

Fundraising and Affinity Program Agreement

Applicant Information (Please print or type.)

Organization Name	Federal I.D. Number
Representative of Organization	Telephone Number
Principal Mailing Address (No P.O. Boxes)	Suite Number
City	State
	Zip Code

Sponsor Information (Please print or type.) **Note: You must be at least an AR to sponsor a fundraiser.**

Escape Independent Representative	Escape Representative Number
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This Fundraising and Affinity Program Agreement is entered into this ____ day of _____, 200__ (the "effective date") between Escape International, INC, with its principal place of business at 30200 Telegraph Road, Suite 130, Bingham Farms, Michigan 48025 (hereinafter referred to as "Escape") and _____, (hereinafter referred to as "The Organization"). The parties hereby agree to the following:

Terms

- Escape reserves the right to terminate this agreement at any time if The Organization is providing its services in any way that is deemed harmful by Escape.
- Monthly customer acquisition bonuses and monthly residuals will continue to be paid to the Organization as long as it exists as a viable program as originally intended.
- If the Organization is dissolved, all APR bonuses and residuals will cease to be paid out to that Organization. No transferring of rights to an individual is allowed.
- Escape will consider requests to transfer the customer base from one Organization to another as long as it is determined to be a continuation or restructuring of the same core Organization.
- This Agreement is not binding until received and accepted by Escape at its corporate office in Bingham Farms, Michigan. Any change in this Agreement must be duly signed by both parties. All correspondence should be sent to Escape International, LLC, 30200 Telegraph Road, Suite 130, Bingham Farms, Michigan 48025.

Marketing Materials

- Any and all marketing materials signifying Escape, Talk America, Z-Tel, Packet 8 or FonCentral must be approved by Escape prior to use. Escape, Talk America, Z-Tel, Packet 8 and FonCentral logos and verbiage are available for use through Escape.

Good Faith, Liability, Jurisdiction

- Escape agrees to hold in strictest confidence and not to divulge to any third party the names or other information concerning the customers which The Organization provides.
- The Organization will act within good faith during term of this agreement and will abide by any state and local laws where they are doing business.
- Any subagents of The Organization, or employees on its behalf, are the liability of The Organization and any damages arising from their activities will be the responsibility of The Organization, both legally and financially.

Commission

- Escape agrees to pay The Organization a one-time bounty for each activated customer and a percentage of the accumulated monthly billing revenue of all activated customers.
ONE TIME BONUS:
Z-Tel & Talk America Bundled customers, Packet 8 Video Phone customers = \$7.20
Packet 8 VoIP & FonCentral customers = \$6.00
Z-Tel Basic Product customers = \$4.80
- **Plus any other products Escape is offering**
MONTHLY RESIDUAL PAYOUT:
Recurring Local Phone Usage, Recurring VoIP & Videophone Usage = 12% of 20% of spending
Recurring Cellular Usage = 12% of \$6.00 for 12 months
- Escape will pay commissions provided the amount owed is greater than \$15.00. Escape will deduct \$1.50 from each commission check issued to The Organization as a check processing and handling fee.
- Due to the various types of legal entities and the complexity of the tax codes, Escape recommends that The Organization consult with their tax advisor in regard to the specific tax status of this transaction. Non-profit corporations should review tax codes referring to unrelated business income (UBI).

I hereby apply to become a fundraiser and/or affinity program with Escape International, INC. I understand and agree that slamming (i) is the unauthorized conversion of phone service from a consumer's carrier to a new carrier; (ii) is illegal under federal and state law and may carry criminal penalties; (iii) violates Escape's policies and this Agreement; and (iv) will result in the termination of this Agreement and my right to commissions, and may result in other penalties including possible referral by Escape for criminal prosecution. I have read carefully and agree to be bound by all provisions of the terms and conditions which are printed in this Agreement.

X _____ Date

Organization Representative Signature