



# **COMPENSATION PLAN HONG KONG**

WorldVentures Marketing, LLC

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## INTRODUCTION

WorldVentures encourages its Independent Representatives to share their passion for WorldVentures' curated group travel memberships in an organic way, creating what we call "social commerce."

Today, travelers are increasingly planning vacations on their own and using only the online tools at their disposal, so WorldVentures' Representatives' message of simplifying the vacation planning process is a welcome respite. Our Representatives introduce potential members to the DreamTrips product in a variety of ways, including face to face, online through social media, at travel parties and presentations, and a host of others. We encourage Representatives to choose the social commerce method that best fits their lifestyles, personalities and goals.

This Compensation Plan is applicable to all enrolled WorldVentures Representatives, including those who are enrolled in special programs such as the College/Young Professional program.

### LINEAGE ORGANIZATION

The Lineage Organization is very simple: Who sponsored whom? If a Representative personally sponsors seven Representatives, then he/she will have seven different lines (sometimes called "legs") of Lineage. Each of these is independent from the other, and each will probably have a different number of Active Representatives and Customers over time. A Representative's Lineage Organization only includes Representatives and Customers added through a direct line of sponsorship and is independent of the Binary Organization. (See Fig. 1.)

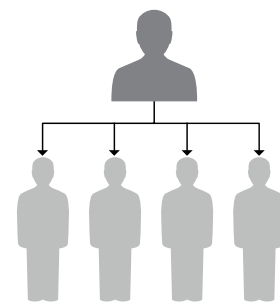


Fig. 1

### BINARY ORGANIZATION

The Binary Organization is built in twos. Each Representative has a left side and a right side and may only be related to a single Representative on each side. This looks like the example in Fig. 2.

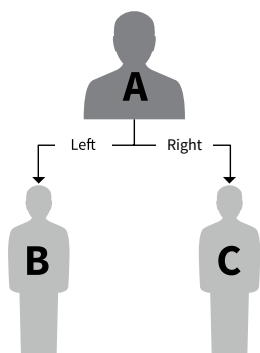


Fig. 2

In the example, Representative A has one relationship on his left, Representative B, and one relationship on his right, Representative C. Representatives B and C each have exactly the same relationships under them, left and right.

If Representative A sponsors another Representative, he/she must go under B or C and A chooses where he/she goes. This is called "Spillover." Representative D would spillover into B or C's organization.

**NOTE:** A Representative may have Representatives in his/her Binary Tree who are not in his/her Lineage because of "Spillover." These Representatives are a part of his/her Binary Organization, but they are not a part of his/her Lineage Organization.

Only if a Representative has achieved four personal Customer sales will they be able to make downline Representative placements on both sides of their binary organization. The Representative's second leg will open for Representative placement once the Representative completes two consecutive pay weeks maintaining four Active personal Customer sales.

Example						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	2 Customer enrollments		2 Customer enrollments		Pay week ends	
						Second leg opens

Grandfathering: Representatives who were Active on or before February 3, 2017 who already have Representatives placed on both sides of their binary organization will continue to be able to place Representatives on both sides of their binary organization even if the requirement for four personal Customer sales has not been met.

### THE DIFFERENCE BETWEEN REPRESENTATIVES AND CUSTOMERS

To understand the WorldVentures Compensation Plan, it is important to understand the distinction between Representatives and Customers. WorldVentures is in the business of acquiring new Customers who purchase our Products (available Products may include the DreamTrips Membership, DreamTrips Gold Membership, or DreamTrips Platinum Membership as available by market). Representatives are compensated based strictly on the sale of WorldVentures' Products (both their personal sales and the sales made by their Team). **No commissions are paid for recruiting new Representatives.** Additionally, only Representatives may be placed in the Binary Tree.

## REPRESENTATIVE BUSINESS SYSTEM (RBS) PURCHASE REQUIREMENT

In order to familiarize new Representatives with WorldVentures Products, sales techniques, sales aids, and other matters, the Company requires that Representatives purchase a Representative Business System (RBS) for an initial fee and a monthly fee from then on. Except for the purchase of the Representative Business System, no person is required to purchase WorldVentures Products or sales aids, or to pay any charge or fee to become a Representative. The Representative Business System (RBS) is an online tool that includes a personalized marketing website and a back office system, as well as an online training program with essential sales and marketing tools to help Representatives build their WorldVentures business. The initial and monthly fees for the purchase of the RBS are not commissionable.

*Enrollment as a Representative creates a “Business Center” in the WorldVentures Binary Tree, which tracks the sales generated by the Representative and his/her team. Representatives can be, and often are, also Customers. However, Customers who are NOT Representatives are listed separately and are NOT displayed in the Binary Tree.*

## CUSTOMER SALES

Active Customer sales will be listed in the Representative’s back office under “My Customers”.

Customer Sales Volume is credited in the Binary Tree, starting with the Representative who personally generated the volume and moving upwards.

## ACTIVE STATUS REQUIREMENT

WorldVentures Representatives must be “Active” to be eligible to accumulate sales credit or to earn most commissions and bonuses. A Representative becomes/remains Active by paying his/her monthly RBS fee.

Once a Representative becomes Active, he/she begins to accumulate Sales Credits toward earning commissions and bonuses, and he/she continues to accrue Sales credits while he/she remains Active. Commissions and Bonuses are paid once a Representative becomes Active and provided he/she remains Active.

- a. If a Representative becomes and remains Inactive for more than four (4) weekly pay periods, the Sales Volume he/she has accumulated will irrevocably expire.
- b. If a Representative becomes and remains Inactive for more than twelve (12) consecutive weekly pay periods at any time, the Representative’s Agreement may be terminated at the option of WorldVentures. A Representative terminated for inactivity who is also a Customer may retain their Product(s) membership.

## BILLING GRACE PERIOD

Once a Representative achieves the rank of Qualified Representative (Q) or higher, he/she will be eligible for a Billing Grace Period for his/her RBS and Products (if he/she is also a Customer) of up to one month. A Representative may have multiple Billing Grace Periods in a calendar year. To return to Active status the account must be made current before the next recurring order billing date. If, for example, his/her recurring payment did not process on July 21, he/she would go into Grace period. If it was corrected, bringing him/her current, prior to August 21, he/she would become Active and would then continue to bill normally on August 21. If the August 21 recurring payment date were to hit without correcting the Grace period, the Representative would go Inactive and, at that time, new Sales Volume would no longer accrue but previously accrued Sales Volume would continue to hold. If the Representative has not paid his/her fees for the two missed months prior to the third recurring payment date (in this example, September 21) and that payment also fails, all Sales Volume counters will be reset.

## COMMISSIONS & BONUSES

### DIRECT COMMISSIONS

WorldVentures pays Representatives a Direct Commission for the initial sale of certain Products. Please see the Products and Commissions Chart in your back office for eligible Product(s) and Direct Commission amount. The Direct Commission is paid to the new Customer’s Enroller.

### *Active Status Requirement*

Direct Commissions are paid to the Enroller regardless of his/her Active status, but his/her Representative Agreement must still be in effect—not cancelled, suspended, or terminated.

### *Qualification*

Direct Commissions are paid to the Enroller regardless of his/her Qualified status, but his/her Representative Agreement must still be in effect—not cancelled, suspended, or terminated.

