

POLICIES & PROCEDURES

United States & Guam

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WorldVentures™

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Section 1: Introduction

1.1 Corporate Mission Statement

WorldVentures' commitment to create an empowered global culture of abundant living, contribution and fulfillment is reflected in our mission to enrich lives through unforgettable global, local and daily experiences. We believe those experiences will not only make people's lives more fun, but give them more freedom and a sense of fulfillment.

1.2 Overview and Purpose

The purpose of these Policies and Procedures ("Policies") is to define the relationship between WorldVentures and its Representatives, to set standards of permissible business conduct and practices, to protect the business relationships, good will, trade secrets, confidential information, including the WorldVentures business methods and strategies, and to protect and support Representatives via the ethical and compliant building of their WorldVentures business. The term "Agreement," refers collectively to these Policies and Procedures, along with the Representative Agreement, WorldVentures Compensation Plan and Business Entity Registration Form (where appropriate). WorldVentures reserves the right to change these Policies and Procedures in its sole discretion. By signing the Representative Agreement, either manually by paper form or via the online signup process, each Representative agrees to abide by the terms of the Agreement and all amendments or modifications to the same. The continuation of a Representative's WorldVentures business following the effective date of amendments, or acceptance of commissions or bonuses under the Compensation Plan, constitutes acceptance of all amendments. It is the responsibility of each Representative to read, understand, adhere to, and ensure they are aware of and operating under the most current version of this document.

1.3 Delays

WorldVentures will not be responsible for delays or failures in performance of its obligations when performance is made commercially impossible to achieve due to circumstances beyond its reasonable control.

1.4 Policies and Procedures Severable

If any provision of the Agreement is found to be invalid or unenforceable in any jurisdiction, only the invalid portion(s) of the provision shall be severed, only within that jurisdiction, and the remaining terms and provisions will remain in full force and effect.

1.5 Waiver

The Company never gives up its right to require the compliance of a Representative with the terms of the Agreement, or with applicable laws and regulations governing the conduct of a business. 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 shall not operate or be construed as a waiver of any subsequent breach. No failure by WorldVentures to exercise any right or power under the Agreement or to insist upon strict compliance by a Representative with any obligation or provision of the Agreement shall operate as a waiver of WorldVentures' right to demand exact compliance with the Agreement. No claim or cause of action of a Representative against WorldVentures shall constitute a defense to WorldVentures' enforcement of any term or provision of the Agreement.

Section 2: Becoming a WorldVentures Independent Representative

2.1 Definition of Independent Representative

WorldVentures Independent Representatives have the right to promote the sale of WorldVentures products and services and to enroll persons as WorldVentures Representatives and/or as customers. Throughout this document, the terms "Representative", "Independent Representative", "you", and "Sponsor" will refer to any individual whose



Representative Agreement has been signed, received and accepted by WorldVentures in its sole discretion. Acceptance occurs on the later of (i) the date that the Agreement is executed electronically via the company's Internet sign-up procedure and it is received and accepted by WorldVentures, (ii) the date that a signed original hard copy of the Agreement is received and accepted by WorldVentures 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.

2.2 Requirements to Become an Independent Representative in the U.S.A

To become a Representative, you must:

- (a) Have legal capacity, including being of legal age and of sound mind;
- (b) Have legal presence or a valid address in one of the 50 states of the United States or dependent territories;
- (c) Have a valid Social Security Number or Federal Tax ID Number;
- (d) Submit a completed and signed Representative Agreement to WorldVentures or enroll as an Independent Representative via the WorldVentures website of an existing Representative; and
- (e) Purchase a WorldVentures Representative Business System ("RBS")

WorldVentures reserves the right to refuse any application in its sole discretion. Providing false information in your Representative Agreement may result in immediate termination of your WorldVentures business. The Representative Agreement shall not come into force until receipt by WorldVentures of payment for the purchase of the RBS.

2.3 Renewal of Your WorldVentures Business

The term of the Representative Agreement is one (1) year from the date of its acceptance and may be automatically renewed by WorldVentures from year to year as long as the Representative has not violated the Company's Terms & Conditions and/or Policies & Procedures, is current with their monthly RBS fee and has paid any other applicable fees including renewal, administrative and genealogy fees.

2.4 Business Entity Enrollment

A limited liability company, sole-proprietorship, corporation, or partnership may become an Independent Representative following review and approval by WorldVentures. Non-profit organizations will not be accepted. To become a new Representative or to change the current status to a business entity, the following items are needed:

- (a) Business Entity Registration Form;
- (b) Fully completed Business Entity Packet;
- (c) Copy of EIN confirmation letter or 147-C provided by the IRS when applying for the EIN; and
- (d) Additional items as requested if necessary to validate the business entity

Individuals submitting the Representative Agreement will be treated as the initial applicant(s); inclusion of a business entity name on the application will be considered an expression of intent to request transfer of the Representative Agreement to the business entity subject to WorldVentures approval. To effect a transfer from the individual(s) to the business entity the Business Entity packet must be completed and submitted. WorldVentures will review the packet and if the business entity is approved a transfer agreement must be completed and submitted. Individuals submitting the Representative Agreement must be authorized to enter into a binding contract on behalf of the business entity and must meet the eligibility requirements to become a WorldVentures Independent Representative. Should an entity include multiple owners or partners, WorldVentures may require each to execute transfer agreement submit a Representative Agreement. Additionally, a partial or total change of ownership or management control of the business entity will require review and consent by WorldVentures, in accordance with Section 7.1. Such changes must be notified to WorldVentures within 30 days.

A new online entity enrollment must submit required documentation within 30 days from the date of the application. Fees are associated with changes to an existing company or individual status. Please see Appendix II: Fees Matrix. WorldVentures reserves the right to refuse acceptance of any Representative's choice of business name.



2.5 One WorldVentures Business per Tax ID

US Representatives may operate or have an ownership interest in only one (1) WorldVentures Business Center, per Tax ID number. If an individual has a Social Security number and also owns a corporation, limited liability company or partnership and has the appropriate government issued Tax Identification Documents then he/she may operate two (2) or more separate WorldVentures Business Centers as long as the following formulas apply:

- (a) The multiple Business Centers owned and/or controlled by an individual MUST BE personally sponsored by the primary Business Center, in order to ensure that all Business Centers will have a common Upline.
- (b) If spouses or members of a domestic partnership choose to operate their respective businesses separately, they may operate separately under their own SSN or Tax ID number, but one spouse/partner MUST BE personally sponsored by the other.
- (c) In a partnership, each partner can have a Business Center in his or her own name and Tax ID number and share the proceeds equally with their partner(s). In the case of partners sharing the proceeds of more than one (1) Business Center, all Business Centers must have a common Upline. The first partner in the binary structure must be the direct sponsor of the second partner. In the event of more than two (2) partners, all the partners involved must have been sponsored by another one of the partners, with the exception of the “top position/partner” in the binary structure.

In the event a Representative wishes to be granted an exception or exclusion from the above policy, he or she must submit a written request to the WorldVentures Compliance Department, which must then be explicitly approved by the Company. WorldVentures reserves the right to make exceptions to this policy as it deems necessary.

Outside the US, Representatives may operate or have an ownership interest in only one (1) WorldVentures Business Center, per entity type, i.e. as a sole or individual trader, as a limited liability company or in a partnership, in each case subject to the formulae A-C above.

For recognition purposes only, WorldVentures may aggregate earnings from multiple positions with the same ultimate beneficial ownership.

2.6 Change of Contact Information

Representatives should ensure that WorldVentures has updated and current contact information, such as mailing address, phone number, and/or email address. Personal information may be updated online through the Back Office function of your Representative website or by calling WorldVentures Customer Service.

