



Instructions:

1. Read all forms first.
Fill out the RA/RMA application completely (Form 1 5-1-2006).
Fields with this symbol * must be filled in or it will be returned to you.
You must have a Mandi Unlimited number thru TechDirect.
(You must have a working email address)
2. Contact your sponsor for placement information.
3. Select level and initial where indicated.
4. Sign and date the RA/RMA application.
5. Read, sign and date Terms and Conditions on page 2 (Form 2 5-1-2006).
6. Read the Policies and Procedures and Compensation Plan.
7. Return signed application forms 1 & 2 & check (If paying by check) for the full amount including S & H made out to TechDirect to:
8. Please fax a copy of page 1 to 909-829-3127. If you can not fax it send a email to support@tecndirect.ws with the your Name, address, phone number, Mandi number, whether you are coming in as a RA or RMA and your sponsors name & Mandi number and the day you mail it out.

TechDirect LLC
Attn: New Application Dept.
11251 Sierra Ave. Suite 2F Box 106
Fontana, CA. 92337

Note: RMA applicants please fill out the Website ordering form and fax or send it in A.S.A.P. This is needed to start building your website.

Fax number 24/7 909-829-3127

* These fields must be filled in.

techDirect.ws

TERMS AND CONDITIONS

The Application & Agreement, Policies & Procedures and Compensation Plan are specifically incorporated herein by reference. They, along with these Terms and Conditions, form the Agreement ("Agreement") between techDirect, LLC ("Company") and the Independent Contractor (Associate or SA/RA/RMA). They shall be effective only upon acceptance by the Company, at its principal office,

techDirect LLC

7720 Lorraine Ave, Suite 114

Stockton, Ca. 95210

Phone: 626-784-0455

Fax: 909-829-3127

Email: support@techdirect.ws

Mailing Address:

techDirect LLC

11251 Sierra Ave Suite 2F #106

Fontana, Ca. 92337

SA/RA/RMA AGREES:

1) SA/RA/RMA is of legal age in the state or country in which s/he resides.

2) Any RMA who sponsors another SA/RA/RMA or collects a Management Bonus or on another SA/RA/RMA must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. RMA must have ongoing contact, communication and management with his or her sales organization. Examples may include, but not limited to, email, newsletters, correspondence, meetings, telephone contact, accompanying individuals to Company Website training and sharing genealogy information with those sponsored. SA/RA/RMA should be able to provide evidence to the Company quarterly of ongoing fulfillment of sponsor responsibilities.

3) RMA understands that s/he is not compensated for sponsoring other SA/RA/RMA but earns compensation solely on sale of products to the ultimate consumer.

4) Applicant is, upon acceptance, an Independent Contractor, called SA/RA/RMA, conducting business for her/his own account and not an agent, employee, or franchisee for the Company. As such, SA/RA/RMA in the USA must provide her/his Social Security or Federal Tax ID Number for tax reporting purposes on any monies earned within the country. SA/RA/RMA in all other countries must report their tax ID number for tax reporting purposes within their country.

All SA/RA/RMA should consult their attorney or tax consultant for information on monies earned and where received. The SA/RA/RMA further understands that s/he will not be treated as an employee in regard to any laws covering employees. An Independent Contractor shall be responsible for obtaining any licenses required by law whatever State, County or Country they reside in.

5) SA/RA/RMA agrees to accept sole responsibility for all self-employment, and all legal country/federal and state income taxes and any other taxes on income earned as an SA/RA/RMA. The Company will file forms on each SA/RA/RMA at the close of the calendar year for the amount of commissions and bonuses earned in their country of residence under this agreement.

6) SA/RA/RMA agrees that the Company will not be liable whatsoever for city, county, state, and country/federal taxes or other fees pertaining to efforts and earnings of the SA/RA/RMA.

7) SA/RA/RMA SHALL NOT promote or sell other companies products at Company functions or on web sites where techDirect is mentioned or use the Company forms or printed materials or its name and prestige, or drawing power in conjunction with or in support of any other activities.

8) RMA shall not sponsor or attempt to sponsor another techDirect SA/RA/RMA into another Direct Sales, MLM and/or Network Marketing Company except for her/his personally sponsored SA/RA/RMA. In addition, no SA/RA/RMA shall participate in any action that causes a SA/RA/RMA to be sponsored through someone else into another company.

9) RMA will make no claims as to income potential either written or oral except those prepared by the company for illustration purposes only.

10) RMA will not make any claims of any kind pertaining to benefits of the company's products and services except those given in official company promotional media. When presenting the Company program to others, RMA shall present the program in its entirety, without omission, distortion or misrepresentation.

11) RMA shall not represent or imply, directly or indirectly, that the Company program has been approved or endorsed by any governmental agency. Federal and State regulatory agencies do not approve or endorse any marketing company, product or programs.

12) SA/RA/RMA will indemnify and hold the Company harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of SA/RA/RMA statements or actions in violation of this agreement. SA/RA/RMA may continue to make wholesale purchases until contract must be renewed. Contract must be renewed each year for SA/RA/RMA to continue receiving bonus due according to Compensation Plan and may not be an SA/RA/RMA (or an Independent Contractor) in a competing company. Should a SA/RA/RMA be terminated for cause, and reach the Vested Level, he will still be able to draw commissions. Should RMA not be at a VESTED QUALIFIED LEVEL, their sales organization shall be transferred to his/her first active upline RMA.

13) SA/RA/RMA may voluntarily terminate this agreement at any time. As long as RMA continues to help promote the Company and abides by this Agreement, a RMA who elects not to renew or to cancel this agreement or voluntarily terminates while in good standing AND REACHES THE VESTED QUALIFIED LEVEL retains all rights to COMMISSIONS.

14) I understand that at least 70% of all personal purchases must be resold to customers that are not SA/RA/RMA of Company and that I will not purchase products solely for qualification for a higher position, bonus or commissions.

15) All product(s) in resalable condition purchased within 90 days prior to termination may be returned (shipping prepaid). Company will repurchase such products at 90% of original price, less any bonus or commissions paid. All current sales aids and techDirect Tool Kits in resalable condition purchased within 90 days prior to terminating may be returned (shipping prepaid). Company will repurchase such materials at 90% of original price.

16) The terminated SA/RA/RMA will be eligible to reapply and may choose a new sponsor after (6) months. A terminated SA/RA/RMA that reenters the program may not sponsor any of her/his original downline organization.

17) SA/RA/RMA understands that Company does not permit changing of sponsors. Network Marketing is a business of creating relationships. Once a SA/RA/RMA is sponsored, the Company believes in maximum protection of that relationship.

18) SA/RA/RMA has supplied techDirect with his/her signature for techDirect files and understands that this signature is the signature of record for all debit card and any future credit card transactions.

19) SA/RA/RMA without a sales tax ID number authorizes Company to remit to proper agencies the sales/use tax generated as a result of SA/RA/RMA product sales.

20) RMA understands Company will provide new RMA +. a replicated Web Page as part of their techDirect Executive Marketing Toolkit. Company will deliver all Toolkits items upon receipt of good funds.

21) As an Independent Contractor, SA/RA/RMA is aware of the quality of products offered by the Company and the other costs and contractual obligations that occur when he/she purchases products from Company. SA/RA/RMA understands that he/she maintains a greater responsibility when ordering on a credit card account as an informed SA/RA/RMA than when ordering as an average customer. SA/RA/RMA therefore waives the right of cancellation or refund on any order placed on her/his credit card account(s) except through Company. Any order returns, refunds or exchanges shall be done through Company and not through Visa or Master Card or American Express or Discover.

22) In the event that any check (monies) by any method is returned unpaid, I authorize Company to debit my account for the face amount plus up to a \$25.00 processing fee. If said amount remains unpaid, I understand that I could lose my current status and that until my account is brought current I will forfeit certain rights and privileges, including commissions.

23) SA/RA/RMA understands that USA residents in the States of Maine, North Dakota, Michigan, Indiana, Iowa and West Virginia are limited to a total of \$495.00 in sales aids and wholesale product purchases from the Company during the first six months. Purchases shall be automatically modified to comply with the exemption requirements set forth in any country/states laws regulating business opportunities.

24) RMA will have 6 month to upgrade to the RMA Plus program from the day they sign-up and pay only the difference between the RMA price and the RMA Plus price.

25) The A-Team is an RMA that understand that s/he must sell (2) two Mandi unlimited customers first and then get my (3) RMA before s/he will get paid any commissions from TechDirect. S/he will allow TechDirect to hold their commissions until s/he have filled the agreement. S/he will maintain 2 non-techDirect RMA customers at all times. S/he has read and agrees with the Policies Procedures and the Terms & Conditions of the TechDirect A-Team.

TECHDIRECT, LLC. AGREES:

1) Company will pay SA/RA/RMA commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by SA/RA/RMA and her/his sales organization under the terms of Compensation Plan.

2) Company will retain full authority to accept or reject any Application or any order for products. Such refusal is solely within the discretion of Company. No right of action against Company will arise because of any such acceptance or refusal.

3) Company reserves the rights to amend, revise, institute, alter, or modify changes including but not limited to prices, literature, policies, this Agreement and the Compensation Plan. Any such revisions become effective by email, letter(s), or by publication in official company literature, posted to SA/RA/RMA her/his last known address. SA/RA/RMA agrees to be bound by these changes. Changes will become part of agreement 30 days after notification.

4) Company shall not be responsible for acts beyond its control, including, but not limited to: fire, flood, earthquake, storms, power outages, labor difficulty, equipment failure, supplier problems, or other difficulties that might prevent performance according to this agreement.

5) Company assumes no liability for personal injury arising from the use or mishandling of any of the Company product(s).

6) Company does not require SA/RA/RMA to sponsor to get paid on there personal sales.

7) Company reserves the right to terminate this agreement immediately upon receipt of information sufficient to the Company that the SA/RA/RMA has violated any term or condition of this agreement or has otherwise acted illegally or unethically.