## Limitations

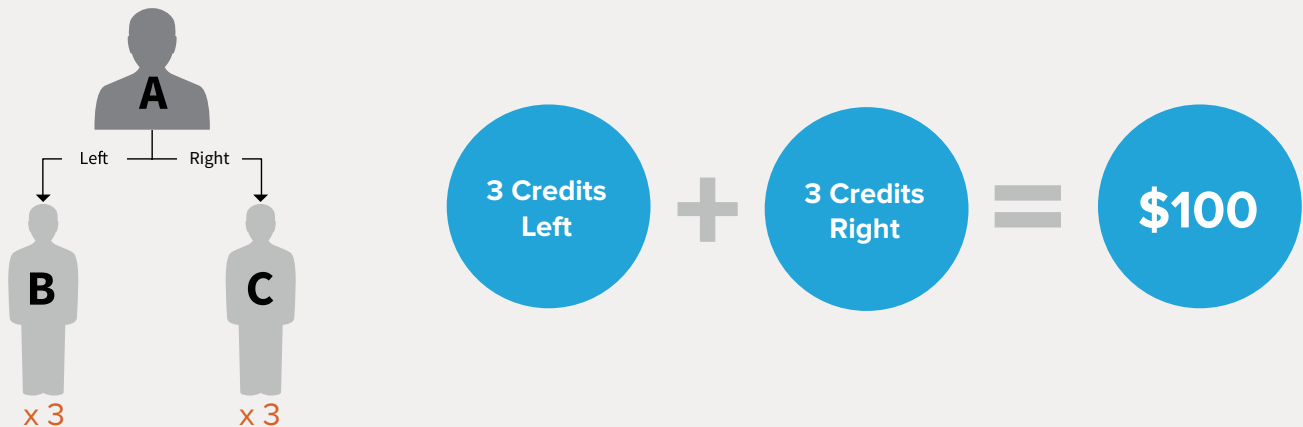
WorldVentures will recover Direct Commissions paid to Representatives any time an initial Product purchase is refunded to the Customer.

## WEEKLY TEAM BONUSES

WorldVentures Representatives earn Weekly Team Bonuses based on the initial Product sales generated by their entire Binary Organization. The Representative accumulates Sales Credits based on the initial Product purchase each Customer makes. Please refer to the Products and Commissions Chart in your back office for a breakdown of each Product and the corresponding Sales Credits. Product prices are subject to change. Sales Credits may be adjusted based on price actually paid by Customer. Sales Credits accumulate throughout the pay period as new sales are completed and payment is confirmed.

One “cycle” is generated for every three Sales Credits on the left side that match up with three Sales Credits on the right side of a Representative’s Binary Organization. Each Weekly Bonus cycle pays up to \$100\*.

3 Sales Credits Left + 3 Sales Credits Right = 1 cycle = up to \$100\*



The qualifying Product sales shown above include all sales by all Representatives in a Binary Organization.

When Weekly Bonuses are calculated, the oldest Sales Credits are used first. It is “First In, First Out” (FIFO).

Weekly Sales Credits are also called Weekly Sales Volume or Weekly Volume.

## Double Cycle Bonuses

In the event that a Representative earns three (3) or more cycles in a single weekly pay period, up to the first three (3) Cycle Bonuses paid out that week will be doubled. This will result in \$200 Cycle Bonuses and awards of 200 TravelDollars up to a total maximum of three (3) Double Cycle Bonuses per weekly pay period.

Please note, however, that Representatives who have achieved the rank of National Marketing Director will not be eligible to receive Double Cycle Bonuses.

Only after a Representative has achieved four personal Customer sales, they will be able to make downline Representative placements on both sides of their binary organization. Until that time, a Representative will be ineligible for the binary Weekly Team Bonuses.

## Customer Only Credit Auto-Balance

For Weekly Bonuses, once both legs of a Representative’s binary are open, and if a Representative has generated Sales Credits on his/her left and right that do not yet complete a cycle and he/she has Customer-only Sales Credits (sales of Products to non-representatives that are therefore not placed in the Binary Tree) that have not yet been paid on, the system will automatically balance (“Auto-Balance”) the Representative’s credits and apply any available credits to the weaker Team’s volume.

It is important to understand that when a Customer-only Sales Credit is “assigned” to a Representative’s left or right side, no changes are actually made to the Binary Organization. The Customer still exists outside of the Binary Tree and, since he/she is not a Representative, he/she will not have a Business Center.

*For example, Representative X has made four Customer-only Sales. This week, his left team generates six (6) Sales Credits and his right team generates five (5) Sales Credits. Seeing that the right team needs an additional Sales Credit to complete a second cycle, the computer will Auto-Balance and assign one of the two Customer-only sales to Representative X’s right team. With six (6) sales on the left and six (6) sales on the right, he would thus earn two (2) cycles.*

## Active Status Requirement

Sales Representatives must be Active in order to accumulate Sales Credits. If a Representative is in Inactive status, no new Sales Credits will accumulate until he/she becomes Active again, and these will not be credited retroactively if he/she does become Active again.

Representatives must have an Active Status at 11:59:59 PM (Midnight) Central Time on the last day of the weekly pay period to be qualified to earn Weekly Bonuses.

## Qualification

Representatives must also be qualified to earn Weekly Bonuses. To be eligible for a Weekly Bonus, a Representative must have a Qualified Representative (Q) or higher rank.

Only after a Representative has achieved four personal Customer sales, they will be able to make downline Representative placements on both sides of their binary organization. Until that time, a Representative will be ineligible for the binary Weekly Team Bonuses.

## Weekly Pay Period

Weekly Bonuses are paid every Friday, with a one-week delay. The weekly pay period begins on Saturday at 12:00:00 AM Central Time and ends Friday 11:59:59 PM (Midnight) Central Time (See Fig. 1).

EXAMPLE WEEK						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						<b>Begins</b>
					<b>Ends</b>	
					<b>Payday</b>	

Figure 1. Weekly pay period and payday example.

## Maximum Payout by Rank

There is a maximum amount that a Representative may earn at each promotion rank. Representatives will not be paid more than the maximum amount, regardless of the number of cycles completed for the pay period. If the 65% rule comes into play in a given week, Representatives will be able to use all completed cycles for that week up to the point where the maximum weekly

RANK	MAXIMUM AMOUNT	Example: Mary is a Director. She has 54 Sales Credits on her left and 65 Sales Credits on her right in weekly Binary Sales Volume on Friday night at 11:59:59 PM. When the bonus process runs, 18 cycles are calculated ( $54 \div 3 = 18$ ). Since she is a Director, she is limited to \$2,000 per week, but because she earned more than three (3) cycles in the week three are doubled (due to the Double Cycle Bonus), so her Weekly Bonus would be \$2,000, subject to the 65% Payout Rule, and she will have 0 Sales Credits on her left and 11 on her right carry over to the next pay period.
Qualified (Q)	\$2,000	
Senior Representative (SR)	\$2,000	
Director (DIR)	\$2,000	
Marketing Director (MD)	\$5,000	
Regional Marketing Director (RMD)	\$10,000	
National Marketing Director (NMD)	\$20,000	
International Marketing Director (IMD)	\$25,000	

commissions are met. The figures below are approximations, as every sixth cycle pays 100 TravelDollars instead of a \$100 Cycle Bonus. Thus, depending on the timing, a percentage of the cycles below will pay out TravelDollars. However, the combined value of Cycle Bonuses and TravelDollars will be equal to the amount listed. The limits are:

## Weekly Bonus Sales Volume Expiration and Counter Resets

### Expiration 1 – Volume Expiration for Qualified Representatives

Binary Sales Volume expires after 26 **FULL** weekly pay periods for Qualified Representatives. If a sale is not used to generate a cycle within that timeframe, the Sales Volume will expire at the beginning of the next pay period and can no longer be used to create a bonus cycle. Volume is used First In, First Out (FIFO) to generate cycles. All accumulated Sales Volume that is 25 weeks or newer will remain.

