

# **WorldTrips.Club International Policies and Procedures/Terms and Conditions**

## **Executor (ET) and International Sponsor Agreement**

The Distributor (hereinafter called Executor 執行官 or ET) and International Sponsor Agreement is between you, the independent Executor 執行官, (“ET” or “I” or “me”) and WorldTrips.Club LTD., a Hong Kong corporation (“Company” or “WT”).

Note: Executor (執行官 or ET) and Distributor are intentionally used interchangeably throughout the document)

### **1. Integrated Agreement**

The Executor (ET) and International Sponsor Agreement is an integrated agreement that consists of the Executor (ET) Agreement, the International Sponsor Agreement, the Policies and Procedures, the Sales Compensation Plan, and materials pertaining to optional programs, as each may be amended, and are incorporated herein by reference and may be collectively referred to as the “Contract”. Wherever the context will so require, all words using the male gender are deemed to include the female, all singular words will include the plural and all plural words will include the singular.

### **2. Independent Contractor**

I acknowledge and agree that as an independent Executor (ET), I am an independent contractor of the Company; I am not an employee, agent, partner, joint venture or legal representative of the Company or WorldTrips.Club, and except as permitted by the Contract, I am not authorized to act on behalf of the Company or WorldTrips.Club. Nothing in this Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between the Company/WorldTrips.Club and me.

### **3. Marketing of Products and Services**

- a. I understand that there are no minimum purchases or inventory requirements. I agree that I have the right to promote the retail sale of the products and services of WorldTrips.Club in accordance with the terms and conditions of the Contract.
- b. WorldTrips is a premier membership club that promotes wellness, lifestyle, lifelong learning experiences, and personal growth. We promote travel experiences to have fun, build relationships, improve our lifestyle, pursue ongoing learning and personal development. Our membership club utilizes professional licensed and trusted travel agencies to provide our unique travel experiences. All promotion and sales of travel on our website are conducted in partnership with the appropriate partner travel agency. I understand and agree that WorldTrips.Club is not a “Travel Agency”. Therefore, as a member of this club, unless I have the requisite travel licenses, I will not claim or represent that I “sell travel” including tickets, hotels, trips, etc.

- c. I agree not to make any claims about the products, services, and Sales Compensation Plan unless they are contained in the official literature distributed by WorldTrips.Club. The Company agrees to ensure prompt payment of any bonuses due to me under the terms and conditions of the Sales Compensation Plan (“Bonuses”). I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Sales Compensation Plan, including retail sales, and not be in violation of the terms of the Contract. Note: in order to qualify for commissions, a member must become/remain an active Executor.
- d. I will not purchase any product or service solely for the purpose of qualifying for Bonuses.
- e. I agree to encourage, supervise and assist my Downline Organization’s efforts to sell WorldTrips products and services to retail customers.

#### **4. Representations and Warranties**

I represent and warrant that I am authorized to enter the Contract and that I have met all legal requirements to enter a valid contract and to conduct direct selling business or any other acts in relation thereto in the market I am doing business in. When executed and delivered by me and accepted by the Company, the Contract constitutes a legal, valid and binding obligation. I also represent and warrant that: (i) the information provided by me in the Contract is accurate and complete and that the providing of false or misleading information authorizes the Company, at its election, to declare the Contract void from its inception; (ii) the identity document number and/or tax identification number provided in this Executor (ET) Agreement is my correct tax payer identification number for my country of residence; (iii) I, if an individual, am a citizen or a lawful permanent resident in the country I declared in my application or, if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, formed in the country on my application, it is legally formed under the laws of that country in which it was organized and that each member of the business entity has proper legal authorization to conduct business. I represent and warrant that neither I nor my partner/spouse (or if a corporation or other business organization any participant therein who is or should be listed on the Partnership/Corporation Form) have been engaged in Business Activity in another Company distributorship in the six months (one year in the case of those having held a Regional Marketing Director (RMD) equivalent or higher pin-title under the Sales Compensation Plan) immediately preceding my sign up under my Sponsor as identified in this agreement.

#### **5. Authorization to Transfer Personal Information**

In order for the Company to provide international support for my WorldTrips distributorship, I authorize the Company to transfer and disclose personal and/or confidential information, which (a) I have provided to the Company in connection with my distributorship and downline sales organization, or (b) that has been developed as a result of my activity as an Executor (ET), to (i) its parent and affiliated companies, (ii) and to my WorldTrips

independent upline distributors when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize the Company and its affiliated companies to use my personal information for distributor recognition and marketing materials.

## **6. International Sponsor Agreement (“ISA”)**

### **a. ISA and Right to Sponsor**

I understand and agree that pursuant to my Contract with the Company, as an authorized Executor (ET), I may market products and services and sponsor new distributors in the Authorized Country where I have executed my Executor (ET) Agreement. Under this ISA, I may only sponsor new distributors in other Authorized Countries.

### **b. Laws of Authorized Countries**

I acknowledge that each Authorized Country may have specific laws and requirements applicable to me as a sponsor of distributors in that Authorized Country, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all immigration, visa, and registration requirements.

### **c. Sale of Products in Another Authorized Country**

Except for the Authorized Country in which I have executed my Executor (ET) Agreement, I agree that I have not, and will not, either directly or indirectly, sell or distribute any WorldTrips products in an Unauthorized Country.

### **d. Product Purchases in Another Authorized Country**

- i. I acknowledge and agree that WT is not conducting any trade or business in any Unauthorized Country.
- ii. In order to purchase WorldTrips products designed and registered for distribution in an Authorized Country, I agree that I will execute a separate wholesale product or service purchase agreement with the affiliated WorldTrips company designated as the exclusive wholesale distributor in that Authorized Country. I agree that these product or service purchases will be for personal use only and will not be resold.

## **Services Purchase Agreement (WorldTrips.Club)**

1. This Services Purchase Agreement (“SPA”) is between WorldTrips (“WorldTrips.Club”) and me. WorldTrips.Club and I agree and understand that this SPA constitutes a distinct and separate agreement from my Contract with WT. Under this agreement, WorldTrips.Club will offer WorldTrips services for purchase to me. This SPA is an integrated agreement that consists of this SPA and the Policies and Procedures in relation to the purchase of services including memberships, which are incorporated herein by reference.

- i. Subject to the aforementioned Policies and Procedures or special terms disclosed at the time of purchase, all membership and distributorship (including

Executor Business System) purchases are subject to a fourteen (14) Day refund policy. No refunds will be provided after the 14 day period has expired.

### **Product Purchase Agreement (WorldTrips.Club)**

1. WorldTrips may sell physical products and sales aids. This Product Purchase Agreement (“PPA”) is between WorldTrips (“WorldTrips.Club”) and me. WorldTrips.Club and I agree and understand that this PPA constitutes a distinct and separate agreement from my Contract with WT. Under this PPA, WorldTrips.Club will offer WorldTrips products and services for wholesale purchase to me. This PPA is an integrated agreement that consists of this PPA and the Policies and Procedures in relation to product or services purchase, which are incorporated herein by reference.
2. For return policy details, see the Policies and Procedures return policy section.

### **Bonus Payments**

1. I authorize WorldTrips.Club to deposit the payment of any Bonuses to my account at the financial institution designated by me. Options for deposit will be available in the Executor (ET)’s back office. Once chosen, this authorization will remain in full force and effect until
  - i. WorldTrips.Club has received written notice from me of my withdrawal from the program, and
  - ii. WorldTrips.Club has a reasonable opportunity to make such a change pursuant to my notice.
2. I agree that I must notify WorldTrips.Club immediately (i) prior to changing or closing the above account, or (ii) if my financial institution changes my routing number or account number. Failure to notify WorldTrips.Club of account number changes may delay my receipt of Bonuses. If I change my financial institution and/or account number, I must notify WorldTrips.Club in writing one month before I close my existing account.
3. WorldTrips.Club will not be liable to me for failing to access my account or provide direct deposits to my account in a timely manner unless such failure or loss is a direct result of WorldTrips.Club’s gross negligence or intentional misconduct. WorldTrips.Club’s liability will not exceed the amount of the funds that would have otherwise been deposited.

### **Indemnity and Limitation of Liability Agreement**

This Indemnity and Limitation of Liability Agreement is between WorldTrips.Club and me.

1. Indemnity

I will indemnify and hold WorldTrips.Club, and their affiliated companies, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney's fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent WorldTrips business, including without limitation, breach of representations and warranties, material breach of the Contract, PPA, other agreements between the parties, or any other claims or causes of action.

