



# LINX2Funds Application and Agreement

5LINX® Enterprises, Inc./LINX2Funds  
275 Kenneth Drive  
Rochester, New York 14623  
Fax: 585 359-0233 • www.LINX2Funds.com

OFFICE USE ONLY

Data Entry	Date
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To Avoid Errors, Please Type or Print Clearly

APPLICANT INFORMATION (All fields required to be filled in)		
Organization Name (Passive Partner)		
Fed. Tax ID No.	Contact Person	
Physical Address (No P.O. Box)		
Mailing Address (If Different)		
City	State	Zip Code
Phone	Fax	
Email Address		

ENROLLER INFORMATION (Only if Applicable)		
Name of person or company that referred you to LINX2Funds		
LAST NAME	FIRST NAME	M.I.
Phone	RIN (If affiliated with 5LINX)	
Email address		

In order to protect the interest of the LINX2Funds Initiative each participating organization must submit proof of tax identification (and business name if a d/b/a entity).

**Please submit a copy of one of the following documents with this application.**

Top portion of Page 1 of :

- Form 940
- Form 941
- Form 1065
- Form 1040 Schedule C
- Form 1120(s)
- Other IRS Form or IRS determination letter

If an approved not-for-profit entity, please submit a copy of your IRS determination letter with the application.

Please state your "Cause" for participating in the LINX2Funds website: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE NOTE:**

By signing below, I apply to participate in the LINX2Funds program. I certify that I am of legal age (the age of majority) for the state in which I reside. I have received and read the terms and conditions attached to this application and agree to abide by them. I understand that I have the right to terminate as specified in paragraph 8 of the terms and conditions.

X \_\_\_\_\_

*Applicant's Signature* *Position* *Date*

Please mail or fax this Application and Agreement (**with the required documentation**) to 5LINX® and an Identification Number (RIN) will be assigned to you. All pages can be faxed to 5LINX® at 585 359-0233 or mailed to: 5LINX® Enterprises, Inc., LINX2Funds Application Department, 275 Kenneth Drive, Suite 100, Rochester, NY 14623.

\* By entering our Federal Tax Identification Number on this LINX2Funds Application and Agreement, I certify that this number is our correct taxpayer identification number. understand that any intentional misrepresentation of any information I provide on this Application and Agreement may result in action by 5LINX® Enterprises, Inc., up to and including termination of this Application and Agreement.

**Terms and Conditions for Affinity Agreement between 5LINX Enterprises, Inc. (Active Partner)  
and  
Organization as Noted on Page 1 of application (Passive Partner)**

**Terms and Conditions for Affinity Agreement**

Terms and conditions for the Affinity Agreement entered into on the day as noted on Page 1, between 5LINX Enterprises, Inc., hereinafter referred to as the "Active Partner", a Delaware corporation having its principal place of business at 275 Kenneth Drive, Rochester, New York 14623, and the LINX2Funds applicant as noted on page 1, hereinafter referred to as the "Passive Partner" are as follows:

5LINX Enterprises, Inc. and the "Passive Partner" agree as follows:

**1. DEFINITIONS AND RELATED PROVISIONS:** Purpose of agreement is for Active Partner to inform, offer and provide a variety of services to members, employees, supporters and customers of Passive Partner. Specific criteria relative to the facts are as follows:

(A) Services: Services offered by Active Partner are listed in Attachment A.

(B) Customers: Defined as any individual (a/k/a residential) or business (a/k/a commercial) that is a member, employee, supporter, or customers of the aforementioned Passive Partner.

(C) Territory: Territory for services will vary depending on type of service as defined in Attachment A. Currently, customer service is focused primarily on United States territories with certain extensions into other regions of North America. It is imperative to note, that regions are constantly being added.

In accordance with the terms and conditions of this Agreement, Active Partner agrees to offer services listed in Attachment A on a selective basis to a consumer base, which may include but not be limited to members, employees, supporters and customers of the Passive Partner. Commissions and Bonuses as specified in Attachment C will be made by Active Partner to the Passive Partner in exchange for the passive marketing access as noted in Attachment B.

**2. RELATIONSHIP BETWEEN PARTIES:** This Agreement does not in any way create the relationship of principal and agent or employer and employee between Active Partner and the Passive Partner, and under no circumstances shall the Passive Partner be considered to be the agent or employee of Active Partner. The Passive Partner shall not act or attempt to assume or create, or attempt to assure or create, any obligation on behalf of or in the name of Active Partner, and the Passive Partner will not make any representations, guarantees or warranties on behalf of or in the name of Active Partner with respect to the services of the affinity relationship. The Passive Partner shall not use Active Partner's name, service mark or trademark without Active Partner's prior written consent, except in connection with the marketing of Active Partner's services and in a manner approved in advance by Active Partner in writing.

