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.
3. As an Associate, I shall have the right to sell and to service the products offered by TVC or via third parties as determined solely by TVC in accordance with the TVC Policies and Procedures (the "Products"). The TVC Policies and Procedures may be supplemented and amended from time to time by TVC upon notification to Associate through any TVC website, publication, communication, and/or literature without any consent from Associate (hereinafter collectively referred to as "the Policies").
4. I am entitled to terminate this Agreement at any time upon written notice to TVC, just as TVC is entitled to terminate this Agreement at any time upon written notice to Associate. My Sponsoring Associate (or TVC) may repurchase sales materials in accordance with the Policies.
5. I will not use TVC's trade name(s) and/or trademark(s) or any tradenames and/or trademarks associated with the Products except in advertising provided to me by TVC unless I have prior written approval of TVC. I agree that all documents prepared by me or on my behalf bearing TVC's trademarks or logos or any trademarks or logos associated with the Products shall be deemed WORK MADE FOR HIRE, and TVC shall own all rights in such documents including all rights of a copyright owner as set forth in Title 17 of the United States Code.
6. I will indemnify and hold harmless TVC from any claims, damages, or liabilities arising out of Associate's business practices or actions.
7. I have carefully reviewed TVC's Marketing Plans ("Marketing Plans").
8. 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 TVC.
9. The Products are 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 Products sold by the Associate along with all members associated with those Products ("Members") shall always be and shall remain the property of TVC.
10. In addition to what is provided for herein and in the Policies, prior written approval from TVC is required for the Associate to transfer or assign this 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 the Associate desires to transfer or to sell Associate's earned or vested commissions, TVC retains the right of first refusal to purchase such for the lesser of: (1) the fair market value of such or (2) the terms upon which the Associate desires to transfer or sell such.
11. I agree that I will not solicit any business for any direct competitor of TVC or the Products during the existence of this Agreement. Further, I agree not to solicit Members 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 Members during their membership period, or for a period of one (1) year after the expiration of their memberships. I agree that I will not directly or indirectly divulge the names of any Members. Further, I agree that I will make no derogatory comments, statements, or communications in any form regarding TVC; its employees, representatives, and agents; Members; or Products.
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 District Court, in Oklahoma City, Oklahoma, or in the United States District Court for the Western District of Oklahoma in Oklahoma City, Oklahoma.
13. Any notice called for hereunder shall be in writing and shall be deemed given when delivered in person; via electronic communication; by overnight delivery; or on the third business day following deposit in the U.S. mail, return receipt requested at the contact information appearing herein, or at such other contact information 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. The 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 along with the Policies constitute the entire Agreement between the Associate and TVC, and no other representations, guarantees, or amendments shall be valid unless in writing. This Agreement supersedes and invalidates any and all previous agreements, either oral or written, between the Associate and TVC. Associate accepts all terms and conditions of this Agreement by executing below and submitting to TVC and/or by clicking "Become an Associate." This Agreement may be executed in any number of counterparts which taken together shall constitute one and the same instrument. Further Agreements emailed, telefaxed, or accepted by clicking "Become an Associate" shall be considered as originals.

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

Accepted on behalf of TVC this _____ day of _____, _____.
 TVC MARKETING ASSOCIATES, INC.
 BY _____
 TITLE _____

TVC MARKETING ASSOCIATES, INC.

POLICIES AND PROCEDURES

TVC GENERAL

1. TVC Marketing Associates, Inc. is hereinafter referred to as "TVC," and its independent contractors are hereinafter referred to as "Associates." These Policies and Procedures are applicable to and binding on Associates and may be changed by TVC at any time at TVC's sole discretion. Unless otherwise defined below, capitalized terms shall have the same meaning and definition as in the Agreement.
2. An Associate is one who has completed a TVC Independent Associate Agreement (the "Agreement") and has been accepted by TVC as an Associate. TVC in its sole discretion 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 TVC Services and in the State of Oklahoma where the Agreement is accepted. TVC 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, TVC will consider the person who was originally on the Agreement as the Associate.
4. An Associate has no right to bind TVC to any obligation. Associate shall not be authorized to endorse checks, drafts, or money orders made payable to TVC.
5. An Associate may be a partnership, a limited liability company, corporation or other entity. However, no individual may have an interest, whether directly or indirectly, in more than one (1) Agreement without express written permission from TVC.
6. Any Associate wishing to assign the Agreement or change its name must obtain the written consent of TVC which consent TVC 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 Agreement shall be deemed to be an assignment. Further, in the event TVC approves an entity as an Associate, the Associate shall be required to provide TVC with information regarding ownership and control of such entity and cannot change such ownership or control without the written consent of TVC. Any such change of ownership or control without TVC's written consent shall be a material breach by Associate entitling TVC to terminate the Agreement effective the date of such change and entitling TVC to reimbursement of any commissions paid from and after the date of such breach.
7. In the conduct of his/her business, the Associate shall safeguard and promote the reputation of the Products and TVC and shall avoid all unlawful, 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 upon written application to and approval by TVC. The successor Associate must fulfill all responsibilities of the Associate.
9. The Agreement may be terminated at any time and for any reason by written notice from the party desiring termination.

