



xPectations - Application & Agreement

Mail: 9775 Business Park Avenue, San Diego, CA 92131
Fax: 858-547-5640

Independent Agent Fee \$199.00

Independent Agent, (IA): By becoming an IA you will receive a Training Manual, Initial Supply of Brochures/ Forms, Newsletters, Real-Time Commission Status, Online Support, Online Training, Website Hosting Option, Phone-In Support, Conference Call Training and Fax-On-Demand service.

Last Name _____ First Name _____

Business Name _____

Street Address (P.O. Box Cannot Be Used) _____

City _____ State _____ Zip _____

Home Phone Number _____ Business Phone Number _____ Fax Number _____

Tax ID/Social Security Number _____ E-mail Address _____ Website Address _____

Name / Address of Nearest Relative _____

SPONSOR INFORMATION

Sponsor's Last Name _____ Sponsor's First Name _____

Sponsor's xPectations Activation Code (Six Digit): _____
228760

The undersigned, as evidenced by his/her signature below, hereby authorizes Acceris Communications to submit for payment the total charges for the product(s) chosen below to the credit card account listed below. The undersigned represents and warrants that he/she is an authorized signatory for the credit card listed below.

Acceris Communications xPectations Program Enrollment: Independent Agent \$99.00

Credit Card: _____ MasterCard _____ Visa _____ AMEX _____ Discover _____ Credit Card Account #: _____

Name of Cardholder, exactly as it appears on card: _____ Signature: _____ Exp. Date: _____

Cardholder Address: _____ Cardholder Telephone # (_____) _____

Initial I hereby enroll to become an **Acceris Communications Agent** for \$199.00. I understand there will be an annual renewal fee of \$99.00. I understand if I do not renew my Agent Application, I forfeit any commissions which have accrued, but have not been paid because the amount was less than \$25, as well as any future commissions I may have been eligible to earn. Of the \$199.00 sign-up fee, \$100 is allocated towards the expense of the new Agent Kit, materials, and Hosted Website deployment. \$99.00 is allocated towards Acceris' expense to maintain online web tools and real-time reports. Agents have unlimited access to the Agent Support site for a period of one year, at which time the annual renewal fee is due.

I UNDERSTAND MY PURCHASE OF THIS PROGRAM IS NON-REFUNDABLE AFTER 90 DAYS FROM THE DATE OF THIS AGREEMENT, AS SET FORTH IN THE TERMS & CONDITIONS ON THE REVERSE SIDE. RESIDENTS OF GEORGIA, LOUISIANA, MARYLAND, MASSACHUSETTS, WYOMING, AND PUERTO RICO MAY OBTAIN A REFUND FOR ANY REASON AT ANY TIME.

I hereby apply to become an Independent Agent for Acceris. I have read carefully and agree to be bound by all provisions of the Terms and Conditions which are printed on the reverse side of this Application and all published Policies and Procedures of Acceris. I understand that becoming an Acceris customer is not required in order to participate as an Independent Agent.