**Counter Reset 1 – For Unqualified Representatives**

If a Representative is at the Enrolled Representative (ER) or Active Representative (AR) rank, or is not Qualified and is more than eight (8) full weekly pay periods from his/her enrollment date, all Sales Volume not yet used to generate cycles from orders older than four (4) full weekly pay periods will expire and Sales Volume counters will reset.

**Counter Reset 2 – Billing Grace Period Expiration**

After his/her first eight (8) **FULL** weekly pay periods, if a **Qualified Representative (Q)** or higher rank falls out of rank qualification for any reason, including going Inactive, he/she will have a four-week Grace period to re-qualify. The grace period begins on the day after the last day he/she was qualified. If he/she does not re-qualify during the grace period, all Sales Volume counters will be reset.

A Representative may have multiple billing grace periods in a calendar year. To return to Active, status the account must be brought current before the next recurring order billing date. If, for example, his/her recurring order did not process on July 21, he/she would go into grace period. If it was corrected prior to August 21, he/she would become Active and would then continue to bill normally on August 21. If the August 21 recurring order date were to hit without correcting the grace period, the Representative would go Inactive and, at that time, new volume would no longer accrue but previously accrued volume would continue to hold. If the Representative has not paid his/her fees for the two missed months prior to the third recurring order date (in this example, September 21) and that payment also fails, all volume counters will be reset.

**\*65% Cap Rule**

The Weekly Bonus program is subject to the 65% Cap Rule.

**MONTHLY RESIDUAL COMMISSIONS**

WorldVentures Representatives at the Senior Representative or higher rank earn Monthly Residual Commissions based on the monthly billing generated by their entire Binary Organization. The Representative accumulates Sales Credits based on the monthly fees each Customer pays. Please refer to the Products and Commissions Chart in the back office for Products and corresponding Sales Credits. Prices are subject to change. Sales Credits may be adjusted based on price actually paid by Customer.

One “cycle” is generated for every three Sales Credits on the left side that match up with three Sales Credits on the right side of the Representative’s Binary Organization. Each Monthly Bonus cycle pays up to \$10\*. Monthly Sales Credits are also called Monthly Sales Volume or Monthly Volume.



\*Once a Senior Representative achieves the rank of Director, the value of each cycle increases to \$15.

Only after a Representative has achieved four personal Customer sales, they will be able to make downline Representative placements on both sides of their binary organization. Until that time, a Representative will be ineligible for the binary Monthly Residual Commissions.

Please note that a Customer’s first monthly fees are charged at the time of purchase; however, the initial month’s fees do not generate credits in the Binary Tree toward Monthly Residual Bonuses. Instead, they are credited toward Weekly Bonuses as part of the 65% Payout Cap.\*

**Customer-Only Credit Auto-Balance**

For Monthly Residual Commissions, once both legs of a Representative’s binary are open, and if a Representative has generated Sales Credits on his/her left and right that do not yet complete a cycle and has Customer-only monthly Sales Credits (monthly fees from Customers who are non-Representatives and are therefore not placed in the Binary Tree) that have not yet been paid on, the system will Auto-Balance the Representative’s credits and apply any available credits to the weaker Team’s volume.

It is important to understand that when a Customer-only monthly sales credit is “assigned” to the Rep’s left or right side, no changes are actually made to the Binary Organization. The Customer still exists outside of the Binary Tree and will not have a Business Center.



*For example, Representative X, a Director, has ten Customer only sales who are actively paying their monthly fee(s). This month his left team generates 120 monthly fee Sales Credits and his right team generates 110 monthly fee Sales Credits. Seeing that the right team is lower by ten credits, the computer will Auto-Balance and assign the monthly fee credits of the ten Customer only sales to Representative X's right team. This would thus cause Representative X to cycle 40 times for a monthly residual check of \$600*

### ***DreamTrips Platinum Auto-Balance Exception***

DreamTrips Platinum Membership sales generate three (3) sales credits for monthly fees. However, all three (3) sales credits are assigned to a single side when auto-balanced and are not broken up.

### ***Active Status Requirement***

Sales Representatives must be Active to accumulate Sales Credits (also called volume). If a Representative is in Inactive status, no new Sales Credits will accumulate until he/she becomes Active again, and new Sales Credits will not be credited retroactively if he/she does become Active again.

Representatives must have an Active Status at 11:59:59 PM (Midnight) Central Time on the last day of the monthly pay period to be qualified to earn the Monthly Residual Commission.

### ***Qualification***

Representatives must have achieved and be at the Senior Representative or higher rank at 11:59:59 PM (Midnight) Central Time on the last day of the monthly pay period to be qualified to earn the Monthly Residual Commission.

Only after a Representative has achieved four personal Customer sales, they will be able to make downline Representative placements on both sides of their binary organization. Until that time, a Representative will be ineligible for the binary Weekly Team Bonuses and the Monthly Residual Commissions.

### ***Monthly Pay Period***

Monthly Residual Commissions are disbursed monthly, on the fifteenth day of the month following the end of the monthly pay period. The Monthly Residual Commission pay period begins on the first day of each month at 12:00:00 AM Central Time and ends on the last day of each month at 11:59:59 PM (Midnight) Central Time (See Fig. 1 on following page).

EXAMPLE MONTH						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 <b>Begins</b>	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 <b>Ends</b>	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15 <b>Payday</b>				

*Figure 1. Monthly pay period and payday example.*

### ***Maximum Payout by Rank***

There is a maximum amount that a Representative may earn each month at each promotion rank. Representatives will not be paid more than the maximum amount, regardless of the number of cycles completed for the pay period. If the 65% rule comes into play in a given month, Representatives will be able to use all of their completed cycles for that month, up to the point where maximum monthly commissions are met. The limits are:



**RANK****MAXIMUM AMOUNT**

Senior Representative (SR)	\$500
Director (DIR)	\$2,000
Marketing Director (MD)	\$5,000
Regional Marketing Director (RMD)	\$10,000
National Marketing Director (NMD)	\$20,000
International Marketing Director (IMD)	\$50,000

**Example:** Mary is a Director. She has 333 Sales Credits on her left and 600 Sales Credits on her right in Monthly Sales Volume on the last day of the month at 11:59:59 PM. When the bonus process runs, 111 cycles are calculated ( $333 \div 3 = 111$ ). Since she is a Director, she is limited to \$2,000 per month (in this case 133 cycles), so her Monthly Residual Commission this month is up to \$2,000, subject to the 65% Payout Rule.

## Monthly Residual Commission Sales Volume Expires

All Monthly Residual Sales Volume that does not match up to create cycles expires and does not carry over to the following monthly pay period.

### \*65% Cap Rule

The Monthly Bonus program is subject to the 65% Cap Rule.