**3. MARKETING:** Whereas, the foregoing program, in all manner and respect, shall be the property of Active Partner. All rights, title, and interest shall be exclusively that of Active Partner including but not limited to any and all monies received therefrom and promotions the program provided, however, that Active Partner acquires no rights in the seal or other indicia of the Passive Partner except to inform members, employees, supporters and/or friends of the services provided under this agreement. Active Partner will gain no right or title to any intellectual property, logos or indicia of the Passive Partner.

Active Partner agrees to provide and promote the affinity program at no cost to the Passive Partner as long as minimum activity is maintained as specified in Attachment D. In exchange for marketing opportunities and the rights to use the name and logo of the Passive Partner, Active Partner will allocate to the Passive Partner a portion of any fees collected as specified in Attachment C. All other costs associated with supporting and marketing the program will be the sole responsibility of the Active Partner and/or its agents. The Passive Partner shall have the right to prior approval of all written and oral advertising and solicitation materials to be used by Active Partner that are directly related to the Passive Partner. The Passive Partner shall make every attempt to advise Active Partner promptly concerning any corrections that are required to be made but in any case all such comments shall be supplied by posting within ten days after the receipt of the material by the Passive Partner.

**4. SERVICE OBLIGATIONS:** Active Partner shall provide prompt, efficient and proper service and maintenance to all members, employees, supporters and/or customers of Passive Partner that elect to use services provided under the aforementioned affinity relationship. All questions, comments and concerns relative to services of the affinity relationship will be directly addressed with Active Partner and/or its agents. Any service related issues erroneously received by Passive Partner need to be redirected to Active Partner within a timely basis. It will be the sole responsibility of the Active Partner to satisfy inquiries relative to services originating from aforementioned affinity relationship.

**5. EXCLUSIVITY:** Under the terms of this agreement, Active Partner is granted exclusivity under this agreement only for services defined in Attachment A. If new services relative to Attachment A become available, Active Partner will automatically provide information to members, employees, supporters and/or customers on a timely basis. All new relative services will automatically attach to the exclusivity clause extended to Attachment A.

**6. INDEMNIFICATION:** Active Partner and Passive Partner (each an "Indemnifying Party" herein) expressly agree to indemnify and save the other Party and any person who is or has been or will become a director, officer, employee, fiduciary, agent or affiliate of a Party (the "Indemnified Parties") harmless from and against any and all claims, loss, damage, injury and liability and expense (including but not limited to reasonable attorney's fees, court costs, and costs of investigation) resulting from or in any way connected with the acts or omissions of the Indemnifying Party's employees, agents, fiduciaries, directors, officers or affiliates in the performance of their obligations under the agreement including services contemplated by this Agreement that are provided by either party to any member, employee, supporter and/or friend of Passive Partner. Active Partner and Passive Partner agree to cooperate and use its and their best efforts to defend against and respond to any claim or threatened claim. Any Indemnified Party wishing to claim indemnification under this paragraph upon learning of any such claim, action suit, proceeding or investigation, shall notify the Indemnifying Party thereof provided however the failure to notify shall not affect the obligations of the Indemnifying Party under this paragraph except to the extent such failure materially prejudices the Indemnifying Party.

**7. DURATION OF AGREEMENT:** The initial term of this agreement will be for a one (1) year period and will automatically renew continuously in one-year increments. If either Active Partner or Passive Partner elects to terminate the agreement and forego a renewal, a written request needs to be submitted as noted in Paragraph 8 of this agreement.

**8. TERMINATION:**

- (a) Either party may terminate the Agreement after 60 days with written notice of any breach for a cure period in the event either party shall have failed to fulfill or perform any one or more of the duties, obligations or responsibilities undertaken by it hereunder. If a suitable cure is not met after 60 days, the agreement is terminated;
- (b) In addition, no assignment or attempted assignment by Active Partner of any interest in this Agreement without Passive Partner prior written consent is permitted. If assignment or attempted consignment does occur, Passive Partner may terminate Agreement by giving the Active Partner written notice;
- (c) Any termination or expiration of this Agreement shall be without prejudice to any right, which shall have occurred to either party hereunder prior to such termination;
- (d) In the event of early discontinuance of the original one-year affinity agreement or subsequent annual renewable periods, Active Partner will not remain liable to Passive Partner for monthly royalties on all services that members, employees, supporters and/or customers acquired during the discontinued period and continue to use after the point of discontinuance. However, once a contractual period is completed, Active Partner will remain liable for monthly royalties on all services that remain active.
- (e) Should the agreement terminate for any reason, Active Partner will cease from using any logo or insignia of the Passive Partner.