## 2. Limitation of Liability

I agree that the WORLDTRIPS (WT), WorldTrips.Club, and their affiliated companies will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract, PPA, or other agreements between the parties. I agree that the entire liability of WORLDTRIPS (WT), WorldTrips.Club, and their affiliated companies for any claim whatsoever related to my relationship with WORLDTRIPS (WT), WorldTrips.Club, and their affiliated companies, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of products that I have purchased from WorldTrips.Club, and its affiliated companies under the PPA or other agreements.

## 3. Alternative Dispute Resolution

I agree to resolve all disputes with WORLDTRIPS (WT), WorldTrips.Club, and their affiliated companies or with other Distributors related to my independent WorldTrips business through WORLDTRIPS (WT)'s alternative dispute resolution policy.

### **A. Arbitration Agreement**

1. THE CONTRACT IS SUBJECT TO A MEDIATION AND ARBITRATION POLICY. Malaysia SHALL BE THE EXCLUSIVE VENUE FOR MEDIATION, ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THE CONTRACT. The place of origin of the Contract is the Hong Kong, China, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Hong Kong, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes and actions arising under or related to the Contract, or any and all disputes between distributors arising out of or related to a distributorship or the Contract, to enforce the Contract, or any other claim (whether based in contract, tort, statute, law or equity), including the validity of the arbitration provision, place of venue, and jurisdiction, shall be in Hong Kong. The parties consent to the personal jurisdiction of said courts within Hong Kong and waive any objection to improper venue.
2. I agree that any past, present or future claim, dispute, cause of action or complaint, arising under or related to the Contract, or any and all disputes between distributors arising out of or related to a distributorship or the Contract, to enforce the Contract, or any other claim (whether based in contract, tort, statute, law or equity), including those which I may have or allege to have against WORLDTRIPS (WT),

WorldTrips.Club or any of their affiliated companies, or their owners, directors, officers or employees, or any other distributor, which arise as a result of or in connection with my Downline, or my right to sponsor, or my sponsoring and distributor activities, or otherwise arise out of the Contract, will be resolved and settled in accordance with and pursuant to the terms and conditions of the Contract, and by (a) mediation in accordance with the rules and procedures set forth in WORLDTRIPS (WT)'s Mediation and Arbitration Policy ("Arbitration Policy"), which is set forth in the Policies and Procedures or may be viewed online in the My Office section of any division web site; or if not resolved or settled by mediation, by (b) arbitration in accordance with the Arbitration Policy. The arbitration proceedings will be conducted in Hong Kong. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by mutual consent of both parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

3. By accessing any web site of WORLDTRIPS (WT) or WorldTrips.Club, or a web site of an affiliated company, and using the information therein, or by purchasing any products or services made available through said web sites, or purchasing any products from WORLDTRIPS (WT) or WorldTrips.Club or their affiliated companies, or receiving a Bonus from WORLDTRIPS (WT), WorldTrips.Club or their affiliated companies, I agree to be bound by the Arbitration Agreement.

## **B. Inconsistency**

In the event of any conflict between any terms in this document and the Policies and Procedures, the Policies and Procedures will prevail to the extent of the inconsistency.

## **POLICIES AND PROCEDURES**

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## POLICIES AND PROCEDURES

Effective April 30, 2023, these Policies and Procedures supersede and replace any previous versions of the Policies and Procedures. In addition, any express term, course of performance, or course of dealing established under a previous version of the Policies and Procedures is no longer valid or recognized by the Company. These Policies and Procedures, the Sales Compensation Plan describing the compensation structure, and other documents of the Contract (See Definitions Section), constitute the complete agreement between an Executor (ET) and the Company.

In order to protect the rights of Executor (ET)s who comply with provisions of the Contract, failure to comply with the provisions of any of these documents may result in the termination of a Distributorship, the loss of an Executor (ET)'s rights to receive a Bonus or other remedies outlined in the Contract. The Company reserves the right to modify any of these documents but will publish notice of any change at least thirty days before that change is made effective. Gender specific pronouns are randomly alternated throughout the Policies and Procedures.

### Section 1: Definitions

**Authorized Country:** any country designated in writing by the Company as officially opened for business for all Distributors.

**Bonus:** compensation paid by the Company to an Executor (ET) based on the volume of products or services sold by an Executor (ET) and her group, upon meeting all requirements as set forth in the Sales Compensation Plan. Bonus pay periods are calculated on a weekly and calendar-month basis (see comp plan for details).

**Business Activity:** any activity by an Executor (ET) including signing an Executor (ET) Agreement, purchasing products from or returning products to the Company, Sponsoring new Distributors, or other activities that the Company, in its sole discretion, determines to be a meaningful promotion of the Company's business.

**Business System:** the Business System is a non-commissionable, not-for-profit kit and is the only purchase required to become an Executor (ET). The Business System contains electronic versions of the Policies and Procedures, the Sales Compensation Plan, an Executor (ET) Agreement, Product Purchase Agreement, a Partnership/Corporation Form, and other sales and demonstration materials to assist a Distributor in starting and conducting their independent business.

**Commissionable Volume (CV):** this is the basis upon which compensation will be paid to independent representatives. Example: Titanium membership of 100.00 has a Point Value (PV) of 0.8. The CV Commissionable Volume is  $0.8 * 100 = 80$  CV.

**Company:** WorldTrips, WT, and WorldTrips.Club

**Company Approved Sales Aids:** marketing materials approved for use in specific countries designated in writing by the Company.



**Contract:** the electronic executed agreement between an Executor (ET) and the Company composed of these Policies and Procedures; the Sales Compensation Plan; Executor (ET) Agreement; Product Purchase Agreement; Partnership/Corporation Forms; and Supplemental services, International Distribution and Sponsor Agreement and other international agreements. The Contract is the complete and only agreement between the Company and an Executor (ET).

**Corporation:** any business entity such as a corporation, partnership, limited liability company, or other form of business organization legally formed under the laws of the country in which it was organized.

**Distributor:** an independent contractor authorized by the company to purchase and sell products and services, see also Executor (ET).

**Executor (ET):** an independent contractor authorized by the company to purchase and retail products and services. ***NOTE: WorldTrips has selected this word because Executor means “to perform or carry out what is required”, “to create”, and “to make valid” and when our Executor signs an agreement with WorldTrips to do these things, we are making an equal commitment to support our Executors in their efforts to succeed.*** Executors also recruit other Executor (ET)s and receive Bonuses in accordance with the requirements of the Sales Compensation Plan. An Executor (ET)'s relationship to the Company is governed by the Contract. More than one Person may be included on an Executor (ET) Agreement. In such a case, “Executor (ET)” refers to all Persons collectively, although each Person individually has all the Executor (ET) rights. Executors also receive millet/loyalty points, and other membership benefits.

**Distributorship:** the business entity created as Executor (ET)s entering into a contractual relationship with the Company.

**Downline Organization:** a group of Distributors in any Division either directly sponsored or signed by those in a direct chain of sponsorship by other Distributors in the Downline Organization of a particular Distributor. (Note: This only applies to countries that are officially open and allow direct selling model.)

**Group Volume (GV):** the Sales Volume of an Executor (ET) plus the Personal Member Volume (PMV) of all Executor (ET)s in his group (does not include your personal volume)

**International Distribution and Sponsor Agreement:** The Agreement between an Executor (ET) and WorldTrips pursuant to which such Executor (ET) obtains the right from WorldTrips to act as an International Sponsor. A separate International Distribution and Sponsor Agreement may be required for each country, territory, or other political jurisdiction in which an Executor (ET) desires to conduct business as an International Sponsor.

**International Sponsor:** An Executor (ET) in good standing, authorized under an International Sponsor Agreement to act as a Sponsor in an Authorized Country outside the

country, territory, or other political jurisdiction in which that Executor (ET) first established a Distributorship with the Company.

**Maximum Volume Contribution% (MVC%):** the maximum % of any directly sponsored ET's Group Volume that can be applied to qualifying for the Ranking Bonus. For example: the Ranking Bonus for RMD Regional Marketing Director is 20,000 Group Volume (GV). The maximum any one ET's Group volume can contribute is 50%. Therefore, no more than 10,000 GV of the required 20,000 GV from one Executor can count toward the bonus. The other 10,000 GV must come from one or more additional ET's Group Volume. The concept is to drive strength in teams which leads to long term group success and stability. See the compensation plan for details and calculations.

**Member/Customer:** WorldTrips has many customers who purchase our products but do not retail or recruit other members. They enjoy using our products and services. Members do not qualify to earn commissions; however, they do earn millet/loyalty points, and other member benefits in our programs.

**Membership Levels:** Gold, Platinum, and Titanium levels are available for purchase on a monthly, 6-month, and yearly basis. Certain benefits apply to longer-term memberships, see official promotional documents for current benefits and pricing.

