



ONE TRAVEL TEAM, LLC POLICIES & PROCEDURES

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PART X — DEFINITIONS



PART I — INTRODUCTION

I.1. Policies & Procedures, Representative Agreement Terms & Conditions and Compensation Plan. These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of One Travel Team (“One Travel Team” or the “Company”), are incorporated into, and form an integral part of, the One Travel Team Representative Application and Agreement (hereafter “Representative Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the One Travel Team Representative Agreement, these Policies, and the One Travel Team Compensation Plan. These documents are incorporated by reference into the Representative Agreement (all in their current form and as amended by One Travel Team). It is the responsibility of each Representative to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Representative, it is the responsibility of the sponsoring Representative to provide the most current version of these Policies to the applicant prior to his or her execution of the Representative Agreement.

I.2. Purpose of Policies. One Travel Team Representatives are required to comply with all of the Terms and Conditions set forth in the Agreement, which One Travel Team may amend at its sole discretion from time to time, as well as all federal and state laws governing their One Travel Team business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in these Policies carefully. They explain and govern the relationship between you, as an independent Representative and the Company.

I.3. Changes to the Representative Agreement, Policies and Procedures, or Compensation Plan. Because federal, state, and local laws, as well as the business environment, periodically change, One Travel Team reserves the right to amend the Agreement and the prices in its sole and absolute discretion. By signing the Representative Agreement, a Representative agrees to abide by all amendments or modifications that One Travel Team elects to make. Notification of amendments shall appear in Official One Travel Team materials. Amendments shall be effective upon publication in Official One Travel Team materials, including but not limited to, posting on www.OneTravelTeam.com e-mail distribution, publication in One Travel Team’s newsletter, or any other commercially reasonable method. The continuation of a business or an acceptance of bonuses or commissions constitutes acceptance by you of any and all amendments.

I.4. Delays and failures in performance. One Travel Team shall not be responsible for delays and failures in performance of its obligations when performance made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, curtailment of an inventory, or government decrees or orders.

I.5. Severability. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

I.6. Titles. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, terms of the Agreement.

I.7. Forbearance. The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. If One Travel Team exercise forbearance toward any right or power under the Agreement or fails to insist upon strict compliance by a Representative with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of One Travel Team right to demand exact compliance with the Agreement. An authorized



officer of the Company can effectuate waiver by the Company only in writing. Company' forbearance for any particular breach by a Representative shall not affect or impair One Travel Team rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Representative. Nor shall any delay or omission by One Travel Team to exercise any right arising from a breach affect or impair Company' rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Representative against One Travel Team shall not constitute a defense to One Travel Team enforcement of any term or provision of the Agreement.

PART II — BECOMING AN REPRESENTATIVE

II.1. Requirements to Become a Representative. To become a One Travel Team Representative, each applicant must:

- Be of the age of 18 or older
- Reside in the country, which have been officially opened by One Travel Team
- Have a valid Social Security Number or Federal Tax Identification Number (US residents only)
- Submit a properly completed and signed Representative Agreement to One Travel Team (the Company reserves the right to reject any applications for new Representatives) and
- Purchase a Business Owner Success System (B.O.S.S)

II.2. New Representative Registration.

For purposes of the Agreement, signatures on applications submitted through electronic methods shall be deemed original signatures. Faxed applications must include both the front and back of the Representative Agreement. After all requirements have been met, and the Company has approved Application, each representative will be assigned a Business Tracking Center under special ID number, which will become a part of One Travel Team Marketing Structure.

II.3. Representative Privileges.

Once an Representative Agreement has been accepted by One Travel Team, the privileges of the Compensation Plan and the Representative Agreement are available to the new Representative. These privileges include the right to:

- Retail One Travel Team products and services, which are published by One Travel Team and profit from these sales
- Participate in the One Travel Team Compensation Plan (receive bonuses and commissions, if eligible)
- Sponsor other individuals as Representatives into the One Travel Team business and thereby build a Marketing Organization and progress through the Ranks of the One Travel Team Compensation Plan
- Receive periodic literature and other communications from the Company
- Participate in Company -sponsored support service training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by One Travel Team for its Representatives.