8) Company will honor refund policies provided by any governmental law applicable to SA/RA/RMA.

9) Company requests that all SA/RA/RMA obey the letter and the spirit of the laws of God and man and that they treat customers, fellow SA/RA/RMA and Sales Representatives of other MLM/Network Marketing companies with fairness and dignity.

I have read and agree to the above.

Signature

Date

Mailing Address
TechDirect LLC
Attn: New Application Dept
11251 Sierra Ave Suite 2F #106
Fontana, Ca. 92337

techDirect.ws
RA/RMA Independent Contractor Application & Agreement
Email: support@techdirect.ws

Phone Numbers
Phone: (626)-784-0455
Fax: (909)-829-3127

* These fields must be filled in.

* LAST NAME (Print)		* FIRST (Print)	* INITIAL	* DATE (Print)
COMPANY NAME if sign-up as a company only		(Print)	* YOUR MANDI UNLIMITED NUMBER (You must have a Mandi number)	
* ADDRESS (Print) <u>NO P.O. BO</u>		* CITY (Print)	* STATE (Print)	* ZIP
* Mailing ADDRESS if different from above (Print) <u>P.O. BOX OK</u>		* CITY (Print)	* STATE (Print)	* ZIP
* SSN/TAX I.D. NUMBER		(Print)	* YOUR EMAIL ADDRESS (You must have a email address)	
* HOME PHONE (Print)	CELL PHONE (Print)	FAX NUMBER (Print)		
* PRINT SPONSOR NAME (Print)		* SPONSORS MANDI NUMBER (Print)		

RMA SPONSOR PLACEMENT ONLY

Place under sponsor's leg:

1 ☐ 2 ☐ 3 ☐ Under R.M.A. _____ MANDI I.D. # _____
☐ Have computer place under next open spot in my Sponsors downline. ☐ Please contact my sponsor for placement.

Please accept this Application to become an Independent Contractor (hereinafter "RMA") for TechDirect LLC. (Hereinafter "Company"). This Agreement is personal to the RMA whose name appears on the Application. RMA shall not assign, sell or otherwise transfer this Agreement or the rights and duties expressed herein without prior written consent of the Company, which consent will not be unreasonably withheld. I have read, understand and agree to the provisions set forth in this Application, including the Terms & Conditions, Policies & Procedures and Compensation Plan and as these documents shall be from time to time amended. I understand that these documents constitute this entire agreement ("Agreement") and I acknowledge reviewing a copy of all documents referred to herein.

Initial _____

I understand that no purchase of product inventory is required to become or remain a RMA I understand that there is a one-time charge to start with the company. I understand that I am not guaranteed a specific income. Financial success as a RMA can come only from sale of company products/services to the end consumer. The term of this Agreement is one year and shall automatically end on the anniversary date of each year, unless there is a renewal agreement. RMA must renew annually. This agreement shall be governed by the laws of the State of California (or Country in which RMA resides) and all claims, disputes and other matters between the parties of this agreement shall be settled in such location as Company prescribes under International Arbitration rules. In witness hereof the parties agree to be bound by the terms of this Agreement. Signatures on the face of the Independent Contractor Application & Agreement signify acceptance of this Agreement by RMA and shall be effective upon acceptance by the Company, at its principal office. RMA certifies that s/he is of legal age in the State/Country of residence:

Applicant's Signature _____

****PLEASE READ THIS ENTIRE CONTRACT CAREFULLY**** PARTICIPANT IN THIS DIRECT SALES PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL BUSINESS ABOVE.

****All orders are in US Funds plus shipping & handling. Please Check & Initial the business package that's best suits you.****

☐ Initial: I choose to become a TechDirect LLC, Retail Associate (RA) I understand that I can only get commission from the sales of products and goods from the company and only from my personal sales no others. I understand I must have a Mandi unlimited account with techDirect at all times or commissions are forfeited. I understand that I can not show others the opportunity. Included in the Start-up pack: Full use of the company website, online training, 10 full color blank business cards, 10 full color MANDI SpeechPhone™ brochures, 10 MANDI pocket guides, more. ----- **\$39.00** Plus \$9.95 S&H Total= \$48.95**

☐ Initial: I choose to Up-grade my RA to an RMA with all the benefits in the RMA stated below as a RMA if with in your first 6 months. My original sign-up date is ----- **\$160.00 Total= \$160.00**

☐ Initial: I choose to become a TechDirect LLC, Retail Marketing Associate (RMA) I understand that I can only get commission from the sales of products and goods from the company and the sales of products and goods that others sell in my 3x10 matrix of .50¢ per Mandi Unlimited. I understand I must have a Mandi unlimited account with techDirect at all times or commissions are forfeited. I understand that I can show others the opportunity and will be paid a one time and monthly management bonus for helping them to start there own home based business. Included in the Start-up pack: Full use of the company website, online training, 10 full color blank business cards, 10 full color MANDI SpeechPhone™ brochures, and 10 TechDirect Business Opportunity brochures, 10 MANDI pocket guides, my own personally replicated company website for 12 months and more. ---- **\$199.00 Plus \$9.95 S&H Total= \$208.95**

☐ Initial: **A-Team Members Only.** I want to be on the **A-Team**. I understand that I must sell (2) two Mandi unlimited customers first and then get my (3) RMA before I will get paid any commissions from TechDirect. I will allow TechDirect to hold my commissions until I have filled the agreement. I understand I will maintain 2 non-techDirect RMA Mandi unlimited customers at all times. I have read and I agree with the Policies Procedures and the Terms & Conditions of the TechDirect A-Team.

**** I Understand I have 6 months from the day I sign-up to upgrade my RA to an RMA associate position and only pay the difference. Full price to be paid there after.**

☐ Initial: Please enroll me in the automatic yearly renewal program for which I will allow techDirect to take **\$39.00** for an RA/RMA, from my credit card on file for my yearly renewal every year on my anniversary date.

I agree to this contract in whole with my signature, the signature below shall also serve, as the "signature on file" provided Company needs signature to accept faxes, emails and orders from me. I understand that I must maintain a working Mandi Unlimited as a customer at all times to Qualify for any commissions. Failure to do so will result in loss of all commissions for the months with no activation of your personal Mandi Unlimited account with techDirect.

Signature Date
* Your application is not accepted until it is signed by the company below* Mail to 11251 Sierra Ave Suite 2F Box# 106 Fontana, Ca. 92337

THIS FORM, ALONG WITH THE TERMS AND CONDITIONS (FORM 2) MUST BOTH BE SIGNED, INITIALED IN ALL PLACES AND MUST BE MAILED TO THE COMPANY AT ABOVE ADDRESS.

☐ Check# _____ ☐ Credit Card Web/Date _____

Accepted ☐ Denied ☐ Date enter _____ By who _____

techDirect.ws

TERMS AND CONDITIONS

The Application & Agreement, Policies & Procedures and Compensation Plan are specifically incorporated herein by reference. They, along with these Terms and Conditions, form the Agreement ("Agreement") between techDirect, LLC ("Company") and the Independent Contractor (Associate or SA/RA/RMA). They shall be effective only upon acceptance by the Company, at its principal office,

techDirect LLC
7720 Lorraine Ave, Suite 114
Stockton, Ca. 95210
Phone: 626-784-0455
Fax: 909-829-3127

Mailing Address:
techDirect LLC
11251 Sierra Ave Suite 2F #106
Fontana, Ca. 92337

Email: support@techdirect.ws

SA/RA/RMA AGREES:

1) SA/RA/RMA is of legal age in the state or country in which s/he resides.

2) Any RMA who sponsors another SA/RA/RMA or collects a Management Bonus or on another SA/RA/RMA must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. RMA must have ongoing contact, communication and management with his or her sales organization. Examples may include, but not limited to, email, newsletters, correspondence, meetings, telephone contact, accompanying individuals to Company Website training and sharing genealogy information with those sponsored. SA/RA/RMA should be able to provide evidence to the Company quarterly of ongoing fulfillment of sponsor responsibilities.

3) RMA understands that s/he is not compensated for sponsoring other SA/RA/RMA but earns compensation solely on sale of products to the ultimate consumer.

4) Applicant is, upon acceptance, an Independent Contractor, called SA/RA/RMA, conducting business for her/his own account and not an agent, employee, or franchisee for the Company. As such, SA/RA/RMA in the USA must provide her/his Social Security or Federal Tax ID Number for tax reporting purposes on any monies earned within the country. SA/RA/RMA in all other countries must report their tax ID number for tax reporting purposes within their country. All SA/RA/RMA should consult their attorney or tax consultant for information on monies earned and where received. The SA/RA/RMA further understands that s/he will not be treated as an employee in regard to any laws covering employees. An Independent Contractor shall be responsible for obtaining any licenses required by law whatever State, County or Country they reside in.

5) SA/RA/RMA agrees to accept sole responsibility for all self-employment, and all legal country/federal and state income taxes and any other taxes on income earned as an SA/RA/RMA. The Company will file forms on each SA/RA/RMA at the close of the calendar year for the amount of commissions and bonuses earned in their country of residence under this agreement.

6) SA/RA/RMA agrees that the Company will not be liable whatsoever for city, county, state, and country/federal taxes or other fees pertaining to efforts and earnings of the SA/RA/RMA.

7) SA/RA/RMA SHALL NOT promote or sell other companies products at Company functions or on web sites where techDirect is mentioned or use the Company forms or printed materials or its name and prestige, or drawing power in conjunction with or in support of any other activities.

8) RMA shall not sponsor or attempt to sponsor another techDirect SA/RA/RMA into another Direct Sales, MLM and/or Network Marketing Company except for her/his personally sponsored SA/RA/RMA. In addition, no SA/RA/RMA shall participate in any action that causes a SA/RA/RMA to be sponsored through someone else into another company.

9) RMA will make no claims as to income potential either written or oral except those prepared by the company for illustration purposes only.