Section 3: Representative Rights and Obligations

3.1 Rights as an Independent Representative

Upon receipt and acceptance of a Representative Agreement by WorldVentures, a new Representative is granted the right to:

- (a) Promote the sale of WorldVentures products and services in accordance with the Agreement;
- (b) Participate in the WorldVentures Compensation Plan (receive commissions and bonuses, if eligible);
- (c) Sponsor other individuals or entities as Representatives in order to build a Marketing Organization;
- (d) Receive WorldVentures literature and communications, including certain trade secret, confidential, and proprietary information;
- (e) Participate in WorldVentures-sponsored training, support, and service, upon payment of appropriate charges, if applicable; and
- (f) Participate in recognition and incentive trips, programs, or functions upon meeting qualification criteria under the Compensation Plan and payment of appropriate charges.



3.2 Obligations as an Independent Representative

It is the Representative's responsibility to lead their Marketing Organization with the proper example, in personal production of sales to Customers. As a sponsor, Representatives must train and support their organization in building a customer base and downline organization. Without this example of leadership, the Representative may lose their right to receive commissions from sales generated through their Marketing Organization.

3.2.1 Ethical Conduct

WorldVentures Representatives should abide by both the letter and the spirit of these Policies, and always conduct themselves in an ethical, honest, and credible manner and consistent with the best interest and good will of the Company while conducting WorldVentures business and in all dealings with their Customers, fellow Representatives, and with WorldVentures. Unethical or illegal activity will not be permitted. WorldVentures reserves the right to decide, in its best judgment, whether a Representative's activities are unethical or against the interests of the Company, as well as determine and apply disciplinary sanctions such as suspension or termination of the Independent Representative status; including but not limited to withholding commissions, bonuses, and/or application of fines. An Independent Representative who is terminated for unethical or illegal activity will not be eligible to sell or transfer their position or be entitled to a refund of their application fee. Examples of illegal and unethical activity include, but are not limited to:

- 1) Forgery of a signature on any document, including electronic signatures through the online sign-up process.
- 2) Providing false information, such as country of residence or address, on any WorldVentures document.
- 3) Making false or misleading remarks with the intent to disparage WorldVentures, its employees, or another Representative.
- 4) Enrolling or recruiting minors into the WorldVentures program.
- 5) Enticing, encouraging, soliciting or attempting to influence a prospect's decision to sign up with you, as opposed to the person who introduced them to the business.
- 6) Any unauthorized use of WorldVentures' name, trademarks, or copyrighted material.
- 7) Making false or misleading representations, including but not limited to, misrepresentations about WorldVentures products, services, or Compensation Plan. All statements made by Representatives must be truthful, ethical, and accurate.
- 8) Violation of any federal, state, or local laws and regulations.
- 9) Any unauthorized use or disclosure of WorldVentures' trade secrets, confidential or proprietary information, or violations of these Policies.

3.2.2 International Marketing

Representatives can market the products and services of WorldVentures and sponsor new Independent Representatives only in those countries and geographic areas where WorldVentures is officially open for business. There are no exclusive territories granted to any Representative. Representatives conducting business in foreign countries should ensure adherence to that country's Policies and Procedures, promote only products and services available in that country, and share the compensation structure relevant to that country.

3.2.3 Data Protection Laws

Representatives are required to take appropriate steps to become familiar with the data protection laws that govern and protect the interest of any current or prospective Customers or Representatives. These steps shall include but not be limited to reviewing the informational video presentations available in the Back Office.

For any current or prospective Customers or Representatives based in the European Union or the UK (the "EU Nationals"), the General Data Protection Regulation (the "GDPR") will apply to a Representative's treatment of their personal data. European regulators may issue large fines to Representatives who don't comply with the GDPR. Representatives and not WorldVentures will be primarily responsible for the personal data collected from any EU



National. Representatives are required to take measures, which are at a minimum, similar to those of WorldVentures in notifying EU Nationals of how their personal data will be used and the safeguards in place to secure the data. The steps taken by WorldVentures in relation to notifying EU Nationals are set out in the privacy policy provided to EU Nationals which can be found at http://assets.wvholdings.com/1/PDF/unitedkingdom_gb/privacypolicy_gb.pdf.

Section 4: Status as an Independent Representative

4.1 Employment Claims

WorldVentures Representatives are independent contractors and not employees, partners, legal representatives, or franchisees of WorldVentures. Representatives may not assert or imply that an Independent Representative is or will be employed by WorldVentures. As an independent contractor, Representatives are responsible for the following:

- 1) Establishing their own working hours;
- 2) Conducting the day to day business in the manner of their choosing, but within the guidelines set in these Policies and Procedures; and
- 3) Reporting all applicable taxes on income generated as an Independent Representative.

4.2 Reporting Taxes

WorldVentures will provide IRS 1099 Miscellaneous Income Tax forms to all Independent Representatives who receive commission and earnings, which can include the value of prizes, incentive trips, and/or virtual currency awarded by WorldVentures, in the amount of \$600 or more in a tax year. Representatives who qualify for any recognition program(s) are personally responsible for all tax liabilities associated with commemorative awards and incentive rewards. The amount of taxable income will be provided annually through 1099 reporting.

Representatives have the responsibility to provide WorldVentures with the proper Social Security Number or Taxpayer Identification Number. If the information provided is incorrect or WorldVentures is notified by the Internal Revenue Service (IRS) that it does not match their records, then WorldVentures will hold all future payments until the matter is resolved and reserves the right to reclaim any penalties imposed on WorldVentures by the IRS, resulting from such invalid or incorrect information.

4.3 Contractual Obligations and Legal Responsibilities

Independent Representatives are responsible for any expenses resulting from their business operation, including but not limited to, license or permits, legal fees associated with a business name, advertising, etc. Representatives may not sign contracts, rent or lease office space or equipment, open bank accounts, make purchases, or enter into any agreement in the name of WorldVentures or any of its affiliated companies. Representatives hold WorldVentures, its shareholders, directors, officers and employees harmless from any claims or liabilities that may arise out of such action.

Representatives must ensure they are aware of and follow all privacy and data protection laws in the collection, transfer and storing of Customer and Representative personal and payment information. Representatives that receive payment card information or data from any prospect are responsible for ensuring cardholder data security by achieving and maintaining compliance against the current version of the Payment Card Industry ("PCI") Data Security Standard ("DSS") published on the PCI Security Standards Council website (https://www.pcisecuritystandards.org/pci_security/).

4.4 Compliance with Federal, State and Local Laws & Ordinances

Representatives must comply with all federal, state and local laws and ordinances in the conduct of their business. They must ensure knowledge of and comply with any city or county ordinances regulating home based businesses, if applicable.



Section 5: Operating a WorldVentures Business

Representatives should promote their WorldVentures business in a truthful and ethical manner. They should not offer the WorldVentures opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official WorldVentures literature. Representatives should not require or encourage other current or prospective Customers or Representatives to execute any agreement other than the Representative Agreement or Membership Application Form. Representatives must not require or encourage any prospective Customers or Representatives to make any purchase from, or payment to, any individual or entity, other than the purchases or payments required or recommended in the Representative Agreement and official WorldVentures literature.

5.1 Sponsoring Representatives and Customers

All new prospects must complete and sign a Representative Agreement to be an Independent Representative or Membership Application Form to be a Customer; either via paper application or through the Representative or Customer online sign up process through a WorldVentures website. This process cannot be completed by the Sponsor, Upline, or any other person on behalf of the new prospect.

5.1.2 Enrollment Errors and Transfers

An enrollment error occurs when a new Representative or Customer is enrolled into an unknown organization. This typically occurs through input error during the sign-up process. Enrollment errors can be corrected by sending a written request to the Genealogy Department: genealogy@worldventures.com within 48 hours of enrollment. The request can be sent by any of the parties directly involved. The individual submitting the request has the burden of proving the enrollment error. There is no fee for enrollment error corrections.