II.4. Representative Agreement Renewal. The term of the Representative Agreement is one (1) year from the date of its acceptance by One Travel Team. Representatives must renew their Representative Agreement each year and retain annual subscriptions for the Business Owner Success System (B.O.S.S.) by paying a fee as determined by for the the Company on or before the anniversary date of their Representative Agreement. If Business Owner Success System subscription fee is not paid within thirty (30) days after the expiration of the current term of the Representative Agreement, the Representative Agreement may be canceled. B.O.S.S. subscription fee will be deducted from the Representative's bonus for the anniversary month of the Representative Agreement. If the bonus



amount is not sufficient to cover the material and subscription fee, a debit shall remain against the Representative's account until such funds are available.

PART III — OPERATING YOUR ONE TRAVEL TEAM BUSINESS

III.1. Adherence to the One Travel Team Compensation Plan. Representatives must adhere to the terms of the One Travel Team Compensation Plan as set forth in Official One Travel Team Materials. Representatives shall not offer the One Travel Team opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official One Travel Team Materials. Representatives shall not require or encourage other current or prospective customers or Representatives to participate in One Travel Team in any manner that varies from the program as set forth in Official One Travel Team Materials. Representatives shall not require or encourage other current or prospective customers or Representatives to execute any agreement or contract other than official One Travel Team agreements and contracts in order to become a One Travel Team Representative.

Similarly, Representatives shall not require or encourage other current or prospective customers or Representatives to make any purchase from, or payment to, any individual or other entity to participate in the One Travel Team Marketing and Compensation Plan other than those purchases or payments identified as recommended or required in Official One Travel Team Materials.

III.2. Advertising. All Representatives shall safeguard and promote the good reputation of One Travel Team and its products and services. The marketing and promotion of One Travel Team, the One Travel Team opportunity, the Compensation Plan, and One Travel Team products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. One Travel Team specifically prohibits the use of mass unsolicited

telephone autodialing, faxing, e-mail ("spam"), and "boiler-room" telemarketing operations.

To promote both the products and the opportunity One Travel Team offers, Representatives must use the sales aids and support materials produced by One Travel Team. If One Travel Team Representatives develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Representatives' good intentions, they may unintentionally violate any number of statutes or regulations affecting a One Travel Team business. These violations, although they may be relatively few in numbers, could jeopardize the One Travel Team opportunity for all Representatives. Accordingly, Representatives must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Representative receives specific written approval to use the material, the request shall be deemed denied.

III.3. Telemarketing Techniques. The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of One Travel Team, its products or the opportunity, is prohibited.

III.4. Trademarks and Copyrights. The name of One Travel Team and other names as may be adopted by One Travel Team are proprietary trade names, trademarks and service marks of One Travel Team. As such, these marks are of great value to One Travel Team and are supplied to Representatives for their use only in an expressly authorized manner. Use of the One Travel Team name or any form thereof, including their use as or within Internet domain names, on any item not produced by the Company is prohibited except as follows:

Representative's Name - Independent One Travel Team Representative

If a Representative uses the name One Travel Team and/or any of One Travel Team's services in his or her advertising, the Representative must identify the mark as the property of One Travel Team. All Representatives may list themselves as an "Independent One Travel Team



Representative” in the white or yellow pages of the telephone directory under their own name. No Representative may place telephone directory display ads using One Travel Team’s name or logo. Representatives may not answer the telephone by saying “One Travel Team”, or in any other manner that would lead the caller to believe that he or she has reached Corporate Offices of One Travel Team. Representatives may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from One Travel Team; nor may Representatives reproduce for sale or for personal use any recording of Company-produced audio or video presentations.

In accordance with a Representative’s strict adherence to the foregoing instruction on the use of One Travel Team’s trademarks, One Travel Team grants to each Representative so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of One Travel Team.

III.5. Media and Media Inquiries. Representatives must not attempt to respond to media inquiries regarding One Travel Team, its products or services, or their independent One Travel Team business. All inquiries by any type of media must be immediately referred to One Travel Team’s Corporate Offices.

III.6. Business Entities. A corporation, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a One Travel Team Representative by submitting a One Travel Team Business Entity Information Form along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to One Travel Team. A One Travel Team business may change

its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. To do so, the Representative(s) must provide the Entity Documents to One Travel Team. All of the shareholders, partners or trustees must sign the Representative Application. Members of the entity are jointly and severally liable for any indebtedness or other obligation to One Travel Team.

III.7. Changes to the information. Representatives must immediately notify One Travel Team of all changes to the information contained on his or her Representative Agreement. Representatives may modify their existing Representative Agreement (i.e., change Social Security Number to Federal Tax Identification Number, or change the form of ownership from an individual proprietorship to a Business Entity owned by the Representative) by submitting a written request, a properly executed Representative Agreement, and appropriate supporting documentation. Each business will receive a separate IRS Form 1099.