10) RMA will not make any claims of any kind pertaining to benefits of the company's products and services except those given in official company promotional media. When presenting the Company program to others, RMA shall present the program in its entirety, without omission, distortion or misrepresentation.

11) RMA shall not represent or imply, directly or indirectly, that the Company program has been approved or endorsed by any governmental agency. Federal and State regulatory agencies do not approve or endorse any marketing company, product or programs.

12) SA/RA/RMA will indemnify and hold the Company harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of SA/RA/RMA statements or actions in violation of this agreement. SA/RA/RMA may continue to make wholesale purchases until contract must be renewed. Contract must be renewed each year for SA/RA/RMA to continue receiving bonus due according to Compensation Plan and may not be an SA/RA/RMA (or an Independent Contractor) in a competing company. Should a SA/RA/RMA be terminated for cause, and reach the Vested Level, he will still be able to draw commissions. Should RMA not be at a VESTED QUALIFIED LEVEL, their sales organization shall be transferred to his/her first active upline RMA.

13) SA/RA/RMA may voluntarily terminate this agreement at any time. As long as RMA continues to help promote the Company and abides by this Agreement, a RMA who elects not to renew or to cancel this agreement or voluntarily terminates while in good standing AND REACHES THE VESTED QUALIFIED LEVEL retains all rights to COMMISSIONS.

14) I understand that at least 70% of all personal purchases must be resold to customers that are not SA/RA/RMA of Company and that I will not purchase products solely for qualification for a higher position, bonus or commissions.

15) All product(s) in resalable condition purchased within 90 days prior to termination may be returned (shipping prepaid). Company will repurchase such products at 90% of original price, less any bonus or commissions paid. All current sales aids and techDirect Tool Kits in resalable condition purchased within 90 days prior to terminating may be returned (shipping prepaid). Company will repurchase such materials at 90% of original price.

16) The terminated SA/RA/RMA will be eligible to reapply and may choose a new sponsor after (6) months. A terminated SA/RA/RMA that reenters the program may not sponsor any of her/his original downline organization.

17) SA/RA/RMA understands that Company does not permit changing of sponsors. Network Marketing is a business of creating relationships. Once a SA/RA/RMA is sponsored, the Company believes in maximum protection of that relationship.

18) SA/RA/RMA has supplied techDirect with his/her signature for techDirect files and understands that this signature is the signature of record for all debit card and any future credit card transactions.

19) SA/RA/RMA without a sales tax ID number authorizes Company to remit to proper agencies the sales/use tax generated as a result of SA/RA/RMA product sales.

20) RMA understands Company will provide new RMA +. a replicated Web Page as part of their techDirect Executive Marketing Toolkit. Company will deliver all Toolkits items upon receipt of good funds.

21) As an Independent Contractor, SA/RA/RMA is aware of the quality of products offered by the Company and the other costs and contractual obligations that occur when he/she purchases products from Company. SA/RA/RMA understands that he/she maintains a greater responsibility when ordering on a credit card account as an informed SA/RA/RMA than when ordering as an average customer. SA/RA/RMA therefore waives the right of cancellation or refund on any order placed on her/his credit card account(s) except through Company. Any order returns, refunds or exchanges shall be done through Company and not through Visa or Master Card or American Express or Discover.

22) In the event that any check (monies) by any method is returned unpaid, I authorize Company to debit my account for the face amount plus up to a \$25.00 processing fee. If said amount remains unpaid, I understand that I could lose my current status and that until my account is brought current I will forfeit certain rights and privileges, including commissions.

23) SA/RA/RMA understands that USA residents in the States of Maine, North Dakota, Michigan, Indiana, Iowa and West Virginia are limited to a total of \$495.00 in sales aids and wholesale product purchases from the Company during the first six months. Purchases shall be automatically modified to comply with the exemption requirements set forth in any country/states laws regulating business opportunities.

24) RMA will have 6 month to upgrade to the RMA Plus program from the day they sign-up and pay only the difference between the RMA price and the RMA Plus price.

25) The **A-Team** is an RMA that understand that s/he must sell (2) two Mandi unlimited customers first and then get my (3) RMA before s/he will get paid any commissions from TechDirect. S/he will allow TechDirect to hold their commissions until s/he have filled the agreement. S/he will maintain 2 non-techDirect RMA customers at all times. S/he has read and agrees with the Policies Procedures and the Terms & Conditions of the TechDirect A-Team.

TECHDIRECT, LLC. AGREES:

1) Company will pay SA/RA/RMA commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by SA/RA/RMA and her/his sales organization under the terms of Compensation Plan.

2) Company will retain full authority to accept or reject any Application or any order for products. Such refusal is solely within the discretion of Company. No right of action against Company will arise because of any such acceptance or refusal.

3) Company reserves the rights to amend, revise, institute, alter, or modify changes including but not limited to prices, literature, policies, this Agreement and the Compensation Plan. Any such revisions become effective by email, letter(s), or by publication in official company literature, posted to SA/RA/RMA her/his last known address. SA/RA/RMA agrees to be bound by these changes. Changes will become part of agreement 30 days after notification.

4) Company shall not be responsible for acts beyond its control, including, but not limited to: fire, flood, earthquake, storms, power outages, labor difficulty, equipment failure, supplier problems, or other difficulties that might prevent performance according to this agreement.

5) Company assumes no liability for personal injury arising from the use or mishandling of any of the Company product(s).

6) Company does not require SA/RA/RMA to sponsor to get paid on there personal sales.

7) Company reserves the right to terminate this agreement immediately upon receipt of information sufficient to the Company that the SA/RA/RMA has violated any term or condition of this agreement or has otherwise acted illegally or unethically.

8) Company will honor refund policies provided by any governmental law applicable to SA/RA/RMA.

9) Company requests that all SA/RA/RMA obey the letter and the spirit of the laws of God and man and that they treat customers, fellow SA/RA/RMA and Sales Representatives of other MLM/Network Marketing companies with fairness and dignity.

I have read and agree to the above.

Signature

Date

TECHDIRECT COMPENSATION PLAN

At techDirect “Keeping it Simple is our motto”

DIRECT SALES PROGRAM

For those wishing to sell our products and collect only the activation commissions on just your personal sales, we call you a **Sales Associate or SA**. You'll only need to get started with the company TechDirect LLC for Free; you will need to have your SpeechPhone™ MANDI Unlimited subscription prior to signing up with TechDirect.ws. However, if you do not have one, you'll need to pay the activation fee (\$30.00) and the first month's SpeechPhone™ MANDI Unlimited subscription. As and SA you can sell all of TechDirect.ws line of products and receive the activation fee commissions for only your sales one time, there is no on going commissions. You can not show the business opportunity. You must use the techDirect corporate site to place all your sales orders and your Associate ID in to get credit for your sales. A confirmation email of each sale will be sent to you; and special training seminars online etc to help you start your business.

For those wishing to sell our products and collect commissions on just your personal sales, we call you a **Retail Associate or RA**. You'll only need to get started with the company TechDirect LLC for \$39.00; you will need to have your SpeechPhone™ MANDI Unlimited subscription prior to signing up with TechDirect.ws. However, if you do not have one, you'll need to pay the activation fee (\$30.00) and the first month's SpeechPhone™ MANDI Unlimited subscription. As and RA you can sell all of TechDirect.ws line of products and receive on going commissions for only your sales. You can not show the business opportunity. You must use the techDirect corporate site to place all your sales orders and your Associate ID in to get credit for your sales. A confirmation email of each sale will be sent to you; and special training seminars online etc to help you start your business.

Check below to find compensation.

MULTI-LEVEL MARKETING PROGRAM

If you choose to sell products and build a sales organization and collect organizational wide commissions and management bonuses, you will be termed a **Retail Marketing Associate, or RMA** you'll only need to get started with the company TechDirect LLC for \$199.00; you will need to have your SpeechPhone™ MANDI Unlimited subscription prior to signing up with TechDirect.ws. However, if you do not have one, you'll need to pay the activation fee (\$30.00) and the first month's SpeechPhone™ MANDI Unlimited subscription. You can now show the business opportunity and help sponsor people in to their own home based business with techDirect and receive on going downline commissions on all of there sales and activity in your 3x10 matrix, and special training seminars online etc to help you start your business. You must use the techDirect corporate site to place all your sales orders and your Associate ID in to get credit for your sales. A confirmation email of each sale will be sent to you; and special training seminars online etc to help you start your business.

Check below to find compensation.

The **A-Team** is an RMA that understand that s/he must sell (2) two Mandi unlimited customers first and then get my (3) RMA before s/he will get paid any commissions from TechDirect. S/he will allow TechDirect to hold their commissions until s/he have filled the agreement. S/he will maintain 2 non-techDirect RMA Mandi unlimited customers at all times. S/he has read and agrees with the Policies Procedures and the Terms & Conditions of the TechDirect A-Team.

WHAT HAPPENS NEXT?

As a RMA, you will begin your own matrix, under direction of your sponsor. The matrix is only 3 wide at your first level but goes 10 deep a total of 88,572 when your 3 X 10 matrix is full. Your Sponsor and/or Enroller will probably help you build your matrix as s/he also sponsors more people. Each person you sponsor can also have three people on their first level to complete their ten deep downline (and continue to enroll people other than those first three they sponsor). You will begin by selling products, on which you will receive commissions. You can begin to sponsor your family and friends and even strangers you haven't met yet into your organization.