Applicant's Signature _____ Date: _____ 2/04

TERMS AND CONDITIONS

- Each Independent Agent (IA) contracting with Acceris Communications ("Acceris"), acknowledges and agrees that IA is 18 years of age and of legal age of consent in the state in which he/she resides.
- Each IA understands and agrees that he/she is an independent contractor responsible for determining and controlling his/her own business activities and time spent and is not an agent, employee, or legal representative of Acceris. No IA will represent in any manner that he/she is an agent, employee or legal representative of Acceris. Each IA is responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, or regulatory or taxing agency. No IA will be treated as an employee for federal or state purposes. If required by applicable state law, each IA will remit applicable state taxes with each literature and sales aid order.
- Acceris shall provide IAs with copies of the Acceris Policies and Procedures, and its IA Compensation Plan and Customer Service and Charges (collectively, the "Program Documents"), all of which may be modified from time to time at the sole discretion of Acceris. The Program Documents, and all changes thereto, are incorporated herein as a binding part of this Agreement. Notification of such changes shall be provided to the IA in writing, in the manner specified in Section 12 below.
- This Agreement shall be deemed in effect upon its receipt and acceptance by Acceris at its corporate office location at 9775 Business Park Avenue, San Diego, CA 92131. Acceris reserves the right to deny an application at its sole discretion. In the event Acceris denies an application, any charges will be refunded.
- This Agreement shall be construed under the laws of the State of California without regard to choice of law principles. Any arbitration, civil action or other legal proceedings arising out of or relating to this Agreement or any dealings between IA, on the one hand, and Acceris, a wholly-owned subsidiary of WorldxChange Corporation, and/or Acceris officers, directors, employees, or agents on the other hand, whether brought before or after any termination of this Agreement, shall be brought and heard only in San Diego County, California and the parties hereto expressly waive any rights under any law or rule to cause any such proceedings to be brought or heard in any other location. IA consents to jurisdiction in any state or federal court located in San Diego County, California in any legal proceeding arising out of or relating to this Agreement.
- Any claim or controversy arising out of or relating to this Agreement or any dealings between IA, on one hand, and Acceris and/or Acceris' officers, directors, employees or agents, on the other hand, shall be resolved by final and binding arbitration before J.A.M.S./ENDISPUTE ("JAMS") in accordance with the then obtaining Comprehensive Arbitration Rules and Procedures of JAMS, as modified herein. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement and shall not have authority to award punitive or other non-compensatory damages to either party. The award in such arbitration proceeding may be entered in any Court of competent jurisdiction specified in Section 5 above.
- IA agrees to place primary emphasis on the sale of Acceris' products and services. The maximum amount of permissible purchases by an IA shall be set forth in the Program Documents and shall be automatically modified to comply with the exemption requirements set forth in any states' laws regulating business opportunities.
- This Agreement, including the Program Documents incorporated by reference, constitutes the complete and exclusive statement of the understandings between the parties and supersedes all proposals and prior agreements (oral and written) between the parties relating to the subject matter hereof. No subsequent agreement between the parties concerning the subject matter hereof shall be effective or binding and no other additional promises, representations, guarantees, or agreements of any kind shall be valid unless made in writing and subscribed to by an authorized officer of Acceris.
- Slamming is the unauthorized conversion of a customer's phone service from a customer's current carrier to a new carrier. In order to prevent slamming, Acceris requires either written authorization or Third Party Verification and employs stringent verification procedures prior to switching the service of customers. Acceris' Policies and Procedures prohibit the slamming of a customer to Acceris' service. Slamming is illegal under Federal and state law and may carry criminal penalties. Acceris will refer IAs who slam or attempt to slam customers for criminal prosecution. If it is determined that an IA is guilty of slamming or attempted slamming, immediate termination of IA status will occur, along with the forfeiture of all commissions or other compensation due from Acceris, and such IA shall indemnify and hold harmless Acceris from any liability resulting therefrom.
- Each IA is responsible for the IAs whom it sponsors. Each IA agrees to maintain monthly support to those IAs in his/her commissionable downline by way of any of the following or combination thereof: personal contact, telephone communication, written communication and/or attendance at IA meetings.
- IA UNDERSTANDS THAT NO PORTION OF THE PURCHASE OF THIS PACKAGE IS REFUNDABLE AFTER NINETY (90) DAYS FROM THE DATE OF THIS AGREEMENT (RESIDENTS OF GEORGIA, LOUISIANA, MARYLAND, MASSACHUSETTS, WYOMING, AND PUERTO RICO MAY OBTAIN A REFUND FOR ANY REASON AT ANY TIME). CANCELLATION MUST BE REQUESTED IN WRITING BY REGULAR MAIL, FACSIMILE OR OVERNIGHT DELIVERY TO: ACCERIS COMMUNICATIONS, 9775 BUSINESS PARK AVENUE, SAN DIEGO, CA 92131. CANCELLATION MUST BE POST-MARKED (IF SENT BY MAIL) OR RECEIVED BY ACCERIS (IF SENT BY FACSIMILE OR OVERNIGHT DELIVERY) NO LATER THAN MIDNIGHT OF THE NINETIETH DAY AFTER THE DATE OF THIS AGREEMENT. A CANCELLATION REQUEST MADE TO A ACCERIS IA WILL NOT BE ACCEPTED. THE ENTIRE NEW AGENT KIT MUST BE RETURNED TO ACCERIS COMMUNICATIONS IN ORDER TO RECEIVE A REFUND.
- Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by regular mail, facsimile, or personal delivery as hereafter provided. With the exception of a cancellation notice delivered pursuant to Section 11 above, any such notice or other communication, if mailed, shall be deemed to have been received on the fifth business day after the post-marked date thereof; if delivered by facsimile, shall be deemed to have been received on the date of receipt; or if delivered by hand, shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this Section. Notices and other communications shall be addressed to Acceris at ACCERIS COMMUNICATIONS, Attn: Legal Department, 9775 Business Park Avenue, San Diego, CA 92131, Facsimile (858) 547-5640; or to IR at the Address or Facsimile Number specified on the Reverse Side of this Agreement.
- ACCERIS WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES. ACCERIS DISCLAIMS AND IR HEREBY WAIVES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ACCERIS SHALL NOT BE LIABLE TO IA, ANY CUSTOMER OF ACCERIS OR ANY PERSON OR ENTITY UTILIZING ANY SERVICE PROVIDED BY ACCERIS, FOR LOSS OF TIME, INCONVENIENCE, LOSS OR INTERRUPTION OF SERVICE, LOST REVENUES, OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT, ANY OBLIGATION RESULTING THEREFROM, OR ANY OTHER ACT OR OMISSION OF ACCERIS, WHETHER ARISING OUT OF AN ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.
- IA certifies under penalty of perjury that the taxpayer I.D. number shown on this Agreement is IA's correct taxpayer identification number and IA is not subject to backup withholding because: (a) IA is exempt from backup withholding, or (b) IA has not been notified by the Internal Revenue Service ("IRS") that IA is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified IA that IA is no longer subject to backup withholding.