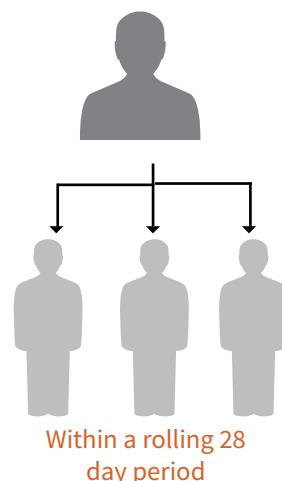
## PERSONAL SALES BONUSES

The Personal Sales Bonus rewards Representatives for personally sponsoring groups of three (3) new Customers of the DreamTrips family of membership Products within a rolling 28 day period or less. If you achieve more than one set of three (3) new Customer membership Product sales within the same rolling 28 day period, your efforts are rewarded at an even higher level. Commission payout rates vary by type of membership Product sold, so please refer to the Products and Commissions Chart in your back office for the bonus configurations.

New Customers count toward a Personal Sales Bonus for 28 days.

**For example,** if a Representative sponsors two (2) DTG Customers in one week and then two (2) in the following week, he/she will earn one (1) Personal Sales Bonus of \$100. In the following week, if he/she makes three (3) additional new DTG sales, he/she will earn one (1) Personal Sales Bonus of \$150. The one remaining sale which has not yet been counted toward a Personal Sales Bonus is carried over towards his/her next set of three (3) for the next 28 days from the date of that sale.

Personal Sales Bonus  
\$100



Every time three (3) new Customers are sponsored, the Representative will earn a bonus, including blended sets of any of three (3) Customers at any membership level; there is no limit on the number of bonuses per month or per week. Six personal DTG Customers in a week would generate two (2) Personal Sales Bonuses of \$100 and \$150, respectively. Any sales over three (3) in a 28 day period apply toward earning the next bonus. Every sale counts toward bonus-earning potential for 28 days.

Personal Sales Bonuses are paid to the Representative regardless of his/her Active status, but his/her Representative Agreement must still be in effect—not cancelled, suspended, or terminated.

Representatives may earn as many Personal Sales Bonuses as they can qualify for, based on every three new Customers acquired. This could mean one Bonus per 28 days, one per week, one per day, etc. There is no limit to how many bonuses a Representative may earn. WorldVentures will recover Personal Sales Bonuses paid to Representatives any time an initial Product purchase is refunded to the Customer.

**NOTE:** Upgrades from one membership level to another (i.e., to DreamTrips Platinum from other membership Products) do not count toward the Personal Sales Bonus.

## TRAININGDOLLARS

When a Representative personally acquires three (3) new Customers within a rolling 28 day period or less, once per month, he/she will also be awarded 50 TrainingDollars. When a Representative personally acquires an additional three (3) new Customers within that same rolling 28 day period, he/she will be awarded an additional 50 TrainingDollars, up to a maximum of 100 TrainingDollars.

TrainingDollars are awarded to the Representative regardless of his/her Active status, but his/her Representative Agreement must still be in effect—not cancelled, suspended, or terminated.

Representatives are only eligible to be awarded 100 TrainingDollars once per calendar month. TrainingDollars can only be redeemed toward the price of a WorldVentures major training event, such as: MOMENTUM, UNITED, Boot Camp, Journey, A View From the Edge, as well as most Regional Training Events.

*TrainingDollars can be redeemed toward the price of many of WorldVentures' training events and have a one TrainingDollar to one Dollar redemption value.*

*If not used, TrainingDollars expire 90 days after they have been awarded.*

## TRAVELDOLLARS

WorldVentures Representatives are awarded 100 TravelDollars for every sixth weekly cycle they earn. This is in lieu of the \$100 Cycle Bonus. TravelDollars may be redeemed only through the Company and are designed to reward our Representatives by covering some or all of the costs of their travel experiences.

*For details on redeeming TravelDollars, see Appendix: TravelDollars Redemption Policy.*

Sales Representatives must be Active to accumulate sales credits (also called volume). If a Representative is in Inactive status, no new Sales Credits will accumulate until he/she becomes Active again, and these will not be credited retroactively if he/she does become Active again.

Representatives must have an Active Status at 11:59:59 PM (Midnight) Central Time on the last day of the weekly pay period to be qualified to earn the Weekly Bonuses, and thus TravelDollars.

Representatives must also be Qualified to earn Weekly Bonuses, and thus TravelDollars. To be eligible for a Weekly Bonus, a Representative must have a Qualified Representative (Q) or higher rank.

TravelDollars are awarded concurrently with Weekly Bonuses.

## DIRECTOR BONUS

When a new Representative achieves the rank of Director within twelve (12) full weekly pay periods, he/she will earn \$5,000.

A Representative must have an Active Status at 11:59:59 PM (Midnight) Central Time on the last day of the weekly pay period to be qualified to earn the Director Bonus.

A Representative must have achieved the rank of Director (DIR) or higher at 11:59:59 PM (Midnight) Central Time on the last day of the twelfth full weekly pay period from the date of enrollment to be qualified for the Director Bonus.

PLEASE NOTE: EFFECTIVE MARCH 4, 2017 THE DIRECTOR BONUS WILL BE DISCONTINUED. IF A REPRESENTATIVE QUALIFIED FOR THE DIRECTOR BONUS ON OR BEFORE MARCH 3, 2017, THE REPRESENTATIVE WILL RECEIVE THE BONUS AS SCHEDULED. HOWEVER, NO FURTHER REPRESENTATIVES WILL QUALIFY AFTER MARCH 3, 2017.

## DREAMCAR BONUS

When a Representative achieves the Regional Marketing Director level, WorldVentures will pay him/her \$1,000 per month as a DreamCar Bonus. This bonus increases to \$1,500 per month when he/she reaches the rank of International Marketing Director.

A Representative must have an Active Status at 11:59:59 PM (Midnight) Central Time on the last day of the monthly pay period to be qualified to earn the DreamCar Bonus.

***Example:** Mary achieves the rank of RMD on March 4. She will be eligible for the April DreamCar Bonus, which is paid on May 15, provided she submits acceptable documentation by April 15.*

A Representative must have achieved the rank of Regional Marketing Director (RMD) or higher at 11:59:59 PM (Midnight) Central Time on the last day of the monthly pay period to be qualified to earn the DreamCar Bonus.

DreamCar Bonuses are paid to the Representative monthly, on the fifteenth day of the month following the end of the monthly pay period.

For more details on the DreamCar Bonus, please see Appendix: DreamCar Bonus Policy.

## DREAMHOME BONUS

WorldVentures pays a Representative who achieves the International Marketing Director level a DreamHome Bonus of up to \$3,000 per month.

A Representative must have an Active Status at 11:59:59 PM (Midnight) Central Time on the last day of the monthly pay period to be qualified to earn the DreamHome Bonus.

A Representative must have achieved the rank of International Marketing Director (IMD) at 11:59:59 PM (Midnight) Central Time on the last day of the monthly pay period to be qualified to earn the DreamHome Bonus for the following month. A Representative is not eligible for DreamHome Bonuses for the month in which he/she first achieves IMD but only in the following month. A Representative must also have submitted either a copy of the home financing agreement or payment receipt by the fifteenth day of the month following the month in which he/she first achieves IMD.

Documentation must be submitted in a form acceptable to WorldVentures to prove purchase or leasing of a home.

DreamHome Bonuses are disbursed to the Representative monthly, on the fifteenth day of the month following the end of the monthly pay period.

For more details on the DreamHome Bonus, please see Appendix: DreamHome Bonus Policy.

## PROMOTIONAL LEVELS

At all promotional levels, a Representative who achieves a rank advancement will be recognized and paid at the new rank achieved in the month following the month in which the rank is first achieved.