COMPENSATION

- All (RA/RMA) sales to a new person collect the same commission. You will be paid a twenty-five dollar (\$25) one-time activation fee plus fifty cents for RA/RMA (.50¢) per month on each customer as long as the customer retains the service.
(Check Qualified Vested P&P)
- As a RA you earn .50¢ per month per SpeechPhone™ Mandi Unlimited account you sell and that is activated monthly. As a RA you will be able to receive commissions as soon as you start selling, there is no qualify requirements
- As a RMA you earn .50¢ per month per SpeechPhone™ Mandi Unlimited account you sell and that is activated monthly in your downline up to 10 levels
- As a RMA when you sell to (3) SpeechPhone™ Mandi Unlimited account and help (3) people to start there own homebased business with TechDirect.ws you will be qualified for all commissions and management bonuses in your 3x10 matrix for a RMA. When you sell more than three (3) SpeechPhone™ Mandi Unlimited account and help three (3) people to start there own homebased business with TechDirect.ws you will have the chance to earn Corporate Bonus.
- Other products have different compensation bonuses and residual potential based on their overall recurring costs and value.

Qualifications For Commissions, all based on a Mandi Unlimited sale.

QUALIFICATION FOR COMMISSIONS

You must maintain a SpeechPhone Mandi Unlimited thru techDirect.ws at all times. Failure to do so will cause the loss of all commissions and bonuses for the month that you do not have an active Mandi Unlimited thru techDirect.

- When you sale and maintain (1) Mandi Unlimited customer and sponsor, maintain and manage (1) RMA in to the business you are now qualified for all commissions to the 4th level of your 3x10 Matrix.
- When you sale and maintain (2) Mandi Unlimited customers and sponsor, maintain and manage (2) RMA in to the business you are now qualified for all commissions to the 7th level of your 3x10 Matrix.
- When you sale and maintain (3) Mandi Unlimited customers and sponsor, maintain and manage (3) RMA in to the business you are now qualified for all commissions to the 10th level of your 3x10 Matrix.

To receive the commissions of fifty-(50) cents per sale for RMA and or management bonuses of any one in the qualified downline you must meet and maintain the qualifying requirements stated herein.

Please Read Policies & Procedures.

techDirect.ws

Policies & Procedures

The Application Agreement, Terms & Conditions and Compensation Plan along with these Policies & Procedures are specifically incorporated by reference into the Independent Contractor (hereinafter-"Associate" or "SA/RA/RMA") Application & Agreement and have the same effect and force. Together, they form the Agreement between TechDirect, LLC (hereinafter "Company" or "TechDirect") and the Independent Contractor and are effective only upon acceptance of the Application by the Company, at its principal office at

Mailing Address:

TechDirect LLC
11251 Sierra Ave Suite 2F Box 106
Fontana, Ca. 92337

Home Office Address:

TechDirect LLC
7720 Lorraine Ave Suite 114
Stockton, Ca. 95210

Phone: 626-784-0455**Fax:** 909-829-3127**Email:** support@techdirect.ws

These Policies & Procedures are established to clarify and define the rights and responsibilities of the Company and its Independent Contractors (SA/RA/RMA). They are provided as guidelines for both the Associates and the Company to interact in the most effective manner. Since these materials can change from time to time, it is the responsibility of the SA/RA/RMA to keep current regarding such changes and when sponsoring a new SA/RA/RMA to make the latest updated materials available to the potential SA/RA/RMA that s/he may review and agree to correct Agreement.

ABANDONMENT

You have 30 days past your anniversary date to pay all your renewal fees in full (you will be notified by email and/or U.S. mail at address on file with TechDirect if not on auto renewal) or the company will declare your 3x10 matrix business center with TechDirect abandoned. TechDirect then has the right to assume the 3x10 matrix to do as they see fit to do to insure that the matrix is not harmed in any way. You may sell your 3x10 matrix business center at anytime before that 30 day deadline is reached. See **TRANSFERRING OR SELLING YOUR TECHDIRECT BUSINESS** for all the details.

ADVANCEMENT

All advancement to a higher position is given upon reaching qualification.

ADVERTISEMENT

In order to maintain the integrity and accuracy of the Company image, stringent requirements and guidelines governing advertising and promotion by SA/RA/RMA must be imposed. SA/RA/RMA are prohibited from using any type of advertising using the name of TechDirect or its products without the written approval of an executive of the Company. Misuse of the Company name or logo and its affiliated products and/or services diminishes the goodwill of the Company and affects all SA/RA/RMA. No SA/RA/RMA is permitted to advertise in any medium, other than personal contact or personal phone calls. Any prospective ads or scripts must be submitted for written approval. The Company must approve any advertising on the Internet using the Company logo, name, trademarks, products, etc., in writing except for replicable web sites.

ASSOCIATE

A **SA** signs the Independent Contractor Application Form as a Sales Associate, Starts with the company for **\$0.00** and can sell Company products and receive a commission from the Activation fee's of the sales of products and goods. No ongoing residual income for any sales will be paid.

A **RA** signs the Independent Contractor Application Form as a Retail Associate, Starts with the company for **\$39.00** and can sell Company products and receive a Direct Sales commission. Commission on all your sales of Mandi Unlimited of **.50¢ per** personal sale on single account sales, RA will be able to sell all TechDirect.ws products, but RA will not be a part of the Multi-Level. RA must use the company website to show and sell all company products and must make sure that their rep number is on the sale to get credit for the sale. There is a Yearly Renewal fee of **\$39.00** per year on your anniversary date. There is no one time Management commission paid on this sign-up, but there is a Monthly Management commission of **.50¢ per** Mandi Unlimited sold to Sponsoring Manager and upline 10 levels up.

A **RMA** signs the Independent Contractor Application Form as a Retail Marketing Associate for **\$199.00** Plus \$9.95 S&H. You will receive the RMA Starter pack, includes a personalized replicated company Website for a full year to send all your customers to www.YOURNAME.techdirect.ws and a TechDirect email account YOURNAME@techdirect.ws, attend corporate web cast events and special training seminars. Also included is 10 Full Color TechDirect business cards, 10 Door Hangers, 10 Full Color SpeechPhone™ brochures, and 10 TechDirect Opportunity Brochures, 10 Mandi pocket Quick Reference guides. You will also be entered into the Companies 3X10 Multi-Level Compensation Plan and may sponsor other Associates into the business. Commission on all your sales of Mandi Unlimited of **.50¢ per** personal sales on single account sales, and **.50¢ per** Mandi Unlimited on all corporate accounts sales sold at rate card. An RMA will be able to sell all TechDirect.ws products. There is a Yearly Renewal fee of **\$39.00** per year on your anniversary date. There is a one time Management commission paid on this sign-up of **\$25.00** management commission to the sponsor and **\$10.00** one time management commission paid 10 levels up, and a monthly Mandi commission of **.50¢ per** Mandi Unlimited sold to Sponsoring Manager and upline 10 levels up. After one year you can renew your website if you choose to do so.

A-Team option

The **A-Team** is an RMA that understand that s/he must sell (2) two Mandi unlimited customers first and then get (3) RMA before s/he will get paid any commissions from TechDirect. S/he will allow TechDirect to hold their commissions until s/he have filled the agreement. S/he will maintain 2 non-techDirect RMA Mandi unlimited customers at all times. S/he has read and agrees with the Policies Procedures and the Terms & Conditions of the TechDirect A-Team.

AUTHORIZED PROMOTIONAL MATERIALS

Only those materials, which have been made available directly by the Company, are allowed for promotional purposes. The Company will produce and offer for sale at a reasonable price the materials necessary to build SA/RA/RMA business. No reproduction, personalization or modification of any of these Company materials is allowed in any form. SA/RA/RMA may not develop, publish, sell or distribute any promotional materials they create. This prohibition applies also to Sales Aids and brochures promoting a specific downline or organization without written permission by a Company executive.

AGE REQUIREMENT

The SA/RA/RMA must be at least 18 years of age and of legal age in the state or Country of residency.

AGREEMENT - THE TERM

The term of this agreement is one year from the date of this agreement. Each SA/RA/RMA should renew this agreement by responding to the notification sent by the Company at least 30 days prior to renewal. As long as the SA/RA/RMA responds to and continues to pay the annual renewal fee, the SA/RA/RMA will maintain all rights and privileges.

The fee for renewal of an SA/RA/RMA is \$49.00 each year on their anniversary date. Prorated if you upgrade to RMA+.

The fee for renewal of an RMA with a Toolkit is \$199.00 each year on their anniversary date to maintain web site and services of the Company.

Registration fees are payable with each registration. Part of this fee covers the necessary record keeping provided by the Company for services SA/RA/RMA receives and the website, etc. Failure to renew can result in a SA/RA/RMA distributorship being terminated and your downline organization permanently transferred to your upline the company. Renewal of the SA/RA/RMA distributorship remains the responsibility of the SA/RA/RMA.

AMENDMENTS

Since federal, state and local laws may periodically change as well as business practices, in order to maintain a current and viable business, TechDirect specifically reserves the right to make any amendments, changes and/or adjustments it deems necessary with respect to, but not limited to, any written materials (literature) and/or sales aids and/or products. Any such changes shall supersede any prior communication in relation to the part being changed and shall be incorporated as a part of the agreement between TechDirect and its SA/RA/RMA within 30 days after notification. Notification will be given in one or more of the following ways:

- Email
- Included with personal product order
- Included with Bonus or Commission payment
- On Web Site
- Special Mailing
- Voice mail notification

ASSOCIATE ADVISORY BOARD

The RMA's Representative Board is made up of RMA who have achieved more than the minimum and show that they want to achieve much more at the time of appointment. They will advise the President on different issues that pertain to their fellow RMA. They will serve for a period of 1 year and are appointed by the President/CEO of TechDirect.

BACK ORDERS

If the Company is temporarily out of stock on ordered merchandise, a Back Order notice will be sent with the current shipment. Back Orders are filled first when new inventory arrives. Credit for commissionable sales is applied at the time the products are ordered to maintain qualification.

