

## DESTINY TELECOMM INTERNATIONAL INC. - TERMS AND CONDITIONS

I hereby apply to become an Independent Representative (hereinafter referred to as IR) of DESTINY TELECOMM International, Inc. (hereinafter referred to as DESTINY TELECOMM) and to participate in its marketing program.

AS AN INDEPENDENT REPRESENTATIVE, I UNDERSTAND AND AGREE THAT:

1. I am of legal age in the jurisdiction in which I enter this agreement.
2. I shall become an IR upon acceptance of this application by the company. I shall have the right to sell the products offered by DESTINY TELECOMM accordance with the marketing program and policies and procedures, which may be amended from time to time. Amendments are made by announcements in company publications.
3. DESTINY TELECOMM International, Inc. at its discretion, may amend the marketing plan, its policies and procedures, and terms of this IR agreement.
4. I have carefully reviewed DESTINY TELECOMM's marketing plan and policies and procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by DESTINY TELECOMM. I certify that I have received a copy of the marketing plan and policies and procedures from my sponsor, up-line coordinator or from DESTINY TELECOMM.
5. An IR shall be entitled to cancel participation in the marketing program at any time and for any reason upon written notice to the company. Upon notification or termination, the sponsoring IR or DESTINY TELECOMM will repurchase mandatory sales kit materials in accordance with its policies as set forth in the DESTINY TELECOMM marketing plan, and policies and procedures. The term of the company IR agreement is one year. It's must renew annually. Annual fee is \$10.00.
6. Upon acceptance of this application by DESTINY TELECOMM, I will be an independent contractor, responsible for my own business and not an employee of DESTINY TELECOMM. I will not be treated as an employee with regard to any state or federal laws covering employees, including but not limited to the Federal Insurance Contributions Act, Workmen's Compensation, Income Tax withholding at source, or any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
7. I will not use the DESTINY TELECOMM International, Inc. trade names and/or trademarks except in sales materials or in other advertising provided to me by DESTINY TELECOMM. Furthermore, only literature produced or otherwise authorized by DESTINY TELECOMM may be used. Any use of unauthorized literature is strictly prohibited and is grounds for termination.
8. Any IR who sponsors other IRs, must fulfill the obligation of performing a bona fide supervisory, distributing, and selling function in the sale or deliver of product to the ultimate consumer and in the training of those sponsored. IRs must maintain ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contacts, voice mail, electronic mail, training sessions, accompany individuals to company training and sharing genealogy information with those sponsored. IRs must provide evidence to DESTINY TELECOMM at its request of ongoing fulfillment of supervisory responsibilities.
9. The DESTINY TELECOMM program is built on retail sales to the ultimate consumer. DESTINY TELECOMM recognizes that IRs may also wish to purchase product for their own personal or family use. Under the DESTINY TELECOMM program. IR will not receive credit for sales quotas, bonuses, qualification, or advancement for his or her personal purchases, nor will he or she receive commissions on personal purchase of other products that may from time to time be offered by DESTINY TELECOMM.
10. IR acknowledges that he/she is a wholly independent marketing representative who establishes and services retail customers for DESTINY TELECOMM products as an independent contractor. The position of IR does not constitute either a sales of a franchise or of a distributorship. Absolutely no fees have been or will be required from the IR for the right to distribute DESTINY TELECOMM products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between any IR, Sponsor, and/or DESTINY TELECOMM. AS AN INDEPENDENT REPRESENTATIVE, the IR shall:
  - A. Abide by any federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt holding, selling, distributing, or advertising of company products.
  - B. At the IRs own expense, make execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of DESTINY TELECOMM products.
  - C. Be solely responsible for declaration and payment of all local, state and federal taxes as they accrue because of the IRs activities in connection with this agreement.
11. If IR has purchased DESTINY TELECOMM products and/or sales materials and is in default on payments, DESTINY TELECOMM shall be entitled to deduct amounts due from commissions due. In addition, default on payments due for elective purchases from DESTINY TELECOMM shall be grounds for termination of IR and/or such legal action as the company deems appropriate.
12. Prior written approval from DESTINY TELECOMM is required for the following:
  - A. To advertise DESTINY TELECOMM products;
  - B. To use or produce any literature other than DESTINY TELECOMM produced literature relating to the products, company, or marketing plan.
13. IR agrees to submit any complaint, grievance or claim against an IR or DESTINY TELECOMM to the Dispute Resolution Board for resolution and settlement in accordance with the policies and procedures prior to contacting any regulatory agencies or taking any legal action. IR agrees to allow the Dispute Resolution Board sixty days to handle the claim. IR agrees that a breach of this covenant on his/her part will make IR liable for damages and legal cost to DESTINY TELECOMM.
14. IR understands that and agrees that the binary marketing plan and any other plan used by DESTINY TELECOMM for marketing its products has specific reporting and time sensitive qualification requirements. It is the responsibility of IR to understand these and comply. Failure to do so may affect IRs commissions, and no exceptions can be made.
15. This agreement will be binding upon receipt at the company address, as set forth below and upon acceptance thereafter by DESTINY TELECOMM.
16. IR agrees that marketing plan, genealogy reports, IR list, and official literature are proprietary information and are considered trade secrets of DESTINY TELECOMM.
17. IR understands that although he/she may sponsor other IRs, the compensation plan does not allow IR to profit through the activity of sponsoring those IRs. Commissions are paid only from actual product sales made by IR or his/her sponsored IRs. No one has made any promise or guarantee that I will derive any specific income or profit as an IR. My success will depend on my own efforts. Commissions on all products listed in the Product Brochure shall be paid only to the qualified "selling" IR and to his/her "enrolling" sponsor.
18. IR acknowledges that he/she has read, understands, and agrees to the terms set forth in this agreement. This agreement is not in force until accepted by DESTINY TELECOMM.
19. This agreement shall be governed by the laws of the State of California and all claims, disputes, and other matters between the parties of this agreement shall be brought in Alameda County Superior Court, in Oakland, California, USA, or in the United States District Court for the Northern District of California, in Oakland, California.
20. his agreement constitutes the entire agreement between IR and DESTINY TELECOMM and no other additional promises of any kind shall be valid unless in writing by DESTINY TELECOMM.