Each Business Center shall have its individual rank according to the requirements set out in this section but WorldVentures reserves the right to consider rank, earnings, and sales volume from more than one Business Center under common full or part ownership or management control or direction for the purposes of internal rankings and recognition.

### ENROLLED REPRESENTATIVE (ER)

Entry-level position; a Representative who has enrolled, but is not Active.

#### REQUIREMENT



#### COMMISSIONS & BONUSES

- Direct Commissions
- Personal Sales Bonus

### ACTIVE REPRESENTATIVE (AR)

A Representative who is Active, but has not met the minimum requirements for advancement.

#### REQUIREMENT

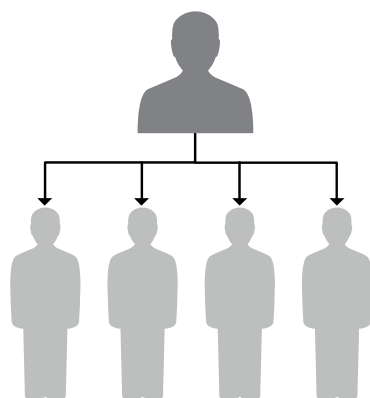


Active RBS

#### COMMISSIONS & BONUSES

- Direct Commissions
- Personal Sales Bonus

Until a Representative becomes Qualified, Sales Volume will irrevocably expire after one month from the date and time of the sale.

**QUALIFIED REPRESENTATIVE (Q)****CUSTOMER REQUIREMENT**

Four (4) Product sales  
to Customers

**COMMISSIONS & BONUSES**

- Direct Commissions
- Personal Sales Bonus
- Weekly Bonuses (\$2,000 weekly maximum)
- TravelDollars subject to the \$2,000 maximum combined value of Cycle Bonuses and TravelDollars
- Lifestyle Bonus\*

Once both legs of a Representative's binary organization are open, sales can be credited to either the left Binary Team or the right Binary Team, based on Auto-Balance. All four personally sponsored Customers must remain Active for the Representative to remain at the Qualified rank. \*Qualified Representatives are eligible to earn the Lifestyle Bonus if additional personally sponsored Customer requirements are met. See Lifestyle Bonus for full details.

**WAIVED MONTHLY FEES IS DISCONTINUED EFFECTIVE FEBRUARY 4, 2017**

The rules prior to February 4, 2017 are as follows:

When the Company successfully processes the initial Product fee(s) OR monthly Product fee(s) for four Customers, the Qualified Representative's fees for the following month are waived. So, if Representative X enrolls his four (or a combination of new enrollments and monthly Product fee(s) from previous Customers) as per the rules above, in July, he would become Qualified. Thus, his August fee(s) would be waived.

**GRANDFATHERING OF WAIVED MONTHLY FEES**

Representatives who are/were Active on or before February 3, 2017 have the opportunity to continue to earn waived monthly RBS fees in accordance with the qualifications above as long as you remain in Active or Grace status. A grandfathered Representative's Business Center which goes into inactive status or is cancelled at any point will become ineligible for waived monthly fees if the Business Center is later reactivated. However, new Representatives who join on or after February 4, 2017 will not be eligible for waived monthly RBS fees.

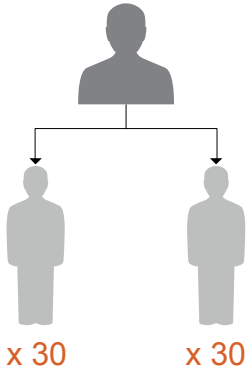
***Limitations***

In the event that one of the four Customers goes into Grace Period or Inactive Status, the Company will attempt to charge the Representative based on the billing information on file. In the event that billing is unsuccessful, the Representative will also go into Grace Period or Inactive Status.

In the event that one or more of the four people who helped the original sponsoring Representative reach Qualified Status is a Representative purchasing for personal use and that Representative also becomes Qualified, they will still be designated as Active and, therefore, still count toward the original sponsoring Representative's Qualified status.

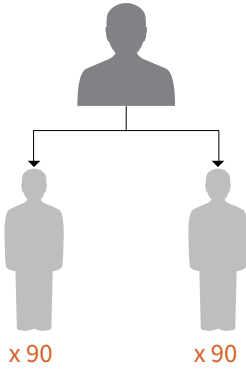
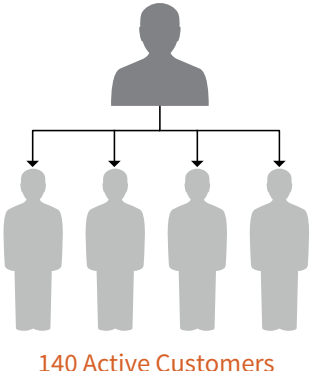
**NOTE:** Qualified Representatives will not generate any monthly Sales Credit(s) into the Binary Organization and will not contribute to his/her Upline's monthly cycles.

**SENIOR REPRESENTATIVE (SR)**

STATUS	CUSTOMER REQUIREMENT	COMMISSIONS & BONUSES
Qualified Representative (Q)	 <p>Thirty (30) Active Customers on left Binary Team and Thirty (30) Active Customers on his/her right Binary Team*. This is also called being “30/30.”</p>	<ul style="list-style-type: none"> <li>• Direct Commissions</li> <li>• Personal Sales Bonus</li> <li>• Weekly Bonuses (\$2,000 weekly maximum)</li> <li>• Monthly Residual Commissions, \$10/cycle (\$500 Monthly maximum)</li> <li>• TravelDollars subject to the \$2,000 maximum combined value of Cycle Bonuses and TravelDollars</li> <li>• Lifestyle Bonus</li> </ul>

\*Based on Team sales and Auto-Balance of Customer-only Sales. For purposes of rank qualification, an Active DreamTrips Platinum Customer shall count as two (2) Active Customers.

**DIRECTOR (DIR)**

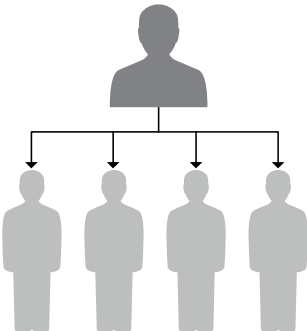
STATUS	CUSTOMER REQUIREMENT	LINEAGE REQUIREMENT	COMMISSIONS & BONUSES
Qualified Representative (Q)	 <p>Ninety (90) Active Customers on left Binary Team and ninety (90) Active Customers on right Binary Team.*</p>	 <p>140 Active Customers</p> <p>No more than ninety (90) counted from any one line.</p>	<ul style="list-style-type: none"> <li>• Direct Commissions</li> <li>• Personal Sales Bonus</li> <li>• Weekly Bonuses (\$2,000 weekly maximum)</li> <li>• Monthly Residual Commissions, \$15/cycle (\$2,000 Monthly maximum)</li> <li>• TravelDollars, subject to the \$2,000 maximum combined value of Cycle Bonuses and TravelDollars</li> <li>• Lifestyle Bonus</li> </ul>

\*Based on Team sales and Auto-Balance of Personal Customer-only Sales. For purposes of rank qualification, an Active DreamTrips Platinum Customer shall count as two (2) Active Customers.

