



**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE#:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Items 1-4 must be completed in order for you to be entered into the database to begin marketing and earning commissions.**

**AGREEMENT AND W-9 MUST BE FAXED BACK TO 888-479-9086 OR EMAILED TO ADMIN@PAXEONLLC.COM ATTENTION: New Affiliate**

- 1. Signed & Initialed Agreement \_\_\_\_\_
- 2. Completed W-9 \_\_\_\_\_
- 3. Manager Name: \_\_\_\_\_ (Office)
- 4. Recruited By: \_\_\_\_\_ (Office)
- 5. Associate File Created \_\_\_\_\_ (Office)
- 6. Entered into Database \_\_\_\_\_ (Office)

Initials \_\_\_\_\_

# PAXEON, LLC

## AFFILIATE AGREEMENT

This agreement is made between \_\_\_\_\_ (“Affiliate”) and Paxeon, LLC, referred to in this agreement as Paxeon, LLC. This agreement constitutes the terms of Affiliate’s position as an Affiliate with Paxeon, LLC. By initialing a section below, Affiliate certifies that he or she has read, understands, and agrees with that section.

### 1.1 DIRECT MARKETER RELATIONSHIP

Affiliate understands and agrees that he or she is not an employee of Paxeon, LLC for Federal Income Tax purposes, but is instead an Independent Contractor as defined in Publication 911 and as such is responsible for the timely payment of all taxes, both federal and state. Paxeon, LLC is under no obligation to withhold taxes, inform Affiliate of tax obligations, prepare any tax reports, or transfer any tax amounts. This Agreement must not be construed as an offer or contract of employment for any period, nor of any guarantee of future employment or future contractual relationship.

**Section 1.1** \_\_\_\_\_

### 1.2 TERM OF AGREEMENT

The length of contracted work in the \_\_\_\_\_ branch is for one year, and officially begins on \_\_\_\_\_ and ends on \_\_\_\_\_. Affiliate is not permitted to sell, market for, manage, or be associated with any other company in the mortgage and/or debt acceleration industry for a period of two years upon termination of this agreement.

**Section 1.2** \_\_\_\_\_

### 1.3 ATTENDANCE

Affiliate will manage his or her own schedule and will not be required to work any particular number of hours, but understands that his or her success will depend on the time he or she is willing to commit to marketing. Affiliate is encouraged to attend any webinars, seminars or conference calls that may occur in the future, to enhance his or her success.

**Section 1.3** \_\_\_\_\_

### 1.4 DAILY GOALS

Affiliate is encouraged to set daily goals and enlist a set number of other individuals and businesses to assist them in Paxeon program on a daily basis.

**Section 1.4** \_\_\_\_\_

### 1.5 WORK MATERIALS AND DRESS

Whether distributing materials or enlisting other individuals or businesses in the distribution of such materials, Affiliate is expected to dress in a professional manner when representing Paxeon, LLC.

**Section 1.5** \_\_\_\_\_

### 1.6 HONESTY & BEST EFFORTS

Affiliate is expected to be honest and ethical with all marketing efforts and may not change any portion of the marketing materials, other than the section for their personal contact information. NONE of Paxeon, LLC’s information may be changed. Any dishonest or unethical marketing will be considered grounds for termination of this Agreement.

Affiliate shall faithfully and to the best of his or her ability perform all of the services and duties that may be required by the explicit and implicit terms of this Agreement to the satisfaction of Paxeon, LLC.

**Section 1.6** \_\_\_\_\_

### 1.7 LICENSING & DRUG USE

Affiliate requires no license to work in such a capacity with Paxeon, LLC. Individuals involved in any way with illegal substances will not be allowed to work as an Affiliate with Paxeon, LLC. Controlled substance abuse will be looked upon as grounds for termination of this agreement.