III.8. Addition of Co-Applicants. When adding a co-applicant (either an individual or a business entity) to an existing One Travel Team Business Tracking Center, the Company requires a written request as well as a properly completed Representative Agreement containing the applicant’s and co-applicant’s Social Security Numbers or Federal Tax Identification Numbers and signatures. To prevent the circumvention of the “Sale, Transfer or Assignment of Business Tracking Center” section (regarding transfers and assignments of One Travel Team Business Tracking Center), the original applicant must remain as a party to the original Representative Agreement. If the original Representative wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her Business Tracking Center in accordance with the “Sale, Transfer or Assignment of One Travel Team Business Tracking Center” section of these Policies. If this process is not followed, the Business Tracking Center shall be cancelled upon the withdrawal of the original Representative. All bonus and commission checks will be sent to the address of record of the original Representative. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in “Change of Sponsor” section of these Policies and Procedures. There is a \$50.00 fee for each change requested, which must be included with the written request and the completed Representative Agreement. One Travel Team may, at its discretion, require notarized documents before implementing any changes to a One Travel Team business. Please allow thirty (30) days after the receipt of the request by One Travel Team for processing.



III.9. Change of Sponsor. The transfer of a One Travel Team business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to One Travel Team's Corporate Offices, and must include the reason for the transfer. Transfers will only be considered in the following four (4) circumstances:

- Representative was placed under the wrong Sponsor or Enroller as a result of a system error.
- Within three (3) days of the enrollment date, the Representative seeking to transfer submits a properly completed Sponsorship and Enroller Transfer Form, which includes the signature of the Representative seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, a Representative may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis, and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Representative believes his or her enrollment was fraudulently induced.
- The Representative seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form that includes the written approval of all parties whose income will be immediately affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Representative signatures must be notarized. The Representative who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. Transferring Representatives must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by One Travel Team for processing and verifying change requests. A transferring Representative's downline shall remain in the original genealogy and shall not be moved with the transferring Representative; however, One Travel Team reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

III.10. Cancellation and Re-Application. A Representative may legitimately change organizations by voluntarily canceling his or her One Travel Team Business Tracking Center and remaining inactive (i.e., no sales of One Travel Team products, no sponsoring, no attendance at any One Travel Team functions, participation in any other form of Representative activity, or operation of any other One Travel Team business) for six (6) full calendar months. Following the six- month period of inactivity, the former Representative may reapply under a new Sponsor.

III.11. Indemnification for Unauthorized Claims and Actions. A Representative is fully responsible for all of his or her verbal and/or written statements made regarding One Travel Team services, and the Compensation Plan, which are not expressly contained in Official One Travel Team Materials. Representatives agree to indemnify One Travel Team and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by One Travel Team as a result of the Representative's unauthorized representations or actions. This provision shall survive the cancellation of a Representative's Representative Agreement.

III.12. Income Claims. At One Travel Team, we firmly believe that the One Travel Team income potential is great enough to be highly attractive, without reporting the earnings of others. While Representatives may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact One Travel Team as well as the Representative making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. When presenting or discussing the One Travel Team opportunity or Compensation Plan to a prospective Representative, Representatives may not make income projections, income claims or disclose his or her One Travel Team income (including the showing of checks, copies of checks or bank statements). The only income claims permitted as follow: **"THE FACT OF EXISTENCE OF THE COMPENSATION PLAN DOESN'T GUARANTEE THE INCOME. WITHOUT EFFORT, YOU WILL NOT GENERATE ANY INCOME.**



IN ORDER TO GENERATE AN INCOME YOU WILL NEED TO MAKE A LOT OF EFFORT. EVEN THAT DOES NOT GUARANTEE ANY INCOME. THE LEVEL OF SUCCESS OF ANY PARTICIPANT DEPENDS ON THEIR SKILLS, EFFORT, KNOWLEDGE, EXPERIENCE, ATTITUDE, CONNECTIONS, CONTRIBUTION, FINANCIAL STABILITY, ALLOCATED TIME, CREATIVITY AND WILL POWER. INDEPENDENT REPRESENTATIVES AND ONE TRAVEL TEAM, LLC DOES NOT GUARANTEE ANY INCOME AND DOES NOT MAKE ANY CLAIMS REGARDING INCOME. YOU SHOULD DO YOUR DUE DILIGENCE BEFORE BECOMING INDEPENDENT REPRESENTATIVE WITH ONE TRAVEL TEAM”