**Exception**

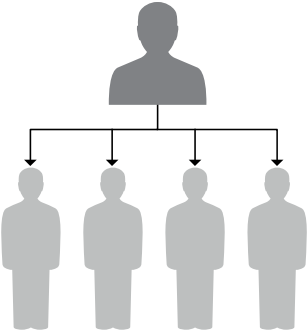
Representatives enrolled prior to September 1, 2010, may obtain the rank of Director without the Lineage requirement outlined above until 11:59:59 PM (Midnight) Central Time on February 28, 2011. Beginning March 1, 2011, Representatives who have not met the Lineage requirement outlined above will be reclassified as Senior Representatives.

**MARKETING DIRECTOR (MD)**

ATTAINED RANK	LINEAGE REQUIREMENT	EARNINGS REQUIREMENT	COMMISSIONS & BONUSES
Director (DIR)	 <p><b>400 Active Customers</b> No more than two hundred (200) counted from any one line.</p>	\$6,750 cumulatively in the preceding three calendar months \$2,250/month average. (TravelDollars are included)	<ul style="list-style-type: none"> <li>• Direct Commissions</li> <li>• Personal Sales Bonus</li> <li>• Weekly Bonuses (\$5,000 weekly maximum)</li> <li>• Monthly Residual Commissions, \$15/cycle (\$5,000 Monthly maximum)</li> <li>• TravelDollars, subject to the \$5,000 maximum combined value of Cycle Bonuses and TravelDollars</li> <li>• Lifestyle Bonus</li> </ul>

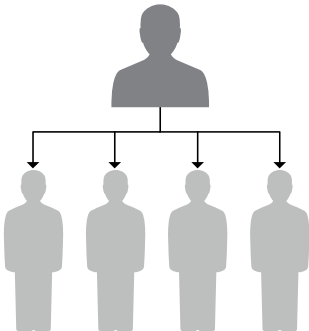
Personal Customer-only sales will also count toward the total Lineage, although they will not be assigned to a specific line. For purposes of rank qualification, an Active DreamTrips Platinum Customer shall count as two (2) Active Customers. To maintain the MD rank, the Representative must continue to average at least \$6,750 in the preceding three calendar months.

**REGIONAL MARKETING DIRECTOR (RMD)**

ATTAINED RANK	LINEAGE REQUIREMENT	EARNINGS REQUIREMENT	COMMISSIONS & BONUSES
Marketing Director (MD)	 <p><b>900 Active Customers</b> No more than three hundred (300) counted from any one line.</p>	\$15,750 cumulatively in the preceding three calendar months \$5,250/month average. (TravelDollars are included)	<ul style="list-style-type: none"> <li>• Direct Commissions</li> <li>• Personal Sales Bonus</li> <li>• Weekly Bonuses (\$10,000 weekly maximum)</li> <li>• Monthly Residual Commissions, \$15/cycle (\$10,000 Monthly maximum)</li> <li>• TravelDollars subject to the \$10,000 maximum combined value of Cycle Bonuses and TravelDollars</li> <li>• \$1,000 DreamCar Bonus Monthly</li> </ul>

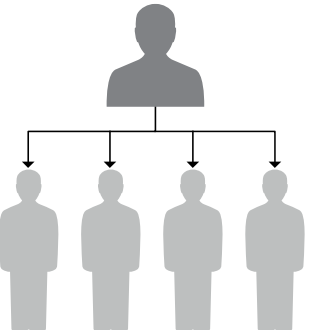
Personal Customer-only sales will also count toward the total Lineage, although they will not be assigned to a specific line. For purposes of rank qualification, an Active DreamTrips Platinum Customer shall count as two (2) Active Customers. To maintain the RMD rank, the Representative must continue to average at least \$15,750 in the preceding three calendar months.

**NATIONAL MARKETING DIRECTOR (NMD)**

ATTAINED RANK	LINEAGE REQUIREMENT	EARNINGS REQUIREMENT	COMMISSIONS & BONUSES
Regional Marketing Director (RMD)	 <p><b>1,800 Active Customers</b> No more than six hundred (600) counted from any one line.</p>	\$31,500 cumulative earnings in the preceding three calendar months \$10,500/month average (DreamCar Bonus and TravelDollars are included)	<ul style="list-style-type: none"> <li>• Direct Commissions</li> <li>• Personal Sales Bonus</li> <li>• Weekly Bonuses (\$20,000 weekly maximum)</li> <li>• Monthly Residual Commissions, \$15/cycle (\$20,000 Monthly maximum)</li> <li>• TravelDollars, subject to the \$20,000 maximum combined value of Cycle Bonuses and TravelDollars</li> <li>• \$1,000 DreamCar Bonus Monthly</li> </ul>

Personal Customer-only sales will also count toward the total Lineage, although they will not be assigned to a specific line. For purposes of rank qualification, an Active DreamTrips Platinum Customer shall count as two (2) Active Customers. To maintain the NMD rank, the Representative must continue to average at least \$31,500 in the preceding three calendar months.

**INTERNATIONAL MARKETING DIRECTOR (IMD)**

ATTAINED RANK	LINEAGE REQUIREMENT	EARNINGS REQUIREMENT	COMMISSIONS & BONUSES
National Marketing Director (NMD)	 <p><b>3,000 Active Customers</b> No more than one thousand (1,000) counted from any one line.</p>	\$31,500 cumulative earnings in the preceding three calendar months \$10,500/month average (DreamCar Bonus and TravelDollars are included, DreamHome excluded)	<ul style="list-style-type: none"> <li>• Direct Commissions</li> <li>• Personal Sales Bonus</li> <li>• Weekly Bonuses (\$25,000 weekly maximum)</li> <li>• Monthly Residual Commissions, \$15/cycle (\$50,000 Monthly maximum)</li> <li>• TravelDollars subject to the \$25,000 maximum combined value of Cycle Bonuses and TravelDollars</li> <li>• \$1,500 DreamCar Bonus Monthly</li> <li>• \$3,000 DreamHome Bonus Monthly maximum</li> </ul>

Personal Customer-only sales will also count toward the total Lineage, although they will not be assigned to a specific line. For purposes of rank qualification, an Active DreamTrips Platinum Customer shall count as two (2) Active Customers. To maintain the IMD rank, the Representative must continue to average at least \$56,250 in the preceding three calendar months.



### *Bonus Business Center*

When a Representative generates at least \$25,000 in income during a single calendar month from a single Business Center, the Representative will be issued a bonus in the form of the one-time creation and insertion of a new Business Center directly above the existing Center.

The original Business Center will be directly sponsored by the new Business Center, thus creating its first line of Lineage.

### *Limitations*

The new Business Center will maintain the same ownership as the original Business Center and will not be sellable or transferable except as set out in the WorldVentures Policies and Procedures or in the event of the Representative's complete divestiture of all WorldVentures business interests.

The original Business Center is only eligible to generate a Bonus Center once. The new (Bonus) Business Center will also be eligible for the awarding of a Bonus Center upon generating at least \$25,000 in income during a single calendar month.

### *Monthly Rank Grace Period*

Available twice per calendar year, non-consecutively, to Senior Representatives and above, the Monthly Rank Grace Period is independent of the recurring order (Active Status) Grace Period.

Once a Representative achieves the rank of Senior Representative, he/she will be eligible for Rank Grace Periods. In the event that a Representative is a Senior Representative in the month of July but drops out of Senior Representative qualification when month-end rankings are calculated on August 1, due to insufficient Customer volume (or, alternatively, due to insufficient Earnings at higher ranks), he/she will still be paid his/her July monthly commissions as a Senior Representative, as well as all weekly commissions for the month of August as Senior Representative. If he/she does not regain his/her Senior Representative rank by the end of August, he/she will not receive his/her August monthly commissions in September. To clarify, if he/she is unable to regain the Senior Representative rank, he/she would no longer be eligible for Monthly Rank Grace Periods until he/she successfully regains the Senior Representative Rank.