In certain circumstances, a Representative may choose to transfer the enrollment, sponsorship, or both, of one of their personally enrolled or sponsored Representatives or Customers. Requests for transfer under this policy must be submitted by the Enroller through their Back Office within ten (10) days from the date of enrollment. Enrollment Transfer requests sent outside of ten (10) days, will be reviewed but are not guaranteed approval. Please see Appendix II: Fees Matrix for applicable charges to any transfer request.

5.1.3 Change of Sponsor and Cancellation/Reapplication

It is of utmost importance to WorldVentures to maintain and protect an Independent Representative's relationship with their Sponsor. As such, Sponsor change requests that fall outside of the definition of enrollment error, as referenced in Section 5.1.2, are restricted to extremely rare situations involving exceptional circumstances. Lack of support, personality conflicts, team conflicts, or social preferences do not justify a change in organization. If a Representative is unable to work through issues with their Sponsor, they should contact the next Upline Representative or WorldVentures Customer Support for assistance. WorldVentures reserves the right to make any change to sponsorship at any time in its sole discretion.

In all other cases, a Representative may Cancel and reapply under a new Sponsor after a period of six (6) consecutive months of inactivity. Any Representative activity during this period will result in a reset of the six-month period. Representative activity includes, but is not limited to, sponsoring, attendance at any WorldVentures function, event, or training, operation of, or financial interest in, any other WorldVentures business, or participation in any other form of Representative activity.

5.1.4 Cross Sponsoring

"Cross sponsoring" is defined as the enrollment of an individual or entity that already has a current Representative Agreement with WorldVentures, or who has had an agreement within the preceding six (6) calendar months, under a different Sponsor. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, federal ID numbers, or fictitious ID numbers, any straw-man or other artifice to circumvent this policy is



prohibited. If a Representative is found to be enrolled or participating in two or more WorldVentures businesses simultaneously, the first WorldVentures business will be considered the valid business. WorldVentures may take disciplinary action against the Representative that changed organizations and/or those Representatives who encouraged or participated in the Cross Sponsoring. The ultimate decision regarding the placement of the organization remains within the sole discretion of WorldVentures and there will be no adjustments to commission payout regardless of the decision made. **Representatives waive all claims and causes of action against WorldVentures arising from or relating to the disposition of the Cross-Sponsored Representative's Downline organization.**

5.2 Prohibited Recruiting

WorldVentures Representatives are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, Representatives may not use or disclose any confidential information, trade secrets, or goodwill of WorldVentures in connection with any other network marketing business, including the identity of any other WorldVentures Representatives. During the term of this Agreement and a period of one (1) year following termination, cancellation, or expiration of the Agreement, Representatives may not recruit other WorldVentures Representatives, customers, employees, consultants or vendors for any other network marketing business, other than those they both personally sponsored and enrolled into WorldVentures. "Recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party.

Representatives may not attempt to directly or indirectly solicit an individual that has previously been sponsored or enrolled by another Representative. Representatives shall not offer, entice, encourage, solicit or attempt to influence a Representative or Customer's decision to sign up with them and leave a Representative's organization in which they are currently involved. This is defined as cross-line recruiting and is strictly prohibited.

5.2.1 Conflicts of Interest & Non-Solicitation

During the term of the Representative Agreement (and for a period of one (1) year following termination or voluntary cancellation of their Agreement,) Representatives may not (i) sell, or attempt to sell, any competing non-WorldVentures products or services to WorldVentures Customers or Representatives or (ii) establish or participate in any capacity in the set up and launch of a business that is similar to WorldVentures in concept and business model, in whole or in significant parts.

For the purposes of this section 5.2.1 "Competing" is defined as a product or service in the same generic category, such as, any vacation or travel membership product. Representatives may not display WorldVentures products or services with any other products or services, in a way that may mislead prospective Customers to believe that there is a relationship between the two. Representatives are prohibited from offering the WorldVentures opportunity, products or services, in conjunction with any non-WorldVentures program. Representatives may not offer third party products, services or opportunities at any WorldVentures related meeting, seminar, convention, or immediately following such event.

Representatives must not use WorldVentures as a "warm market" or prospecting resource to promote their own non-WorldVentures business or products or another company's products or services. This includes their teams and the extended network of WorldVentures (through events, email, text or social media). If there is any benefit – such as a discount, monetary gain or service offering for you, you may only directly promote those products or services to your personally sponsored Representatives. If WorldVentures determines, in its sole discretion, that a violation of this policy has occurred, disciplinary action will be taken against the offending Representative, including potentially terminating the Representative Agreement and the company may seek to recover any loss, damages, or monetary gain resulting from such breach, be it on behalf of the company itself or any affected Representative.



5.3 Unauthorized Vendor/Supplier Contact

WorldVentures has developed special relationships with certain partners, service providers, and suppliers in connection with the WorldVentures system and business. To preserve these relationships and the goodwill associated with them, Independent Representatives are not permitted to directly contact any partner, service provider, or supplier with whom WorldVentures contracts. This is only acceptable in specific relation to a personal account, purchase, or service they may have with said provider.

Additionally, if a Representative is also a Customer and travels on a WorldVentures DreamTrip, they are prohibited from (a) enrolling or attempting to enroll potential Customers or Representatives (b) conducting any type of activity for selling WorldVentures products or promoting the opportunity or (c) disclosing the WorldVentures-vendor negotiated price. Further, Representatives may not attempt to solicit or discuss the WorldVentures opportunity with any hotel, resort, cruise, etc., employees or staff members. Representatives may not attempt to solicit or discuss the WorldVentures opportunity with any existing DreamTrips Members or other guests. Any training sessions must be attended by Representatives only and not open to the public or prospects.

5.4 Married Representatives

5.4.1 Co-Applicant

Only a Representative's spouse may become a Co-Applicant on a Representative Agreement. Spouses may choose to become a Representative at the time of enrollment, or may be added later, provided they also meet the eligibility requirements to become a WorldVentures Independent Representative. If a spouse is added a later date, a separately completed and signed Representative Agreement will be required. The original applicant must remain a party to the original Agreement. If the original Representative wants to terminate their relationship with the Company, they must transfer or assign the business in accordance with Section 7.3 of these Policies and Procedures. If no transfer or assignment is completed, the Representative Agreement will be terminated upon withdrawal of the original Representative. Both the primary Applicant and the Co-Applicant have the same rights and access to the WorldVentures business.

5.4.2 Marriage Between Representatives

Should two Representatives with separate WorldVentures businesses marry, then one spouse must resign from his/her WorldVentures business within thirty (30) days from the date of the marriage. The resigned Representative may then immediately enroll as a Co-Applicant on the spouse's Representative Agreement or may purchase an individual account that is directly sponsored by the spouse. The resigned Representative will have no rights or interest in the downline organization of their former WorldVentures business.

5.5 Actions of Household Members or Affiliated Individuals

If any member of a Representative's immediate household engages in any activity which, if performed by the Representative, would cause damage or be detrimental to WorldVentures, such activity will be deemed a violation by the Representative. Similarly, if any individual associated in any way with a business entity registered with WorldVentures, violates the Agreement in such manner described above; such actions will be deemed a violation by the entity.

5.6 News or Media Inquiries

Representatives should not respond to media inquiries regarding WorldVentures or its products or services. Representatives must refer all media inquiries to press@worldventures.com. Failure to comply with this provision may result in suspension or termination of the Representative Agreement.



