

Safelink Agreement Document Checklist

Thank you for your interest in distributing Safelink. In order to get setup as an agent, we will need you to submit just a bit of information and go through a brief training. Below you will find a checklist.

How to get started:

Complete the following forms included in this PDF

- W-9
- Clear photocopy of state id
- ACH Agreement
- Voided Check (some direct deposit letters will work)
- Independent Agent Agreement
- Exhibit A
- Exhibit B
- Picture of inside and outside of location
- Background check and customer information

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

I hereby authorize Unlimited Prepay Distribution to directly deposit commission earned in the bank account(s) listed below in the percentages specified. (If two accounts are designated, deposits are to be made in whole percentages of pay to total 100%). I have attached a voided check or deposit slip for each account specified below. This authorization is to remain in force until the company has received written authorization from me of its termination or change.

Also, I grant Unlimited Prepay Distribution the right to correct any Electronic Funds Transfer resulting from an erroneous overpayment by debiting my account to the extent of such overpayment.

| | | | |
|---|------------|--------------|-------------------------|
| Name: | | | |
| Address: | | | |
| Telephone: | () | | |
| Signature: | | Date: | |
| Company Use Only: Effective Date: | | | |
| Account #1 | Checking | Savings | (Check only one) |
| Financial Institution: | | | |
| Address: | | | |
| Telephone: | () | | |
| Personal Account Number: | | | |
| Percent of pay to be deposited into this account: % | | | |
| Company Use Only: Bank/ABA Number: | | | |
| Account #2 | Checking | Savings | (Check only one) |
| Financial Institution: | | | |
| Address: | | | |
| Telephone: | () | | |
| Personal Account Number: | | | |
| Percent of pay to be deposited into this account: % | | | |
| Company Use Only: Bank/ABA Number: | | | |

Signature

Date

INDEPENDENT CONTRACTOR SALES AGENT AGREEMENT

This Independent Contractor Sales Agent Agreement, dated *this* _____ *day of* __, 201__
_____ by and between *Family Trading Corp, DBA "Unlimited Prepay Distribution"*, a
corporation organized and existing under the laws of the State of *Missouri*, having an address of 2631
Cherokee Street St. Louis, MO 63118 ("Company"), and _____, an individual
residing at _____ ("Agent").

WITNESSETH:

The Company is in the business of marketing the SafeLink Wireless Program. SafeLink Wireless is a government supported program that provides a free cell phone (subsidized by TracFone) and airtime each month for program or income-eligible customers. The SafeLink Wireless Program was developed and is operated by TracFone Wireless, Inc. ("TracFone").

The Agent is an independent contractor in the business of soliciting orders for products and services similar to those offered by the Company.

NOW, THEREFORE, the parties agree as follows:

Company hereby appoints and authorizes the Agent to act for the Company as an independent sales Agent in territories specified in attached **Schedule "A"**, for the purpose of soliciting and transmitting to the Company orders for the Company's products. The term of this Agreement shall commence on *the* __ *day of* _____, 201__ and end on *the* _____ *day of* __, 201__, unless sooner terminated as provided below, and may be renewed by mutual agreement of the parties.

All Safelink Agents are hired as independent contractors directly by the *Family Trading Corp, DBA "Unlimited Prepay Distribution"*. The Agent **MAY NOT** be a field-sales agent, or part of a field-sales team. The Agent shall not have the right to hire non-employees or sub-reps, or otherwise assign or delegate its duties hereunder. Third-party field-sales teams are not allowed under any circumstance. The Agent will use best efforts to solicit orders and promote the sale of the Company's products to establish maximum sales within the territories specified in attached **Schedule "A"**. The Agent will be solely responsible for all costs and expenses relating to the conduct and operations of its business.

