



BIZ GLOBAL MEDIA INC. U.S. AGENCY OWNER APPLICATION

BIZ NEW ENROLLMENT DEPARTMENT

FAX YOUR INFORMATION TO: (949) 743-2792
Please allow 24 hours for your faxed enrollment to be processed.

Applicant Information

First Name	Last Name	Social Security No. (Mandatory)
Company Name		
Mailing Address		
City	State	Zip Code
Cell Phone	Phone 2	
Email Address	Desired Website URL: sample: www.bizgm.biz/YOUR AGENCY NAME	
Please enter the name of the person who referred you to BIZ		Referral Agency ID #

Product Purchase

I Would Like to Purchase the BIZ Agency Package Below:

Agency Owner Package: **\$295 setup/\$99 mo**

Receive your own BIZ Mobile Marketing Ad Agency that includes:

- You receive 6 keyword shortcode on the 82222 network.
- You receive unlimited Sub-keywords for all your clients and customers.
- You receive access to your own back office SMS admin center to customize, schedule and send SMS text messages.
- Receive unlimited auto responder text messaging to your customers and 1800 SMS text messages per month.
- Receive 2000 BIZ customized business calling cards loaded with special offer gifts
- Receive your own online bizgm.com / bizgm.biz web sites for retail selling and referring other Agency Owners.
- Receive an Independent Agency position in the lucrative BIZ Agency Income Plan.

Total Submitted: \$

Payment Account Information

Bank Automatic Deduction and Payments Option

I authorize BIZ or its authorized financial institution to withdraw the monthly payment from this account for the entire term of this agreement.

Bank Name _____

Routing Number _____

(The number located on the bottom LEFT of your check)

Account Number _____

(The number located on the bottom RIGHT of your check)

Check Number _____

Account Holder Signature _____

Credit Cards Payments Option

Visa MC

I authorize BIZ or its authorized financial institution to withdraw the monthly payment from this credit card account for the entire term of this agreement.

Name on Card _____

Account Number _____

Expiration Date _____

Card Security Identification Number _____

(Three or four digit number on back of card)

Account Holder Signature _____

Acknowledgment

I understand there is no financial requirement to become a BIZ GM Inc., (BIZ) Agency Owner. Once my application is accepted, I understand I may access an Agency kit online that contains sales and demonstration materials and that I will be entitled to all services BIZ provides to its distributors. Any product purchase in connection with becoming an Agency Owner is optional.

IMPORTANT NOTICE: Agency Owners are prohibited from listing, marketing, advertising, promoting, discussing, or selling any BIZ service or the business in any manner that is not defined in all BIZ training and support materials. Please refer to the BIZ Distributor Policies and Procedures for complete details. By signing below, you acknowledge receipt of this formal warning. Those found to be in violation of this policy are subject to penalties without further notice, up to and including termination of their BIZ Agency Distributor account.

By checking this box, I agree that I have read BIZ's online sales policy as described, and will comply with the same. I understand that failure to abide by this policy may result in penalties without further notice, up to and including termination of my BIZ Ad Agency distributorship account.

Signature

Applicant warrants that all information is true and correct. The undersigned has read and accepted the Agency Owner Policies and Terms listed on www.bizgm.biz web site.

Agency Owner Signature

Date

Office use only

Entered by: _____

Assigned ID#: _____ Date: _____

BIZ AGENCY OWNER AGREEMENT

I hereby submit my Application to become an independent distributor Agency Owner of BIZ GM Inc., (BIZ). My application and this Agreement become effective on the date accepted by BIZ corporate offices. BIZ may accept or refuse my Application at its own discretion. I certify that I am of legal age to enter into a contract in the state where I reside.