**9. CONFIDENTIAL INFORMATION:** It is expected that the parties will disclose to each other certain information, which may be considered confidential or proprietary (“Confidential Information”), and each party recognizes the value and importance of the protection of the other’s Confidential Information. All Confidential Information owned solely by one party and disclosed to the other party shall remain solely the property of the disclosing party, and its confidentiality shall be maintained and protected by the other party with at least the same effort used to protect its own confidential information of a similar nature. Each party represents and warrants that such effort is and will be reasonably calculated to protect such Confidential Information. Except to the extent required by this Agreement, both parties agree not to duplicate in any manner the other’s Confidential Information or to disclose it to any third party or to any of their employees not having a need to know for purposes of this Agreement. The parties further agree not to use each other’s confidential information for any purpose other than the implementation of this Agreement. This confidentiality provision shall survive the expiration or termination of this Agreement.

Confidential Information may include, but is not limited to, name and address lists, financial information, trade secrets, formulae, specifications, programs, software packages, test results, technical know-how, methods and procedures of operation, business or marketing plans, proposals, and licensed documentation.

All database information must abide by the following policies:

- Database information is and shall remain confidential.
- Database information is and shall remain property of the Passive Partner.

**10. TITLE AND SUBLICENSING:** Passive Partner warrants and represents that it has the right and power to license the trademarks to Active Partner for use as outlined by this Agreement. Nothing stated in this Agreement prohibits the Passive Partner from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product.

**11. NOTICES:** Unless otherwise specified herein, all notices required or permitted to be given hereunder shall be in writing and personally delivered, telecopied, or sent by mail to the principal office of the other party indicated herein or at such other address as the parties may designate in writing. If mailed, notices will be deemed received three days after mailing, postage prepaid, as set forth herein and otherwise shall be deemed effective upon receipt.

All modifications to this agreement must be in writing and approved by both parties.

**12. GOVERNING LAW:** The Agreement and performance hereunder, shall in all respects be governed by the laws of the state of New York.

## ATTACHMENT "A"

**Services Definition:** Active Partner will provide state-of-the-art services to any individual or business that is a member, employee, supporter or customer of the Passive Partner. The following services will be provided:

**Digital phone service** will be provided by GLOBALINX<sup>®</sup>, a subsidiary of 5LINX<sup>®</sup> Enterprises, Inc., to the following consumer:

- 1) **Residential phone service** is currently offered to individuals located in the United States, Puerto Rico and parts of Canada. Any individual that has access to standard high-speed internet on a global basis can benefit from this cost saving service. Currently, the following three service plan options are available for the residential consumer:
  - a) An annual plan of \$239.95\* will provide a consumer with unlimited GLOBALINX<sup>®</sup> service for an entire year. This plan reduces the consumer's unlimited home phone bill to less than \$21 a month. An annual plan purchased utilizing a GLOBALINX<sup>®</sup> VideoPhone will be \$299.95 per year.
  - b) A monthly plan of \$24.95\* will provide a consumer with unlimited GLOBALINX<sup>®</sup> service. A monthly plan purchased utilizing a GLOBALINX<sup>®</sup> VideoPhone will be charged \$29.95 per month.
  - c) An international plan of \$49.95\* will provide a consumer with significant calling options to others on a global basis. An international plan purchased utilizing a GLOBALINX<sup>®</sup> VideoPhone will be \$54.95 per year.

GLOBALINX<sup>®</sup> home phone service packages provide the following benefits:

- Unlimited local & long distance calls in the United States, Canada, Puerto Rico & more.
  - FREE unlimited worldwide calling to other GLOBALINX<sup>®</sup> customers.
  - FREE features includes voicemail, caller ID, call waiting, call forwarding, find me follow me, three-way calling, \*69 call return, conference calling, block call waiting \*60 and more.
  - Outstanding international rates and option plan for consumers with loved ones abroad.
  - Number portability++ allows consumers to port existing numbers to GLOBALINX<sup>®</sup>!
- 2) GLOBALINX<sup>®</sup> **VideoPhone** is a unique product for today's residential & commercial consumer. Currently, GLOBALINX<sup>®</sup> is the leader in affordable VideoPhone conferencing in the United States. As opposed to manufacturers that charge thousands of dollars for equipment, GLOBALINX<sup>®</sup> provides a subsidy that allows a consumer to acquire a VideoPhone for \$199. A VideoPhone allows people to conduct face-to-face conversations on a worldwide basis. Currently, the following three service plan options are available for the VideoPhone:
    - a) An annual plan of \$299.95\* will provide a consumer with unlimited GLOBALINX<sup>®</sup> service for an entire year. This plan reduces the consumer's unlimited home phone bill to less than \$25 a month.
    - b) A monthly plan of \$29.95\* will provide a consumer with unlimited GLOBALINX<sup>®</sup> service.
    - c) An international plan of \$54.95\* will provide a consumer with significant calling options to others on a global basis.

