

Private Business Reception (PBR)
Presentation & Quick Start Package



PBR Checklist

- Professional and Easily Accessible Location (Preferably New IMRs Home)
- 19"-27" Television & DVD Player (with Remote)
- Current 5LINX DVD Presentation
- Sign-in Sheet & Name Tags (RED: Guests & BLUE: Members)
- Professional Copies of the 5LINX PBR Presentation & Quick Start Package
- GLOBALINX DTA Box or Video Phone for Demonstration
- Flyers Promoting the Next Major BOM/Event in the Area
- Two Team Partners for Presenter If Needed

Partner 1	<u> </u>					
Partner 2	2					



Use the following documents to assist you in conducting your Private Business Reception. Follow as described and have total success in your business.

PBR HOST

- Make sure all guests have signed-in using the 5LINX sign-in sheet. Make one copy for the host and one copy for the presenter.
- Display 5LINX literature, brochures, and magazines.
- When the first guest arrives, begin showing various lifestyle profiles while waiting for other guests to arrive.
- Thank everyone for coming and <u>briefly</u> share your story and tell why you got involved with 5LINX, then play the "Full Presentation".

PBR PRESENTER

- Host introduces the presenter
- Presenter: Tell your short story. Keep it brief and simple.
- Distribute the 5LINX PBR Handout. Follow through the handout package or present from the 5LINX PowerPoint slides.
- Give all guests in the room applications.
- Show the 5LINX Quick Start video
- Close with final remarks
- Promote the next major event in the area



[Insert One Page Handout PDF]



[Insert One Page Quick Start PDF]



Private Business Reception Sign-In Sheet

INVITED BY						
E-MAIL						
PHONE						
NAME						

×
Z
5

Enroll now and start your own home based business today!



Name or Company Name

Address (No P.O. Box)

Social Security or Fed. Tax ID No.

LAST NAME

Independent Representative Application and Agreement

5LINX Enterprises, Inc. 50 Methodist Hill Drive, Suite 1500 Rochester, New York 14623 Fax: 585 359-0233 • www.5LINX.com

APPLICANT INFORMATION

FIRST NAME

has been accepted by 5LINX. If a check is refused for insufficient funds, then you will be charged a \$25 fee.

Application and Agreement may result in action by 5LINX, up to and including termination of this Application and Agreement.

Date of Birth

OFFICE USE ONLY					
Data Entry	Date				

ENROLLER INFORMATION

FIRST NAM

RIN

Fax

To Avoid Errors, Please Type or Print Clearly

Name or Company Name

Social Security or Fed. Tax ID No.

ity						
	State	Zip Code		PERMANENT SPONS	SOR INFORMATION	
			Name or Company Name			
one	Fax		LAST NAME	FIRS	ST NAME	M.I.
			Social Security or Fed. Tax ID N	lo. RIN		
nail Address			\dashv	l L		
			☐ Check if Permanent	t Placement is same as E	nroller	
	mer Representative pendent Marketing al customer points; sign : VISA MasterCan	REPRESE e and Purchase 5LINX Stand g Representative (IMR) and **First month of Standard Ser n up for monthly Premium Ser d Discover AMEX Mon e credit card indicated below for	X Independent Representative Approximately A	and standard reporti iervices (web hosting th thereafter. m reporting): \$29.9	ing)**g and standard report 9/month (credit card onl	\$99 ing)**\$499
Credit Card Number			Expiration Date	CVV2 Code	Billing Zip Code	
			Authorized Customer's Signature			
Name (as it appears on card)						

You, the buyer, may cancel this transaction at any time prior to midnight of the tenth business day after the date of this transaction. See notice of cancellation on the back of this form for an explanation of this right.

applicant until 5LINX receives the signed Application and Agreement. Your canceled check or credit card charge, and your first monthly bonus report constitute your receipt and verification that your Application and Agreement

*By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Representative Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a 5LINX Representative, or a partner, shareholder, or principal of any entity having a 5LINX distributorship within the past one year. I understand that any intentional misrepresentation of any information I provide on this

Notice of Cancellation

			the above date. If you cancel, any property traded in, any payments made by you under the contract of
sale, and any negotiable instrument executed by	you will be returned within TEN BUSINESS	DAYS followi	wing receipt by the seller of your cancellation notice, and any security interest arising out of the transac
tion will be cancelled. If you cancel, you must m	ake available to the seller at your residence,	in substanti	itially as good condition as when received, any goods delivered to you under this contract or sale; or yo
may if you wish, comply with the instructions of	the seller regarding the return shipment o	f the goods a	s at the seller's expense and risk. If you do make the goods available to the seller and the seller does no
pick them up within twenty days of the date of y	our notice of cancellation, you may retain o	or dispose of	of the goods without any further obligation. If you fail to make the goods available to the seller, or if you
agree to return the goods to the seller and fail t	o do so, then you remain liable for performa	ance of all ob	obligations under the contract. In the event that you cancel this transaction after an IMR starter kit ha
been sent to you, a \$25 materials fee will be de	ducted from any refund issued to you. To ca	ncel this tra	ransaction, mail, fax or deliver a signed and dated copy of this cancellation notice to 5LINX Enterprises
Inc. 50 Methodist Hill Drive, Suite 1500, Rochest	er, New York 14623.		
NOT LATER THAN MIDNIGHT OF		, 20	. I HEREBY CANCEL THIS TRANSACTION.
Date:	Buyer's Signature:		

