

REPRESENTATIVE AGREEMENT

APPLICANT INFORMATION

FULL NAME (LAST, FIRS	ST, MIDDLE INITIAL)		SOCIAL SECURITY NUMBER	DATE OF BI	RTH (MUST BE OF I	EGAL AGE)
LAST	FIRST	MI.		MM	DD	YYYY
PHONE			EMAIL ADDRESS FAX			
BILLING ADDRESS (NO P.O. BOX)			CITY	STATE POST CODE		
SHIPPING ADDRESS			CITY	STATE	POST CODE	
CO-APPLICAN	NT INFORMATION					
FULL NAME (LAST, FIRST, MIDDLE INITIAL)			SOCIAL SECURITY NUMBER DATE OF BIRTH (MUST BE OF LEGAL A		EGAL AGE)	
LAST	FIRST	MI.		MM	DD	YYYY
PHONE			EMAIL ADDRESS	FAX		
BILLING ADDRESS (NO P.O. BOX)			CITY	STATE	ZIP CODE	
SHIPPING ADDRESS (IF DIFFERENT FROM BILLING ADDRESS)		CITY	STATE	ZIP CODE		
Assumed Names and Busi	ee & Representatives), please complete the		oration, limited liability company (LLC), partne	ership or trust, or will	be operated under an	assumed name
COMPANY NAME			TAX ID NUMBER			
PHONE		EMAIL ADDRESS				
BILLING ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP CODE		
SHIPPING ADDRESS		CITY	STATE	ZIP CODE		
Have either of the applicants f "Yes", please provide date o		ve or had an ownership intere Previous ID No.	st in a WorldVentures Representative busines	s as a co- owner or b	usiness entity? Yes / No)
SPONSOR NAME	SPONSOR ID		APPLICANT WEB ALIAS		APPLICANT PASSW	ORD

BUSINESS SYSTEM

	WorldVentures Representative Business System (RBS): \$99.95 + \$19.99/month*
	All Representative Applicants must purchase the RBS. This on-line system includes a Personalized Website, a Back Office, Online Training Program, access to Sales and Marketing Tools, and a Representative Welcome Kit. Terms of Use apply.
	WorldVentures Advantage (WVA): \$19.97 per month
	Includes monthly "DriveTime University: Overdrive" CD(s), Voyager magazine every other month, a subscription to SUCCESS magazine (12 issues each year with a CD/DVD DualDisc included), and daily access to Success on Demand (an online video library).
	WorldVentures Advantage Lite: \$5.99 per month
	A condensed version of WVA which offers 2 of the many benefits of WVA: DriveTime University: Overdrive Audios and Voyager archive. Available in English only.
First Mo	onth's Fees are charged at time of purchase and automatically each month thereafter to the form of payment selected below.
СНО	OSE ONE METHOD OF PAYMENT

OPTION A: CHECK ONE CREDIT CARD AS YO	DUR PRIMARY PAYMENT	VISA VISA	MASTERCARD ©		AMEX AMEX
CARD NUMBER			EXPIRATION DATE		
			MM	YY	
NAME ON CARD	BILLING ADDRESS		CITY	STATE	ZIP CODE
OPTION B: IPAYOUT/EWALLET: YOU WILL RE	CEIVE AN EMAIL TO ACTIVATE AND FUI	ND YOUR IPAYOUT/EWALL	LET ACCOUNT AND COMPLE	TE YOUR EN	ROLLMENT

ACKNOWLEDGEMENT

I/we understand that the only financial requirement to become a WorldVentures Independent Representative is the payment of the Initial and first Monthly RBS fee (plus any applicable tax). Acceptance of this application occurs on receipt of payment of the Initial and first Monthly RBS fee. Once this application is accepted, I/we understand I/we may access the RBS online and that I/we will be entitled to all services WorldVentures provides to its Representatives. Any purchase of a product or service in connection with becoming a Representative is optional. I/we authorize WorldVentures to charge the RBS Initial and first and subsequent Monthly Fee to the payment method provided on this application. I/ we have read (or agree to read before conducting any Representative activity) and agree to the Terms and Conditions, the WorldVentures Compensation Plan and the Policies and Procedures, each of which is incorporated into this agreement by reference (referred to collectively as "the Agreement"). For individual and partnership applications I/ we certify that I am/we are the age of majority and legally able to enter into the Agreement. For company or other business entity applications I/we understand that the application is accepted conditional upon completion of the business entity registration form and its acceptance by WorldVentures.

I /we acknowledge that WorldVentures has a commitment to trust, transparency and truthfulness, and as a WorldVentures Representative, it is my/our responsibility to uphold this commitment and the WorldVentures core values.