Compensation. All sales shall be based upon the terms established by the Company according to the Company's pricing structure and guidelines laid out in the Company rate sheet, as the same may be changed from time to time upon notice to Agent. The Agent's sole compensation for services performed hereunder shall be a commission. The rate sheet is attached hereto as **Schedule "B"**. No stipulation for any commission on renewed products has been agreed upon after the date on which this agreement expires. From any sums due, shall be deducted any previously paid commissions credited on products that have subsequent to such payment, been returned by the customer for any reason.

Commission Payment Terms: For customers who are signed up for the SafeLink Wireless Program using the unique promotional code(s) of Company, Company will calculate the applicable Commissions and will pay such commissions within specific times set forth in **Schedule “B”**. Company will provide the applicable commissions report summaries. Company shall be permitted to deduct from any commission payment, prior payments made, which were in Company’s sole discretion determined to be fraudulent or improperly earned. The Agent acknowledges that the Company may deal directly with customers on orders solicited by the Agent or any follow up or re-orders.

New Orders. To earn compensation on a new order, the Agent shall be responsible for meeting with the potential buyer, presenting the product to the potential buyer, and securing the sale in an approved form.

Warranties. SafeLink shall be entitled to give to Customers such warranty or warranties as SafeLink deems appropriate. Agent shall have no right to make any representations or warranties, or otherwise cause the Customers, or any of them, to believe that any warranty, except as is provided in writing by SafeLink, is applicable to any Product. Agent hereby agrees to indemnify and hold Company and SafeLink harmless from any expenses which Company or SafeLink may incur arising out of or resulting from any warranty or representation by Agent other than a warranty in conformity with SafeLink's then-current express warranty.

Advertising. Unless the prior written consent of Company is first obtained, Agent shall not, in connection with the sale of Products, use any advertising, promotional material or other literature other than that provided by Company, nor shall Agent make any representations or warranties other than those contained in such materials and literature as Company may provide. Agents may only use ads which have been submitted to *Family Trading Corp, DBA “Unlimited Prepay Distribution”* for confirmation prior to use.

Company Responsibilities. All technical support and teacher training sessions will be the responsibility of the Company unless otherwise agreed upon in writing. The Company shall supply the agent with reasonable quantities of selling literature, demonstration disks, brochures, stationary, business cards and any other useful product data that would be helpful in procuring sales.

Agent Responsibilities. The agent shall retain sole financial responsibility for all expenses incurred by the agent in connection with this agreement, including without limitation, Workers Compensation, Unemployment Compensation, withholding and employment taxes and any other taxes due to federal, state, or local governments or agencies on account of its employees, Agents or agents. Agent hereby indemnifies Company for its failure to pay any taxes or governmental charges due on income received under this Agreement.

The Agent shall indemnify and hold the Company harmless from and against any and all damages, claims and liability, whether to person or property, caused by the Agent, its agents, employees and Agents, or which arise from misrepresentation or negligence or willful misconduct of Agent, its agents, employees and Agents in the performance of their duties hereunder.

Training. Field-sales agents must be trained by Family Trading Corp, DBA “Unlimited Prepay Distribution” on the SafeLink enrollment process prior to engaging potential customers.

Prohibitions. Recording customer information manually for the purposes of entering it in the system later is strictly prohibited. It is mandated by the FCC that customers have to complete applications in real-time with the assistance of your retail store agents/grassroots agents using the SafeLink online app. No solicitation of other SafeLink competitor’s Field Sales agents or Managers. No engagements related to territory disputes with other SafeLink partner’s Field Sales teams.

Termination. Either party can immediately terminate this Agreement at any time, with or without cause, by giving the other party written notice. On termination the Agent shall return all sales material, and discontinue to represent the Company. The Company will submit to the Agent, within *thirty* days of termination, a final accounting of the amount owed the Agent. The Agent hereby agrees that it shall not be entitled to any commissions on products shipped after the effective date of termination, notwithstanding that the order was transmitted prior to such date.

Causes for termination include, but are not limited to:

Communication violation: If an Agent fails to disclose proper information or misleads a customer, (this includes internal and external audits).