FACTS THAT EVERY ACCERIS COMMUNICATIONS AGENT SHOULD KNOW

In order to help you understand and adhere to Acceris' Policies and Procedures and to help you present the Acceris xPectations Program fairly and accurately to your prospect(s), Acceris has compiled a listing of important facts that every IA should know. By signing this Agreement, you hereby agree and acknowledge that you shall comply with the following policies:

- Acceris makes no representation or warranty regarding any level of income or profit potential to any of its IAs arising out of this Agreement or the xPectations Program. Providing prospective IAs with copies of checks or statements of income earned by another IA, and the use of any charts or income projections is strictly prohibited by Acceris' Policies and Procedures.
- Acceris provides local and long distance telephone services for customers throughout the United States. Acceris also provides intrastate telephone services in most but not all states. Please refer to the Customer Services and Charges for further detail.
- As an IA you may only utilize literature, sales aids and advertising materials provided by Acceris. You should presume that any other literature, sales aids and advertising materials that you have obtained or which may become available to you are not approved for your use. To utilize non-Acceris literature, sales aids and advertising materials is a violation of Acceris' Policies and Procedures and may result in your termination as an IA.
- With the exception of some states which approve Acceris' intrastate rates to their state residents, no attorney general or other regulatory authority ever reviews, endorses or approves the products or compensation plans of Acceris, and you should make no claim that such approvals have occurred.
- There are only two compensable events for IAs: the obtaining of new customers and customer usage, as more fully described in the Acceris Compensation Plan. Neither the sponsoring of a new IA or the purchase of the optional IA Program results in commissions or bonuses being paid.