**Partnership/Corporation Form:** a supplemental document to the Executor (ET) Agreement. The Partnership/Corporation Form must be completed and signed by a partnership, corporation, or other legal entity (See Corporation definition) applying to become an Executor (ET). The Partnership/Corporation form should list all Persons who are partners, shareholders, principals, officers, directors or members.

**Person:** an individual, corporation, partnership, or other legal entity.

**Personal Member Volume (PMV):** the sales volume of your monthly personal membership and your directly sponsored members (does not include directly sponsored Executor sales volume)

**Personalized Sales Aid:** business cards, letterhead, stationery, envelopes, note pads, self-stick labels, name badges or Direct Selling Association cards imprinted with the Company names or logos and a Distributor's name, address, telephone number and other personal contact information.

**Point Value (PV):** nearly all products and memberships have a Point Value (PV). The total PV of all product and membership orders placed by you and your business group can help qualify for higher monthly bonuses. See comp plan for additional details.

**Policies and Procedures:** the policies governing how an Executor (ET) is to conduct his business as set forth in this document and defining all rights and relationships of the parties.

**Product Purchase Agreement:** a separate wholesale purchase agreement between an Executor (ET) and Affiliated Company in a country outside Hong Kong governing the

purchase, sale and return of products in that country. Prior to entering into a Product Purchase Agreement an Executor (ET) must enter into an Executor (ET) Agreement with WorldTrips allowing the Executor (ET) to act as an Executor (ET) in that specific country.

**Physical Products** purchased under the terms of the Product Purchase Agreement may be resold only within the country in which such products were purchased, otherwise all purchases are not for resale.

**Qualification Volume (QV):** the number of points for qualification purposes that are generated when the product or membership is sold (ex: each Titanium membership, 100.00 per month will generate 100 QV)

**Sales Aid:** any material used in the offer or sale of products or services, recruitment of prospective Distributors, or training of Distributors, which makes reference to the Company, its Affiliated Companies or Divisions, the products, the Sales Compensation Plan, or the trade names or logos.

**Sales Compensation Plan:** the specific plan utilized that outlines the details and requirements of the compensation structure for Distributors.

**Sponsor:** an Executor (ET) that signs another Executor (ET) directly beneath her account in the Sponsor's Downline Organization.

**Trinary Bonus Pairing Index:** WT's Trinary Bonus utilizes a high tech pairing index to calculate the maximum dollar payout through the deepest levels in your organization. Commissions paid on transactions very deep in your organization may be adjusted slightly to hit the designated amounts but not overpay the comp plan targets (thus creating a sustainable business model).

**WorldTrips:** WorldTrips.Club LTD., a Hong Kong corporation.

## **Section 2: Becoming an Executor (ET)**

A. A Person may become an Executor (ET) by purchasing a Business System and completing, signing, and returning an Executor (ET) Agreement and a Product Purchase Agreement to the Company and by purchasing the Business System directly from the Company. No other purchases are required; product and service purchases are optional. The Executor (ET) is bound by the Contract as set forth in Executor (ET) Agreement. The Company reserves the right, in its sole discretion, to refuse or accept any application for Distributorship.

- 1) A Business System must be purchased directly from the Company. No product purchase is required upon sign-up as an Executor (ET).
- 2) Executors (ETs) must file an electronic Executor (ET) Agreement in their country of residence. An Executor (ET) Agreement that is incomplete, incorrect in any respect or filed in the wrong country may be considered invalid.

- 3) If in the event the company is required by government requests, the company may request an Executor (ET) to provide proof of residency and proof of her ability to legally conduct business in the country that corresponds with the Distributor's Executor (ET) Agreement. If an Executor (ET) fails to provide that documentation, the Company may declare an Executor (ET) Agreement void from its inception.
- B. An Executor (ET) Identification number will be issued upon acceptance of the Executor (ET) Agreement. In order to support local government requirements, the company reserves the right to collect National Registration Identification Card (NRIC) Number, Foreign Identification Number (FIN) or other identity document number, Business Registration Numbers must be provided to the Company for tax purposes. All Bonuses are paid to the Primary Executor (ET)'s account.
- C. For a corporation, the following requirements must be met:
- 1) the Executor (ET) Agreement and Product Purchase Agreement must be signed by all participants of the Corporation. Upon request by the Company, each participant of the Corporation must provide proof of residency and proof of the ability to legally conduct business in the country which corresponds with the Corporation's Executor (ET) Agreement. If a participant fails to provide that documentation, the Company, at its election, may declare the Executor (ET) Agreement void from its inception; in the case of a Corporation, the Partnership/Corporation Form must contain the names and National Registration Identification Card (NRIC) Numbers, Foreign Identification Numbers (FIN) or other identity documents numbers of the principal officers (president, vice-president(s), secretary, and treasurer), members of the board of directors, and all shareholders.
  - 2) In the case of a partnership, the Partnership/Corporation Form must contain the names and National Registration Identification Card (NRIC) Numbers, Foreign Identification Numbers (FIN) or other identity documents numbers of all partners.
  - 3) a corporation must provide the Company with a Business Registration Number and a copy of Registry of Companies and Businesses (RCB) Certificate issued by the relevant Registry of Companies and Businesses in the country of operation; and
  - 4) a Distributor may not convey, assign, or otherwise transfer any right conveyed by the Executor (ET) Contract to any Person without the express, prior written consent of the Company. The Executor (ET) may delegate his responsibilities but is ultimately responsible for insuring compliance with the Contract and applicable laws and regulations. Any Person working with or for the Distributor as part of her Distributorship will do so only under the Distributor's direct supervision.
- D. An applicant or Executor (ET) is prohibited from submitting any false or inaccurate information to the Company. An Executor (ET) must inform the Company of any changes affecting the accuracy of the Executor (ET) Agreement or Partnership/Corporation Form. The Company reserves the right to immediately

terminate a Distributorship or declare the Executor (ET) Agreement void from its inception, if the Company determines that false or inaccurate information was provided.

- 1) Changes to a Distributorship must be submitted on a new Executor (ET) Agreement or Partnership/Corporation Form with "Amended" written across the top. The document must be signed by all parties to the Distributorship and returned to the Company.
- 2) The Company charges a fee to change an Executor (ET) Identification Number. There is no charge for a change of address, telephone number, addition of Persons, or the correction of clerical errors.

E. A Person becomes an approved Executor (ET) on the date the Executor (ET) Agreement is received and accepted at the Company's corporate office. A Person must become an approved Executor (ET) by the last working day of the month in order to be included in that month's Bonus and qualification computations.

### **Section 3: Restrictions on Becoming an Executor (ET)**

- A. An applicant must be at least 21 years of age. If the applicant is over 18, but has not yet reached the age of 21, he may sign up if his parents also sign on the Executor (ET) Agreement to indicate the parents' consent to the individual becoming an Executor (ET).
- B. An Executor (ET) may not have a simultaneous beneficial interest or participate in more than one Distributorship. A beneficial interest includes but is not limited to any ownership interest, any rights to present or future benefits, financial or otherwise, rights to purchase at wholesale prices, recognition or other tangible or intangible benefits associated with a Distributorship.
  - 1) An individual has a beneficial interest in the Distributorship of a spouse or co-habitant. If a spouse or co-habitant of an Executor (ET) wishes to become an Executor (ET), he must be added to the Distributorship previously formed by the spouse or co-habitant.
  - 2) A husband and wife may have separate distributorship accounts as long as one spouse is the sponsor of the other spouse. (If two distributors become married, they must retain their original accounts, no changes allowed.)
  - 3) Any Person who should be listed on the Partnership/Corporation Form of a Corporation is considered to have a beneficial interest in the Distributorship existing in the name of that Corporation. If that Person wishes to become an Executor (ET), that Person must be added to the Distributorship previously formed with that Corporation.
  - 4) A Corporation is considered to have a beneficial interest in the Distributorship existing in the name of any Person listed on its Partnership/Corporation Form. To become an Executor (ET), that Corporation must be added to the Executor (ET) Agreement previously formed with that listed Person.

5) No Corporation may become an Executor (ET) if any Person who should be listed on the Corporation's Partnership/Corporation Form is already an Executor (ET) under another Executor (ET) Agreement.

C. An Executor (ET) (including a Corporation or any participant therein who is or should be listed on the Company Information Sheet) may establish a distributorship under a different Sponsor only under one of the following circumstances:

- 1) For Executor (ET)s who held a Regional Marketing Director (RMD) or higher pin-level within the two years prior to the last incidence of "Business Activity," that Executor (ET) must have not engaged in "Business Activity" for the one-year period prior to establishing a new distributorship.
- 2) For Distributors who did not hold a Regional Marketing Director (RMD) or higher pin-level within the two years prior to the last incidence of "Business Activity," that Executor (ET) must have not engaged in "Business Activity" for a six-month period prior to establishing a new distributorship.