5.7 No Governmental Approval or Endorsement

Representatives should not imply or represent that WorldVentures or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

5.8 Insurance

A Representative should obtain third-party insurance coverage for Representative business activities. Contact your insurance agent to find out about available insurance coverage.

5.9 Credit Card Chargebacks

Should WorldVentures receive notice of dispute of charges by a Representative, the WorldVentures business will be placed in a “Chargeback” status and will lose all credit card ordering privileges until the charges are replaced and accepted. There will be a fee associated with the reinstatement of the account status. If an erroneous charge is applied to a Representative’s credit card, the Representative should immediately contact WorldVentures to initiate an investigation and find a resolution. If the Representative fails to contact WorldVentures to correct the status, the WorldVentures business will be treated as a terminated account and will be subject to the Termination and Reapplication terms outlined in Section 9.3. See Appendix II: Fees Matrix for charges associated with reinstatement following chargeback.

5.10 Disruptive Conduct

Representatives must not disparage, demean, or make untruthful negative remarks about WorldVentures, WorldVentures Representatives and Customers, the company’s products, Compensation Plan, or its founders, directors, officers, or employees, contractors, vendors, and/or suppliers.

Representatives must always conduct themselves in a courteous and considerate manner when representing WorldVentures. WorldVentures products, services, and business opportunity should be presented in a complete and truthful manner, and Representatives must not engage in high pressure selling or recruiting tactics.

If WorldVentures determines, in its sole discretion, that a Representative’s behavior is disruptive to the normal business of WorldVentures or that the conduct is damaging to the image or reputation of the company, disciplinary action may be taken. In the event of suspension and/or termination, any commission that would have been earned during the suspension or following termination may be forfeited.

5.11 Harassment Policy

WorldVentures has a zero-tolerance policy regarding harassment of another person by a WorldVentures Representative in connection with the operation of a WorldVentures business. This extends to all forms of communication including but not limited to, in person contact, via telephone or social media platforms. Representatives must treat each other, as well as potential Representatives and Customers, employees, vendor, suppliers, contractors, and anyone associated with WorldVentures, with dignity and respect. Violations of this policy include, but are not limited to: a) Intimidating, harassing, or other aggressive behavior; b) Causing repeated conflicts with Representatives or Customers; or c) Direct or veiled threats of harm. Following an investigation, should WorldVentures determine, in its sole discretion, that a violation of this policy has occurred, the Representative Agreement of the responsible party will be subject to disciplinary action.

5.12 Confidentiality

In connection with a Representative’s WorldVentures business, during the term of the Agreement, the company may supply to Representatives certain information and reports regarding WorldVentures business, including but not limited to Downline Activity (Genealogy) Reports, identity and contact information of Representatives and Customers, a Representative’s personal and/or group volume, Representative rank, and other information needed to run the Representative’s business (collectively, “Confidential Information”).



All Confidential Information belongs solely and exclusively to WorldVentures and constitutes proprietary business trade secrets. Such Confidential Information is provided to Representatives in strictest confidence and is made available for the sole purpose of assisting Representatives in working their respective WorldVentures business. Representatives hereby agree to the disclosure of their information to other Representatives for this purpose. Representatives agree that, but for this agreement of confidentiality and non-disclosure and the non-solicitation provisions herein, WorldVentures would not provide Confidential Information to Representatives.

Representatives should not, on their own behalf, or on behalf of another person, partnership association, corporation or other entity:

- a) Directly or indirectly disclose or disseminate Confidential Information to any other person or entity;
- b) Directly or indirectly provide access to password protected areas of the WorldVentures website containing Confidential Information;
- c) Use Confidential Information to compete with WorldVentures or for any purpose other than promoting or supporting their WorldVentures business; or
- d) Use Confidential Information to attempt to influence or induce any Representative, Customer, or employee of WorldVentures to cease or alter their business relationship with WorldVentures.

Upon demand by the company or cancellation/termination of the Representative Agreement, Representatives must agree to return all Confidential Information, original and copies, in their possession, custody or control.

5.13 Indemnification

Representatives are responsible for all verbal and written statements made regarding WorldVentures products, services, and the Compensation Plan which are not included in official WorldVentures materials. Representatives agree to indemnify WorldVentures, its affiliates, its directors, officers, employees, and agents, and hold them harmless from any and all liability, losses, costs or damages including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by WorldVentures as a result of the Representative's unauthorized representations, actions, omissions or other breach of the Agreement.

5.14 Survival

Sections 5.12, 5.13 5.14, 9.3 shall survive any termination or expiration of the Representative Agreement.

5.15 Grievances and Complaints

When a Representative has a grievance or complaint with another Representative regarding any matter related to their respective WorldVentures businesses, the complaining Representative should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's Upline Sponsor. If the matter cannot be resolved, it must be reported in writing only, to the WorldVentures Compliance Department. No telephone calls will be accepted as documentation must be presented in writing, both from the complaining party or parties and ultimately from the individual(s) cited for the possible policy violation. The Compliance Department will review the facts and attempt to resolve the grievance.

Section 6: Marketing and Advertising

6.1 General Marketing and Advertising

Representatives should seek to protect and promote the good reputation of WorldVentures and its services and products. The marketing and promotion of WorldVentures, the opportunity, Compensation Plan, and its products and services should remain consistent with the public interest, be truthful and not deceptive or mislead potential Customers or Representatives in any way. WorldVentures prohibits any Representative from enticing a prospect to join a particular sales organization by showing or displaying copies of commission checks or commission statements. This is considered unlawful enticement and highly illegal in the eyes of the Company and regulators. Representatives



should not make false and exaggerated income claims or misrepresent WorldVentures products/services in any way shape or form.

6.2 Sales Aids and Promotional Material

Marketing materials include any printed, online, or broadcast communications including flyers, brochures, advertisements, banners, websites, emails, telephone or video recordings, presentation materials, signage apparel, etc. WorldVentures does not allow the use of Representative-created marketing material that violates the following:

- 1) does not adhere to WorldVentures policy on use of logos, names, trademarks and copyrights;
- 2) makes specific reference to WorldVentures products, services, pricing, or any component of the Compensation Plan;
- 3) makes any savings claims or guarantees (expressed or implied);
- 4) makes earnings claims or hypothetical earnings calculations (either expressed or implied); or
- 5) presents WorldVentures as an employment opportunity (either expressed or implied).

WorldVentures may allow the creation and use of marketing material that promotes a presentation, meeting or event, as long as the materials meet the above guidelines and are not sold. Any other sales aids or promotional material must be submitted to the Compliance Department for review prior to use.

6.3 Trademarks and Copyrights

Representatives should not use the company's trade names, trademarks, designs, symbols, or any derivative thereof, except in the manner indicated in Appendix I: Internet Advertising and Social Media. This includes their use in any Representative owned and controlled website domain names, URLs, profile names and email addresses. If found, the Representative will be required to release the URL to WorldVentures, or immediately update any profile names or email addresses.

Representatives may not produce for sale or distribution any recorded Company events or speeches, nor may Representatives reproduce for sale or personal use any recording of Company produced audio or video tape presentations.

6.4 WorldVentures' Identity

Representatives are prohibited from representing themselves in any way other than as a "WorldVentures Independent Representative". Representatives may not answer the telephone by saying "WorldVentures", "WorldVentures Incorporated", or in any other way that would lead the caller to believe that he or she has reached the corporate offices of WorldVentures.

6.5 Income Disclosure Statement

When discussing or presenting the WorldVentures opportunity or Compensation Plan to prospective Representatives within the United States, Representatives MUST follow the guidelines set forth in the "Income Disclosure Statement – Usage Requirements" document located in the Back Office. Most states require that every prospect be provided a copy of the most current version of the Income Disclosure Statement and given an opportunity to review it before enrolling as a Representative.

