



# Terms and Conditions

I hereby apply to become an Independent Debt Consultant (*hereinafter "IDC"*) of the UCAN2 Opportunity, Inc. (*hereinafter "Company"*) marketing program. As an IDC, I understand and agree that:

1. I am of legal age in the state in which I enter this agreement.
2. I shall become a Company IDC upon acceptance of this application by the Company. As an IDC, I shall have the right to sell the services and products, hereinafter referred to as products, offered by the Company in accordance with the Company's marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to IDCs, the Company, at its discretion, may amend the marketing plan, statement of policy, etc.
4. I have carefully reviewed the Company's marketing plan, rules & regulations, and policies & procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by the Company.
5. The term of the Company IDC agreement is one year. Company IDCs who wish to continue their IDC business must renew their IDC agreement annually on their anniversary date by paying \$95.
6. An IDC shall be entitled to cancel participation in the marketing program at any time and for any reason upon notice to the Company. Upon notification of cancellation or termination, the sponsoring IDC or the Company will repurchase inventory and mandatory sales kit materials in accordance with its policies as stated in the Company's marketing program and statement of policy.
7. Upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self employment, state and federal income taxes as required by law.
8. I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company or in other advertising without prior written approval by the Company.
9. Any IDC who sponsors other IDCs 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. IDC must have 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 contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing genealogy information with those sponsored. IDCs should be able to provide evidence to the Company semiannually of ongoing fulfillment of sponsor responsibilities.
10. The company's program is built upon retail sales to the ultimate consumer. The company also recognizes that IDCs may wish to purchase product in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants as well as sales to IDCs for personal or family use that are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. IDCs may not inventory load nor encourage others in the program to load up on inventory. IDCs must fulfill published personal and downline retail sales requirements, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.
11. I acknowledge that an IDC is a wholly independent marketing representative who establishes and services retail customers for Company products as an independent contractor. The position of IDC does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the IDC for the right to distribute the Company's 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 IDC, sponsor and/or the Company.  
  
As an independent contractor, the IDC shall:
  - a. Abide by any and all 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 IDCs 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 Company products.
  - c. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the IDCs activities in connection with this agreement.
12. No purchase or investment is necessary to become a Company IDC other than the purchase of an IDC Business Kit, which is sold "at Company cost." (*Purchase is optional in North Dakota.*)
13. Prior written approval from the Company is required for the following:
  - a. To advertise Company products;
  - b. For there to be more than one IDC in an immediate family, household or business;
  - c. Issuance of a position in a Company or corporate name.
14. The Company may immediately terminate an IDC who discredits the Company's name, violates any requirement contained in this Agreement, Company Policy and Procedures, or training manuals or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature and labels.
15. This agreement constitutes the entire agreement between the IDC and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.
16. This agreement shall be governed by the laws of the state of Florida and all claims, disputes and other matters between the parties of this agreement shall be brought in Broward County Court in Fort Lauderdale, Florida, or in the U.S. District Court in Fort Lauderdale, Florida.
17. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.
18. This agreement is not in force until accepted by the Company.