As used herein, "Business Activity" includes signing an Executor (ET) Agreement, purchasing products from or returning products to the Company, Sponsoring new Executor (ET)s, or other activities the Company, in its sole discretion, determines to be a meaningful promotion of the Company's business.

D. An Executor (ET) who has engaged in Business Activity may not at any time acquire an interest in or merge with a pre-existing distributorship under a different Sponsor.

E. An Executor (ET) may not have or acquire a present or future ownership interest in or establish another Distributorship in the name of a family member or an unrelated individual.

F. An Executor (ET) may not encourage, entice, or otherwise assist another Executor (ET) to transfer to a different Sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Executor (ET) to terminate an existing Distributorship and then re-sign under a different Sponsor.

In the event the Company concludes that an inappropriate line switch has occurred, in addition to other remedies listed in Section 6 the offending Distributor may be penalized and the second-in-time distributorship shall be returned to and be merged with the first-in-time distributorship. The Company may also impose penalties on any distributorship that solicits or entices an existing Distributor to change lines of sponsorship.

G. An Executor (ET) who wishes to change his status from that of an individual Executor (ET) to a participant in a Corporation (see Section 1) Distributorship under the same Sponsor may do so at any time, subject to applicable law and upon completion and delivery to the Company of the requisite Partnership/Corporation Form.

- H. An Executor (ET) may dispose of, transfer, or otherwise assign her Distributorship assets in any manner allowed by the Contract and applicable law (including sale, gift, or bequest) with the prior written consent of the Company, which will not unreasonably be withheld. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by the Company, will not be recognized as assets of the transferee on the records of the Company until the Company has received written notification of the transfer and has given its formal written approval. The Distributorship transferred is subject to all remedial measures under the Contract that may have arisen prior to the transfer.
- I. An Executor (ET) may not convey, assign, or otherwise transfer any right conveyed by the Contract to any Person or entity without the express, prior written consent of the Company, which consent will not be unreasonably withheld. An Executor (ET) may delegate her responsibilities but is ultimately responsible for ensuring compliance with the Contract and applicable laws. Any Person working with or for the Executor (ET) as part of her Independent Distributorship will do so only under the Distributor's direct supervision.

#### **Section 4: Responsibilities of an Executor (ET)**

- A. An Executor (ET) is an independent contractor.
  - 1) An Executor (ET) is not an agent, employee, partner, or joint venture with the Company. An Executor (ET) is prohibited from representing himself as such.
  - 2) Executors (ET)s are independent entrepreneurs.
- B. An Executor (ET) must represent the products, services, and opportunity ethically and professionally.
  - 1) No representation or sales offers may be made relating to products and services which are not accurate and truthful as to price, grade, quality, performance, and availability.
  - 2) No unreasonable, misleading, or unrepresentative earnings claims may be made. No income guarantees of any kind may be made. Exhibiting actual or facsimile Bonus cheques is prohibited.
- C. An Executor (ET) may not solicit or entice any other Executor (ET) whom he did not personally sponsor to sell or purchase products or services other than those offered by the Company. To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its Distributors. The Executor (ET) agrees that a violation of this rule inflicts irreparable harm on the Company and agrees that injunctive relief is an appropriate remedy to prevent that harm.
  - 1) An Executor (ET) who at any time has achieved a pin level of Regional Marketing Director (RMD) and above, and/or any participants in such Distributorships, shall not:

- a. directly or indirectly join or participate in any other direct selling or network marketing business or sell or promote any products or services competitive with WorldTrips; or
  - b. directly or indirectly and whether on their own behalf or with or for any other person solicit, promote or recruit any member of their Downline Organization to join or participate in any other direct selling or network marketing business or sell or promote any products or services competitive with WorldTrips.
- D. An Executor (ET) is responsible for his own business decisions and expenditures.
- E. An Executor (ET) must comply fully with the Contract.
- F. An Executor (ET) is personally responsible for compliance with all applicable national, state, province, municipal and local laws and regulations.
- G. There are no exclusive territories or franchises; an Executor (ET) has the right to operate anywhere in the Executor (ET)'s country of residence.
- H. Executors (ET)s may only conduct the business in Authorized Countries. An Executor (ET), who wishes to conduct business in an Authorized Country outside the country of his or her legal citizenship, must ensure compliance with all applicable regulations of the Authorized Country. In addition, every Executor (ET) must sign an International Distribution and Sponsor Agreement and the country specific Product Purchase Agreement for conducting business in an Authorized Country outside of his/her country of legal citizenship which must be accepted by the Company prior to any international activity in the Authorized Country. The Company, in its sole discretion, reserves the right to reject or revoke the International Sponsoring rights of an Executor (ET) in any Authorized Country.
- I. The Company may take disciplinary action against a Distributorship as outlined in Section 6 of these Policies and Procedures and elsewhere in the Contract if the Company determines, in its sole discretion, that the Distributor's conduct or the conduct of any participant to the Distributorship is detrimental, disruptive, or damaging to the reputation of the Distributor network or the Company.

## **Section 5: Sales Compensation Plan**

- A. An Executor (ET) receives no compensation for sponsoring other Executor (ET)s.
- B. An Executor (ET) is neither guaranteed a specific income nor assured any level of profit or success. An Executor (ET)'s profit and success can come only through the successful sale of products or services and the sales of other Executor (ET)s within the Executor (ET)'s Organization. All success is based primarily on the efforts of the Executor (ET).



- C. Without affecting an Executor (ET)'s right to retail profits based on his sale of products or services, an Executor (ET) can receive a Bonus only if, on a monthly basis, he fulfills all requirements of the Sales Compensation Plan, including but not limited to, retail sales requirements, and is not in default of any material obligations under the Contract.
- D. An order for products or services to be resold is included in the Bonus and qualification computations for a given week or month only if received on or before the last business day of that period (week or month). Qualification and calculation of bonuses is subject to any cooling off and return policy requirements. If a Company credit is issued on products or services ordered but not available that month, Personal Sales Volume for those products or services will only be included in Bonus qualification computations for the month in which that credit is redeemed.
- E. Each Executor (ET) receiving a Bonus agrees to retain documentation, for at least four years, evidencing retail sale of products in the month for which the Bonus was paid. Each Executor (ET) agrees to make this documentation available to the Company at the Company's request. An Executor (ET)'s failure to do so constitutes a breach of the Contract and entitles the Company to recoup any Bonus paid for orders in a month for which retail sales documentation is not maintained.
- F. In addition to any recoupment rights provided above, the Company reserves the right to recoup any Bonuses paid to any Executor (ET)s on products or services:
- 1) returned under the Company's refund policy or exceptions thereto established by an authorized Distribution Center.
  - 2) returned to an authorized Distribution Center under any applicable law; or
  - 3) returned in relation to any incident of Distributor misconduct, including but not limited to unauthorized or misleading representations made either in connection with the offer or sale of any product or service, the opportunity or operation of the Sales Compensation Plan; or
  - 4) stolen or obtained by fraudulent means.
- G. In recouping Bonus payments as provided in this Section 5, the Company, in its sole discretion, may require direct payment from an affected Distributor or offset the amount of the recoupment against any present or future Bonus.
- H. A Bonus is paid by to the name of applicant number one in the Executor (ET) Agreement.
- I. To the extent required by law, the Company will send notification of an Executor (ET)'s product or service purchases and Bonus payments to relevant tax authorities.

## **Section 6: Breach of Contract/Termination of Contract Procedures**

- A. An Executor (ET)'s rights under the Contract are conditioned upon and subject to the Executor (ET)'s continued performance in accordance with the terms of the Contract. Upon failure by an Executor (ET) to perform her obligations as set forth in the Contract, the Executor (ET)'s rights cease. The Company may excuse an Executor (ET)'s non-performance in whole or in part without waiving its rights and remedies under the Contract. Furthermore, in addition to, or in lieu of terminating the Contract, the Company may:
- 1) provide oral or written notification to the Executor (ET) of the Company's concerns and of the Company's intent to discontinue the Executor (ET)'s rights under the Contract if the Executor (ET)'s non-performance continues.
  - 2) closely monitor the Executor (ET)'s conduct over a specified period of time to ensure performance of the contractual duties by the Executor (ET).
  - 3) require additional assurances by the Executor (ET) that performance will be in compliance with the Contract. Further assurances may include requiring the Executor (ET) to take certain actions in an effort to mitigate or correct the Executor (ET)'s non-performance.
  - 4) deny privileges that are awarded to Executor (ET)s from time to time by the Company or cease performing the Company's obligations under the Contract, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, placement of product or service orders, promotion within the Sales Compensation Plan, or participation by the Executor (ET) as an International Sponsor.
  - 5) discontinue or limit payment of Bonuses from all or any part of the Distributor's and Downline Organization's sales based on the premise that because of the Distributor's non-compliance, the Executor (ET) is not entitled to Bonuses;
  - 6) reassign part or all the Downline Organization to a different Sponsor; and
  - 7) seek injunctive relief or other remedies available by law.
- B. The following procedure applies when the Company investigates an alleged violation of the Contract:
- 1) the Company will either provide verbal notice or send a written notice of the alleged breach of Contract to the Executor (ET). Each Executor (ET) agrees that the relationship between an Executor (ET) and the Company is entirely contractual. Accordingly, the Company will neither honor nor respect any claim by an Executor (ET) that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of the Company in contradiction of the terms of the Contract, or is otherwise implied in fact;