6.6 Income Claims Prohibited

Representatives shall not make claims or representations of potential or guaranteed income or profits that may be earned from operating a WorldVentures business. Representatives shall not show or make available copies of commission checks or copies of any commission statement to prospective Representatives. In addition to the Income Disclosure Statement, hypothetical income examples that are used to explain the operation of the Compensation Plan may be made to prospective Representatives, so long as the Representative who uses such hypothetical examples makes clear that such earnings are hypothetical and the Representative provides the prospect with a copy of the most



current Income Disclosure Statement, where required according to the “IDS – Usage Guidelines” available via the WorldVentures Back Office.

6.7 Media Inquiries

Representatives must not attempt to respond to media inquiries regarding WorldVentures, its products or services, or their independent WorldVentures business. All inquiries must be immediately referred to press@worldventures.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

Representatives are prohibited from representing WorldVentures in any public media arena, including, but not limited to, news releases, articles, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicize WorldVentures or its products, except as approved in writing by WorldVentures. Such requests must be submitted in writing to press@worldventures.com at least thirty (30) days in advance of the media activity.

6.8 Mass Media Advertising

Representatives may not advertise on television, radio, billboards, national print or online publications, mass mailings or other forms of mass media without prior written approval by WorldVentures’ Compliance Department at least thirty (30) days in advance of the planned advertisement.

6.9 Events

WorldVentures supports the practice of Regional Training Events, Super Saturdays, business opportunity meetings, and the like, as they can be valuable education tools when properly held. Representatives may charge up to \$25 per day for any training regarding WorldVentures, however, Representatives should not hold meetings or training sessions in order to provide an additional income stream to those sponsoring the events.

All training events should be open, meaning any Representative from any crossline or upline may attend, as these types of events are business-building opportunities for all Representatives. Attendance at WorldVentures events is not required or a prerequisite for success in the business, nor should it be promoted as such.

6.10 Other Businesses or Programs

Representatives must not market any other business, product, service, seminar, or program in conjunction with the WorldVentures opportunity. This applies to all promotional activities, including but not limited to, marketing materials, events, presentations, verbal solicitations, etc.

6.11 Commercial Outlets

WorldVentures strongly encourages the retailing and selling of its products and services through person to person contact. In an effort to reinforce this method of marketing and to help provide a fair and level playing field for all Representatives, WorldVentures does not permit Representatives to display or sell WorldVentures products, services, or literature in any retail or service establishment without prior written approval from WorldVentures.

6.12 Trade Shows, Expositions and Other Sales Forums

Representatives may display and/or sell WorldVentures products and services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Representatives must contact the Compliance Department in writing for conditional approval, as WorldVentures will only authorize one (1) WorldVentures Representative per event. Final approval will be granted to the first Representative who submits an official advertisement of the event, a copy of the contract signed by both the Representative and the event official, and a receipt indicating that a deposit for the booth has been paid.



Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. WorldVentures further reserves the right to refuse authorization to participate at any function which it does not consider a suitable forum for the promotion of its products, services, or the WorldVentures opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image WorldVentures wishes to portray.

Any promotional material intended for distribution at such events must be submitted for review and approved in writing to the Compliance Department prior to the event. No text may be changed following approval without the material being resubmitted for review.

6.13 Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. It is the responsibility of each Representative to comply with applicable laws and regulations.

In addition, Representatives shall not use automatic telephone dialing systems relative to the operation of their WorldVentures businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers. It is the responsibility of each Representative to comply with applicable laws and regulations.

Section 7: Changes to a WorldVentures Business

7.1 Separation, Divorce, and Dissolution or Change of Ownership of a Business Entity

In the event of a divorce or legal separation of two spouses (hereinafter collectively referred to as "divorce") who are parties to a single Representative Agreement or dissolution of a Business Entity, one of the following methods of operation must apply:

- a) One of the parties, with consent of the other(s), may operate the WorldVentures business. The resigning party(ies) must submit a resignation notice to remove his or her name from the WorldVentures business.
- b) If a mutual agreement cannot be reached regarding the allocation of a business during a pending divorce or dissolution, the company will make no changes in how it treats the business. Once the divorce decree is finalized, WorldVentures will assign the business as outlined in the decree, or in the case of dissolution, as specified in a written agreement signed by all parties involved.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided nor will WorldVentures split commission and bonus checks. If the involved parties are unable to resolve a dispute over the disposition of commissions and ownership of the business, WorldVentures reserves the right to terminate the Representative Agreement in its sole discretion.

A former spouse or owner who relinquishes all rights in a WorldVentures business resulting from a divorce or dissolution may enroll as a new Representative under a Sponsor of their choice, in accordance with Section 5.1.3 of these Policies and Procedures. In such case, the new Representative will have no rights or interest in the downline organization of their former WorldVentures business. Neither WorldVentures nor its employees shall be liable for any damage or injury, or for any loss resulting from compliance with a court order or decree.

Where a Representative Business is held in the name of a business entity and there is a change to the ownership (legal or beneficial) or management control (direct or indirect) of that entity WorldVentures may at its option terminate the Representative Agreement unless the Representative seeks prior written consent of WorldVentures to the proposed



change. WorldVentures may require that a new Representative Agreement and updated business entity forms be submitted if consent is granted.

7.2 Genealogy Placement Change

WorldVentures reserves the right to change the placement of any Representative based on either Enroller input error or computer system input error, within 48 hours following the initial input. If requested within 48 hours, the error will be corrected at no charge. Any request for genealogy placement change made more than 48 hours from the initial input will be subject to a fee if granted. See Appendix II: Fees Matrix for associated fees. Requests made more than one (1) week following initial input will not be considered.

7.3 Sale and Transfer

If a Representative wishes to sell their WorldVentures business the following must be met:

- a) The seller must notify WorldVentures of the intent to sell by submitting the Online Sale and Transfer Form in the Back Office.
- b) Any debt obligations the selling Representative has with WorldVentures, must be satisfied before the sale, transfer, or assignment can be finalized or approved. They must also be in good standing and not in violation of any terms of the Agreement.
- c) If the buyer is an Active Representative, they must meet the requirements outlined in Section 2.5 - One WorldVentures Business per Tax ID, or they must first Cancel their Representative Agreement and wait a period of six (6) months before the new Representative Agreement will be accepted.

Until the transfer is finalized, the seller of the WorldVentures business maintains all rights and obligations to the business and commissions earned. All sales and transfers are subject to approval or rejection by WorldVentures, in its sole discretion. See Appendix II: Fees Matrix for associated fees.

7.4 Succession

7.4.1 Surviving Spouse

In the case of a WorldVentures business consisting of a married couple (Applicant and Co-Applicant) and one dies or becomes legally incapacitated, the WorldVentures business will remain in the name of the surviving or capable spouse. To change the ownership of the business, the surviving or capable spouse must provide a copy of the death certificate or declaration of legal incapacity to WorldVentures.

7.4.2 Passing on a WorldVentures Business

Subject to the automatic rights of a surviving spouse, as outlined in Section 7.4.1, a Representative may choose to pass their WorldVentures business on to a beneficiary(ies) in the event of their death, through a valid will or testamentary document. Notice of a Representative's death should be provided within sixty (60) days of the date of death, and a certified copy of the death certificate must be provided upon request.

Representatives are encouraged to seek the advice of an attorney to ensure the proper transfer of the WorldVentures business. Inheritance of a business does not guarantee that a beneficiary will receive earnings at any particular level. Beneficiaries must meet the eligibility requirements to become a WorldVentures Independent Representative, as outlined in Section 2.2.