BONUS PAYMENTS

The Company pays the SA/RA/RMA a commission and/or bonus for sale of product only after the Company has received good funds (in US Funds) for the total amount due the Company. The Company must receive orders, with good funds, no later than 5:00 PM the last business day of the month in which it is to be counted. All commissions for sales are paid 20 days after the company has been paid from the vender (Ask for schedule) once a month. Bonus payments on all other products are issued monthly for the previous month's business by the 20th of the month. Commissions/Bonus are not paid for amounts less than twenty dollars **(\$20.00)**. A Bonus of less than \$20.00 will be accumulated and paid to the SA/RA/RMA when Bonus checks equal or exceed said amount. To remain a SA/RA/RMA and to continue receiving benefits, SA/RA/RMA must remain in good standing with the Company. The Company may offset against any bonuses due SA/RA/RMA for any debt or debts due from SA/RA/RMA to the Company. These debts can arise from cancellations or refunds in her/his downline organization. These may include, without limitation, underpayment, postage due, shipping charges, returned check (NSF) charges and debits accrued from refunds or returned products on which upline bonuses have been paid.

BONUS/COMMISSION ISSUES.

Any commission errors generated by the Company computerized systems must be communicated and addressed in writing to Company administrative and support staff no later than 60 days after date of product purchase. Any questions or disputes about bonus/commission calculations or checks must be raised with the Company Services Department within one calendar month after the payment date. All disputes must be submitted in writing. It is the responsibility of the SA/RA/RMA to supply all essential supporting documentation. A SA/RA/RMA who cancels or is terminated shall receive full commissions and bonus for the last full pay period in which s/he was active prior to cancellation or termination less any amount(s) due Company.

CANCELLATION

The SA/RA/RMA may cancel at any time and for any reason by notifying the Company and their sponsor in writing of their decision to cancel. A SA/RA/RMA who elects not to renew or to cancel this Agreement or is involuntarily terminated loses all rights to bonuses, position and wholesale purchases. The terminated RMA sales organization shall be transferred to her/his sponsoring RMA or the company, at the company decision. The SA/RA/RMA who is terminated or canceling will be eligible to reapply and may choose a new sponsor after six (6) months. A terminated RMA that reenters the program may not sponsor any of her/his original downline organization.

CHANGE OF ADDRESS

SA/RA/RMA requiring a change in his/her record (address, telephone number, etc.) must send a signed letter to Company Services Department requesting the change.

CHANGING – PUBLISHING MATERIALS A SA/RA/RMA has no authority to change, omit, add to, waive or discharge or alter in any way any provisions of publications or agreements issued by the Company. SA/RA/RMA will not publish, distribute telemarket or circulate advertisements on behalf of the Company or SA/RA/RMA in connection with the Company products. Any ads must have first been produced or approved in advance in writing by an executive officer of the Company. SA/RA/RMA can promote their business in any legal and ethical manner otherwise in compliance with the SA/RA/RMA Agreement and Policies & Procedures. SA/RA/RMA must not state or imply that the Company approves or endorses any privately produced motivational literature or training materials used within their own organization. SA/RA/RMA understands that the Company offers the only approved website to its SA/RA/RMA under the Company's role to help its SA/RA/RMA All Internet sites that mention TechDirect and/or its products must be pre approved by the Company in writing.

CLAIMS - PRODUCTS

SA/RA/RMA

- Will not make any claims of any kind (which can include personal testimonies) pertaining to the Company's products except those given in official Company promotional materials.
- Under no circumstances, will make claims concerning any TechDirect product and its usefulness.
- Are expressly forbidden to imply that additional products or services will be added or that enhancements to the Marketing (Compensation) Plan are forthcoming.

CLAIMS - INCOME

See INCOME CLAIMS

COMMITMENT

In order to properly promote Company products, services and the Compensation Plan, as well as to achieve the maximum potential for success, SA/RA/RMA agrees to:

- Become well acquainted with all Company materials, including the Independent Contractors Agreement, Rules & Regulations, Compensation Plan and Policies & Procedures.
- Attend training provided by the Company
- Sell products/services at retail.
- Know and comply with applicable state and local requirements.
- Make no claims or guarantees concerning products or amount of money to be made other than those contained in Company literature.
- Take responsibility for the training and education of those SA/RA/RMA in their immediate sales organizations, whether personally sponsored or not.
- Dress appropriately in business attire (as well as explain to your guests) when attending business presentations to further enhance your and the Company's professional public image.
- Ensure that all paperwork submitted to the Company is complete and accurate in accordance with the processing instructions and that paperwork is accompanied by full and complete payment.

COMMUNICATION CHANNELS

As a sponsor, it is the responsibility of each SA/RA/RMA to answer all questions within their capacity asked by their downline. In the event the question cannot be answered, the questions should be directed to the next upline SA/RA/RMA. Contact the Company only after the chain of sponsorship had been followed. This system has been established to allow for efficient networking operations.

COMPANY

TechDirect Network Marketing Division markets its products and services through Independent Contractors, called SA/RA/RMA Each SA/RA/RMA helps the Company by selling products and finding customers for "MANDI" & other TechDirect products as well as sponsors other SA/RA/RMA.

COMPLIANCE

A SA/RA/RMA will not be eligible for commissions and bonus, nor will s/he be allowed to sponsor another SA/RA/RMA until a signed SA/RA/RMA Agreement has been received and approved by the Company. The Company program is built upon sales of products/services to the end consumer.

The Company expressly prohibits purchases of products/services solely for qualification in the Compensation Plan.

CONFIDENTIAL INFORMATION

The SA/RA/RMA agrees that she/he will not disclose such information to any third party directly or indirectly, nor use the information to compete with TechDirect directly or indirectly. Both SA/RA/RMA and TechDirect agree that except for this agreement of confidentiality and non-disclosure, the Company would not provide the above confidential information to the SA/RA/RMA. Violation of this confidentiality requirement is grounds for termination.

Upon termination, in any form, all copies of any Confidential Information in the possession of the SA/RA/RMA, or under her/his control, or any copies, must be returned to TechDirect if requested. SA/RA/RMA understands that this Confidentiality Information specifically survives the SA/RA/RMA relationship for a period of not less than three years from the date a SA/RA/RMA is terminated for any reason. SA/RA/RMA, for a period of three years following the termination of this agreement, agrees that they will hold in confidence any confidential information that SA/RA/RMA obtained during the term of her/his association with TechDirect and that SA/RA/RMA will not use such items or information directly or indirectly.

COPYRIGHT

US Copyright Statutes protect TechDirect materials. All rights are reserved, including the right to alter, revise and reprint these materials in whole or in part. Reproduction in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system is not permitted now or in the future without the prior written consent of the owner of the copyright. Because of the copyright (and the technical information required to market the Company opportunity), no one shall have the right to reproduce for personal use or for sale any marketing materials, literature, logos, recorded Company events, speeches, flyers, videos, brochures or other aids relevant to TechDirect without prior written consent of the Company. This policy includes any advertising on the Internet. A SA/RA/RMA may not use Company name, logo or product names on a web site other than that produced by the Company and available through the Toolkit that has not been approved by the Company. Producing or using unauthorized materials will be grounds for immediate termination.

CORPORATIONS, SOLE PROPRIETORSHIPS & PARTNERSHIPS

Corporations, Sole Proprietorships and Partnerships may become a SA/RA/RMA. However, one individual must be designated as the responsible party for the Company's actions and must sign the SA/RA/RMA application. Commission and Bonus checks will be made payable to the business entity. When a Partnership applies to be a SA/RA/RMA, the SA/RA/RMA agreement may be submitted in the name of the Partnership but must include the name and signature of at least one general partner authorized to execute contracts for the Partnership. In addition, a Corporation/Partnership form must be submitted providing the names and Social Security numbers of all partners. All partners are jointly and severally liable for any indebtedness or other obligation to the Company.

Partners may not be individual SA/RA/RMA, nor partners, principals, or shareholders of another Company SA/RA/RMA. This does not apply to active SA/RA/RMA who wishes to change their status from individual SA/RA/RMA or Partnership to a Corporate or Trust SA/RA/RMA under their existing sponsor. The request must be received by the Company by the 15th of the month and approved in order to be effective on the first of the following month. Company may require notarized documents before implementing any changes to a TechDirect business that normally takes about 30 days for processing after the receipt of the request.

DEFINITION OF ASSOCIATE

Company reserves the right to accept or reject anyone as a SA/RA/RMA. If Company rejects an application, notification of such rejection will be given within thirty (30) days from the date the Application and Agreement Form was received at the Company Corporate Office. SA/RA/RMA may have only one sponsor and should choose that sponsor wisely, one who will help them in the business. A partnership or corporation may be a SA/RA/RMA. However, no individual may participate in more than one (1) sales organization. SA/RA/RMA may sponsor his/her spouse to operate as an independent business. Married couples may become a SA/RA/RMA either as joint applicants with the same business interest or as individual applicants with separate business interests. If spouses elect to be separate, they must be personally sponsored by each other or the same person and placed in the same group or sales organization. If a husband and wife, acting as joint applicant SA/RA/RMA, divorce they must notify the Company in writing, signed by both parties, indicating how the SA/RA/RMA position is to be owned thereafter. In the absence of a written agreement signed by both parties, Company or a court of competent jurisdiction shall decide the ownership.

DISCLAIMER

Income examples, as expressed, are strictly meant to illustrate how commissions are earned in the TechDirect Compensation Plan. EXAMPLES ARE NOT MEANT AS INCOME PROJECTIONS, nor are they indicative of a SA/RA/RMA existing or future income.

DISCONTINUED ITEMS

Discontinued items will be listed at the TechDirect web site. Also listed are items that are back ordered or are no longer available.

EXPENSES

Any and all expenses arising from their business operations are the sole responsibility of SA/RA/RMA, including, but not limited to legal costs, telephone expenses, advertising, etc. A SA/RA/RMA is an Independent Contractor and may not represent by implication or otherwise that s/he is an officer, employee, agent or owner of the Company and as such cannot bind or contract the Company in any manner.

ETHICS

TechDirect conducts business in an ethical and credible manner and expects its SA/RA/RMA to act in the same fashion when dealing with their customers, each other, SA/RA/RMA in other Network Marketing companies or the Company. Company will intercede to correct unethical activity on the part of any SA/RA/RMA regardless of rank. Verified unethical activities will be justifiable cause for termination.