If cancelled within fourteen (14) days (fifteen (15) days for Montana residents) of acceptance by WorldVentures, I will receive a refund in accordance with Section 5 of these Terms and Conditions

APPLICANT SIGNATURE	DATE		
CO-APPLICANT'S SIGNATURE	DATE		

Representative Terms and Conditions

Defined terms are set forth below or may be separately defined in any of the documents incorporated by reference into the Agreement. References to the singular shall include the plural and to the masculine shall include the feminine wherever the context permits.

1.I understand that as a WorldVentures Representative:

- a. I have the right to promote the sale of WorldVentures products and services in accordance with the Agreement;
- b. I have the right to enroll persons as WorldVentures Representatives and/or as customers; and when I do so I will comply with all applicable WorldVentures policies including but not limited to policies and procedures relating to payment card handling information; and
- $c.\ I \ will \ train, \ motivate \ and \ support \ the \ Representatives \ in \ my \ Downline \ Marketing \ Organization.$
- 2. I agree to present the WorldVentures Compensation Plan and WorldVentures products and services as set forth in official WorldVentures literature. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products and services marketed by WorldVentures, including but not limited to, obtaining and maintaining any and all permits and licenses required to perform under the Agreement and I understand that I will be personally liable for any fines and other expenses incurred by WorldVentures as a result of my failure to do so.
- 3. I agree that, as a WorldVentures Representative, I am an independent contractor and not an employee, partner, legal representative, or franchisee of WorldVentures. 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 WorldVentures. 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 WORLDVENTURES FOR FEDERAL OR STATE TAX PURPOSES. WorldVentures is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
- 4. I have carefully read (or agree to read before performing any Representative activity) and agree to comply with these Terms and Conditions, the WorldVentures Policies and Procedures and the WorldVentures Compensation Plan, each of which are provided by WorldVentures on its website www.worldventures.biz and are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, i.e. not in violation of the Agreement, to be eligible for bonuses or commissions from WorldVentures. I understand that the Agreement may be amended at the sole discretion of WorldVentures, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official WorldVentures materials. The continuation of my WorldVentures business and/or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments. I acknowledge that all post sale customer service support may be rendered in English by WorldVentures or its affiliates.
- 5. The term of the Agreement is one (1) year from the date of its acceptance by WorldVentures which will be the later of (i) the date that I execute the Agreement electronically via the company's Internet sign-up procedure and it is received and accepted, (ii) the date that a signed original hard copy of the Agreement is received by WorldVentures and accepted and a computer record is made of the account Or (iii) the date on which payment of the Initial and first Monthly RBS fees are paid. The Agreement shall thereafter automatically renew for successive one (1) year terms unless either I or WorldVentures provides the other with at least thirty (30) days' written notice of non-renewal. I may terminate the Agreement for any reason, at any time, by giving WorldVentures prior written notice by mail at its address of record or by e mail to support@worldventures.com. WorldVentures may terminate the Agreement pursuant to the Policies and Procedures or in the event that I breach any part of the Agreement. Following termination of the Agreement within fourteen (14) days from the date of initial purchase, (fifteen (15) days for Montana residents) upon request WorldVentures shall refund the purchase of the RBS (Initial and any Monthly Fee paid). If either I or WorldVentures elects to not renew the Agreement, or if it is terminated for any reason, I understand that I will permanently lose all rights as a Representative, I shall not be eligible to promote WorldVentures products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former Downline Marketing Organization. In the event of termination or nonrenewal for any reason, I waive all rights I have to my former Downline Marketing Organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former Downline Marketing Organization. World Ventures reserves the right to terminate the Agreement upon thirty (30) days' notice if it elects in my country of residence to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate sale of its products and/or services via direct selling channels.
- 6. I may not assign or transfer any rights or sub contract my duties under the Agreement without the prior written consent of WorldVentures. Any attempt to transfer or assign the Agreement or sub contract my duties without the express written consent of WorldVentures may result in termination of the Agreement.
- 7. I understand that during any investigation by WorldVentures of my breach of the Agreement or my conduct as a Representative, my Representative position status may be suspended and any payments which may otherwise be owed to me shall be held until final resolution has been achieved. I acknowledge that in the event that WorldVentures determines that I have violated the Agreement, WorldVentures may terminate the Agreement and deactivate my Representative position, in which event I will not be entitled to any payments or further commissions or compensation of any kind whether or not the sales for such bonuses or commissions have been completed or WorldVentures may impose upon me other disciplinary actions as set forth in the Policies and Procedures. In such circumstances WorldVentures may allocate my position together with any Downline Marketing Organization to another Representative or applicant.
- 8. WorldVentures, its parent or affiliated companies, directors, officers, owners, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release WorldVentures and its affiliates from, all claims for consequential and exemplary damages. I further agree to release WorldVentures and its affiliates from all liability arising from or relating to the promotion or operation of my WorldVentures business and any activities related to it (e.g., the presentation of WorldVentures products and services or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify WorldVentures for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business. WorldVentures may at any time