If a will designates more than one beneficiary, they must form a business entity and acquire a federal taxpayer identification number. WorldVentures will then issue all bonuses and commissions, as well as one IRS 1099 Miscellaneous Income Tax form, to the entity. If a beneficiary has an existing WorldVentures business, they will be



given 90 days to transfer, sell or terminate one of the WorldVentures businesses. WorldVentures reserves the right to approve or reject a succession transfer.

7.4.3 No Valid Will

If a Representative has no Co-Applicant and has not expressly provided for the transfer of the WorldVentures business in a valid will, WorldVentures will apply intestacy laws of the state where the Representative was resident, and will allow for continuation or canceling of the business, at the choice of the proper heir.

7.4.4 Legal Incapacity and Power of Attorney

Subject to the automatic rights of a surviving spouse, outlined in Section 7.4.1, if a Representative becomes legally incapacitated and has a valid Power of Attorney for Property or a similar authorization, or a person has been designated as the guardian of the Representative (hereinafter "Personal Representative") by a court of competent authority, such Attorney appointed under the Power of Attorney document or similar authorization or court appointed guardian may continue to operate the business on behalf of the legally incapacitated Representative for the duration of such legal incapacity. This may include the authority to receive and control commission payout, if so instructed under the Power of Attorney or similar authorization. Notice of the Representative's legal incapacity must be provided to the WorldVentures Genealogy Department (genealogy@worldventures.com) within thirty (30) days of the date of the declaration of legal incapacity. A certified copy of the declaration must be provided and WorldVentures reserves the right to deny the continued operation of the WorldVentures business by the Personal Representative if it determines they do not meet the eligibility requirements or are not sufficiently authorized or capable of operating the business in compliance with the Policies and Procedures.

7.5 Return of Sales Aids by Representatives

Upon cancellation or expiration of a Representative's Agreement, a Representative may return currently marketable sales aids for a refund. A Representative may only return sales aids purchased by him or her in the prior twelve (12) months. Upon the Company's receipt of sales aids, the Representative will be reimbursed no less than 90% of the original net cost, less shipping charges and commissions and bonuses paid relating to the purchase, if applicable. The refund will be credited back to the same form of payment by which the purchase was made.

For the purpose of this section, "currently marketable" sales aids do not include those if returned for repurchase after the sales aids' commercially reasonable usable or shelf life period has passed; nor shall sales aids be considered "currently marketable" if the company has clearly disclosed prior to purchase that the sales aids are seasonal, discontinued, or special promotion sales aids and are not subject to the repurchase obligation.

7.5.1 Procedures for Sales Aid Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- a) All merchandise must be returned by the Representative or customer who purchased it directly from WorldVentures.
- b) No return shipments will be accepted without prior authorization from the WorldVentures Client Services team.
- c) Merchandise must be returned in their original packaging.
- d) All returns must be shipped to WorldVentures shipping prepaid. The risk of loss in shipping shall be on the Representative. If returned merchandise is not received by the Company, it is the responsibility of the Representative to trace the shipment.

No refund or replacement will be made if the conditions of these rules are not met.



Section 8: Bonuses and Commissions

8.1 Product Sales

The WorldVentures Compensation Plan is based on the sale of WorldVentures products and services to End Consumers. Representatives must fulfill personal and downline organization sales requirements, as well as other responsibilities outlined in the Agreement, to be eligible for bonuses, commissions, and rank advancement.

8.1.1 Commission Payments

Commissions will be paid only to the named individual or entity on the Representative account at the time the payment is due. Payment will not be made to third parties. Payments due prior to a change of ownership of a position will be made to the selling or transferring Representative.

8.1.2 Adjustments for Canceled Services or Returned Products

Representatives receive bonuses and commissions based on the actual sales of products and services to Customers. When a product or service is returned or canceled, and the Customer is entitled to a refund under these Policies or by the law, the compensation and/or volume attributable to the returned or canceled product or service will be deducted in the month in which the refund is given and will continue every pay period until all commissions and bonuses or volume are recovered from those Representatives who received compensation on the sales of the refunded or canceled products or services. In some occasions, this may result in adjustments to rank. WorldVentures reserves the right to issue product refunds at any time, at its sole discretion.

8.1.3 Unclaimed Commissions and Credits

Representatives must claim commission and bonus checks within six (6) months from their date of issuance or as mandated by the state in which they reside. In the case a check needs to be reissued, a \$30.00 charge will be deducted from the balance owed to the Representative.

8.1.4 Errors or Questions

If a Representative believes an error has been made regarding commissions, bonuses, downline reports, or any charges, the Representative must notify WorldVentures within sixty (60) days of the date of the purported error. WorldVentures will not be responsible for any errors, omissions or problems not reported to the company within sixty (60) days.

8.2 Compensation Plan Manipulation

WorldVentures prohibits any conduct or actions which are, or may be perceived as, manipulation of the Compensation Plan for the purpose of qualifying for bonuses and commissions, rank advancement, and/or qualifying for incentives or discounts. Violations of this policy include, but are not limited to the behaviors listed below.

Bonus Buying

Bonus Buying is strictly prohibited and is defined as: a) the enrollment of individuals or entities as Representatives or Customers without their knowledge or consent; b) the enrollment or attempted enrollment of non-existent individuals or entities as Representatives or Customers (“phantoms”); c) the use of a credit card by, or on behalf of, a Representative or Customer who is not the account holder of such credit card, for the purpose of generating additional compensation; d) purchasing WorldVentures products or services on behalf of, or under, another Representative or Customer to qualify for commissions or bonuses; and e) purchase of products or services in amounts that exceed those that can reasonably be for personal use.

Stacking

“Stacking” includes: a) the failure to process the enrollment of a new prospective WorldVentures Representative or Customer in excess of (3) business days after its execution; (b) providing financial assistance to new Representatives or Customers for the purpose of increasing the payout of your marketing organization; or (c) the manipulation of



Representative or Customer Agreements for the purpose of maximizing compensation pursuant to the Compensation Plan.

Third Party Use of Payment Information

Unauthorized use of credit cards or checking accounts is prohibited and will be reported to the proper authorities for settlement. In addition, the Representative involved will be subject to disciplinary action, and the Representative or Customer accounts connected with such unauthorized payment, will be terminated or rejected.

Other Behaviors

Further examples of Compensation Plan manipulation include, but are not limited to 1) purchasing and funding Customer accounts within or outside of the Representative's organization; 2) encouraging other Representatives to purchase or fund Customer accounts; or 3) placing, or encouraging the placement of, Representative businesses in the binary and/or Customer accounts, in a fraudulent, manipulative or deceptive manner.

The examples above are not an all-encompassing list of manipulative behaviors. If WorldVentures determines, in its sole discretion, that a Representative is in violation of any policy related to manipulation of the Compensation Plan, or is building their organization in any way that is designed to artificially maximize payout, WorldVentures reserves the right to take disciplinary action, up to and including suspension and/or termination. Any bonuses and compensation earned during this period will be forfeited and WorldVentures reserves the right to deduct from compensation and adjust qualifications as it is deemed to be necessary and appropriate to the violation.