- 2) in a case when written notice is sent, the Company will give the Executor (ET) twenty(20) business days from the date of dispatch of a notification letter during which the Executor (ET) may present all his information relating to the incident for review by the Company; the Company reserves the right to prohibit activity (e.g. placing orders, sponsoring, modifying Executor (ET) information, receiving Bonuses, etc.) by the Distributorship in question from the time notice is sent to the Executor (ET) until a final Company decision is rendered;
  - 3) on the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of an Executor (ET)'s Contract. The Company reserves the right to impose remedies for similar Contract violations on a case-by-case basis. The Company will promptly notify the Executor (ET) of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched; and
  - 4) additional information outlining an appeal of the decision by the Company and the Company's Mediation/Arbitration policy noted in Section 30(B) herein will be provided upon request from the Company.
- C. An Executor (ET) may terminate his Contract at any time, and for any reason, by sending a written notice of intent to terminate to the Company. Termination becomes effective as of the date the Company receives written notice of termination or such later date as may be specified in the termination notice. Certain obligations regarding confidentiality of information and the Executor (ET) network survive termination of the Contract as outlined in Section 17 of these Policies and Procedures.
- D. The act of any participant in a Distributorship or spouse or partner of a Distributor is attributable to the Distributorship and remedies, including termination of the Contract, necessitated by that act may be applied to the Distributorship generally.
- E. The Company will not review any violation of the terms and conditions of the Contract not brought to the Company's attention within two years of the initiation of the alleged violation. Failure to report a violation within the two-year period will result in the Company not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of Distributorships. All reports of violations must be in writing and sent to the attention of the Company's Compliance Committee (CC).

## **Section 7: Becoming a Sponsor**

- A. An Executor (ET) may act as a Sponsor only if the Executor (ET) meets all requirements and accepts all responsibilities described in the Contract.
- 1) An Executor (ET) may refer Persons to the Company as applicants to become Executor (ET)s. Upon acceptance by the Company of the Executor (ET) Agreement form, applicants are placed in the Downline Organization of the Sponsor listed on the Executor (ET) Agreement.

2) In order to be a successful Sponsor, an Executor (ET) should assume training and support obligations for Executor (ET)s in her Downline Organization. An Executor (ET)'s success can come only through the systematic retail sale of Company products or services and the retail sales of other Executor (ET)s within his Downline Organizations.

B. An Executor (ET) is entitled to sponsor other Executor (ET)s only in Authorized Countries.

### **Section 8: Responsibilities of a Sponsor**

A. To be a successful leader of the Distributors in his Downline Organization, a Sponsor should fulfill the following responsibilities:

- 1) a Sponsor should give regular retail sales and organizational training, guidance, and encouragement to her Downline Organization. A Sponsor should maintain contact with all of her group members and be available to answer questions;
- 2) a Sponsor should exercise his best efforts to ensure that all Independent Distributors in his Downline Organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;
- 3) a Sponsor should intervene in any disputes arising between a customer and any of her Downline Organization and attempt to resolve the dispute promptly and amicably; and
- 4) a Sponsor should provide training to ensure that product or service sales and opportunity meetings conducted by his Downline Organization are conducted in accordance with the Contract and in accordance with any applicable laws, ordinances, and regulations.

### **Section 9: Not Applicable**

### **Section 10: Ordering Products or Services and Personalized Sales Aids**

A. A Distributor may order products and Sales Aids in authorized countries. Products and Sales Aids ordered in a given country in which a Distributor is authorized will be delivered and may be sold only in that country. There is no minimum order. However, shipping and handling costs may vary depending on the amount of products ordered.

B. A Distributor has no specific inventory requirements. A Distributor must use his own judgment in determining inventory needs based upon reasonably projected retail sales and personal use. A Distributor is prohibited from ordering more than a reasonable inventory. By placing an order, a Distributor certifies that she has resold products and documented the sale and sold or consumed at least 80% of any previous orders. The

Company reserves the right to verify Distributor resale of product inventory and inspect documentation of retail sales.

- C. Orders may be placed at an authorized Distribution Center in an authorized country; via email, by telephone; or mailed, or delivered to an authorized Distribution Centre for processing. If the order is mailed, the Product Order Form must be fully completed.
  - 1) Payment must be made by credit card, cash, Company credit or direct debit or other forms of payment specified in the company website/back office.
  - 2) Orders are not shipped until they are paid in full.
- D. Orders must be received by the company by the last working day of the month to be included in that month's Bonus and qualification computations.
- E. A Company credit may be issued in instances of overpayment, product exchanges, or in other circumstances when an order cannot be completely filled. Personal Sales Volume and Group Sales Volume will be credited when the Company credit is used.
- F. Personalized Sales Aids may be ordered via email, or mailed, sent via facsimile, or delivered to an authorized Distribution Centre for processing. To ensure accuracy of information, no telephone orders will be accepted. The Business Cards/Stationery Order Form must be fully completed (the form is available at showcase)
  - 1) Payment must be made by cash or credit card.
  - 2) Personalized Sales Aids are returnable or refundable only as stated in Section 12(D).
- G. The Company maintains the right to change product or service prices without prior notice.
- H. The Company has established suggested retail prices for products based on competitive pricing in each market. Maintaining retail pricing for non-distributors helps to preserve the value of the Company's products and business opportunity. The Company may take disciplinary measures, including possible termination of a distributorship, in the event the Company determines that a distributorship resells products at price levels that impair the viability of bona fide retail pricing for other distributorships. The selling of the Company's products in the market below the Company's distributor wholesale price in that market is strictly prohibited.
- I. An Executor (ET) is prohibited from submitting orders in the name of another Executor (ET) without the other Executor (ET)'s specific, prior, written approval for that order.
- J. Any payment, which is not supported by sufficient funds, constitutes a breach of the Contract. Where necessary, a service fee will be charged.

- 1) If an acceptable payment is not promptly made, the Personal Sales Volume and Group Sales Volume of the order will be withdrawn.
  - 2) The Company reserves the right to offset the outstanding amount against any Bonuses, present or future, of the Executor (ET).
  - 3) If more than one Person is listed on the Executor (ET) Agreement, all Persons will be held jointly and severally liable for the outstanding amount.
- K. An Executor (ET) is prohibited from using another individual's credit card.
- L. An Executor (ET) can only use his/her own credit card.

### **Section 11: Product Exchange Policy**

- A. Executor (ET)s must inspect all products ordered at the time of delivery. Once accepted by an Executor (ET), upon delivery, the products delivered shall be deemed to conform to such Executor (ET)'s order and free from defects.
- B. The Company will exchange products if the returned products are damaged in shipment, are incorrectly sent, or are of substandard quality.
- 1) Whenever possible, returned products will be replaced with undamaged products of the same item. However, when an exchange for the same item is not feasible, the Company reserves the right to issue a Company credit for the amount of the returned products.
- A. To exchange products, the Executor (ET) must comply with these rules:
- 1) the request for exchange must be made within thirty (30) days of delivery;
  - 2) prior authorization from the Company is required to initiate the exchange. Please contact the customer service department on the correct procedure for returning the products;
- B. Other than those made in Sales Aids, no warranties or conditions by the Company may be implied in a contract of sale of the products by WorldTrips to an Executor (ET) whether as to quality, merchantability, fitness for a particular purpose or otherwise and no such warranties or conditions are given or offered by the Company.

### **Section 12: Refund Policy**

- A. The Company will refund ninety percent (90%) of the price paid by the member if returned within ninety (90) days. Refunds may also be impacted by unrecoverable Bonuses already paid. Determination is based on the product returned be reasonably sound, unopened, unaltered, resalable, and restock able products. In order for the Company to correctly back out the applicable Bonuses on returned products, it is

critical that the original sales order number from the invoice be retained. This number must be provided to the Company at the time the request for a refund is made.

