



Independent Sales Agent – Terms and Agreements

I understand that there is no requirement beyond completing of this application and/or no purchase of sales or training materials are required to become an Independent Sales Agent (ISA) with David Allen Capital, Inc. (DAC). My advancement to higher levels in the DAC Compensation Plan commission structure is based solely on the ability to secure funded clients which produces FUNDED VOLUME (FV). I acknowledge that any purchase of sales aids, training or training materials is strictly voluntary. I also understand that if I choose to enroll others to participate in DAC's Compensation Plan as an ISA, I will not receive any compensation whatsoever for the act of referring or recruiting and that I will be compensated based upon the activities of other Independent Sales Agents only to the extent of generated Funded Volume secured by them for end clients-and according to the DAC Compensation Plan.

1. I acknowledge that I am of legal age to enter into this Agreement. Else, I have written permission from my parent or legal guardian.
2. I understand and acknowledge that this Agreement is not binding until received and accepted by DAC.
3. I agree that as an ISA, I am responsible for determining my own business activities and that by agreeing to these terms, I am not an employee or legal owner of DAC.
4. I am responsible for the payment of all federal and state employment taxes and any other tax required under any federal, state, or regulatory law.
5. I understand that I am not being sold a franchise or business opportunity.
6. I may terminate this Agreement for any reason, at any time, by giving DAC written notice. DAC may terminate this Agreement in writing upon violation of any part of this Agreement. In such event, DAC will pay no further commissions.
7. I agree that as a DAC Independent Sales Agent, I shall place primary emphasis upon the marketing of DAC Funding Services to Business Owners as a condition of my receipt of commissions. Commissions I receive will be based upon fulfilling certain terms of qualification as set forth by the Compensation Plan as may be amended from time to time.
8. I agree to keep accurate records and to abide by all federal, state, and local laws and regulations governing the sale or solicitation of the products and services marketed by DAC including, but not limited to, any and all permits and licenses required performing under this Agreement. **I will not take part in “robo-calling” of clients and I will abide by the DAC Telemarketing Policies.**
9. I agree that DAC shall not be liable under any circumstances for any damage or loss of any kind including indirect, special, punitive compensatory or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of DAC.
10. DAC shall periodically make sales literature and/or promotional material available. However, I am under no obligation to purchase any materials or literature at any time. Refunds shall not be allowed under any circumstances, including, but not limited to, termination of this Agreement, obsolescence of such sales literature or promotional materials, or any other reason. Exception: DAC buy-back policy will be extended to sales aids where required by law, and Montana Independent Sales Agents who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.
11. I agree that as an Independent Sales Agent this Agreement grants me the limited authority to promote and market the services that DAC markets on behalf of companies subject to the terms and conditions established by said companies and/or DAC.
12. I will not make any false or misleading statements about DAC or its products, marketing program, or Compensation Plan. I agree that I will operate in a lawful, ethical and moral manner and will not engage in or perform any misleading, deceptive or unethical practices. In the event that I violate any of these conditions, my position may be terminated without further payment or compensation of any kind. If my actions cause harm to DAC, I am liable for those damages.

13. I acknowledge that I am responsible for supporting Independent Sales Agents I enroll into the program and in my commissionable team. I agree to maintain monthly communication and support to those individuals in my commissionable team.

14. I acknowledge that DAC expressly reserves all proprietary rights to the company name, logo, trademarks, service marks ("Proprietary Marks") and copy- righted materials. I further agree that I will not use DAC's Proprietary Marks in any form whatsoever except as permitted in writing by DAC. **I understand that I may not photocopy or duplicate any materials provided by or purchased from DAC with the exception of documents available to download from the DAC Independent Agent Resource Center. I also understand I will follow the [DAC Advertising Marketing and Compliance Terms](#).**

15. I shall not use information gained through my involvement with DAC to facilitate direct contact with our capital providers or their agents, suppliers or their agents for the purpose of seeking confidential information or establishing a business relationship with said banks or suppliers outside of DAC. Should I do so, I will be in violation of this Agreement and at a minimum I will be liable and agree to equal financial sharing (50/50) of all commissions I earn for establishing that business relationship or for assisting others to establish a business relationship with any DAC provider or supplier I have met through DAC. I also understand that DAC may seek other restitution for damages and/or loss of potential business.

16. I understand that as an Independent Sales Agent, I am free to select my own means, methods, and manners of operation and that I am free to choose the hours and location of my activities under this Agreement subject only to the terms of this Agreement. However, I must abide by all local, state, and federal laws.

17. I acknowledge that DAC transacts business as a Marketing Agent and Independent Sales Organization for various national and regional companies which provide various products and services to end customers at rates established by such companies from time to time and that those products, services and rates shall be subject to change without prior notice.

18. I acknowledge that I am not guaranteed any income nor am I assured any profits or success. I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts have been made by DAC or my referring ISA.

19. I acknowledge that I have the right to secure for funding as many clients as I wish. For each personal client I secure, I will receive a commission from my personal client's funded capital and my team or network in accordance with the DAC Compensation Plan then in effect. Louisiana residents may choose Louisiana law and jurisdiction.

20. I agree to indemnify and hold harmless DAC from any and all claims, losses, damages and expenses, including any attorneys fees, arising out of my actions or conduct in violation of this Agreement or the Compensation Plan of DAC. I agree that in order to recoup any damages and expenses it has incurred due to such violation(s), DAC may offset any commissions or other payments due to me. In the event a dispute arises as to the respective rights, duties and obligations under this Agreement, The Marketing Plan, Compensation Plan, or any Policy or Procedure of DAC, it is agreed that such disputes shall be exclusively resolved in the Circuit Court for Oakland County, State of Michigan, or Federal Court located in Detroit, Michigan. Michigan law shall apply to the resolution of all disputes.

21. I acknowledge that this Agreement and the [attached Compensation Plan](#) also incorporated herein by reference, constitute the entire Agreement between the parties and shall not be modified or amended except in writing signed by DAC. This Agreement shall be binding upon and inure to the benefit of heirs, successors, and permitted assigns of the parties hereto. If any provision of the Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby.

22. During the term of this Agreement, and for one (1) year thereafter, I will not solicit or recruit DAC employees or ISAs, whether active or inactive, to participate in a similar Sales Agent Program or an Affiliate Marketing program whether or not such marketing company offers identical services. I acknowledge that my violation of this provision will result in termination of all commissions and payments of any kind and will at a minimum require me to share (50/50) any income I earn from the similar Sales Agent of Affiliate program as damages.