

# GADBA Marketing Partner Terms and Conditions

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1. **Contract and Authorization**-The Great American Discount Buyers Association Marketing Partner opportunity is available in the 50 United States. By executing this agreement, you are applying to become a GADBA Marketing Partner. You acknowledge that prior to signing you have received, read, and understood the Code of Conduct, Rules of Conduct, and compensation plan.
2. **Independent Contractor Status**-You understand and agree that this authorization to market GADBA products, benefits, and services does not make you an employee, agent, or legal representative of GADBA. Further, you understand and agree that it does not convey any ownership rights to you. You understand and agree that as such you will receive an IRS Form 1099 for all income received and it will be your individual responsibility to account for said income on your individual income tax return.
3. **Presenting GADBA**-You agree that when presenting the products, benefits, and services that you will present it in its entirety, without exaggerated claims, or unrealistic expectations. You agree to be honest and truthful in all business relations. You further agree that you will only use the advertising and marketing materials approved by GADBA.
4. **Non-Competition Agreement**-In accordance with the GADBA Rules of Conduct, you agree that during the period that you are marketing GADBA products, and for 6 months following your inactivity that you will not engage in the marketing of any competitive products, benefits, or services to any existing or prior members or vendors of GADBA. This agreement shall survive the termination of any agreement with GADBA.
5. **Non-Solicitation Agreement**-In accordance with the GADBA Rules of Conduct, you agree that during the period that you are marketing GADBA products, and for 2 years following any inactivity that you will not solicit, encourage, or otherwise persuade another Marketing Partner or GADBA affiliate for the purpose of competing with GADBA. This agreement shall survive the termination of any agreement with GADBA.
6. **Termination**-This agreement may be terminated by either party at any time with a 30 day written notice, or by breach of any of the provisions herein. Termination shall also result for non-payment of GADBA membership dues. Upon termination, all commissions and earnings will go to GADBA.
7. **Modifications**-As stated in the Rules of Conduct, the rules and terms may be modified from time to time as necessary for the ongoing operation of GADBA.
8. **Governing Law and Jurisdiction**-The construction, formation, enforceability, and interpretation of the Marketing Partner agreement with GADBA shall be governed by and interpreted in all respects under the laws of the State of Georgia without regard to conflicts of other states laws.
9. **Enforceability**-If for any reason a provision of this agreement is ruled to be unenforceable, that will not prohibit the enforcement of all other provisions of these terms and conditions.