- B. Sales Aids (not including personalized sales aids) produced and sold by the Company that are returned within ninety (90) days of the order date may be refunded 90% of the price and must be unopened, unaltered and resalable.
- 1) Products otherwise sold individually but purchased as part of a kit or package may be returned if the product is current, unopened, and resalable.
  - 2) The Company Refund Policy may not apply to certain product promotions. In these cases, specific, prior notification will be provided.
  - 3) Acceptable refund alternatives include company credit and refunds directly to a customer's account. The actual form of refund will be based upon local payment procedures and the original form of payment.
- C. To obtain a refund for returned products or Sales Aids, an Executor (ET) must comply with these procedures:
- 1) the Executor (ET) must present the sales receipt for refund or product return;
  - 2) the Company will provide the Executor (ET) with the correct procedures and location for returning the products or Sales Aids. All return shipping costs must be paid for by the Executor (ET);
  - 3) products or Sales Aids sent to the Company without prior authorization will not qualify for a refund and will be returned to the Executor (ET) at the Executor (ET)'s expense;
  - 4) this refund procedure may vary in jurisdictions where different repurchase requirements are imposed by statute. Applicable jurisdictional laws may dictate the terms of the refund policy; and
  - 5) the Company reserves the right to require an Executor (ET) to repay Bonuses paid to him on products returned by the Executor (ET)'s Downline Organization. This may be achieved either through contact with the affected Executor (ET)s for direct repayment or by withholding monies from present or future Bonus payments. This policy encompasses all refunds allowed under the Company's Refund Policy.
  - 6) Extension of the refund policy as required by applicable law, or instances in which Executor (ET) misconduct, misrepresentation, or other extenuating circumstances necessitates a Company refund that differs from the stated refund policy will be considered on a case-by-case basis and reviewed at the Company's discretion.
- D. Personalized Sales Aids are not returnable or refundable unless an error in printing has occurred. Personalized Sales Aids with printing errors must be returned to the

Company within thirty (30) days of their receipt. Written approval for the return must be received from the Customer Service Department prior to shipment to the Company.

E. The Executor (ET) acknowledges that administrative time and costs will be incurred by the Company to retain products and/or Sales Aids purchased but remain uncollected by and/or undelivered to the Executor (ET). Accordingly, the Executor (ET) agrees that IN THE EVENT THAT:

- 1) when collection is to be made by the Executor (ET) and the Executor (ET) fails or neglects to collect any products and/or Sales Aids purchased from the Company within seven (7) days from the date of purchase, the Company will deliver the purchased products and/or Sales Aids to the address as provided by the Executor (ET) at reasonable delivery charges and if such products and/or Sales Aids cannot be successfully delivered to the Executor (ET) and the Executor (ET) fails or neglects for whatsoever reason to collect the products and/or Sales Aids from the Company within six (6) months from the date of purchase; or
- 2) where the Executor (ET) has requested the Company and the Company has agreed to deliver any products and/or Sales Aids to the Executor (ET) but the Company is unable to deliver such products and/or Sales Aids to the Executor (ET) due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by the Executor (ET), and the Executor (ET) fails or neglects to collect the products and/or Sales Aids from the Company within six (6) months from the date of purchase, THEN upon the expiry of the aforesaid period of six (6) months, the Executor (ET) shall be deemed to have irrevocably and unconditionally, (a) surrendered all rights, title and interest in and to such products and/or Sales Aids or to a refund of the purchase price or any part thereof under this Policies and Procedures; and (b) authorized the Company and the Company shall be entitled at its absolute discretion, without any liability or further reference, notice or account to the Executor (ET), to dispose of or deal with any such products and/or Sales Aids in any manner as the Company deems fit or expedient, including without limitation the donation of such products, Sales Aids and/or goods exchanged therefor for charitable and/or humanitarian purposes.

### **Section 13: Retail Customer Refund Policy**

- A. An Executor (ET) must offer a fourteen (14) day, cooling off period to her retail customers and notify each retail customer by a legally prescribed form of her right to rescind/terminate the retail sale contract within fourteen (14) days commencing the day after the contract is made and provide to the retail customer the legally prescribed form of the notice of rescission for the retail customer's use if she so chooses. During the cooling off period, no products may be delivered to the retail customer and no payment may be accepted from the retail customer unless she has given a written notice, seventy-two (72) hours or more after signing the retail sale contract, requiring delivery before the expiry of the cooling off period.
- B. The retail sale contract with a retail customer who serves a notice of rescission within the cooling off period, will be deemed to be rescinded/terminated by mutual consent of



the retail customer and the Executor (ET). Like any guarantee given in relation to such contract, it will be deemed never to have had effect.

- C. The Executor (ET) must provide the retail customer two copies of the completed Retail Order Form at the time of the retail sale. All blanks in the Executor (ET)'s "Notice of right of rescission before the expiry of the Cooling-off Period" the section describing the fourteen (14) day cooling off period must be completed by the Executor (ET).
- D. The Company encourages Executor (ET)s to honor a request for a refund or product exchange made after the cooling off period. Moreover, an Executor (ET) must offer a ten-day money-back guarantee to his/her retail customers. This means that the selling Executor (ET) must, for any reason and upon request, give a full refund of the purchase price to the retail customer. The only requirement is that the retail customer requests a refund within ten (10) days after the date of delivery of the products and returns the unused portion of the product. The Executor (ET) must make a refund for returned products within ten (10) days of the retail customer's request. The Company supports this policy by providing replacement products up to thirty (30) days following the refund or product exchange with a retail customer. In this situation, the Executor must notify the company to execute a refund request.
  - 1) To receive replacement products, the unused portion of the Product and the Retail Order Form must be returned to WorldTrips Customer Service Department within thirty (30) days following the refund or exchange.
  - 2) WorldTrips will instruct the Executor (ET) on the correct procedure and provide authorization for returning the Products.
- E. For every purchase, regardless of the amount, the retail customer must receive the first and second copies of the Retail Order Form. The first copy is the customer's record of her contract for the purchase. The retail customer must sign and date the Notice of Rescission in the second copy if she chooses to rescind/terminate the retail sale contract within the cooling off period and return it personally or by registered post to the Executor (ET). The second copy must also be signed and dated and returned to the Executor (ET) by the retail customer if a refund is requested. The third copy is the Executor (ET)'s record of the retail sale contract. An Executor (ET) should keep copies of all Retail Order Form on file.
- F. The statement "THIS CONTRACT IS SUBJECT TO A COOLING OFF PERIOD OF FOURTEEN (14) DAYS" must be printed above the place provided for the signature of the retail customer in the Retail Order Form.
  - 1) The front of the Retail Order Form should be completed and include a detailed description of the products ordered, the retail prices, the time and place and the method of payment, the time and place for the delivery of the products and the retail customer's name, address, and telephone number.
  - 2) Part I of the Retail Order Form should be completed and include the date of the sale, the Executor (ET)'s name, business address, and business telephone number.

G. Executors (ET)s are independent entrepreneurs. Please refer to Section 10H above.

<https://member.worldtrips.club/account/cancelSubscription>

#### **Section 14: Product Liability Claims**

In the event of a product liability claim brought against an independent Executor (ET) by a third party for a defective product or for injury from use of a product, WorldTrips will indemnify and defend the Executor (ET) from such claims, subject to the limitations described below. In order to obtain the benefits of this indemnification, an Executor (ET) must promptly (within 60 days) notify the Company in writing of the claim.

The Company will have no obligation to indemnify an Executor (ET) if the Executor (ET) (i) has not complied with the official Policies and Procedures of the Company and any other contractual obligations regarding the distribution and/or sale of the products; or (ii) has repackaged, altered or misused the product, or made claims or given instructions about the product's safety, uses or benefits which do not comply with the approved literature of the Company; or (iii) settles or attempts to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon the Executor (ET) allowing the Company to assume the sole defense of the claim.

#### **Section 15: Sales Tax**

(Not applicable)

#### **Section 16: Distribution of Company Leads**

A. People often inquire about the opportunity or products directly through the Company. If the Company is aware that the Person heard about the Company from an Executor (ET), the Person is referred to that Executor (ET). Information about Persons who have heard about the Company without a discoverable contact is distributed to existing Regional Marketing Director (RMD) Distributors. Leads are distributed as fairly as possible usually in the locality of the Person making the inquiry. The Company reserves the right to make final judgments with respect to distribution of leads.

#### **Section 17: Distributor Lists N/A**

#### **Section 18: Product or Service Claims**

- A. Executors (ET)s may make only product or service claims and representations found in the literature distributed by WorldTrips.
- B. An Executor (ET) may not make any medical claim for any product. Under no circumstance should any products be likened to drug products prescribed for the treatment of specific ailments.