**Section 1.7** \_\_\_\_\_

Initials \_\_\_\_\_

**1.8 COMMISSIONS**

**Section 1.8.1 Commission.** Affiliates are paid a commission of \$500.00 per sale. Any increase in commission must be approved prior to implementation. Affiliate is encouraged to obtain a PayPal account to receive commissions, however if Affiliate is unable to obtain a PayPal account, other payment arrangements will be made. Commissions are paid on a weekly basis. All sales made prior to Wednesday of any given week, will be paid that same week. Any sales made on Wednesday or after, will be paid on Friday of the following week. **Section 1.8.1** \_\_\_\_\_

**1.8.2 Termination of Agreement by Affiliate.** If Affiliate terminates this Agreement at any time for any reason, Affiliate agrees to forfeit all earnings not yet received. Earnings for purposes of this subsection shall be defined as advances, commissions, bonuses, overrides, and incentives. **Section 1.8.2** \_\_\_\_\_

**1.8.3 Termination of Agreement by Paxeon, LLC.** If Paxeon, LLC terminates this Agreement for any cause, Affiliate agrees to forfeit all earnings not yet received. Cause is defined as (a) Affiliate engaging in fraudulent or criminal behavior, (b) Affiliate violating Honesty & Best Efforts provision in Section 1.6, (c) Affiliate falsifying paperwork in any way, (d) Affiliate failing to perform any of his or her obligations under this Agreement, or (e) Affiliate violating any of Paxeon, LLC’s policies or any section of this agreement. Earnings for purposes of this subsection shall be defined as any and all advances, commissions, bonuses, overrides and incentives. **Section 1.8.3** \_\_\_\_\_

**1.9 MISCELLANEOUS PROVISIONS**

**1.9.1 Compliance with Paxeon, LLC’s Policies.** Affiliate agrees to strictly comply with all of the Policies included herein and all other company rules as adopted and announced from time to time by Paxeon, LLC. **Section 1.9.1** \_\_\_\_\_

**1.9.2 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

To Paxeon, LLC:

Paxeon, LLC  
305 East Main St.  
Lexington, OH 44904

To Affiliate:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 1.9.2** \_\_\_\_\_

**2.0 ENTIRE AGREEMENT**

**2.0.1 Agreement.** This Agreement, together with all attachments, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement is not part of any other agreement, nor does it affect any other agreement previously executed between the parties. This Agreement and each and every term and condition hereof, shall inure to the benefit of and shall be binding upon the parties hereto. The rights of the Affiliate may not be sold, assigned, transferred, conveyed, collateralized, or delegated by the operation of law or otherwise without the prior written consent of Paxeon, LLC in each instance. **Section 2.0.1** \_\_\_\_\_

**2.0.2 Amendment.** This Agreement may be modified or amended only in a document signed by both parties. **Section 2.0.2** \_\_\_\_\_

Initials \_\_\_\_\_

**2.0.3 Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. **Section 2.0.3** \_\_\_\_\_

**2.0.4 Applicable Law.** This agreement shall be governed by the laws of the State of Ohio and any action relating to this Agreement or the breach or enforcement hereof shall be brought and maintained in the Courts of the State of Ohio, each of the parties hereto consenting the exclusive personal jurisdiction of such courts as if they were personally present in such State. **Section 2.0.4** \_\_\_\_\_

**2.0.5 Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. **Section 2.0.5** \_\_\_\_\_

**2.0.6 Arbitration.** It is agreed that, at the option of Paxeon, LLC, binding arbitration by a mutually acceptable arbitrator will be used to resolve any and all disputes related to this agreement. Such arbitration shall be conducted pursuant to the then current rules of the American Arbitration Association. **Section 2.0.6** \_\_\_\_\_

**I understand that this Affiliate Agreement is for engagement as an Independent Contractor for the term of the agreement referenced in Section 1.2. By signing this agreement, I represent and certify that I will adhere to the policies and procedures that are set forth in this document and its attachments.**

**Agreed and Accepted:**

**By Affiliate:**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

**Date** \_\_\_\_\_

**By Paxeon, LLC:**

**By:** \_\_\_\_\_

**Date** \_\_\_\_\_

Initials \_\_\_\_\_