Likewise, if a Representative previously achieved the IMD rank in July but drops out of IMD qualification when month-end rankings are calculated on August 1 (due to either insufficient Customer volume or insufficient earnings) he/she would still be paid his/her July monthly commissions and DreamCar and DreamHome bonuses. However, if he/she is unable to regain his/her IMD rank by the end of his/her grace month, he/she would forfeit his/her DreamHome bonus and his/her higher monthly commissions and DreamCar bonus and be paid as an NMD in September.

Monthly Rank Grace Periods can only be initiated at the beginning of a calendar month. If a Representative is not in a Monthly Rank Grace Period, and drops below the Customer volume required for his/her rank during a weekly pay period, this will not trigger a Monthly Rank Grace Period and the Representative would be compensated based on his/her actual rank at the time the weekly pay period runs.

## **APPENDIX**

### **65% PAYOUT CAP RULE**

WorldVentures commits to paying up to 65% of revenue from all Sales Volume generated by our Representatives back to the field and sets these amounts aside into separate commission accounts. To ensure the long-term viability of WorldVentures and to protect future opportunities for our Representatives, the Company must limit the amount of total commission payout to this percentage. This 65% maximum is called the 65% Payout Cap.

Here is an example of how it works: If Weekly Sales Volume for a given week were \$1,000,000 companywide, then WorldVentures would pay a maximum of \$650,000 in commissions to our Representatives. If the weekly commissions process generated \$700,000, or 70%, then all commission checks would be "shaved" an equal percentage to bring the total payout back to 65%. This would cause a weekly cycle to pay out less than \$100. The same is true of Monthly Residual Commissions. The 65% Payout Cap is necessary to ensure the long-term health and continued growth of WorldVentures and to provide long-term opportunity for our Representatives.

Each of the two WorldVentures commission programs (weekly and monthly) is self-contained, and the 65% Payout Cap is applied separately to each one. Additionally, any surplus funds from commission runs will be used to cover any shortfalls before commission checks are shaved within each of the commission programs.

## TRAVELDOLLARS REDEMPTION POLICY

TravelDollars can be redeemed through the Company and used in two ways:

1. TravelDollars can be redeemed toward the purchase of any of WorldVentures' DreamTrips if the Representative is also a DreamTrips Member. TravelDollars will be redeemed for the price of the DreamTrip, plus an additional 5% charge (e.g., If the trip cost is \$600, an additional \$30 will be added for a total TravelDollar redemption of \$630), on a reimbursement basis, OR;
2. TravelDollars can be used by any Representative booking regular travel on a reimbursement basis. After providing the necessary receipts and proof of travel, WorldVentures will reimburse said Representative. A Representative does not need to be a DreamTrips Member to use TravelDollars this way.

Each trip needs to be booked and paid in full before the TravelDollars expiration date. Partial TravelDollars cannot be used for any particular trip. A Representative must have enough TravelDollars for the entire travel package or travel fare. No partial reimbursements will be issued. Travel must have been consumed/taken prior to submitting the reimbursement request.

Air, Car, Hotel, and Cruise bookings are eligible for redemption. Additionally, airport parking, as well as transfers (including taxis, shuttles, and car service) are included. Entertainment and food expenses (including hotel amenities, mini-bar, room service, etc.) are not eligible.

TravelDollars expire if not used within one year from the date they are awarded.

TravelDollars are not transferable but can be redeemed by the Representative's immediate family. Immediate family is defined as the Representative's spouse and dependent children. Dependent children are those children residing with their parent(s) or legal guardian(s) who are unmarried, in school, and are 25 years of age or under. Additionally, a child who is permanently handicapped (no matter what age) and under the direct care of his/her parent(s) or legal guardian(s) is considered a dependent child.

## DREAMHOME BONUS POLICY

At the International Marketing Director level, WorldVentures Representatives qualify for a DreamHome Bonus. The Representative must be willing to provide a promotional picture and personal biography.

WorldVentures will make payments to the Representative, up to \$3,000 per month. WorldVentures will issue the bonus to the Representative in the amount of the actual home payment, up to but not exceeding the monthly maximum (e.g., Representative with a \$2,500 home payment would only receive a bonus of \$2,500).

Payments by WorldVentures will be maintained as long as Representative maintains IMD status.

### ***DreamHome Bonus Requirements:***

- *Can be a new home or Representative's existing home*
- *Can be an apartment, condo, or house*
- *Can be leased or purchased*
- *Must fully document that residence belongs to the Representative.*

## SPECIAL PROGRAMS

From time to time, WorldVentures introduces special programs such as DreamTrips U, which may include discretionary or discounted pricing and Product terms which will be allocated a Sales Credit value in the Compensation Plan. Details of the applicable Sales Credit values together with any other applicable variations or exceptions associated with participation in a special program will be available in the program documentation issued by WorldVentures for each special program. Representatives must check the details of each special program for applicable variations or exceptions to this Compensation Plan.

## LIFESTYLE BONUS PROGRAM

The Lifestyle Bonus is a part of the Compensation Plan that allows Representatives to earn a lifestyle-supporting bonus quickly based on all Product sales. There are three tiers in the Lifestyle Bonus.

### *Tier 1*

A Representative can earn \$200 per month by simply meeting personal sales and Lineage Sales Volume requirements. A Representative who personally sponsors four (4) Active Customers of any of the DreamTrips Memberships Products and also generates at least 1600 in Lineage Sales Volume in one calendar month will earn the Tier 1 Lifestyle Bonus of \$200/per month as long as the Active Customer and Lineage Sales Volume requirements are met each calendar month. The combined 1600 in Lineage Sales Volume can be any combination of new Membership sales and monthly Membership fees, produced by a Representative and the Representative's Lineage Organization in a calendar month. No more than 400 in volume can be contributed by any one Lineage Organization towards the 1600 Lineage Sales Volume total.

## *Tier 2*

A Representative can earn \$300 per month by simply meeting personal sales and Lineage Sales Volume requirements. A Representative who personally sponsors five (5) Active Customers of any of the DreamTrips Memberships Products and also generates at least 3200 in Lineage Sales Volume in one calendar month, will earn the Tier 2 Lifestyle Bonus of \$300/per month as long as the Active Customer and Lineage Sales Volume requirements are met each calendar month. The combined 3200 in Lineage Sales Volume can be any combination of new Membership sales and monthly Membership fees produced by a Representative and the Representative's Lineage Organization in a calendar month. No more than 1667 in volume can be contributed by any one Lineage Organization towards the 3200 Lineage Sales Volume total. All Representatives who achieve the Tier 2 Lifestyle Bonus within their first eight (8) full weekly pay periods from the time of enrollment will earn double the Tier 2 Lifestyle Bonus within that eight (8) week period, A Representative who earns the Tier 2 bonus is not able to earn the Tier 1 bonus in the same calendar month.