Section 9: Disciplinary Action and Dispute Resolution

9.1 Forms of Disciplinary Action & Sanctions

These Policies are in place to protect WorldVentures, its Representatives, and the business opportunity for all. Should a violation of the Policies occur, WorldVentures will take the disciplinary action warranted based on the severity and potential damage to the business. These actions are determined in the sole discretion of WorldVentures and include, but are not limited, to the following:

- 1) Warning – issued to provide clarification and understanding of a specific Policy and to educate on ways to correct the violation. A warning notice will advise that continued violation will result in further disciplinary action;
- 2) Suspension – period of time where, or until certain specified conditions are met, in which a Representative is considered “not in good standing”. During the defined Suspension period, a Representative’s account is frozen as well as their rights to conduct WorldVentures business. A Representative in such status may not attend Representative events and eligibility for earning incentives and compensation are revoked. Compensation withheld that would have been earned during the Suspension period, may be forfeited; or
- 3) Termination – complete cancellation of the Representative Agreement and loss of Representative rights, including the right to receive further compensation, whether accruing before or after the date of termination. Following termination, the Representative must immediately cease to represent themselves as a WorldVentures Representative. On termination under this section 9.1, any commissions accrued but unpaid at the date of termination shall be forfeited (“Liquidated Damages”). The Representative and WorldVentures intend that the Liquidated Damages constitute compensation, and not a penalty and acknowledge and agree that the harm caused by a breach of these Policies would be impossible or very difficult to accurately estimate on enrollment as a Representative, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach. WorldVentures may also apply other disciplinary sanctions including but not limited to: a) requiring a Representative to take immediate corrective measures; b) withholding and/or loss of rights to one or more commission or bonus payouts; c) loss of stage recognition and/or commemorative awards and incentive rewards; d) restricting attendance to Representative events; e) withdrawing event training ability/privileges; and/or f) imposing of a fine, in an amount determined by the company, in its sole discretion.



9.2 Right to Appeal

Following the issuance of a disciplinary sanction, the Representative may appeal the sanction within fifteen (15) days from the date of WorldVentures' notice of the disciplinary sanction. This should be done by sending written explanation to the WorldVentures Compliance Department: compliance@worldventures.com, addressing why the disciplinary sanction should be revoked. The disciplinary sanction remains in place during the appeals process, and the Representative submitting the timely appeal will be notified of the final decision. Appeal decisions are final and not subject to further review. If a timely appeal is not received by WorldVentures, the disciplinary sanction will be final. WorldVentures will only consider appeals where new evidence or facts are submitted with the appeal that were not available to WorldVentures when the original sanction was determined.

9.3 Reapplication following Termination

Should a former Representative who has been terminated by WorldVentures want to become a Representative again, that individual must first wait twelve (12) months from the date of termination before being considered for reapplication. Following the twelve (12) month period, the Applicant must submit a request to the WorldVentures Compliance Department at compliance@worldventures.com, stating why they should be allowed to participate in the WorldVentures opportunity once again. WorldVentures, in its sole discretion, will decide whether to allow the individual to enroll and operate a new WorldVentures business. If approval is granted, the individual will have no right to his or her original downline, and must complete and submit a new Representative Agreement and purchase a Representative Business System. If the reapplication is denied, the individual must wait another full calendar year from the date of denial before following the same reapplication process outlined in this section.

In the event that WorldVentures receives and confirms a violation of these Policies and Procedures following the cancellation of the violating Representative's Agreement, and determines in its sole discretion that the violation would have resulted in termination, the WorldVentures business will be treated as a terminated account and will be subject to the Termination and Reapplication terms outlined in this section. The former Representative will be notified in writing of such a status change.

A WorldVentures Representative who has been terminated may not surreptitiously apply to become a WorldVentures Representative as part of another entity or WorldVentures Representative. Such action shall be grounds for discipline, including termination of the other entity or Representative.

9.4 Arbitration

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 claim or causes of action relating to the performance of either an independent Representative and WorldVentures under the Agreement ("Dispute") 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, subject to all limitations contained therein. 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 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 have 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 pending the rendition of a decision or award in connection with any arbitration or other proceedings. For the avoidance of doubt, the claims of different Representatives shall be heard in separate, bilateral arbitration proceedings. WorldVentures does not consent to class-wide arbitration proceedings, and Representatives specifically waive any



and all rights they may otherwise have to class-wide arbitration. Arbitration proceedings and any award shall be kept confidential. No amendment to this arbitration provision shall apply to a Dispute of which WorldVentures had actual notice on the date of the amendment. Any termination of this arbitration provision shall not be effective until 10 days after reasonable notice of termination is given to Representatives or as to Disputes which arose prior to the date of termination.

9.5 Choice of Law

This agreement will be governed by and construed in accordance with the law of the State of Texas, without regard to principles of conflicts of laws.

9.6 Choice of Venue

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.



Appendix I. Internet Advertising and Social Media

At WorldVentures, we understand that when done correctly, internet-based marketing and social media can become an effective tool to help you grow your WorldVentures business. For this reason, as a supplement to *Section 6: Marketing and Advertising*, we have developed the following guidelines to help you properly market WorldVentures products and the business opportunity on the internet.

A. General Electronic Advertising

Representatives may not advertise or promote their WorldVentures business or WorldVentures products or services in any electronic media without the prior written approval of WorldVentures. If written approval is given, a Representative must comply with the following guidelines:

- a. Representatives may not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Representatives;
- b. Representatives sharing personal information collected online shall provide individual consumers with an opportunity to decline the sharing of such information, and if a consumer requests that their personal information not be shared, communication should immediately stop upon such request;
- c. Representatives must abide by all laws and regulations regarding electronic communications;
- d. Representatives may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process;
- e. Representatives may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or material which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
- f. Representatives may not, directly or indirectly, send bulk unsolicited emails to anyone with whom they have had no prior or existing personal or business relationship; and
- g. Representatives shall not use "blind" online ads that make product or income claims which are ultimately associated with WorldVentures products, the WorldVentures opportunity, or the WorldVentures Compensation Plan.

B. Websites

Representative Websites:

Representatives should only market and sell WorldVentures products or services online through the replicated websites offered by WorldVentures, such as your personal *[subdomain].worldventures.biz* website, however, WorldVentures will allow Representatives to operate an independent website to market the products and promote the WorldVentures opportunity provided the Representative has received written approval from the Compliance Department and if the following policies are met:

- a) All content or links that appear on the site must comply with all of the Policies and Procedures.
- b) Whenever possible, use approved material and sales tools provided by WorldVentures.
- c) Modifications to the site must be approved by the Compliance Department prior to publishing, and they should be granted passwords or credentials to any password protected areas of the site.
- d) For purchase of and payment for any WorldVentures products or services, the site should redirect to the WorldVentures website or the Representatives replicated website.
- e) Representatives' websites must clearly indicate that the site is maintained by a WorldVentures Independent Representative. The website must include the following statement, visible and legible, on each page:



“This website is owned and maintained by a WorldVentures Independent Representative. Any opinions expressed on this website are solely made by and the responsibility of the individual Representative, and should not be considered a representation of the opinions of WorldVentures Marketing, LLC.”

- f) WorldVentures reserves the right, in its sole discretion, to withdraw a Representative’s right to continued maintenance of an independent website if at any time the Company believes that withdrawal of such right is in the best interest of WorldVentures.
- g) All websites shall include an appropriate privacy policy that satisfies the requirements of the GDPR and expressly sets out the Representative as a "controller".

Team Support Websites, Applications, and Social Media Groups:

Team sites are intended to provide our top leaders with a means to promote special team events, recognition, conference calls, training, etc. to their sales team. Representatives who have achieved the Marketing Director (MD) rank, or higher, may submit a proposed Team Support Website to the Compliance Department for approval. Team Support Websites must comply with the guidelines outlined in the above section titled “Representative Websites”, however, a team support website may not directly link to any individual Representative’s dot com or dot biz websites, nor shall it be used as a prospecting site. This section extends to social media groups and team applications.