GRIEVANCE

When a SA/RA/RMA has a grievance or complaint with another SA/RA/RMA regarding any practice or conduct in relationship to the TechDirect business, s/he should first report to their highest upline SA/RA/RMA. That SA/RA/RMA should review and try to resolve the matter with the other party's highest upline SA/RA/RMA. If the matter is not resolved, it must be reported in writing to TechDirect Corporate offices. The President's Associate Advisory Board will review the facts and try to resolve the grievance. If it is not resolved, the matter will be referred to the Corporate Executive Board for final review and determination.

GOVERNING LAWS

These rules are governed by the laws of the State of California and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie within the place of acceptance of the Independent Contractor Application and Agreement, San Joaquin County (Stockton), California.

ID NUMBER (ID#)

Your Social Security or Federal ID Number must be on an application form, there after your company MANDI unlimited phone number will be your ID number along with your signature, and must appear on all order forms and correspondence to the Company. The Company will keep all Social Security numbers and personal information confidential. For those living outside of the United States, your country's identification number for each individual must be submitted.

INCOME

SA/RA/RMA is entitled to income based on the Company Compensation Plan. SA/RA/RMA derives income only on the sale of products by either themselves or those in their downline organization.

INCOME CLAIMS

Income projections, including those based solely on mathematical projections without regard to probable sales success may not be made to prospects except those shown in company literature. TechDirect believes that the income possibilities are substantial enough without having to exaggerate or misrepresent the potential. TechDirect will not tolerate false income projections made to either a customer or prospective SA/RA/RMA. It is unlawful to make false or misleading representations as to income and/or potential income. It is unlawful to show someone else's check(s). SA/RA/RMA are not guaranteed a specific income. Financial success as a SA/RA/RMA can come only from sale of Company products to the end consumer, building a sales organization and training that organization to sell, sponsor, and train.

INCOME TAX

SA/RA/RMA are independent contractors for federal and state income tax purposes and do not have income taxes withheld from commissions. SA/RA/RMA are responsible for reporting and paying income taxes to local, state and federal authorities. Company will provide an IRS Form 1099 to the IRS and SA/RA/RMA annually in accordance with federal laws. A copy of such form may be obtained from the Company. Please keep in mind there are many tax benefits available to independent contractors under the provisions of the existing tax laws. SA/RA/RMA are responsible for contacting proper taxing authorities or an accountant for up-to-date information on tax laws.

INDEMNITY AGREEMENT

Each SA/RA/RMA agrees to indemnify and hold harmless TechDirect, its officers, agents, directors and assigns, against any claim, demand, liability, loss, cost or expense, including but not limited to attorney's fees and costs arising out of, or alleged to arise, in connection with SA/RA/RMA business or conduct.

INDEPENDENT CONTRACTOR – SA/RA/RMA

Applicant is, upon acceptance, an Independent Contractor, called SA/RA/RMA, conducting business for her/his own account and not an agent, employee or franchisee for the Company or any of the vendors that Company contracts with to sell products and/or services from. As such, SA/RA/RMA must provide her/his actual Social Security or Federal Tax ID Number for tax reporting purposes. The SA/RA/RMA further understands that s/he will not be treated as an employee in regard to any laws covering employees. These include, but are not limited to,

Federal Insurance Contributions Act (FICA),

Social Security Act,

Federal Unemployment Tax Act,

Income Tax withholding at the source

Federal or state taxes and

Local license fees that may become due, as a result of activities under this agreement.

The Independent Contractor shall be responsible for obtaining any licenses required by law.

INHERITANCE.

If a person is vested, upon the death or incapacity of the SA/RA/RMA, the SA/RA/RMA position and all rights will pass to the legal successor. Company requires photocopies of the Death Certificate (or a doctor's statement) and a certified Will, court order or other appropriate legal documentation before the transfer will be effective. That person(s) inheriting the position must then sign a SA/RA/RMA Agreement in their name and abide by the Agreement, Terms & Conditions, the Compensation Plan and these Policies and Procedures.

INSUFFICIENT FUNDS

If any check, credit card or any other type of payment used to purchase products or other items from the Company is returned for insufficient funds, the person issuing the check shall be subject to an additional \$25.00 or the amount will be deducted from the following bonus check. If a second check is returned for insufficient funds, the SA/RA/RMA will forfeit certain rights and privileges including eligibility for commissions until such time as matter has been cleared.

INSURANCE – COMPANY

TechDirect maintains sufficient insurance to protect the Company and its SA/RA/RMA against product claims as long as SA/RA/RMA is marketing the products under proper guidelines (these Policies & Procedures).

INSURANCE - PERSONAL

A homeowner's policy, or your automobile insurance policy, do not cover anything to do with your business as to theft or damage to products or equipment either in your home office or when attending to business outside the home. The same holds true concerning business related injuries. Check with your insurance company(s) ASAP as to your position. Usually a "rider" can be placed on the policy to protect you in business related actions.

INTERNATIONAL

Selling of product and Recruiting is permitted only in the United States and those countries where TechDirect is authorized to conduct business, according to official company literature.

INVENTORY

TechDirect has no specific inventory requirements for its SA/RA/RMA.

INTERNET

- An SA/RA without a Toolkit must use the Company web site and enter his order and ID number.
- An RMA has a replicated web site, both front and back end, the same as the Company's
- The Company must approve any site using the Company name or the TechDirect logo.
- Absolutely no Spam

LAWS

The Company, recognizing that some laws and/or rules may change from time to time and/or differ from state to state, honors the prevailing law or rule in any state. The changing of a policy and/or procedure does not automatically alter any other policy or procedure, which remains in force. The Company does not discriminate in its acceptance of SA/RA/RMA because of race, creed, sex, color or national origin. Federal and state regulatory agencies do not approve or endorse direct selling/network marketing companies. Therefore, SA/RA/RMA may not represent or imply, directly or indirectly, that TechDirect has been approved or endorsed by any governmental agency,

MEDIA

To maintain accuracy and the correct Company image, all requests for interviews intended for the media in any form and in any way concerning the Company and/or its officers, shall be forwarded to the Company for determination as to whether or not such interview should be granted. Only an officer of the Company may speak on behalf of the Company. Any such determination by the Company shall be final and any action by SA/RA/RMA contrary to such decision shall result in the termination of this agreement. TechDirect SA/RA/RMA are prohibited from employing paid/unpaid media forms (including, but not limited to, Internet, news releases, articles and talk show appearances) to publicize TechDirect or its products without the written approval of TechDirect.

METHOD OF PAYMENT

Visa, Master Card, Discover, American Express or Debit Card can pay for SA/RA/RMA orders. All funds should be in United States Funds (US Funds). The Company does not ship COD. SA/RA/RMA is aware of the quality of products offered by the Company and the other costs and contractual obligations that occur when she/he purchases products from the Company. SA/RA/RMA understands that she/he maintains a greater responsibility when ordering on a credit card account as an informed SA/RA/RMA than when ordering as an average customer. SA/RA/RMA waives the right of cancellation or refund on any order placed on a Visa/Master Card/American Express account(s) except through TechDirect. Any order returns, refunds or exchanges shall be done through TechDirect and not through Visa or Master Card or American Express.

NAMES / PRINT OUTS

The identities of TechDirect SA/RA/RMA are considered trade secrets and therefore considered proprietary information and shall not be sold, released or otherwise disclosed to anyone at any time for any reason.

NETWORKING

Cooperation between SA/RA/RMA within the same downline (networking) leads to the total success of all concerned. This also holds true for SA/RA/RMA in different lines of sponsorship. Networking with other SA/RA/RMA can result in many benefits such as: Larger and more productive meetings can be arranged, resulting in additional enthusiasm, excitement and success. The creation of reciprocity among SA/RA/RMA. An increase in number of personal contacts that could be helpful in social and/or business situations.

NSF CHARGES AND RETURNED CHECKS

A fee of \$25.00 will be charged for any returned checks.

NON-WAIVER

TechDirect reserves the right to waive any provision of these Policies & Procedures. However, failure of Company to exercise any rights in any area of this Agreement shall not constitute a waiver of the Company's right to demand compliance therewith. Waiver of any requirement may only occur by express written waiver executed by an executive officer of TechDirect. Any waiver shall not constitute or operate as a waiver of any prior or subsequent breach of said area or any other area, term or condition.

NOTICES

Written notices between the Company and its SA/RA/RMA are effective as follows:

All notices to the Company are effective when received by the Company at TechDirect International (TechDirect) at its principal office, 7720 Lorraine Ave Suite 114 Stockton, Ca. 95210. Phone: 626-784-0455 Fax: 909-829-3127

All notices from the Company are considered effective when deposited in the US Mail or via Email to the SA/RA/RMA last known address. Notices to SA/RA/RMA as a group may also be contained in other Company communications, such as newsletters, on the Internet or by Company voice/fax.

NOTIFICATION OF CHANGES

SA/RA/RMA shall have the responsibility to promptly inform the Company in the event of a change in their name or address. Such notifications shall be in writing addressed to the Company clearly showing their previous and current details.

OFFICE HOURS

The Company office is open between 10:00 AM and 5:00 PM Pacific Standard Time, Monday through Friday and during scheduled meetings. The office is closed Saturdays' & Sunday's and for all United States legal holidays. During other hours, it can always be reached via its Email address at support@techdirect.ws.

ONLINE ORDERING

The Company requires that when possible, all Applications, order forms and other forms are to be submitted online. In certain countries, where Internet access is not readily available, the Company will allow the SA/RA/RMA to mail or fax all paper work directly to the Company and mail the originals within five (5) business days.