All features and benefits provided with the standard home phone service package are included.

- 3) Commercial digital phone service can significantly enhance the way businesses communicate to customers, vendors and prospective consumers. In addition to terrific monthly savings, a business can become much more accessible to the general public through a multitude of features. To maximize the telecom demands and cost effectiveness for a business, we offer a host of service options which include stand-alone business lines, Hosted PBX, IP centrex, SIP Trunking and many enhanced features for our business clientele.

GLOBALINX<sup>®</sup> for business provides a significant range of additional services including auto attendant, four-digit dialing, hunt groups, virtual numbers, online account management, PBX features and much more!

**Wireless service** from top providers in the United States will be offered. Providers will include but not be limited to AT&T (formerly Cingular), Sprint/Nextel, T-Mobile, Alltel, and US Cellular. In addition to a great diversity of carriers, the following benefits will be provided:

- 1) Significant cost savings on the purchase of new phones and accessories.
- 2) Easy on-line ordering process.
- 3) Service plan options will be uniform with national plans offered by retailers.
- 4) Opportunity for unique monthly discounts for supporters does exist.
- 5) Opportunity for licensed phone accessories (i.e. phone covers) does exist.
- 6) Ability to keep supporters informed of new technology.

Wireless applications have become a necessity in the lives of today's individuals. Our affinity arrangement will serve as an efficient vehicle to keeping members, employees, supporters and customers of Passive Partner aware of new market applications.

**Satellite TV** from the two top providers in the United States will be offered. Providers will include Dish Network and Direct TV. Our Satellite TV program delivers an option to consumers that are searching for an alternative to cable TV. In addition to the availability of both providers, the following benefits will be provided:

- 1) Easy on-line ordering process
- 2) Professional installation team on a national footprint
- 3) Periodic promotions offer savings to members, employees, supporters and friends
- 4) Service packages could help keep members, employees, supporters and friends in touch with sports team, hobbies and other interests.

\* Plus applicable Federal and State regulatory fees, shipping, activation fees, taxes and future mandatory charges. Rates are subject to change with or without notice.

++ Where applicable. Not available in all territories.

**Home Security** services offered by Protect America, a leading national provider of security services. As more and more homes make a transition to broadband internet service affordable security options have become available. With five plans to choose from, there is one for every budget. Plans start at just \$29.95!

## ATTACHMENT "B"

**Promotional Support:** Active Partner will manage a "national" marketing campaign that promotes the Program. In addition, Active Partner will have an independent marketing representative coordinator with the Passive Partner to maximize existing marketing opportunities. The Passive Partner will be available for guidance to assist Active Partner in developing a marketing plan and promotional strategy each year.

As part of this agreement, the Passive Partner will provide the following when available:

**Benefits page in Association magazine:** Inclusion in the list of affinity partners located in the benefits page of each magazine.

**Links and Banners to your group website:** Periodic links and banners on the official homepage of the "Passive Partner". Links can be attached to various pages of the website depending on what services and promotions are being offered through the affinity program.

**5LINX' affinity website:** Affinity website will have a unique URL ("Passive Partner's Name") to maximize marketing ability. The affinity website that is supplied by 5LINX' Enterprises will be customized with specific "Passive Partner" approved logos and stated cause. Links and banners to and from the official homepage of the "Passive Partner" will be considered where applicable.

**Electronic correspondence to members:** Continuous access to e-mail opportunities to members will be provided during the term of the contract. The focus of the e-mails will be to inform members of new benefits and available technology and promote visitation to the affinity website.

**Direct Mail and Mailing Lists:** Periodic mailings to select segments of the member database should provide significant results. For example, new applications for commercial services should be forwarded to all business owners and executives.

**Inserts in new member and renewal member packages:** Promotions on various services could easily be documented on inserts for member packages. With rapid advancements in technology, routine updates would be appreciated by many "Passive Partner" members.

**Telemarketing:** Our affinity program offers constantly changing technology that can effectively be communicated to members on a one-to-one basis. There are also wonderful opportunities to initiate special pricing programs for "Passive Partner" via direct communication.