III.13. Conflicts of Interest / No solicitation. One Travel Team Representatives are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, Representatives may not recruit other One Travel Team Representatives or customers for any other multilevel or network marketing business. During the term of this Agreement and, for a period of six (6) months following the cancellation thereof, a Representative or former Representative may not recruit any One Travel Team Representative or customer for another multilevel marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning the U.S. and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this policy shall apply to all countries where One Travel Team is officially open for business. The term “recruit” means actual or attempted solicitation, enrollment, encouragement or effort to influence in any way, directly or through a third party, a One Travel Team Representative or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. If the Representative or former Representative directly or indirectly responds to an inquiry by a One Travel Team Representative, this also constitutes recruiting. Representatives may not display One Travel Team products or services with any other non-One Travel Team products or services. Representatives may not offer the One Travel Team opportunity, products or services to prospective or existing customers or Representatives in conjunction with any non-One Travel Team program, opportunity, product or service. Representatives may not offer any non- One Travel Team opportunity, products or services at any One Travel Team-related meeting, seminar or convention.

III.14. Downline Activity Reports. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary business trade secrets information belonging to One Travel Team. Downline Activity Reports are provided to Representatives in strictest confidence and are made available to Representatives for the sole purpose of assisting Representatives in working with their respective Marketing Organizations in the development of their One Travel Team business. Representatives should use their Downline Activity Reports to manage, motivate and train their Downline Representatives. The Representative and One Travel Team agree that, but for this agreement of confidentiality and nondisclosure, One Travel Team would not provide Downline Activity Reports to the Representative. Accordingly, Representatives shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third Party.
- Use the information to compete with One Travel Team or for any purpose other than promoting his or her One Travel Team business; recruit or solicit any Representative or customer of One Travel Team listed on any report, or in any manner attempt to influence or induce any Representative or customer of One Travel Team, to alter their business relationship with One Travel Team.
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.
- Upon demand by the Company, any current or former Representative will return the original and all copies of Downline Activity Reports to the Company. The provisions of this policy shall survive the termination or cancellation of a Representative’s Representative Agreement with One Travel Team.



III.15. Cross-Sponsoring. Actual or attempted cross-group sponsoring **IS STRICTLY PROHIBITED**. “Cross-group sponsoring” is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Representative Agreement on file with One Travel Team, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a One Travel Team business in accordance with the “Sale, Transfer or Assignment of One Travel Team Business” section of these Policies and Procedures.

III.16. Errors or Questions. If a Representative has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or charges, the Representative must notify One Travel Team within sixty (60) days of the date of the purported error or incident in question. One Travel Team will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

III.17. Right of Publicity. Representatives authorize One Travel Team to use their name, photograph, personal story and/or likeness in the Company’s advertising and/or promotional materials and waive all claims for remuneration for such use.

III.18. Governmental Approval or Endorsement. Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, Representatives shall not represent or imply that One Travel Team or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

III.19. Income Taxes. Every year, One Travel Team will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each Representative is responsible for paying local, state and federal taxes on any income generated as an independent Representative. If a One Travel Team Business Tracking Center is tax exempt, the Federal Tax Identification Number must be provided to One Travel Team.

III.20. Independent Representative Status. Representatives are independent Contractors, and are not purchasers of a franchise or a business opportunity. The agreement between One Travel Team and its Representatives does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Representative. A Representative shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Representatives are responsible for paying local, state, and federal taxes due from all compensation earned as a Representative of the Company. The Representative has no authority (express or implied), to bind the Company to any obligation. Each Representative shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Representative Agreement, these Policies, and applicable laws.

III.21. International Marketing. Representatives are authorized to sell One Travel Team products and services, and enroll customers or Representatives only in the countries in which One Travel Team is authorized to conduct business. No Representative may sell, give, transfer, import, export or distribute One Travel Team products or sales aids in any unauthorized country. In addition, no Representative may, in any unauthorized country: (A) conduct sales, enrollment or training meetings; (B) enroll or attempt to enroll potential customers of Representatives; or (C) conduct any other activity for the purpose of selling One Travel Team products, establishing a Marketing Organization, or promoting the One Travel Team opportunity.

III.22. Adherence to Laws and Ordinances. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Representatives because of the nature of their business. However, Representatives must obey those laws that do apply to them. If a city or county official tells a Representative that an ordinance applies to him or her, the Representative shall be polite and cooperative, and



immediately send a copy of the ordinance to the Compliance Department of One Travel Team. In many cases, there are exceptions to the ordinance that apply to One Travel Team Representatives.