ORDERS

All orders must be paid as stated in METHOD OF PAYMENT POLICY. All forms of payment are to be made payable to TechDirect in United States Funds (USF). Personal checks must clear the home office bank before any shipment is made. Any missing information can result in your order not being processed and returned to you. All SA/RA/RMA applications and customer orders must be sent to the Company within 72 hours from the time they are received by the SA/RA/RMA.

QUALIFICATION FOR COMMISSIONS

You must maintain a SpeechPhone Mandi Unlimited thru techDirect.ws at all times.

- When you sale and maintain (1) Mandi Unlimited customer and sponsor, maintain and manage (1) RMA in to the business you are now qualified for all commissions to the 4th level of your 3x10 Matrix.
- When you sale and maintain (2) Mandi Unlimited customers and sponsor, maintain and manage (2) RMA in to the business you are now qualified for all commissions to the 7th level of your 3x10 Matrix.
- When you sale and maintain (3) Mandi Unlimited customers and sponsor, maintain and manage (3) RMA in to the business you are now qualified for all commissions to the 10th level of your 3x10 Matrix.

To receive the commissions of fifty-(50) cents per sale for Mandi Unlimited and or management bonuses of any one in the qualified downline you must meet the qualifying requirements stated herein.

QUALIFICATION & DATES TO BE PAID COMMISSIONS

The Company will pay commission on Speechphone and other products only when and after there is a PAID FULL CALANDER MONTH of service on the next scheduled date for Speechphone products commission checks (see company for scheduled pay dates).

PURCHASING REQUIREMENT

No person is required to purchase TechDirect products, services or sales aids or to pay any charge or fee in order to become a SA. TechDirect will buy back any unused in and in original condition Starter Kits if the RMA+ leaves the business. This sum is not a service or franchise fee, but rather is strictly to offset actual costs incurred by TechDirect for business materials that are helpful to a SA/RA/RMA commissions or bonus is paid on the Starter Kit. RMA should make clear in each business presentation that absolutely no inventory purchase is required to market Company products. The one and only objective of the Company

Compensation Program is to promote the use of Company products/services to satisfied customers. The sale of wholesale products is not the goal-but rather usage of products by the consumer. This program is about acquiring customers for TechDirect.

RATES

SA/RA/RMA shall quote only such prices and terms for the Service as Company shall, from time to time, designate in writing or post on Company's official website at www.techdirect.ws or such other website as Company may communicate to SA/RA/RMA from time to time. SA/RA/RMA agrees that it is SA/RA/RMA responsibility to stay informed of the Company's then current rates and to inform current or potential customers that rates are subject to change and that current rates are posted on Company's website. SA/RA/RMA shall have no right, power or authority to represent that the Service may be obtained on terms and conditions different than those stated in Company's Rate Schedule and Service Form (as defined in Section 2.3) or grant any discount or make any adjustment to any rate for the Service. Speech Phone's current Rate Schedule is published on or www.speechphone.net.

RMA

Who is in good standing in the program can sponsor someone wanting to become a SA/RA/RMA is not required to sponsor anyone to participate as a SA/RA/RMA in the Company program. Commissions or Bonus earned are not based on sponsoring or recruiting but are only paid on sale of product. Determines her/his own methods of promoting sales, providing they are in compliance with these Policies & Procedures. Determines own hours of operation, supplies and pays for items needed to operate her/his own business.

In the event that more than one-person sponsors a prospective SA/RA/RMA an evaluation will be necessary to determine who has the sponsoring right. The date on the application form will be the first criteria for evaluation. The Company's corporate office will use its best judgment to determine who the sponsor will be. Organization may be transferred by sale or bequest, provided that new entity is able to fully function in a manner that enables them to conduct TechDirect business in accordance with the Application form, Terms & Conditions and Policies and Procedures. TechDirect reserves the right to approve or disapprove the proposed new owner as an acceptable SA/RA/RMA Prior to approval; TechDirect must receive a new SA/RA/RMA Application & Agreement Form (or a SA/RA/RMA Business Transfer Form). Forms must be completed in full and signed by the appropriate individual(s) and returned to the company within (7) seven business days with all transfer fees.

REFUNDS/INVENTORY RETURNS

Prior to returning any Company sales aids/literature, SA/RA/RMA must obtain a Return Authorization from Company. To acquire this authorization you must submit written documentation and call Company SA/RA/RMA Services Department. A Return Authorization number will be assigned to the SA/RA/RMA and products or acceptable sales aids/literature items must be shipped to Company Corporate Office, freight prepaid, by the SA/RA/RMA with the Authorization Number affixed to the outside of the package. All returns must be in their original, resalable condition. Refundable items do not include audiotapes, videotapes, CD's or software and should not be returned.

RENEWAL

Your SA/RA/RMA Agreement expires annually on the last day of the month in which you became a SA/RA/RMA Notification of the renewal date will be sent at least ninety-(90) days prior to the expiration date. To offset costs incurred on behalf of SA/RA/RMA the Annual Renewal Fee in the amount of \$39.00 (twenty nine dollars) for SA/RA/RMA without Internet options

\$39.00 (twenty nine dollars) Plus \$199 (One hundred ninety nine) for RMA+ with full Internet

Should be sent to the Company or unless notified otherwise, as a convenience, TechDirect will automatically deduct the amount due from current SA/RA/RMA bonus check or charge their on file credit card.

Failure to renew annually results in the loss of all SA/RA/RMA rights, removal from the marketing structure, forfeiture of future bonuses, and loss of sales organization. SA/RA/RMA who terminate based on non-renewal may reapply within sixty- (60) days, but must begin at the entry level without their previous sales organization.

In the event a SA/RA/RMA has been inactive for six consecutive months, TechDirect has the right to terminate the SA/RA/RMA.

REPACKAGING OF PRODUCTS

TechDirect products cannot be repackaged, relabeled or tampered with in any way.

RESHIPMENTS

If after three (3) attempts at delivery your parcel is returned to the Home Office, you will be responsible for reshipping charges.

RETAIL ESTABLISHMENTS

SA/RA/RMA may not sell or display products or literature in any retail outlet without written Company approval. This does not prohibit any other type of retail owner from being a SA/RA/RMA and is meant to protect the SA/RA/RMA and the Customer.

SA/RA/RMA can promote products at fairs and trade shows with the condition that the products are not shown or displayed with any other products that are sold via Direct Sales, Network Marketing or Multi-Level Marketing.

RETAIL PRICE/RETAIL SALES

The Company publishes a suggested retail price (SRP) for each of its products. SA/RA/RMA are not required to sell TechDirect products at SRP when they purchase from the Company to resell to a customer. They may set their own pricing.

The Company Retail Order Forms are required for all sales to consumers. These sales carry the Company Retail Sales Warranty and Consumer Protection Statements required by law. It is recommended that you keep a copy of all sales receipts for a three-year period. Company may request retail receipts from the SA/RA/RMA.

RETURN OF PRODUCT- TERMINATED CONSULTANT

All current sales aids and Starter Kits in resalable condition purchased within three months prior to termination may be returned (shipping prepaid by SA/RA/RMA) to Company. Company will repurchase such products at 90% of original price. ...

To return product, Associate must call company and get an Authorized Return Number that must be clearly marked on outside of returned merchandise.

SALES & USE TAXES

Many States, county and local governments, based on suggested retail prices, levy Sales & Use Taxes. All products and sales aids are subject to a sales tax payable at time of purchase. These taxes are collected on the retail price by the Company and paid to the appropriate agencies unless the Associate submits a Sales Tax ID number to the Company. In some States, certain products may be exempt from taxes. The Company's tax policy addresses the complexity in dealing with the thousands of local and State taxing agencies. Overpayments by Associates will be corrected by crediting their account, underpayment will be charged accordingly. All taxes are paid to the appropriate authorities.

SALES AIDS, STARTER KITS AND LITERATURE AS INVENTORY

Although not mandatory, a SA/RA/RMA should carry a sufficient inventory of supplies, such as brochures, order forms, sales aids and Starter Kits to meet the needs of their organization. These items are noncommissioned and do not carry a discount. Items may be ordered by using the official Company Sales Aid Order Form.

SEVENTY (70%) PERCENT RULE.

The Company program is built upon retail sales of products/services to the consumer. It is Company policy to strictly prohibit the purchase of products/services solely for the purpose of qualifying for commissions or bonuses. SA/RA/RMA must not purchase any excessive inventory nor encourage others to do so. To this end, when purchasing products from Company, SA/RA/RMA is required to certify that at least 70% of all previous orders have been sold at retail. Violation of the 70% rule will cause forfeiture of any commission or bonuses for those otherwise qualified or in such cases, suspension or termination.

SHIPPING

All Starter Kits and Toolkits must be sent to a street address. P O Box numbers, general delivery or COD orders will not be accepted. EXCEPTION: A few rural areas receive only PO Box and General Delivery and this must be indicated. United States Priority Service is the usual form of shipment. The ordering SA/RA/RMA absorbs all shipping costs. TechDirect makes all shipments to customers and SA/RA/RMA the best, least expensive way.

SPONSORING

Any RMA, who sponsors another SA/RA/RMA, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. SA/RA/RMA must have ongoing contact, communication and management of such supervision with his or her sales organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing genealogy information with those sponsored. SA/RA/RMA should be able to provide evidence to the Company quarterly of ongoing fulfillment of sponsor responsibilities. Sponsoring forms an enforceable business relationship between two SA/RA/RMA the Company has the responsibility to help protect these relationships and cross sponsoring in any form constitutes grounds for termination and possible litigation.

RMA STARTER KIT

Any and all purchases are made at the sole discretion of the SA/RA/RMA with the exception of a \$399.99 Starter up fee with the Company. TechDirect will buy back any unused Starter Kits if the RMA leaves the business. This sum is not a service or franchise fee, but rather is strictly to offset actual costs incurred by TechDirect for business materials that are helpful to a SA/RA/RMA.

SUBMISSION OF SERVICE FORMS

SA/RA/RMA shall use only those forms prescribed by TechDirect LLC in taking applications for enrollment and or sales in the Service or Products (the "Service Forms") and shall comply with all procedures established by TechDirect from time to time in written directives concerning with the use and delivery to Company of the Service Forms.