Terms and Conditions

1. I understand that as a 5LINX Representative:

Date

- a. I have the right to purchase products and services from 5LINX at the Representative Price.
- b. I have the right to offer for sale 5LINX products and services in accordance with these Terms and Conditions.
- c. I have the right to enroll persons in 5LINX.
- d. I will assist, train, and motivate the representatives in my downline marketing organization.
- e. I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule or regulation.
- f. I will actively develop, service, and/or maintain at least ten customers to receive earned position CABs and Bounty Bonuses. I understand that I must keep accurate records of retail sales and 5LINX may periodically ask me to provide documentation of such sales to 5LINX.
- g. I will not purchase any product or service solely for the purpose of qualifying for overrides, commissions, or bonuses.
- h. I will perform my obligations as a Representative with honesty and integrity.
- I will only use the sales contracts and order forms which are provided by 5LINX for the sales of its goods and services, and I will follow all policies and procedures established by 5LINX for the completion and processing of such contracts and orders.
- 2. I agree to present the 5LINX Marketing and Compensation Plan and 5LINX products and services as set forth in official 5LINX literature. I will make no claims regarding potential income, earnings, products and services beyond what is stated in official 5LINX literature. Unless I have received express written permission from 5LINX, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than 5LINX, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to 5LINX products, services, or the 5LINX Marketing and Compensation Plan; (b) use or display any 5LINX trademarks, trade names, service marks, logos, designs or symbols; (c) advertise 5LINX products, services, or the 5LINX opportunity.
- 3. I agree that as a 5LINX Representative I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of 5LINX. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of 5LINX. I understand that I shall control the manner and means by which I operate my 5LINX distributorship, subject to my compliance with these Terms and Conditions, the 5LINX Policies and Procedures and the 5LINX Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF 5LINX FOR FEDERAL OR STATE TAX PURPOSES. 5LINX is not responsible for withholding, and shall not withhold odduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between 5LINX, Inc. and all appropriate taxing jurisdictions, and all related rules and procedures.
- 4. I have carefully read and agree to comply with the 5LINX Policies and Procedures and the 5LINX Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from 5LINX. I understand that these Terms and Conditions, the 5LINX Policies and Procedures, or the 5LINX Marketing and Compensation Plan may be amended from time to time, and I agree that any such amendments will apply to me. Notification of amendments shall be published in official 5LINX materials and sent to all representatives. The continuation of my 5LINX distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 5. The term of this Agreement shall be from the date on which it is accepted by 5LINX to the same date of the following year. Thereafter, the annual term shall be from the acceptance date for each subsequent year. If I fail to annually renew my 5LINX business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Representative. I shall not be eligible to sell 5LINX products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination, or non-renewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization.
- 6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of 5LINX. Any attempt to transfer or assign this Agreement without the express written consent of 5LINX renders this Agreement voidable at the option of 5LINX and may result in termination of my distributorship.
- I understand that if I fail to comply with the terms of this Agreement, 5LINX may, at its discretion, terminate my
 distributorship or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses

- and commissions, loss of all or part of my downline marketing organization. If I am in breach, default, or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If this Agreement is terminated for any reason, I will forever lose my rights as a Representative, including rights to my downline marketing organization, and rights to compensation pursuant to the 5LINX Marketing and Compensation Plan. If I fail to pay for products and services when payment is due, I authorize 5LINX to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized 5LINX to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
- 8. To the extent permitted by law, SLINX, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release SLINX and its affiliates from, and waive all claims for any loss of profits, indirect, direct, special, or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the 5LINX Policies and Procedures; (b) the improper promotion or operation of my distributorship and any activities related to it (e.g., the presentation of 5LINX products or Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for 5LINX to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of Bonuses or Commissions. I agree that the entire liability of 5LINX and its affiliates for any claim whatsoever related to the relationship of 5LINX and myself, including but not limited to, any cause of action sounding in contract, tort, or equity shall not exceed, and shall be limited to, the amount of products I have purchased from 5LINX under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense 5LINX and its affiliates against any and all claims, demands, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my distributorship.
- On This Agreement constitutes the entire contract between 5LINX and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Representative Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
- 10. Any waiver by 5LINX of any breach of this Agreement must be in writing and signed by an authorized officer of 5LINX. Waiver by 5LINX of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- 11. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
- 12. This Agreement will be governed by and construed in accordance with the laws of the State of New York, unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the 5LINX Policies and Procedures, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to 5LINX, the Representative Agreement, the 5LINX Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Representative and 5LINX, or any other claims or causes of action relating to the performance of either an independent Representative or 5LINX under the Agreement or the 5LINX Policies and Procedures shall be settled totally and finally by arbitration in Rochester, NY, or such other location as SLINX prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Representative files a claim or counterclaim against 5LINX, a Representative shall do so on an individual basis and not with any other Representative or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
- 13. The parties consent to jurisdiction and venue before any federal or state court in Monroe County, State of New York for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.