III.23. Compliance with Laws and Ethical Standards. Representatives shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a Representative's One Travel Team business, the violation of any law, or any conduct that is unethical or, in One Travel Team's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

III.24. One Business Tracking Center per Representative. A Representative may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Business Tracking Center in the Marketing Structure of One Travel Team. No individual may have, operate or receive compensation from more than one Business Tracking Center in One Travel Team. Individuals of the same family unit may each enter into or have an interest in their own separate Business Tracking Center, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit: is defined as spouses and dependent children living at or doing business at the same address.

III.25. Actions of Household Members or Affiliated Individuals. If any member of a Representative's immediate household engages in any activity, which, if performed by the Representative named on the application, would violate any provision of the Agreement, such activity, will be deemed a violation by the Representative and One Travel Team may take disciplinary action pursuant to these Policies against the named Representative. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "Affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and One Travel Team may take disciplinary action against the entity.

III.26. Requests for Additional Records. Any request from a Representative for additional or replacement copies of invoices, applications or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

III.27. Compression of Marketing Organization. Upon cancellation of a Representative, all individuals on the first level of the canceling Representative shall move into the vacated position.

III.28. Sale, Transfer or Assignment of One Travel Team Business Tracking Center. Although a One Travel Team Business Tracking Center is a privately owned, independently operated business, the sale, transfer or assignment of a One Travel Team Business Tracking Center is subject to certain limitations. Unless otherwise agreed to in writing, if a Representative wishes to sell his or her One Travel Team Business Tracking Center, the following criteria must be met:

- The Representative shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the Business Tracking Center or allow a compression to occur.
- Protection of the existing line of sponsorship must always be maintained so that the One Travel Team Business Tracking Center continues to be operated in that line of sponsorship.
- A buyer or transferee must become a qualified One Travel Team Representative. If the buyer is an active One Travel Team Representative, he or she must first terminate his or her One Travel Team business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the One Travel Team business.
- Before the sale, transfer or assignment can be finalized and approved by One Travel Team, any debt obligations the selling Representative has with One Travel Team must be satisfied.
- The selling Representative must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a One Travel Team Business Tracking Center.



• Prior to offering a One Travel Team Business Tracking Center for sale, the selling Representative must notify One Travel Team's Corporate Offices of his or her intent to sell the One Travel Team Business Tracking Center.

III.29. Separation of a Business Tracking Center. Representatives sometimes operate their One Travel Team Business Tracking Center as husband-wife partnerships, regular partnerships, corporations or trusts. At such time as a marriage may end in divorce, or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the Business Tracking Center is accomplished so as not to adversely affect the interests and income of other Business Tracking Centers up or down the line of sponsorship.

If the separating parties fail to provide for the best interests of other Representatives and the Company, One Travel Team will involuntarily terminate the Representative Agreement and compress their entire Marketing Organization pursuant to the "Compression of Marketing Organization" section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Business Tracking Center pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize One Travel Team to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Business Tracking Center jointly, whereupon all compensation paid by One Travel Team will be paid in the joint names of the Representatives or in the name of the entity to be divided as the parties may independently agree between themselves. If the parties elect neither of the foregoing, One Travel Team will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding. Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will One Travel Team split commission and bonus checks between divorcing spouses or members of dissolving entities. One Travel Team will recognize only one Marketing Organization and will issue only one commission check per Business Tracking Center per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the Representative Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in his or her original Business Tracking Center, he or she is thereafter free to enroll under any Sponsor of their choosing, and need not wait six (6) months before reapplying. If a former entity Representative has completely relinquished all rights in his or her original Business Tracking Center, he or she must remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Business Tracking Center or before re-applying. In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any Representatives in their former organization or to any former retail customer. They must develop the new business in the same manner, as would any other new Representative.

III.30. Sponsoring. All Active Representatives in good standing have the right to sponsor and enroll others into One Travel Team. Each prospective customer or Representative has the ultimate right to choose his or her own Sponsor. If two Representatives claim to be the Sponsor of the same new Representative or customer, the Company shall regard the first application received by the Company as controlling.