**Event Sponsorship:** Participating in various events would help provide validity and confidence for our affinity relationship through fact-to-face interaction. Coordination with marketing department could help select appropriate venues, if more than annual meeting exist.

**Newsletters:** It may be advisable to provide a monthly "What's New in Technology" editorial for your readers.

**Intellectual Property and Brand Endorsement:** Our affinity relationship will focus on an effective partnership. To maximize the results of the relationship, logos and brand endorsement will be essential. We truly understand the value of the "Passive Partner" intellectual property and will treat it with full respect under the jurisdiction of the "Passive Partner" management team.

## ATTACHMENT "C"

**Royalty Payments:** In exchange for promotional support as defined in Attachment B, Active Partner will pay upon the request of related members, employees, supporters and customers a royalty sum to Passive Partner on all monies collected from them for services listed on Attachment A. For a detail summary of the applicable royalty schedule please refer to appendix 1.

**Reporting:** Active Partner is responsible to report all activity, sales and royalty amounts to the Passive Partner no less than once a quarter. Active Partner will be required to share updated names, addresses, e-mail addresses and any other data they collect on businesses or customers that does not violate privacy policies, both internally and legally.

## ATTACHMENT "D"

**Financial Arrangement for Affinity Program between 5LINX Enterprises, Inc. (Active Partner)  
and  
Organization as Noted on Page 1 (Passive Partner)**

### **Roles and Financial Commitments of Affinity partners**

#### **Active Partner: 5LINX Enterprises, Inc.**

##### **Role of active partner:**

- Provide Affinity Contract
- Supply partner with Identification Number
- Designate a contact person for affinity relationship
- Develop Affinity Website
- Offer suggestions for attractive website domains
- Provide link from Affinity website to "Passive Partner" website
- Develop e-mail correspondence (i.e. flyer, news releases)
- Develop inserts for mailers
- Oversee specific licensing situations
- Provide daily reporting of affinity results
- Process monthly royalty payments
- Track and report financial expenditures
- Conduct a quarterly review of results (Face-to-Face meeting preferred)
- Maintain competitive options for affinity members
- Safeguard confidential information
- Create layout for print advertising
- Supply articles for newsletters (when requested & where applicable)
- Guarantee efficient customer service for members

#### **Passive Partner: Organization as Noted on Page 1**

##### **Role of passive partner: Approve Affinity contract**

Provide any logos or graphics to be used in aspects of affinity relationship:

- a) affinity website
- b) member correspondence
- c) advertising documents

Approve and acquire from selection of attractive web addresses

Provide link from "Passive Partner" website to affinity website

Formulate an efficient process for approving correspondence to members (Active partner (5LINX) will follow the approval guidelines as set forth by the "Passive Partner")

Share demographic information of members to determine most efficient communication technique (i.e. allocable by zip code, business owner, age, etc.)

Provide calendar for:

- a) Submission deadlines for member correspondence
- b) Applicable local, regional and national events

Designate a contact person (i.e. marketing) responsible for affinity relationship

**Financial Commitment** of passive partner: Primary objective of the LINX2Funds program is to financially enhance Passive Partners through the request of members, employees, supporters and customers. Due to the passive nature of this affinity partner, no financial commitment exists.

## Appendix 1

Royalties will be computed based on activated services of related members, employees, supporters and friends as per the following rate schedule:

<b>Linx2Funds Compensation Plan</b>			
<b>Product / Service</b>	<b>Up-Front Bonus</b>	<b>Monthly Residual</b>	<b>Residual Duration</b>
GLOBALINX® Digital Phone Service	\$10	\$2/month	Indefinite
Wireless Phone Service	\$5	\$2/month	24 Months
Satellite Television Service	\$5	\$2/month	36 Months
Protect America Home Security	NA	\$2/month	Indefinite
5LINX ID Guard Identity Protection	NA	\$1/month	Indefinite

### \*\* SPECIAL CUSTOMER ACQUISITION BONUSES \*\*

To reward organizations for achieving specific GLOBALINX® customer acquisition benchmarks, you will receive the following one-time lump sum bonuses when your total GLOBALINX® customer count reaches the following levels:

25 GLOBALINX® Customers	=	\$250 Bonus
100 GLOBALINX® Customers	=	\$1,000 Bonus
500 GLOBALINX® Customers	=	\$5,000 Bonus
2,000 GLOBALINX® Customers	=	\$10,000 Bonus
10,000 GLOBALINX® Customers	=	\$50,000 Bonus