## *Tier 3*

A Representative who personally sponsors six (6) Active Customers of the DreamTrips Memberships Products and who generates at least 5400 in Lineage Sales Volume in a calendar month will earn 8% of the Lineage Sales Volume total, from a minimum of \$400 up to a maximum of 8% of 11,250 in Lineage Sales Volume, or \$900, per calendar month. The combined 5400-11250 in Lineage Sales Volume can be any combination of new Membership sales and monthly Membership fees, produced by a Representative and the Representative's Lineage Organization in a calendar month. No more than 1667 in volume can be contributed by any one Lineage Organization towards the Lineage Sales Volume total for purposes of qualifying for Tier 3. However, once the minimum 5400 in Lineage Sales Volume is reached, up to 2000 in volume per Lineage Organization will be counted towards the calculation of commissionable volume for the bonus, up to a maximum of 11,250 in volume. All Representatives who achieve the Tier 3 Lifestyle Bonus within their first eight (8) full weekly pay periods from the time of enrollment will earn double the Tier 2 Lifestyle Bonus within that eight (8) week period, A Representative who earns the Tier 3 bonus is not able to earn the Tier 1 or 2 bonus in the same calendar month.

## *Grandfathering*

Representatives who qualified for the \$600 Bonus under the original Wings and Wheels Program at any time will continue to earn at least \$600 under the current Lifestyle Bonus, even if the 8% bonus applied to their Lineage Sales Volume would yield less than a \$600 bonus, provided that such Representatives continue to maintain at least 4999 in Lineage Sales Volume, with no more than 1667 from any one Lineage Organization, as well as six (6) personally sponsored Active Customers of DreamTrips Membership Products per calendar month (subject to the Personal Sales Grace Period rules above).

## *Eligibility*

All Lifestyle Bonus Qualified Representatives, Senior Representatives, Directors, and Marketing Directors enrolled as WorldVentures Representatives who are at the rank, or achieve and maintain the rank of Qualified Representative, Senior Representative, Director, or Marketing Director are eligible.

## *DreamCar Bonus*

Once a Representative achieves the rank of Regional Marketing Director, and begins receiving the DreamCar Bonus, neither the original Wings & Wheels Bonus, nor the Lifestyle Bonus will apply.

## *Qualification*

Qualification requires the respective personal sales and volume in Lineage Sales Volume outlined in Tier 1, Tier 2 and Tier 3, above, subject to the stated qualification limitations on Lineage Sales Volume from any one Lineage Organization.

## *Lineage Sales Volume*

For the purposes of this Lifestyle Bonus, Lineage Sales Volume refers to the total commissionable sales volume of Membership Products (DreamTrips, DreamTrips Gold, and DreamTrips Platinum, including initial and monthly fees), generated by a Representative and a Representative's Lineage Organization.

**NOTE:** *Spillover volume does not count toward qualifying volume for this promotion.*

Lineage Sales Volume for the Lifestyle Bonus expires at the end of each calendar month and may not be credited to any subsequent month.

## *Product Sales Volume Definitions*

Most Product sales generate Lineage Sales Volume at a one-to-one dollar ratio. So \$100 in sales generally equals 100 in Product Volume. However, please refer to the Products and Commissions Chart in your back-office for Products and volume details.

## General

Participation in the WorldVentures Compensation Plan is subject to the Representative complying with the terms of the WorldVentures Representative Agreement, including the Policies and Procedures at all times. The Compensation Plan is incorporated into the Representative Agreement for all Representatives who are registered as a WorldVentures Representatives.

In the event of any inconsistency between the WorldVentures Compensation Plan and the other documents incorporated into the Representative Agreement, the terms of the Compensation Plan shall take precedence.

## Chargebacks & Refunds

WorldVentures reserves the right to recover Sales Volume credited or commissions paid to a Representative any time a commissionable purchase of any kind is refunded to a Customer for whatever reasons.

## Effective Period

This Compensation Plan is effective from February 4, 2017 – April 14, 2017 unless further extended or amended by WorldVentures (Hong Kong) Limited.

## GLOSSARY OF TERMS

**Active Account Status** – Means an enrolled Representative who has an account that is eligible to become an Active Representative account upon payment of his/her RBS fee.

**Active Representative** – A Representative, including a Representative participating in the College/Young Professional Program, who has paid his/her initial fee, maintains his/her monthly RBS fee, and is eligible to accumulate sales credits towards earning commissions.

**Active Customer** – A Customer who has an Active and paid-up Product for the subject calendar month.

**Active Rank** – Refers to the current rank of a Representative, as determined by the WorldVentures Compensation Plan, for any calendar month OR Volume period. To be considered “Active” relative to a particular rank, a Representative must meet the criteria set forth in the WorldVentures Compensation Plan for his/her respective rank. (See the definition of “Rank” below).

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

**Binary Parent** – The Representative Business Center position directly above you in the Binary Organization.

**Binary Tree** – The structure into which a Representative’s Business Center is placed upon initial registration.

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

**Company** – WorldVentures Marketing (Hong Kong) Limited

**Customer** – A person who purchases WorldVentures Products for personal use. A Customer may also be a WorldVentures Representative who purchases WorldVentures Products for his or her personal use.

**Downline** – See “Marketing Organization” below.

**Downline Activity Report** – A monthly report generated by WorldVentures that provides critical data relating to the identities of Representatives, sales information, and enrollment activity of each Representative’s Marketing Organization.

**Downline Leg** – Each of the individuals enrolled immediately underneath a Representative and his/her respective Marketing Organization represents one “leg” in the Representative’s Marketing Organization. Each Business Center has two legs—one on the left and one on the right.

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

**Grace** – An event that occurs when the Representative has not made or is late with a payment, or has not qualified for a rank but penalties are not incurred.

**Inactive** – Term used to describe a Representative or Customer who is not Active.

**Level** – The layers of Downline Representatives in a particular Representative's Marketing Organization. This term refers to the relationship of a Representative relative to a particular Upline Representative, determined by the number of Representatives between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

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

**Marketing Organization** – The Representatives sponsored below a particular Representative.

**Personal Customer** – A Customer to whom the Representative personally makes a sale of one or more of WorldVentures' Products.

**Personal Sales Volume (PSV)** – The commissionable value of Products sold in a calendar month (1) by the Company to a Representative and (2) by the Company to the Representative's personally enrolled Customers.

**Products** – Except where specifically excluded, any or all of DreamTrips Membership ("DT"), DreamTrips Gold Membership ("DTG"), DreamTrips Platinum Membership ("DTP"), and any other products or services offered by WorldVentures from time to time.

**Rank** – The "title" that a Representative has achieved pursuant to the WorldVentures Compensation Plan.

**Representative Agreement** – The contract between the Company and each Representative includes the Representative Agreement, the WorldVentures Policies and Procedures, the WorldVentures Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by WorldVentures at its sole discretion and accepted by the Representative. These documents are collectively referred to as the "Representative Agreement."

**Representative Business System (RBS)** – An online tool that includes a personalized website and back office system, as well as online training and access to essential sales and marketing

tools to help Representatives build their WorldVentures business.

**Sales Credit** – A point value given to each Product.

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

**Sponsor** – The Representative to whom front-line Lineage is credited when a new Representative is enrolled into the Company and to whom Sales Volume is attributed when new Customers make Product purchases.

**Team** – The group of people organized to work together to promote the WorldVentures business which may as the context so admits include some or all of a Representative's Binary Organization.

**Upline** – Refers to the Representative or Representatives above a particular Representative in a sponsorship line up to the Company.

*WorldVentures calculates all monies due and processes all payments in US dollars (US\$). Any payment made using a credit card or debit card issued outside of the United States may be subject to exchange rate fluctuations and fees that are determined by the card issuer and over which WorldVentures has no control.*

WORLDVENTURES MARKETING (HONG KONG) LIMITED  
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