III.31. Transfer upon Death of a Representative. Upon the death of a Representative, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Representative should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a will or other testamentary process transfers a Business Tracking



Center, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Representative's Marketing Organization provided the following qualifications are met. The successor(s) must:

- Execute a Representative Agreement;
- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the Business Tracking Center;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Representative's status; and
- Form a business entity and acquire a Federal Tax Identification Number, if the business is bequeathed to or inherited by joint heirs. One Travel Team will issue all bonus and commission checks and one IRS Form 1099 to the business entity. The heirs must provide One Travel Team with an address of record to which all bonus and commission checks will be sent.

III.32. Transfer upon Incapacitation of a Representative. To effect a transfer of a Business Tracking Center because of a Representative's incapacity, the successor must provide the following to One Travel Team: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the One Travel Team Business Tracking Center; and (3) a completed Representative Agreement executed by the trustee. The trustee must then:

- Execute a Representative Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all of the qualifications for the incapacitated Representative's status.

PART IV — RESPONSIBILITIES OF REPRESENTATIVES

IV.1. Change of Address or Telephone. To ensure timely delivery of support materials, commission checks and other important materials, it is critically important that One Travel Team's files are current. Representatives planning to move should send their new address and telephone number to One Travel Team's Corporate Offices.

IV.2. Continuing Development Obligations and Ongoing Training. Any Representative who is the Sponsor or Enroller of another Representative must perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her One Travel Team business. Representatives must have ongoing contact, communication and management supervision with the Representatives in their Marketing Organizations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Representatives to One Travel Team meetings, training sessions, and other functions. Upline Representatives are also responsible to motivate and train new Representatives in One Travel Team product knowledge, effective sales techniques, the One Travel Team Marketing and Compensation Plan, and compliance with Company Policies.

IV.3. Increased Training Responsibilities. As Representatives progress through the various levels of leadership, they will become more experienced in sales techniques and understanding of the One Travel Team program. They will be called upon to share this knowledge with lesser experienced Representatives within their Marketing Organization.

IV.4. Ongoing Sales Responsibilities. Regardless of their level of achievement, Representatives have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

IV.5. Protection of Reputation One Travel Team wants to provide its independent Representatives with superior products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to One Travel Team's Representative Services Department. While One Travel Team welcomes constructive input, negative comments and remarks made by



Representatives about the Company, its products or compensation plan serve no purpose other than to sour the enthusiasm of other One Travel Team Representatives. For this reason, and to set the proper example for their Downline Organization, Representatives must not disparage, demean or make negative remarks about One Travel Team, other One Travel Team Representatives, One Travel Team's products, Compensation Plan, or One Travel Team's directors, officers or employees.

IV.6. Harassment Zero-Tolerance Policy

One Travel Team has a zero-tolerance policy regarding harassment of another person by a One Travel Team Independent Representatives.

One Travel Team expects its Independent Representatives to treat each other, as well as potential Representatives and Customers with dignity and respect. A violation of this policy includes, but is not limited to:

- Intimidating, harassing, or other aggressive behavior;
- Causing repeated conflicts with Representatives or Customers;
- Direct or veiled threats of harm. Violations of this policy will result in termination. For anyone who is a victim of such behavior, it is important to respond appropriately. Please do not overreact and escalate the situation. Remain calm and notify One Travel One' Compliance Department immediately.

IV.7. Providing Documentation to Applicants. Representatives must provide the most current version of the Policies and the Compensation Plan to individuals whom they are sponsoring to become Representatives before the applicant signs a Representative Agreement. Additional copies of the Policies can be acquired from One Travel Team.

IV.8. Reporting Policy Violations. Representatives observing a violation of the Policies by another Representative should submit a written report of the violation directly to the attention of the One Travel Team Compliance Department. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

PART V — SALES REQUIREMENTS

V1. Product Sales. The One Travel Team Compensation Plan is based upon the sale of One Travel Team products and services to end consumers. Representatives must fulfill personal, Marketing Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

V2. Territory Restrictions. There are no exclusive territories granted to anyone. Representatives are not restricted to any specific territory. Representatives may operate in any territory, where there are no legal, administrative, legislative or other restrictions.

PART VI — REFUND POLICY.

VI.1. Merchandise returns and refund. The Representative understands that he or she has the right within a period of three (3) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and to recover all monies paid to or, to return any goods purchased within that period and which remain unsold provided that such unsold goods are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and; to require One Travel Team to refund an amount equal to one hundred per cent (100%) of any monies paid; and to cancel any services ordered within that period and to recover any monies paid in respect of such services not yet supplied to him or her.