- 1) All product claims and representation must be the same as those found in the current literature distributed by the Company.
- 2) While the Company makes every effort to achieve full compliance with complicated and periodically amended regulations, no Executor (ET) should state or intimate that any product is approved by the Department of Health or any other governmental authority. Please see the Supplemental Policies for additional product or service claim guidelines about each Division's products or services.
- 3) To avoid any misunderstanding, Executors market and sell WorldTrips.Club memberships. Due to the licenses required, the company and its distributors to not "sell travel". Instead, we are partners with licensed travel agencies to sell the trips and travel experiences.

### **Section 19: General Business Ethics**

- A. The Company abides by the DSA Code of Ethics. Along with the ethical guidelines of this Section, Executor (ET)s are strongly encouraged to read the DSA Code of Ethics and adopt its principles in their business operations. The DSA Code of Ethics is published on the DSA website at [www.dsa.org](http://www.dsa.org).
- B. Each Executor (ET) agrees that he will not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about the Company; its products, services, or commercial activities; other Persons; other companies (including competitors); their products; or their commercial activities.
- C. The Executor (ET) agrees that she has no authority to take any steps in any country or other political jurisdiction to introduce or further the Company's business. This includes, but is not limited to, any attempt to register or reserve Company names, trademarks, or trade names; to secure approval for products or business practices; or to establish business or governmental contacts of any kind in the Company's behalf. An Executor (ET) agrees to indemnify the Company for all costs and attorneys' fees incurred by the Company for any remedial action needed to exonerate the Company in the event the Executor (ET) improperly acts on behalf of the Company. The Executor (ET) agrees to immediately assign any registration of Company names, trademarks, or trade names registered or reserved in violation of this Section to the Company. The provisions of this Section survive the termination of the Contract.
- D. To avoid any conflicts of interest, employees of WorldTrips.Club and their spouse may not participate as an Executor.

### **Section 20: Advertising and the Use of the Company Name**

- A. An Executor (ET) is expressly prohibited from using any form of media advertising to promote products or services. Products or services may be promoted only by personal contact or by literature produced and distributed by the Company or by Executor (ET)s in accordance with Section 21(A) of this document. Generic opportunity advertisements may be placed in jurisdictions allowing that type of advertisement, but only in

accordance with the Policies and Procedures of the Company. In addition, an Executor (ET) may not promote the products, services, or opportunity through interviews with the media, articles in publications, news reports, or any other public information, trade, or industry information source, unless specifically authorized, in writing, by the General Manager or Marketing and Communications Manager of WorldTrips. This includes private, paid membership, or "closed group" publications. All media contacts or inquiries should be immediately referred to the General Manager or Marketing and Communications Manager of WorldTrips.

- B. Company logos or names may not be used or displayed on any apartment, house, office, storefront, or other physical premises, where they may be viewed by persons passing by.
- C. No Executor (ET) may use any of the Company's trade names, trademarks, service marks, product names, logos, or other intangible commercial assets, registered or otherwise, in any form of advertising or promotion without first entering a separate, written licensing agreement with the Company for each proposed use of any of the above-stated names or devices. Each Executor (ET) agrees that any use in violation of these provisions constitutes a breach of the Contract and causes irreparable harm to the Company. Upon notice of a violation, the Executor (ET) agrees to stipulate the appropriate injunctive relief enjoining that use. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.
- D. Except for the separate, written licensing agreements noted above, none of the Company's copyright-protected materials may be reproduced, in whole or part, by any means.
- E. Each Executor (ET) agrees that any claims or representations concerning the opportunity must be congruent with, and limited to, those found in the materials and literature currently distributed by the Company. Those claims and representations must also be advanced in accordance with any applicable laws, ordinances, and regulations.
  - 1) No Executor (ET) may make unreasonable, misleading, or unrepresentative representations respecting potential earnings.
  - 2) No Executor (ET) may represent that, any Person can or will receive profits or revenues without substantial effort on her own behalf.
  - 3) All promotional materials including but not limited to flyers, business cards, and brochures prepared in accordance with Subsection F below, may be distributed through personal contact only. They may not be posted in public places, mass mailed, placed on parked cars, put in mailboxes, or disseminated by any other non-personal contact means. Materials may not be disseminated through unsolicited faxes or E-mail messages.
  - 4) An Executor (ET) may not use a celebrity endorsement without the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.

- F. An Executor (ET) may not use business cards or other Personalized Sales Aids containing the Company's logo and name unless produced by the Company. These items produced by the Company will follow the general format listed below:
- 1) the Company's logo and name must always appear with the registered trademark designation (except as prohibited by law);
  - 2) when the Company's logo or name is used, the business card or Personalized Sales Aid must also contain the words "Independent Executor (ET);"
  - 3) an Executor (ET) may not use the names of any of the Company's products or any business designation; and
  - 4) under no circumstance may any Executor (ET) use any corporate name of the Company.
- G. Each separate use of the Company's name or logo must be preceded by the completion of a separate written agreement with the Company for the use. Unauthorized use of the Company's logos, names, trademarks, or trade names is prohibited. Any unauthorized use constitutes a violation of trademark laws and will cause irreparable damage to the Company, and its Executor (ET)s. The Company reserves the right to pursue all legal and equitable remedies against any Executor (ET) or any other individual or entity who wrongfully uses the Company's logos or name or any of the Company's trademarks or trade names.
- H. Executors (ET) must only use Company produced Executor (ET) web sites, Corporate sites, and web tools (i.e., Dynamic Web Pages, Global Web Pages, E-clips, etc.) when they promote the Company's products and services over the Internet. Additionally, Executor (ET)s are permitted to create generic business opportunity sites and/or generic splash pages with links to Company sites or a Business Center/GWP. These generic pages may not contain the Company's trademarks or other copyrighted material and may not contain information on the Company, its products or its business, or pictures of products or corporate facilities/personnel. Except as set forth in this policy, Executor (ET)s may not use the Internet to promote the Company, including its products and services, in any other manner. In case of a violation, the Company may require the offending Executor (ET) to immediately remove the web site that is in violation of WorldTrips policies, in addition to taking other disciplinary actions against the responsible Executor (ET) in accordance with Section 6 of these Policies and Procedures. Executor (ET) web sites are also subject to the following restrictions.
- 1) Executors (ET)s may not include any intellectual property or proprietary information in the unique domain names/URL or meta-tags of their Company produced or generic business opportunity web sites. Additionally, intellectual property and proprietary information cannot be used as "wallpaper" on any Company hosted or generic business opportunity site.

- 2) Executor (ET)s may not register their web sites with search engines or web directories using any intellectual property any proprietary information.
  - 3) Executors (ET)s are required to promote their Company hosted and/or generic business opportunity Internet sites through one-on-one personal contact only. Additionally, Executor (ET)s are prohibited from forwarding information regarding their sites to individuals who have not specifically requested information regarding the Company's business opportunity and/or products (i.e., spam).
- I. Please refer to the Supplemental Policies for advertising guidelines specific to each Division.

### **Section 21: Sales Aids**

- A. An Executor (ET) may only use, distribute, or sell Sales Aids either: 1) produced and distributed by the Company and bearing their copyright designation, or 2) produced and distributed by an Executor (ET), only after review by the Company and bearing the specific designation "content reviewed" followed by a designated review identification number. The above-stated designation may be obtained through the process outlined below and in accordance with additional terms found in the Sales Aid Review Contract but may only be used after a certificate has been received from the Company by the submitting Executor (ET). That certificate must specifically indicate that the material may be made available for distribution.
- B. The Company may impose a reasonable fee for reviewing a Sales Aid. Executor (ET)s should allow a minimum of three weeks for the Company to complete its review of submitted materials.
- C. The Company reserves the right to require any change to a Sales Aid it deems necessary to ensure appropriate content before allowing the Sales Aid to bear its review designation as stated above.
- D. The Company reserves the right to deny approval for any proposed Sales Aid and, if changes in regulatory requirements or other circumstances so dictate, to require, at the Company's sole discretion, the removal from the marketplace or previously reviewed Sales Aids without financial obligation to the affected Executor (ET).
- E. Any Executor (ET) who produces or has previously produced or distributed materials as set forth in this Section bears ultimate responsibility for the material contained therein. The Company's review process does not guarantee that the Sales Aid complies with all applicable federal or state legal and other regulatory requirements. The review process does not constitute legal advice from the Company to any Executor (ET). In addition to the Company's review, all Executor (ET)s who intend to produce and distribute Sales Aids in accordance with this Section, are strongly advised to seek the advice of independent legal counsel regarding the legality and regulatory compliance of Sales Aids.

- F. Within an Authorized Country, an Executor (ET) may only promote or train with Sales Aid materials which are approved and distributed by the local affiliated Company office in that country.

