



MORAN MEDICAL MONITORING
Independent Sales Consultant Application

Please legibly print the following information:

Date: _____

Full Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Address if different than above (no P.O. Boxes): _____

Home Telephone Number: _____ Fax: _____

Cell Phone Number: _____

Date of Birth: _____ E-mail Address: _____

Social Security Number: _____

References:

Reference Name: _____ Telephone Number: _____

Reference Name: _____ Telephone Number: _____

Reference Name: _____ Telephone Number: _____

What do you hope to gain from selling Personal Emergency Response Systems:

For office use only -

ISC# _____ Direct Deposit Info. _____



The Independent Sales Consultant Application

In accordance with the Agreement, I wish to purchase the ISC Starter Kit for \$250.00 (plus applicable tax and/or shipping) and request Moran Medical Monitoring accept the following as payment (please circle appropriate form of payment):

- Mastercard Visa Discover American Express Check (attached)

Note: If authorizing the payment to be made by credit card, please complete the following information:

1) Card holder's name as it appears on the credit card **and** card holder's billing address:

2) Credit Card Number and Expiration Date:

By signing below, I certify the following: a) The information on this application form is correct, b) I have read and understand the attached Terms and Conditions of the Independent Sales Consultant Agreement and accept those terms and conditions as stated and c) I am legally capable and competent to enter into this Agreement, d) I have agreed to allow Moran Medical Monitoring to conduct a thorough background investigation, and drug screening on myself. Approval of working with Moran Medical Monitoring will be contingent upon satisfactory completion of background check(s) and/or drug screening. I am aware that I will not be permitted to begin working with Moran Medical Monitoring until all required background and drug checks are completed and approved.

Signature: _____ Date: _____

Printed Name: _____

Application Approved by Moran Medical Monitoring:

Authorized Signature: _____ Date: _____

Printed Name and Title: _____



MORAN MEDICAL MONITORING
Independent Sales Consultant Agreement
Terms and Conditions

A. The Independent Sales Consultant (ISC) Agrees as follows:

1. ISC is at least 18 years of age, is enrolling as an ISC and is purchasing the company's ISC Training Manual and Starter Kit for \$250.00 (plus tax and/or shipping/handling if applicable).
2. To thoroughly read and comply with all MMM policies, procedures and commission plan.
3. To comply with any modifications or additions to the ISC Agreement Terms and Conditions, company policies and procedures and commission plan made by the company with advance notification.
4. To promote and sell MMM products in an honest, truthful and responsible manner and maintain the highest standards of integrity when dealing with the company, other MMM ISCs and clients.
5. ISC is not an employee of MMM but is an independent contractor and assumes sole liability for all self-employment federal and states taxes on income generated through MMM business transactions. ISC will not represent themselves as an agent, employee or legal representative of the company and has no authority to incur any debt, liability or obligation on behalf of the company.
6. ISC will not use the company's name, logo or product names in any advertising or marketing materials and will exclusively use company approved advertising/marketing materials and sales aids unless written approval is received in advance by the company.
7. ISC will not remove, cover or change the labeling of any company products.
8. ISC will not sell MMM products to retail or service establishments without written approval from the company.
9. ISC agrees not to sell any other product(s) which compete with MMM products in any way.
10. MMM may release ISC's name, telephone number and/or e-mail address to a client requesting an ISC in their area.
11. ISC agrees to indemnify and hold harmless MMM from any liability caused by ISC's acts or omissions.
12. ISC agrees to allow MMM to conduct a thorough background investigation, and drug screening. ISC agrees approval of working with MMM will be contingent upon satisfactory completion of background check(s) and/or drug screening. Furthermore, the applicant will not be permitted to begin working with Moran Medical Monitoring until all required background and drug checks are completed and approved.

_____ISC's initials



B. Moran Medical Monitoring (MMM) agrees as follows:

1. To pay ISC commissions and bonuses monthly in accordance with MMM's commission plan.
2. Any changes or additions to company's pricing, shipping/handling charges, commission plan, policies and procedures, etc. will be made available to ISC at least fifteen (15) days in advance of the change.
3. Upon termination of this Agreement, MMM agrees to repurchase any original, unused and unopened company products at 80% of ISC's cost (less shipping/handling costs) provided such products purchased by ISC from MMM within six (6) months prior to return. Any commissions/bonuses paid to ISC based on the purchase or sale of returned products shall be deducted from repurchase amount. If an ISC terminates this agreement, MMM will repurchase the Starter Kit if still in working order for \$75.00.
4. ISC shall not have any geographical territories or limitations within the United States when promoting and selling company products.
5. MMM will not directly sell to ISC's customers without commission being paid to ISC in accordance with company's commission plan.
6. To support ISC in promoting and selling company products through company's training programs, newsletters, educational materials and marketing and sales aids.

C. Additional Provisions Agreed upon by ISC and MMM:

1. This Agreement is subject to the review and acceptance by MMM through written notice to the ISC.
2. This Agreement may not be modified in any way and is not subject to any modification, change or addition unless agreed upon in writing and signed by an officer of MMM.
3. Either party may terminate this Agreement without cause with a thirty (30) day written advance notice to the other party.
4. MMM may immediately terminate this Agreement at any time and without any advance notice if ISC materially breaches this Agreement.
5. MMM reserves the right to decline from completing and sending any ISC product orders of less than any current MMM pricing unless prior authorization is made through the office.
6. An ISC is considered inactive after a period of 12 consecutive months with no sales. In the event ISC becomes "inactive", the ISC will be required to pay a reactivation fee of \$50 upon placing a order as well as the initial \$250 application fee, if applicable.
7. MMM's commission plan is the only approved commission plan available to be shared and discussed with prospective ISCs. Only commission charts or income projections created by MMM may be used by ISC.

_____ISC's initials