VI.2. Procedures for Returns

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



- a) All merchandise must be returned by the Representative or customer who purchased it directly from One Travel Team.
 - b) No return shipments will be accepted without prior authorization from the One Travel Team customer service.
 - c) Proper shipping carton(s) and packing materials are to be used in packaging the goods being returned for replacement, and the best and most economical means of shipping is suggested. Except where One Travel Team accepts responsibility for the cost of return of goods in accordance with paragraph VI.1 above, all returns must be shipped to One Travel Team shipping pre-paid.
- One Travel Team does not accept shipping-collect packages. The risk of loss in shipping for returned goods shall be on the Representative.
- If the Company does not receive returned goods, it is the responsibility of the Representative to trace the shipment. No refund or replacement of goods will be made if the conditions of this paragraph VI.2. are not met.

PART VII — BONUSSES AND COMMISSIONS

VII.1. Bonus and Commission Qualification. A Representative must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Representative complies with the terms of the Agreement, One Travel Team shall pay commissions to such Representative in accordance with the Compensation Plan. The Company determines the minimum amount for which One Travel Team will issue a check. If a Representative's bonuses and commissions do not equal or exceed the minimum amount, the Company will accrue the commissions and bonuses until they reach the minimum amount. A check will be issued once this amount has been accrued.

VII.2. Adjustment to Bonuses and Commissions for Returned Products and Services. Representatives receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to One Travel Team for a refund, the bonuses and commissions attributable to the returned product will be deducted or will be withheld from any bonus, commission or other amount owed by the Company. Deductions will continue every pay period thereafter until the commission is recovered from the Representatives who received bonuses and commissions on the sales of the refunded goods.

VII.3. Currency Exchange

One Travel Team processes all payments and calculates commissions and bonuses in US dollars; where payment is made by the Representative or to the Representative the sum received may vary according to the exchange rate applied by the Representative's credit or debit card issuer over which One Travel Team has no control.

VII.4. Unclaimed Commissions and Credits. Representatives must deposit or cash commission and bonus checks within six (6) months from their date of issuance. A check that remains uncashed after six (6) months will be void. After a check has been voided, One Travel Team will credit the Representative's account. There shall be a \$15.00 charge for such a transaction; plus a \$10.00 monthly maintenance fee. Any other issued credit (other than a voided check) that remains unused after six (6) months will incur a \$10.00 monthly maintenance fee.

PART VIII — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

VIII.1. Disciplinary Sanctions. Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive or unethical business conduct by a Representative may result, at One Travel Team's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Representative to take immediate corrective measures;
- Loss of rights to one or more bonus and commission



- One Travel Team may withhold from a Representative all or part of the Representative's bonuses and commissions during the period that One Travel Team is investigating any conduct allegedly violate of the Agreement. If a Representative's Business Tracking Center is canceled for disciplinary reasons, the Representative will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Representative Agreement for one or more pay periods;
- Involuntary cancellation of the offender's Representative Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which One Travel Team deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Representative's Policy violation or contractual breach; and/or
- In situations deemed appropriate by One Travel Team, the Company may institute legal proceedings for monetary and/or equitable relief.

VIII.2. Grievances and Complaints. When a Representative has a grievance or complaint with another Representative regarding any practice or conduct in relationship to their respective One Travel Team businesses, the complaining Representative should report, in writing, to the Compliance Department at the Company.

VIII.3. Appeals of Sanctions. Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Representative may appeal the sanction to the Company. The Representative's appeal must be in writing and received by One Travel Team's Compliance Department within fifteen (15) days from the date of One Travel Team's sanction notice. If the appeal is not received by One Travel Team within the fifteen (15) day period, the sanction will be final. The Representative must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the Representative files a timely appeal of the sanction, the Company will review and reconsider the cancellation, consider any other appropriate action and notify the Representative in writing of its decision.

VIII.4. Arbitration. Any legal cause of action arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Representatives waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Marikopa County, Arizona, unless the laws of the state in which a Representative resides expressly require the application of its laws, in which case the arbitration shall be held in the capital city of that state.

All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in the Agreement shall prevent One Travel Team from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect One Travel Team's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

VIII.5. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside in Maricopa County State of Arizona, unless the laws of the state in which a Representative resides expressly require the application of its laws, in which case that state's law shall govern all issues relating to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the



State of Arizona shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Representative resides expressly require the application of its laws.