- set off any liability of the Representative against any liability of WorldVentures, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by WorldVentures of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 9. The Agreement, constitutes the entire contract between WorldVentures and myself. Any promises, representations, offers, and other communications not expressly set forth in the Agreement are of no force or effect.
- 10. Any waiver by WorldVentures of any breach of the Agreement must be in writing and signed by an authorized officer of WorldVentures. Waiver by WorldVentures of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- 11. 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.
- 12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. All disputes and claims relating to WorldVentures, the Agreement, or WorldVentures products and services, the rights and obligations of an independent Representative and WorldVentures, or any other claims or causes of action relating to the performance of either an independent Representative or WorldVentures under the Agreement shall be settled totally and finally by arbitration in Dallas, Texas, or such other location as WorldVentures 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. Nothing in the Agreement shall prevent WorldVentures 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 WorldVentures' 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. Arbitration proceedings and any award shall be kept confidential.
- 13. The parties consent to jurisdiction and venue before any federal or state court in Collin County, State of Texas, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
- 14. Notwithstanding the foregoing, Louisiana residents may bring an action against WorldVentures with jurisdiction and venue as provided by Louisiana law.
- 15. If a Representative wishes to bring an action against WorldVentures for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) 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 WorldVentures for such act or omission. Representative waives all claims that any other statutes of limitations applies. If a Representative brings or threatens to bring an action against WorldVentures including but not limited to any action for any act or omission arising from the Agreement, WorldVentures may at its option immediately suspend the Representative position and may terminate the Agreement by fourteen (14) days' notice in writing to the Representative.
- 16. I authorize WorldVentures to use my name, photograph, personal story and/or likeness in advertising/promotional materials, and grant WorldVentures an indefinite royalty free license to use all photographs, video and other images submitted by me to WorldVentures; I waive all claims for remuneration for such use.
- 17. I understand that participation in WorldVentures does NOT guarantee or assure any profits or success. I certify that no such representations of income or success have been made to me by WorldVentures or any Independent Representative.
- 18. During the term of this Agreement (and any renewals), I will not sell to WorldVentures customers or Representatives any products, services or business opportunities that compete with WorldVentures products or services. In addition, during the term of the Agreement (and any renewals) and for (1) one year thereafter, I will not solicit or recruit WorldVentures employees, consultants, vendors, customers or Representatives, whether active or inactive, other than those I personally enroll, to participate in any network marketing program.
- 19. By completing and submitting this Application, I specifically authorize WorldVentures to transfer and disclose personal or confidential information which I have provided to WorldVentures in connection with my application to become a Representative and in connection with my Representative business and Downline Marketing Organization or that has been developed or provided to WorldVentures by me as a result of my activity as a Representative, to its parent and affiliated companies, its partners, licensees, agents and vendors and to other WorldVentures Representatives, who may or may not be in my immediate Upline or Downline, when necessary to ensure proper support for the WorldVentures business and to applicable government or regulatory bodies if required by law. I further authorize WorldVentures, its parent and/or affiliated companies and other WorldVentures Representatives to communicate with me by electronic mail at the email address and/or by text message at the cell number I have entered on the front of the Application. understand that such emails and /or text messages may include offers and solicitations for the sale and purchase of WorldVentures products, sales aids, and services. I further authorize WorldVentures to use my personal information for Representative recognition and marketing materials and to release my name and telephone number in response to a customer's request for a Representative in my area. If this information is not to be released, I agree to notify WorldVentures that I do not want this information released by written notice directed by email to support@ worldventures.com. I agree to obtain, record, use, hold, transfer, dispose of and otherwise process personal information about customers, other WorldVentures Representatives or any other person (however and whomever obtained from) only in accordance with the Agreement. Unless otherwise provided by WorldVentures, I understand that I (i) may only use such personal information for my WorldVentures business and for no other purpose(s); (ii) must comply with their obligations regarding privacy and data security as set forth in the Agreement; and (iii) must comply with like privacy and data security obligations to those imposed on WorldVentures under applicable laws in
- 20. Sections 12, 16, 18 and 19 shall survive any termination or expiration of the Agreement.

respect to such information.