

## Independent Affiliate Agreement Terms and Conditions

1. I understand that as a Global Domains International, Inc. ("GDI") Affiliate:
  - a. I have the right to offer for sale GDI products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons in GDI.
  - c. I will train and motivate the Affiliates in my downline sales organization.
  - d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
  - e. I will perform my obligations as an Affiliate with honesty and integrity.
2. I agree to present the GDI Compensation Plan and GDI products and services as set forth in official GDI literature.
3. I agree that as a GDI Affiliate I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of GDI. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of GDI. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF GDI FOR FEDERAL OR STATE TAX PURPOSES.** GDI is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless specifically ordered to do so by the Internal Revenue Service or similar government organization.
4. I understand that I may qualify for the Premium compensation plan for a month without purchasing Premium by directly referring 25 paid new affiliates during the month.
5. I understand that if I purchase DVDs, I am in no way allowed to copy, duplicate, or resell these DVDs. All violations will result in immediate and permanent termination of my account without warning or refund. All accrued commissions will also be automatically forfeited.
6. I have carefully read and agree to comply with the GDI Policies and Procedures and the GDI Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from GDI. I understand that these Terms and Conditions, the GDI Policies and Procedures, or the GDI Compensation Plan may be amended at the sole discretion of GDI, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official GDI materials. Amendments shall become effective upon notification. The continuation of my GDI business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
7. The term of this agreement is one month from the date hereof and shall automatically renew for successive one-month terms unless cancelled as provided herein or in the Policies and Procedures. I understand that either party may elect not to renew the Agreement by notifying the other party at least five (5) days prior to any monthly renewal date. If GDI elects not to renew the Agreement, such notice shall be emailed to Affiliate at the last email address provided by Affiliate to GDI. If I elect to not renew the Agreement, I understand that I must call (1) 760-602-3000 M-F 8-5 Pacific Time and go through the cancellation process at least five (5) days prior to the monthly renewal date. If either I or GDI elects not to renew the Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Affiliate. I shall not be eligible to sell GDI products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** GDI reserves the right to terminate all Affiliate Agreements 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 and/or services via direct selling channels.

- 8.** I may not assign any rights or delegate my duties under the Agreement without the prior written consent of GDI. Any attempt to transfer or assign the Agreement without the express written consent of GDI renders the Agreement voidable at the option of GDI and may result in termination of my business.
- 9.** I agree that I will not send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. I agree that any email that I send that promotes GDI, the GDI opportunity, or GDI products and services must comply with the following:
- a.** There must be a functioning return email address to the sender.
  - b.** The email must include my physical mailing address.
  - c.** The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
  - d.** The use of deceptive subject lines and/or false header information is prohibited.
  - e.** I will honor all opt-out requests, whether received by email or regular mail. If I receive an opt-out request from a recipient of an email, I agree to forward the opt-out request to GDI.
  - f.** All email sent (including, but in no way limited to anything you reply to) with any mention of or linking in any way to our products, services, offering, or anything whatsoever tied to our company must include the direct link to our Global Remove Database. You may include other removal links in your messages, but they cannot be used in place of our link. Failure to clearly include our removal link is a direct violation of our Anti-Spam policies. The proper link to use along with working examples can be found in the FAQ sections of our WebSite.
  - g.** All email sent with any mention of or linking in any way to our products, services, offerings, or anything whatsoever tied to our company must be fully compliant with the Can-Spam Act. They must also be fully compliant with all our additional anti-Spam requirements as outlined above. Failure to comply with all of our anti-Spam requirements even if your message is Can-Spam compliant is a direct violation of our Anti-Spam policies.
- 10.** I agree that GDI may periodically send commercial emails on my behalf and authorize GDI to include my physical and email addresses in such emails. I will honor opt-out requests generated as a result of such emails sent by the Company.
- 11.** I understand that if I fail to comply with the terms of the Agreement, GDI may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
- 12.** I understand and agree to comply with the Terms of Service and Policies & Procedures of any and all websites/web-based programs in which I am directly or indirectly mentioning or linking in any way to products, services, offerings, or anything whatsoever tied to Global Domains International. I understand that violating the Terms of Service/Policies & Procedures of a third-party website or web-based program can be considered a direct violation of Global Domains International Terms of Service/Policies & Procedures and can result in action being taken against my account (including but not limited to issuance of a written warning or admonition; suspension, which may result in termination or reinstatement with conditions or restrictions; or permanent termination of the account in full).
- 13.** I understand and agree that no income claims, income projections, nor income representations may be made to prospective Affiliates. Any false, deceptive, or misleading claims regarding the Global Domains International opportunity or GDI products and services are prohibited. Furthermore, I understand that I may in no way attempt to misleadingly represent myself as an employee of GDI. Affiliates are independent contractors and are not purchasers of a franchise or business opportunity. All Affiliates may list themselves as an "Independent Global Domains International Affiliate" and in no way may mislead or deceive prospective or existing members into believing the Affiliate is communicating with an employee of Global Domains International (this includes but is not limited to telephone calls, emails, or message board postings).
- 14.** GDI, its directors, officers, shareholders, employees, assigns, and agents shall not be liable for, and I release GDI and its directors, officers, shareholders, employees, assigns, and agents from, all claims for consequential and exemplary damages. I further agree to release GDI and its directors, officers, shareholders, employees, assigns, and agents from all liability arising from or relating to the promotion or

operation of my GDI business and any activities related to it (e.g., the presentation of GDI products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify GDI for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

**15.** The Agreement, in its current form and as amended by GDI at its discretion, constitutes the entire contract between GDI and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

**16.** Any waiver by GDI of any breach of the Agreement must be in writing and signed by an authorized officer of GDI. Waiver by GDI of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

**17.** 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.** 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. All disputes and claims relating to GDI, the Affiliate Agreement, the GDI Compensation Plan or its products and services, the rights and obligations of an independent Affiliate and GDI, or any other claims or causes of action relating to the performance of either an independent Affiliate or GDI under the Agreement or the GDI Policies and Procedures shall be settled totally and finally by arbitration in San Diego, California, or such other location as GDI prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent GDI from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect GDI's 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.

**19.** The parties consent to jurisdiction and venue before any federal or state court in San Diego County, State of California, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

**20.** Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

**21.** If an Affiliate wishes to bring an action against GDI 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 GDI for such act or omission. Affiliate waives all claims that any other statutes of limitations applies.

**22.** I authorize GDI to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

**23.** I understand I may cancel my account, domains, and services by calling (1) 760-602-3000 M-F 8-5 Pacific Time.

**24.** A faxed copy of the Agreement shall be treated as an original in all respects.

**25.** I agree that this Agreement is not in force until accepted by GDI.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Affiliate Signature

\_\_\_\_\_  
Username