1. Parties. I understand that I am contracting with BIZ GM Inc., ("BIZ") for the promotion of certain sales as described below.
2. Agreement. Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in the Policies and Procedures. The term "Agreement" shall mean the Distributor Application, the Compensation Plan, and the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between me and the Company. I hereby agree to be bound by the Agreement.
3. Compliance with Laws. I agree to comply with all applicable laws relevant to conduct of my activities as an independent Distributor under this Agreement. In particular (but without limitation), I must not make any actual or potentially misleading or deceptive claims in relation to commissions and other rewards that might be derived from conducting activities as an independent distributor of the Company, or in relation to BIZ products.
4. Distributor Rights. I understand that as an independent Distributor of BIZ, I have the right (but not the obligation) to:
 - a. buy from BIZ and offer for re-sale BIZ products in accordance with the Agreement in such manner as the Company may from time to time allow in relation to its independent Distributors generally and only on a direct selling basis and not through retail outlets except to the extent from time to time permitted by BIZ;
 - b. recommend persons for acceptance as BIZ independent Distributors (subject to acceptance by the Company);
 - c. If qualified, earn bonuses and other rewards pursuant to the Compensation Plan that will be awarded on the same basis as it allows to its distributors generally in respect of legitimate sales of BIZ products, and not in respect of the mere introduction of new distributors to the Company.
5. Independent Contractor. BIZ will not treat me as an employee for federal or state tax purposes.
6. Refunds and Product Returns. I agree that if I resell Product directly to a customer, I will adhere to BIZ's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to me within three (3) days of the sales transaction. Cancellation must be submitted in writing and faxed to the corporate office.
7. Bonus Payments. I understand that I must not be in breach of the Agreement to be eligible to receive Bonuses pursuant to the Compensation Plan.
 - a. BIZ has the responsibility to promote the sale of Products within the United States. To the extent that commissionable sales occur where Products are delivered for distribution inside the United States, Bonuses on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, BIZ.
 - b. BIZ International, a BIZ affiliated entity, has the responsibility to promote the sale of Products internationally. To the extent that commissionable sales occur where Products are delivered for distribution outside of the United States, commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, BIZ International or its assigns. Nevertheless, for administrative convenience, Bonuses paid under the Compensation Plan generally should be issued on a single check or similar instrument or transaction, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
8. Amendments. The Company may be required to amend the Agreement from time to time. The Company agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that the Company may choose not to renew the Agreement when its term expires.
9. If I elect ACH for my product order, the Company is hereby authorized and may debit my account for orders shipped on or after the date of payment, and I agree to maintain sufficient funds in my account to cover the automatic payments. In the event sufficient funds are not in my account to cover the automatic payment, BIZ may stop my account and access to the SMS center and Virtual Office system and may refuse to accept further orders with this payment method. Attempts may be made by BIZ to reprocess the order; however, BIZ makes no assurances that these attempts will be made. I shall indemnify and hold the Company harmless from any and all liability which may arise out of the Company's initiating an authorized debit to my account, except the liability to ship the product as ordered.
10. Term and Termination. The term of this Agreement is one year, subject to earlier termination in accordance with this Agreement or in accordance with law. I may renew this agreement by continuing to order products or by accepting commission payments. The Company may refuse to renew this agreement for any reason. If this agreement is not renewed, or if it is terminated for any reason, I understand that my right to sell BIZ products and receive bonuses in respect of my activities as an independent Distributor will cease. The Company reserves the right to terminate this Agreement at any time upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via direct selling channels, or at any time upon not less than 7 days notice and without further notice if the independent Distributor breaches this Agreement and fails to remedy the breach before the end of the notice period. I may cancel this Agreement at any time, and for any reason, upon written notice to BIZ at cancel@BIZGM.com
11. Change ACH. To change any detail pertaining to my ACH order, my phoned request or my written request (from my email account of record or via regular mail and signed by me) must be received by BIZ - 72 hours in advance of the next billing. All orders are subject to the sales tax of my region, which will be added to the order total if applicable. The credit card or bank draft listed on the Distributorship will automatically be charged for this order. Orders with declined bank drafts, or orders with declined or expired credit cards may not be processed. Attempts may be made by BIZ to reprocess the order should a credit card decline; however, BIZ makes no assurances that these attempts will be made. If a credit card is due to expire, a notice may be printed on the Automatic ACH invoice prior to expiration; however, I agree to be responsible for providing current payment. If an order cannot be processed due to payment difficulties, BIZ will not be held responsible for personal volume shortfalls.
12. No Assignment. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of BIZ. Any attempt to transfer or assign the Agreement without the express written consent of BIZ renders the Agreement voidable at the option of BIZ and may result in termination of my business.
13. Release and Indemnification. To the maximum extent permitted by law, BIZ, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release BIZ and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release BIZ and its affiliates from all liability arising from or relating to: (a) my, or any other Distributor's, breach of the Agreement; (b) the promotion or operation of a BIZ business by me or any other Distributor and any activities related to it, including, but not limited to, the presentation of Products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify BIZ and its affiliates for any liability, damages, fines, penalties, or other;
 - (c) any incorrect data or information provided by me or any other Distributor to BIZ;
 - (d) my, or any other Distributor's, failure to provide any information or data necessary for BIZ to operate its business; or
 - (e) awards arising from any unauthorized conduct that I undertake in operating my business. I further agree to indemnify BIZ for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my BIZ business.
14. License to Use Certain Intellectual Property. The Company grants to me a non-exclusive, royalty free, revocable license to use the intellectual property in BIZ's name, trade marks (whether registered or unregistered), and other intellectual property rights in any materials or documents pertaining to the subject matter of this Agreement for the purpose of promoting the products and sourcing potential customers. I agree that the Company may impose restrictions on my use of BIZ's name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation and image of BIZ, provided that such restrictions are applied to all distributors generally. I also agree to not apply singly or in association with any other party for registration of any intellectual property owned by BIZ capable of registration but not registered and to give all reasonable assistance, at BIZ's reasonable cost, to assist BIZ to register any such intellectual property.
15. Entire Agreement. The Agreement, in its current form and as amended by the Company, does "NOT" constitute the entire contract between the Company and myself. The full Agreement is available online at (<http://bizgm.biz/policies.cfm>). Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
16. Waiver. Any variation or waiver by BIZ of any breach of the Agreement must be in writing and signed by an authorized officer of BIZ. Waiver by BIZ of any breach of the agreement by me shall not operate or be construed as a waiver of any subsequent breach.
17. Severability. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
18. Delays. BIZ is not responsible for delays in the performance of its obligations under this Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
20. Dispute Resolution. All disputes and claims relating to the Company, the Agreement, or any other claims or causes of action relating to the performance of me or another Distributor shall be settled totally and finally by arbitration as set forth in the Policies and Procedures. Nothing in the Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
21. Limitation of Action. If a Distributor wishes to bring an action against BIZ for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against BIZ for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
22. Montana Residents. A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her distributor kit for a full refund within such time period.
23. Dispute - In the event a dispute shall arise between BIZ and Independent Agents/Agency Owners as to their respective rights, duties and obligations under the Agreement, such dispute shall be submitted to arbitration under the rules of the American Arbitration Association. The arbitration shall be held at Santa Ana, California. The decision of the arbitrator shall be final and shall be entitled to enforcement in any court of competent jurisdiction.