TAXES / LICENSING

10. Each Associate shall comply with all federal, state, and local rules and regulations governing the sale of TVC 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, TVC 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 TVC with the Internal Revenue Service.

SPONSORS / RECRUITING

13. TVC requires that all Associates must be "sponsored" by another Associate (the "Sponsor"). Subject to TVC's determination, the Sponsor shall be the person identified on the application, which person must have an active Agreement. In the event TVC receives competing applications for the same Associate, the application first received shall be controlling. So long as an Associate is not in breach of the Agreement and Policies, all Associates have the right to be a Sponsor.
14. All Sponsors must continuously train sponsored Associates and must continuously supervise the sales and distribution of Products by Associate to the ultimate consumer. Failure to fulfill these obligations will result in termination of such Associate's position as Sponsor.
15. An Associate may make a written request for a new or different Sponsor, and TVC may change an Associate's Sponsor under the following circumstances:
 - A. In the case of a Sponsor's unlawful, misleading, or unethical practices;
 - B. Breach of Sponsor's obligations under these Policies;
 - C. Termination of Sponsor's Agreement; or
 - D. Termination of the Agreement by Associate or TVC for a period of at least three (3) months followed by a new application submitted by Associate that is accepted by TVC.

In all circumstances, TVC shall have sole discretion to determine whether the preceding circumstances have been satisfied, and TVC must approve in writing the change in an Associate's Sponsor.

MARKETING

16. The Associate is upon certain terms and conditions entitled to royalty overrides and various bonuses as outlined in TVC Marketing Plans. TVC Marketing Plans may be amended and changed by TVC from time to time and are 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. 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 or endorse direct-selling programs. Therefore, Associates may not represent that TVC or the Products have been approved or endorsed by any governmental agency.
19. TVC reserves the right to alter or amend pricing for Products and product availability.
20. TVC's programs are built upon retail sales to the ultimate consumer. If two Associates claim to have sold a Product to the same member, TVC shall regard the first commissionable and processable application received by TVC as controlling.

ADVERTISING AND PROMOTION

21. Associates shall not advertise the Products using TVC's or its affiliates tradenames, trademarks, or copyrighted materials except as specifically approved by TVC. Associates shall make no misleading, false, or fraudulent representation about TVC, the Products, the TVC compensation plans, or income potentials. In addition, Associate shall not use third party tradenames, trademarks, or copyrighted materials without such parties' express consent. Associates shall become and remain familiar with and comply with all TVC guidelines regarding advertising and promotion of the Products as such may exist from time to time.
22. Associates shall not reproduce TVC literature and/or sales aids nor use TVC's or its affiliates' trademarks or logos without express written permission from TVC.
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, website, or any other accessible information, such may not be listed under the TVC name, the name of any of the Products, or in any other manner which does not disclose the independent contractor status of the Associate.
24. Automatic calling devices or "boiler room" operations either to solicit Associates or sell Products may not be used.
25. Any inquiries by the media related to the Products are to be referred immediately to TVC.

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 TVC at cost upon return to TVC.
28. TVC reserves the right to terminate any Agreement at any time.
29. When a decision is made to terminate an Agreement, TVC will inform the Associate in writing that the Associate is terminated immediately, effective as of the date of the written notification.
30. In the event TVC terminates an Agreement for (1) the Associate's commission of any fraud against TVC or a TVC member, (2) the Associate's participation in or conspiracy to participate in the commission of any fraud against TVC or a TVC member, or (3) the Associate's having knowingly benefitted from the commission of any fraud against TVC or a TVC member, that Associate's business will revert to the company and shall not transfer.

WAIVER

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

GOVERNING LAW

32. These Policies 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.
33. If any provisions of these Policies 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.