TAXES

SA/RA/RMA agrees to accept sole responsibility for all self-employment, Social Security, federal and state income taxes and any other taxes on income earned as a TechDirect Associate. The Company will file Form #1099 or equivalent on each SA/RA/RMA who has earned in excess of six hundred dollars (\$600.00) at the close of the calendar year for the amount of commissions and bonuses earned under this agreement. SA/RA/RMA agrees that the Company will not be liable whatsoever for city, county, state, and federal taxes or other fees pertaining to efforts and earnings of the SA/RA/RMA.

TELEPHONE

SA/RA/RMA may not answer their phone in any manner that would indicate to callers a reason to believe that they have reached the Corporate Offices of TechDirect. In their initial greeting a SA/RA/RMA may not use the name TechDirect.

TELEPHONE DIRECTORY

The approved telephone listing for all telephone publications is:

TechDirect LLC

"Independent Contractor"

Name, Address, Phone number

TERMINATED SA/RA/RMA

See Return Product

See Violations of Agreement

See Confidential Information

TERMINATION OF COMMISSIONS

Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated under (See Violations of Agreement/Confidential Information) above or SA/RA/RMA cancels the Agreement pursuant to above, then SA/RA/RMA shall no longer be entitled to any Commission relating to the Services used following the Termination Date. If Techdirect LLC cancels the Agreement pursuant to any of the reason in this contract, SA/RA/RMA shall continue to receive Commissions on those subscribers enrolled by SA/RA/RMA as of the Termination Date; provided, however, that TechDirect may, in its sole and absolute discretion, purchase from SA/RA/RMA any continuing right that SA/RA/RMA may have to Commissions following the Termination Date for a purchase price of 3 times the average monthly commission paid to SA/RA/RMA during the three calendar months preceding the Termination Date. Following such purchase, SA/RA/RMA shall no longer be entitled to any compensation arising from or in any way relating to the Services. Such election is at the sole discretion of the Company. SA/RA/RMA shall be notified in writing in the event the Company makes such election.

TERRITORIES/FRANCHISES

SA/RA/RMA shall not represent that any exclusive territories or franchises are available under the Company marketing program or that SA/RA/RMA has the authority to grant exclusive rights for the Company products to anyone. There are no exclusive territories unless TechDirect gives exclusive right in writing only.

TESTIMONIAL RELEASE

In consideration of its possible use of your appearance, statements and/or materials supplied by you in written, spoken or visual form, TechDirect will have the right: To edit, broadcast and/or to print said material and the right to license others to use these rights. To use your name, likeness, voice, biographical information and the material supplied by you for proposed advertising, publicity and sales promotion. TechDirect's use of your appearance, statements and or material as described above will not violate the rights of any person or organization and will not incur any liability for payment to any person or organization. Said statements will be honest and truthful.

TRAINING

A RMA who recruits other SA/RA/RMA as part of their sales organization is required to ensure that the new SA/RA/RMA is properly trained.

TRANSFERRING OR SELLING YOUR TECHDIRECT BUSINESS

SA/RA/RMA may assign or transfer their business by bequest to a member of their immediate family (parent, husband/wife, children, brother, sister) and no other, upon written consent of the Company. The person to whom the business is being assigned or transferred must accept legal responsibility for all terms and conditions of the SA/RA/RMA Application and all attachments, in writing. If SA/RA/RMA chooses to sell his business, the SA/RA/RMA position must be offered in writing, first to the seller's sponsor, then to the sponsor's sponsor, up to a maximum of two (2) levels. If the upline sponsors decline the offer, the SA/RA/RMA may offer the position for sale to anyone who does not already participate in a SA/RA/RMA position. In other words, if the upline sponsors decline the offer, then the position may be sold to someone outside Company or to the Company it's self. The offer must be on the same terms and conditions as to the upline sponsors. There will be a transferring fee of **\$399.00** to transfer any SA/RA/RMA business to any new owner, and

must be paid in full before the transfer will come into effect the Company reserves the right to approve the transaction. SA/RA/RMA who sells his/her position shall not be eligible to re-qualify as SA/RA/RMA for a period of at least six (6) months after the Company has approved the sale in writing and must start as a new SA/RA/RMA s/he may not repurchase the position that he sold previously.

UNETHICAL ACTIVITY

TechDirect will not permit activity that it considers unethical or unprofessional and will intercede when it deems such behavior is evident.

TechDirect reserves the right to use its sole judgment in deciding whether certain SA/RA/RMA activities are inappropriate and if determined to be so will act accordingly. Examples of such activity include, but are not limited to:

- Promoting or selling other companies products at any TechDirect functions or use the Company forms or printed materials or its name, prestige, or drawing power in conjunction with or in support of any other activities. Such action is cause for termination.
- Using the TechDirect genealogy reports for other than intended purposes.
- Sponsoring or attempting to sponsor or approaching another TechDirect SA/RA/RMA into another Direct Sales, Multi-Level Marketing and/or Network Marketing Company except for her/his personally sponsored SA/RA/RMA
- Participating in any action that causes another SA/RA/RMA to be sponsored/recruited through someone else into another Company
- Making false claims
- Making false income projections
- Writing bad checks to Company or other SA/RA/RMA or anyone.
- Any conduct that discredits TechDirect, its SA/RA/RMA or violates the law
- Spam
- Inappropriate use of the Internet
- Violation of any of these Policies & Procedures guidelines

USE OF COMPANY NAME, LOGO

The SA/RA/RMA may use the Company name or logo in directory listings and on business cards or letterhead, provided there also appear thereon the words "Independent Associate." No other use of the Company name or logo is permitted without prior written consent of the Company. The Company's name may not be used with the name of ANY OTHER COMPANY, other than SpeechPhone in any advertisement, business card, letterhead, etc.

VESTED

See Qualification For Commission

VIOLATIONS OF AGREEMENT

SA/RA/RMA understands that any violation of these Policies & Procedures jeopardizes the integrity and standing of all SA/RA/RMA. Violations or infractions of any part of the Agreement, Terms & Conditions, Policies and Procedures or Compensation Plan should be reported immediately to the Company indicating all the pertinent facts (date, time, place, names of all persons involved, etc.). After receiving a signed complaint, the Company will assign a person or

persons to investigate the matter and take appropriate action, including termination of the SA/RA/RMA, if necessary. The Company will not permit activity that is unethical. Even though the line between aggressive marketing efforts and unethical behavior can be vague, the Company will intercede when unethical behavior is evident and reserves the right in its sole discretion to determine whether an unethical practice has been committed and the appropriate action to be taken. The Company will not employ sanctions lightly, nor will the Company be arbitrary or unfair in their use.

When the Company does decide to terminate SA/RA/RMA, a NOTICE OF INTENT TO TERMINATE will be sent to the offending SA/RA/RMA by certified US Mail, indicating the reasons for termination, and giving him or her 10 working days from the date of receipt to respond in writing.

If a SA/RA/RMA responds, the Company will consider any new information submitted and render a final decision in writing to SA/RA/RMA within thirty days of receipt. Failure of the SA/RA/RMA to respond to any charge will be considered acceptance of the termination. Once a SA/RA/RMA is terminated, her/his downline will be distributed according to this Agreement.

All disputes and claims relating to TechDirect, the Agreement, and Compensation Plan, products, the rights and obligations of an Independent Associate or any other claims or causes of action relating to the performance of either an Independent SA/RA/RMA or TechDirect shall be settled totally and finally by arbitration.

Such action shall take place in San Joaquin County (Stockton), CA or in such location as TechDirect prescribes, in accordance with the Federal Arbitration Act and the rules of the American Arbitration Association. Should the laws of the state in which a SA/RA/RMA resides expressly require the application of its laws, that state's law shall govern all issues related to jurisdiction and venue.

There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with preference being an attorney knowledgeable in the direct selling/network marketing industry, selected from the panel the Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

If a SA/RA/RMA files a claim or counterclaim against TechDirect, a SA/RA/RMA shall do so on an individual basis and not with any other SA/RA/RMA 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. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark or other intellectual property or proprietary confidential information of TechDirect without the Company's prior written consents.

TechDirect may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to TechDirect. In addition to monetary damages, TechDirect LLC may obtain injunctive relief against a SA/RA/RMA for any violation of the Agreement and for any violation or misuse of TechDirect's trademark, copyright or confidential information policies.

This statement of the Policies & Procedures is incorporated into the SA/RA/RMA Application and Agreement, the Terms & Conditions and together with the Compensation Plan constitutes the entire Agreement of TechDirect and the SA/RA/RMA whose name appears on the Application Agreement regarding their business relationship.

TechDirect trusts that with these guidelines, the SA/RA/RMA and the Company will act in the best interest of all. That both will conduct their businesses in a manner that reflects the highest standards of honesty, integrity and responsibility toward customers, other SA/RA/RMA, the Network Marketing industry and the public, observing the spirit as well as the letter of the law and this agreement.

5-1 -2006 WZ © TD, LLC

techDirect.ws business card order form



techDirect.ws
Technology for a better life

Your Name
Independent Retail Marketing Associate

Your Phone Number
Your Fax Number
Your Email Address
Your Address
Your City, State, Zip

Ask me about
SpeechPhone™

YourWebsitePrefix.techdirect.ws

Complete the form below exactly as you wish them to appear on your business cards. Please print in dark ink as clearly as possible. Fax this completed form to (909) 829-3127.

Full Name:

SpeechPhone Number:

Fax Number:

(if applicable)

Address:

Ship my cards to the
following address
(NO P.O. Boxes)

techDirect Email Address:

@techdirect.ws

Please forward my
techDirect Email to:

WebSite Prefix:

.techdirect.ws

Please choose your level:

☐

RMA

☐

RMA+

☐

RMAG

fax form to 909-829-3127