## **Section 22: Retail Store and Service Establishment Sales Policy**

- A. An Executor (ET) may not sell any products or services of the Company nor promote the Company's opportunity at conventions, trade shows, swap meets, bazaars, or any other gatherings where the opportunity or products are displayed at booths.
- B. An Executor (ET) who owns or is employed by a service-related establishment may provide the Company's products and services to customers through this establishment if he is providing proper prescreening and ongoing support to his customers as called for by the Contract. In any event, no product banners, or other Sales Aid materials may be displayed visibly to the general public in a manner as to attract the general public into the establishment to purchase products or services.
  - 1) service-related establishment is one whose revenue is earned primarily by providing personal service rather than by selling products and whose use by customers is controlled by membership or appointment.
- C. The Company reserves the right, in its sole discretion, to make a final determination as to whether an establishment is service-related or is a proper place for the sale of the products or services.

## **Section 23: Contract Changes**

The Company expressly reserves the right to make any modifications to the Contract upon thirty days prior written notice in Company publications, by separate mailing, or through publication on the Company websites: [www.worldtrips.club](http://www.worldtrips.club). Executor (ET) agrees that thirty days after publication of that notice, any modification becomes effective and is automatically incorporated into the Contract between the Company and its corresponding Executor (ET)s as an effective and binding provision. By continuing to act as an Executor (ET) or engaging in any Distributorship activity of this document after the modifications have become effective, a Distributor acknowledges acceptance of the new Contract terms.

## **Section 24: Waiver**

The waiver by the Company of any Distributor's breach of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by the Company to exercise any right or prerogative under the Contract will not operate as a waiver of that right or prerogative.

## **Section 25: Integrated Contract**

- A. The Contract is the final expression of the understanding and agreement between the Company and a Distributor concerning all matters touched upon in the Contract and

supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions and descriptions relating to the subject matter of the Contract. The Contract may not be altered or amended except as provided in these Policies and Procedures. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.

- B. Should any discrepancy exist between the terms of the Contract and verbal representations made to any Executor (ET) by any employee, the express written terms and requirements of the Contract will prevail.

### **Section 26: Severance**

Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

### **Section 27: Governing Law/Jurisdiction**

The place of origin of this Contract, where the Company accepted the offer of a prospective Executor (ET) to form the Contract, is Hong Kong. This Contract is to be construed, with respect to its validity and performance obligations thereunder, in accordance with the laws of Hong Kong applicable to contracts made and to be wholly performed within the state. An Executor (ET) agrees to submit to the jurisdiction of the courts of Hong Kong for resolution of any conflict or litigation arising under a purporting to interpret the Contract or rights between Executor (ET)s.

### **Section 28: Notices**

Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract shall be in writing and shall be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Contract, notices shall be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, five days after the date of mailing to the address of the Company's headquarters or to the Executor (ET)'s address as provided on the Executor (ET) Agreement, unless notice of an address change has been received by the Company. The Company shall have the right, as an alternative method of notice under Section 23, to use mailers, Company websites, or other normal channels of communication with Executor (ET)s.

### **Section 29: Successors and Claims**



The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All beneficiary information should be entered in the Executor's back office.

### **Section 30: Litigation and Claims**

- A. In order to protect the Company, its assets, and its reputation from claims or disputes created by outside (non-Distributor) third parties, the Company requires the following: if any Distributor is charged with any infringement of any proprietary right of any outside third party (who is not a Distributor) arising from any of the Company's proprietary assets, or if the Distributor becomes the subject of any claim or suit related to that Distributor's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Distributor shall immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Distributor shall take no action related to that claim and suit, unless the Company consents, which consent shall not unreasonably be withheld.
- B. The Company and the Executor (ET) agree that mandatory and binding arbitration is the sole means to resolve disputes which arbitration shall be final and non-appealable. In order to expedite the prompt resolution of any disputes with the Company or between Executor (ET)s, which may arise under the Contract, the Company has instituted a Mediation/Arbitration policy. This policy deals with the disposition of disputes arising out of the independent contractor relationship between the Company and its independent contractors and/or disputes arising out of the relationship between the Company's independent contractors themselves.
- C. Executor (ET) complaints are first handled by the Executor (ET) Conduct Review Committee as described by Section 6 of these Policies and Procedures. The Mediation/Arbitration policy will also apply in the event an Executor (ET) disagrees with any disciplinary action or interpretation of the Contract by the Company. The Mediation/Arbitration policy is mandatory and binding for resolving Executor (ET) disputes as of April 1, 1994. The complete Mediation/Arbitration policy is available upon request from the Legal Department to parties who are involved in a controversy as defined above.

### **Section 31: Headings**

The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Contract.

### **Section 32: Repealed**

(Not Applicable)

### **Section 33: International Business**

- A. Prior to the official opening of an Authorized Country, permissible Executor (ET) activity in an unopened country is limited to providing business cards and conducting, organizing or participating in meetings where the number of attendees at any given meeting, including the Executor (ET), does not exceed five. Participants in such meetings must be personal acquaintances of the Executor (ET) or personal acquaintances of the Executor (ET)'s personal acquaintances in attendance at the meeting. All cold calling techniques (soliciting persons who are not prior personal acquaintances of the contacting Executor (ET)) are strictly prohibited in unopened countries. The Company has limited retail customer operations in China. Any Executor (ET) Activity in China must be in strict accordance with written company guidelines. Contact the company for further information. Prohibited Executor (ET) conduct, prior to the Company's official opening of a market includes but is not limited to:
- 1) importing or facilitating the importation of, selling, gifting, or distributing in any manner, Company products, services, or product samples except as authorized by the company in accordance with local laws or customary practices;
  - 2) placing any type of advertisement or distributing any promotional materials regarding the Company, its products or the opportunity, except for the Company Approved Sales Aids (See Section 1 and 21) specifically authorized for distribution in unopened countries as designated by the Company;
  - 3) soliciting or negotiating any agreement for the purpose of committing a citizen or resident of an unopened country to the opportunity, a specific Sponsor or specific line of sponsorship. Furthermore, Distributors may not sign-up citizens or residents of unopened countries in an Authorized Country or by using Executor (ET) Agreement forms from an Authorized Country, unless the citizen or resident of the unopened country has at the time of sign up, permanent residence and the legal authorization to work in the Authorized Country. It is the sponsoring Distributor's responsibility to ensure compliance with residency and work authorization requirements. Membership or participation in, or ownership of a corporation, partnership or other legal entity in an Authorized Country does not by itself fulfill the residency or legal authorization to work requirements. If a participant to a Distributorship fails to provide verification of residency and work authorization when requested by the Company, the Company may, at its election, declare an Executor (ET) Agreement void from its inception;
  - 4) accepting money or other consideration, or being involved in any financial transaction with any potential Executor (ET) either personally or through an agent, for purposes relating to Company products or the opportunity, including renting, leasing or purchasing facilities for the purpose of promoting or conducting Company-related business;
  - 5) conducting, organizing, or participating in meetings in an Authorized Country with citizens or residents from an unopened country where any activities prohibited by Section 33 take place. In conducting meetings in an Authorized Country with citizens or residents from an unopened country, the same guidelines must be

followed as if the meeting were being held in an unopened country except for the limitation on the number of participants; or

- 6) promoting, facilitating or conducting any type of activity which exceeds the limitations set forth in these Policies and Procedures or which the Company, in its sole discretion, deems to be contradictory to the Company's business or ethical interests in international expansion.
- B. The Company reserves the right to designate certain countries wherein all pre-marketing conduct is expressly prohibited. It is the responsibility of each Executor (ET), prior to each instance of conducting pre-market opening activities in an unopened market, to verify through current contact with the Company that the country in which she plans to conduct those activities is not a prohibited country. An Executor (ET) may obtain a list of prohibited countries and Company Approved Sales Aid materials to distribute in other unopened countries by calling the Company customer service department.
- C. In Authorized Countries, all international Executor (ET) activity must be in strict accordance with the policies of the country. International Executor (ET)s must notify the office of the Authorized Country of their intended activities and must ensure that their business activities fully comply with country specific restrictions.
- D. In addition to other remedies allowed by the Contract, an Executor (ET), who fails to comply with any provision of Section 33, may be prohibited from participating in the affected international market for a period deemed appropriate by the Company. This prohibition could include but is not limited to the following: the Executor (ET) may have no right to international distribution/sponsorship rights in the affected international market; the Executor (ET) and the Executor (ET)'s upline may not be entitled to Bonuses generated by the Executor (ET) and the Executor (ET)'s Downline Organization in the respective international market.
- E. An Executor (ET) who has been unable to participate in a market because of non-compliance with Section 33 of these Policies and Procedures, must petition the Company in writing for written permission to participate in the market after the period of prohibition has passed.
- F. The provisions of Section 33 do not waive the Company's rights as set forth elsewhere in these Policies and Procedures or in the Contract.

#### **Section 34: Privileged Member Program**

(Not applicable)