Social Media Sites:

Social media and networking sites can be useful tools in building and maintaining contacts. If a Representative chooses to create a personal website/webpage, blog, or social networking site (Facebook, Twitter, LinkedIn , etc.) the following guidelines apply:

- 1) Content must not include WorldVentures trademarks, logos, or proprietary information, nor may a Representative use WorldVentures or a confusingly similar name as the account name.
- 2) WorldVentures videos or online presentations must not be downloaded and rehosted on the site. Representatives may link to WorldVentures company websites or the Representative’s replicated site to view the videos and presentations.
- 3) “WorldVentures Independent Representative” must be on the home page.
- 4) No attempts to explain the Compensation Plan should be included.
- 5) Content must be professional and appropriate and should not present false or misleading information about WorldVentures or the opportunity.
- 6) Representatives are responsible to ensure that their online material complies with the guidelines in these Policies and Procedures as well as with all applicable federal and state rules and regulations regarding websites.
- 7) All content should be submitted to WorldVentures’ Compliance Department for review prior to publishing and use.

Representatives may also review the *Compliance and Social Media* document available in the Back Office, for a condensed guide on building their business while remaining compliant on social media.

Blogs and Podcasts:

WorldVentures products, services, and opportunity may be discussed in a blog, however, WorldVentures must not be the primary or sole focus of the blog. All content included in the blog must comply with these Policies and Procedures and the functionality for comments by readers must be disabled. WorldVentures discourages Representatives from publishing any independent conference calls or training they have with their team, or distributing such content as a podcast. Any recorded content must receive written approval from the Compliance Department prior to its distribution.



C. YouTube and Video Hosting Websites

We encourage Representatives to link to the YouTube videos found on the WorldVentures official channel: <https://www.youtube.com/user/WorldVenturesTV>. Representatives may link or embed the videos to their own independent website or social media site; however, the videos must not be altered in any way. Representatives may not create their own accounts on any video hosting website to post WorldVentures created videos. Representatives must receive prior written approval before creating an original WorldVentures related video.

D. Paid Advertisements, Pay-Per-Click, Domain Names, and Meta-Data

When choosing terms for use in a domain name, meta-data, or for targeted advertising and pay-per click keywords, Representatives may not use WorldVentures, WV, or any term that may be a derivative of or confusingly similar to any WorldVentures trademark. Additional restrictions include terms that suggest an improper income claim, such as "paidtotravel.com" or entering "rich" in the meta-data or keyword options for online advertisements. WorldVentures reserves the right to request removal or edit of a domain name or advertisement that violates these Policies and Procedures or conflicts with corporate interest. Representatives may advertise their WorldVentures website or their approved independent site, however, they must not mask the display URL to make it appear as another URL.

E. Spamming

WorldVentures prohibits Independent Representatives from sending unsolicited email or other correspondence, including telephone and facsimile. Any lawfully sent email or correspondence regarding WorldVentures, the opportunity, or its products or services must meet the following:

- 1) There must be a functioning "opt-out" notice/button.
- 2) The use of deceptive or false subject lines are prohibited.
- 3) All opt-out requests must be honored.
- 4) Emails/correspondence must adhere to all other marketing and advertising guidelines in these Policies and Procedures.
- 5) Any advertisements sent via email, telephone, or facsimile must comply with the anti-spamming laws for the state or country in which the recipient resides. Representatives must research and comply with all laws concerning unsolicited commercial e-mail.

F. Lead Generation and Affiliate Marketing Programs

WorldVentures does not recommend participation in lead generation programs. Should a Representative participate in such a program, they may not offer or distribute it to another Representative. Lead generation programs include websites that allow for the collection of information from a prospective customer in order to recruit that individual. WorldVentures prohibits the use of affiliate marketing programs. These are programs that reward an individual for referrals or web traffic.



WorldVentures

Appendix II: Fees Matrix

Item	Current Fees
Sale and Transfers	\$50
Business Entities	\$25
Placement Changes	\$25
Sponsorship Changes	\$50
Reactivation following Chargeback	\$50



Glossary of Terms

Customer — A person who purchases WorldVentures membership products for personal use. A Customer may also be a WorldVentures Representative who purchases WorldVentures membership products for personal use.

Active Representative — A Representative who has paid the initial RBS fee and monthly RBS fee, and is eligible to accumulate Sales Volume and Sales Credits towards earning bonuses and commissions.

Agreement - The contract between the Company and each Representative which consists of the Independent Representative Application and Agreement, the WorldVentures Policies and Procedures, the WorldVentures Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by WorldVentures at its sole discretion and accepted by the Representative. These documents are collectively referred to as the “Agreement.”

Back Office — area of the Representative Business System in which a Representative must use login credentials to access.

Business Center — A node or “position” in the WorldVentures Binary Tree, created by the enrollment of a Representative which tracks the sales generated by the Representative and the Representative’s Binary Organization.

Binary Tree — The structure that is formed by the placement of Business Centers that make up the Binary Organization.

Binary Organization — The group of Representative Business Centers placed in the Binary Tree by any individual Representative in direct or indirect relation to his/her Representative Business Center.

Cancel — The termination of a Representative’s business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Company —WorldVentures Marketing, LLC.

Confidential Information — The term “Confidential Information” means all information of business or competitive value to the Company that is not generally known to the public and that is disclosed to or received by a Representative, including but not limited to, analysis, business plans, collections and compilations of information, customer and representative lists or other information, financial and sales information, methods, processes, projections, strategies, structures, techniques, trade secrets as defined by Chapter 134A of the Texas Civil Practice and Remedies Code; identity and information regarding WorldVentures current, former, and potential Representatives; WorldVentures proprietary products, pricing, and compensation structure; WorldVentures business and marketing strategies, WorldVentures sales processes; and WorldVentures financial information.

Downline — See “Marketing Organization” below.

Downline Activity Report — A monthly report generated by WorldVentures that provides critical data relating to the identities of Representatives, sales information, and enrollment activity of each Representative’s Marketing Organization. This report contains confidential and trade secret information which is proprietary to WorldVentures.

Downline Leg — Each one of the individuals enrolled immediately underneath you and their respective Marketing Organizations represents one “leg” in your marketing organization. Each Business Center has two legs—one on the



left and one on the right.

End Consumer — A person who purchases WorldVentures products for personal use rather than for resale to someone else.

Enroller — A Representative who recruits and enrolls another Representative **into the business opportunity or enrolls a new Customer**. The Enroller is typically also the Sponsor of the new Representative.

Immediate Household — Heads of household and dependent family members residing in the same house.

Lineage or Lineage Organization — The legs in your marketing structure that were initially started by the Representative sponsoring a personal Representative, and then extended by recruiting Representatives and Customers personally and that process duplicating. **A Representative's Lineage or Lineage Organization is like the sponsorship family tree.** It comes from those whom the Representative personally introduced and whom they personally introduced, etc. Spillover will not add to your lineage.

Marketing Organization — Each of the Customers and Representatives enrolled immediately underneath a Representative and his/her respective Lineage Organization represents one "leg" in the Representative's Lineage Organization. In the Binary Organization, each Business Center has two legs—one on the left and one on the right.

Official WorldVentures Material — Literature, audio or video tapes, and other materials developed, printed, published and distributed by WorldVentures to Representatives.

Rank — The promotional level that a Representative has achieved pursuant to the WorldVentures Compensation Plan.

Recruit — For purposes of WorldVentures' Prohibited Recruiting Policy (Section 5.2), the term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another WorldVentures Representative to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Sponsor — The Representative to whom front-line lineage is credited when a new Representative or Customer is enrolled into the Company, and to whom Sales Credits and Sales Volume are attributed from Customer sales within the Representative's Binary and Lineage Organization.

Representative Business System (RBS)— An online tool that includes a personalized website and back office system, as well as online training and access to essential sales and marketing tools to help Representatives build their WorldVentures business.

Upline — This term refers to the Representative or Representatives above a particular Representative in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Representative to the Company.

Sales Credit — A point value given to each product.

Sales Volume — The commissionable value of WorldVentures products generated by a Representative or his/ her Binary and Lineage Organization. Sales Volume does not include the Representative's Business System or sales aids.



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