Customer Complaints: If an Agent receives a customer complaint that demonstrates unprofessional behavior or deceptive practices.

Suspicious Applications: If an application is reviewed by SafeLink and appears to be suspicious in nature, promo code associated with the application will be immediately deactivated.

Insubordination/Unprofessionalism: The refusal to obey a reasonable request which relates to the Agent's job function.

Non-Competition. As long as this Agreement is in effect, Agent shall not, directly or indirectly, act as distributor, independent agent, sales Agent, employee, or other sales personnel of any person or entity engaged in the manufacture, marketing or sale of any products which, in the sole discretion of Company, compete with or are of a like nature to any one or more of Company's products.

Confidentiality of Trade Secrets. Agent acknowledges and agrees that Company is entitled to prevent its competitors from obtaining and utilizing its trade secrets. Agent agrees to hold Company's trade secrets in strictest confidence and not to disclose them or allow them to be disclosed, directly or indirectly, to any other person or entity, other than to persons engaged by Agent for the purpose of performance hereunder, without Company's prior written consent. Agent shall not, either during the term of this Agreement or at any after the expiration or sooner termination of this Agreement, or during any extension hereof, disclose to anyone, other than persons engaged by it for the purpose of performing hereunder, any confidential or proprietary information or trade secrets of Company obtained by Agent. Agent also agrees to place upon any persons to whom said information is disclosed for the purpose of performance hereunder a legal obligation to treat such information as strictly confidential.

Superseding Agreement. By and upon the execution of this Agreement, the parties hereby agree and acknowledge that all prior agreements and arrangements of any kind between the Agent and the Company, or any predecessor or affiliate thereof, are hereby terminated and of no force and effect, and that the Agent hereby releases the Company, or any predecessor or affiliates thereof, from any obligations thereunder.

General Provisions. The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, assigns and successors (including any person or entity to whom a Party may transfer a substantial part of its inventory or assets, or into whom a party may be merged or consolidated) of the parties hereto. The Agent shall not have the right to assign this Agreement or any part hereof without first obtaining the written consent of the Company.

This Agreement may be amended, supplemented or interpreted at any time only by a written instrument duly executed by all parties.

The governing law of this Agreement shall be governed by and construed pursuant to the laws of the State of *Missouri*. Any litigation of lawsuits between the parties hereto shall be filed exclusively in the federal or state courts located in *St. Louis County, Missouri*, and the parties irrevocably waive any objection to the exclusive jurisdiction and venue of such courts.

Any consent by any party to or waiver of, a breach of any provision of this Agreement by the other, whether express or implied, shall not constitute a consent to or waiver of, or excuse for any breach for any other provision or subsequent breach of the same provision.

In the event that any provision of this Agreement is determined (by a court of competent jurisdiction) to be invalid, void or enforceable, the remainder of the provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FAMILY TRADING CORP, DBA "UNLIMITED PREPAY DISTRIBUTION"

By: _____

Print Name and Title

ACCEPTED AND AGREED:

Signature

Print Name, Address, Social Security Number

AUTHORIZATION FOR BACKGROUND CHECK

(Please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.)

I, _____, hereby authorize Unlimited Prepay Distribution to investigate my background, potential criminal history, and other qualifications for purposes of evaluating whether I am qualified for the position for which I am applying. I understand that Unlimited Prepay Distribution will utilize an outside firm GoodHire, LLC. P.O. Box 391146 Omaha, NE 68139, 1-888-906-7351. As a result, GoodHire may obtain a Consumer Report as an applicant or during employment. I specifically authorize such an investigation by information services and outside entities are of the company's choice. I hereby agree to hold Unlimited Prepay Distribution harmless from any and all information provided by such information services. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment will not be processed further.

Applicants Name - Printed

Today's Date

Applicant's Signature

Date Of Birth

Social Security #

Address

City

State

Zip

Email Address

Phone Number