PART IX — INACTIVITY AND CANCELLATION - TERMINATION

IX.1. Effect of Cancellation and Termination. So long as a Representative remains active and complies with the terms of the Representative Agreement and these Policies, One Travel Team shall pay commissions to such Representative in accordance with the Compensation Plan. A Representative's bonuses and commissions constitute the entire consideration for the Representative's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a Marketing Organization). Following a Representative's non-continuation of his or her Representative Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Representative Agreement (all of these methods are collectively referred to as "Cancellation"), the former Representative shall have no right, title, claim or interest to the Downline Marketing Organization, which he or she operated, or any commission or bonus from the sales generated by the Marketing Organization. Representatives waive any and all rights, including, but not limited to, property rights, in the Marketing Organization, which they may have had. Following a Representative's cancellation of his or her Representative Agreement, the former Representative shall not hold himself or herself out as a One Travel Team Representative and shall not have the right to sell One Travel Team products or services. A Representative whose Representative Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

IX.2. Involuntary Cancellation (Termination). A Representative's violation of any of the terms of the Agreement, including any amendments that may be made by One Travel Team in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her Representative Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier, addressed to the Representative's last known address or that of his or her attorney, or when the Representative receives actual notice of cancellation, whichever occurs first. One Travel Team reserves the right to withhold and/or permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.

IX.3. Voluntary Cancellation. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Representative's signature, printed name, address and Representative Identification Number. If a canceling Representative is also a customer, if he or she wishes to remain a customer, he or she may do that.

IX.4. Non-Continuation. A Representative may also voluntarily cancel his or her Representative Agreement by failing to pay the material and subscription fee on the Agreement on its anniversary date.

PART X — DEFINITIONS

One Travel Team The term "One Travel Team" as it is used throughout the Agreement means One Travel Team Arizona Registered LLC

Active Representative

A Representative who satisfies the minimum Personal Sales Volume requirements, as set forth in the One Travel Team Compensation Plan, to ensure that a Representative Agreement remains in force.

Agreement



The contract between the Company and each Representative includes the Representative Agreement, the One Travel Team Policies and Procedures, and the One Travel Team Compensation Plan, all in their current form and as amended by One Travel Team in its sole discretion. These documents are collectively referred to as the "Agreement."

Autoship Customer

A customer who has executed a One Travel Team Customer Agreement and who agrees to purchase a specified package of One Travel Team services each calendar month.

Business Owner Success System (B.O.S.S.)

This is a marketing system with tools and instruments for successful operation of your business. This is the only purchase necessary to become Representative. Every Representative must pay annual subscription fee in order to maintain access to this system and continue business with One Travel Team. Business Owner Success System (B.O.S.S.) is non-commissionable product. No commissions will be paid when Representative enrolls another Representative.

Business Tracking Center

Placement under special ID number within One Travel Team Marketing Structure. All your business transactions and sales volume for your marketing organization is tracked under Business Tracking Center ID.

Commissionable Products / Services

All One Travel Team products and services on which commissions and bonuses are paid. Business Owner Success System (B.O.S.S.), sales aids, promotional materials are not commissionable products.

Company

The term "Company" as it is used throughout the Agreement means One Travel Team, LLC.

Downline Activity Report

A monthly report generated by One Travel Team that provides critical data relating to the identities of Representatives, sales information and enrollment activity of each Representative's Marketing Organization. This report contains confidential and trade secret information, which is proprietary to One Travel Team.

Enroller

A Representative who personally recruits another Representative and places the new Representative in his or her Downline. The Enroller of a new Representative may also be the new Representative's Sponsor.

Immediate Household

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

Level

The layers of downline customers and 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.

Line

Also called leg. A part of your Downline that starts with someone sponsored by you and continues below that sponsorship.

Marketing Organization

Customers and Representatives below a particular Representative.

Official One Travel Team Materials



Literature, audio or video content and other materials developed, printed, published and/or distributed by One Travel Team to Representatives.

Personal Sales Volume

A personal sale to a retail customer by the Representative generates commissionable sales volume. (Business Owner Success System (B.O.S.S.) and sales aids do not generate sales volume.)

Rank

The term Rank” refers the current rank of a Representative, as determined by the One Travel Team Marketing and Compensation Plan, for any volume period. To be considered “Qualified” relative to a particular rank, a Representative must meet the criteria set forth in the One Travel Team Compensation Plan for his or her respective rank.

Team Sales Volume

The commissionable value of One Travel Team products sales to a retail customer generated by a Representative’s Marketing Organization

Upline

This term refers to the Representative or Representatives above a particular Representative in a sponsorship line up to the Company.