

Members Only Travel, Inc. dba Association Funding Representative Agreement

This AGREEMENT, is made between Members Only Travel, Inc., (hereinafter "the Company") and _____, (hereinafter "the Representative").

Now, therefore, the Parties hereto agree as follows:

1. **EMPLOYMENT.** The Company shall employ the Representative as an independent contractor, and the Representative shall serve the Company upon the terms and conditions hereinafter set forth.

2. **INDEPENDENT CONTRACTOR STATUS.** The Parties acknowledge that the Representative shall not work under the direct control of the Company or its employees. The Representative shall undertake achieving the goals set forth in this Agreement and as indicated by the business operations of the Company and strictly adhering to the highest standards of legal and ethical conduct. The Representative shall make regular reports to the Company as to Representative's efforts on behalf of the Company. The Representative shall assume all risks of out-of-pocket expenses incurred in performing the duties and accomplishing the goals set forth herein. The Representative shall provide, at Representative's sole expense, a workspace or place of business which the Representative shall determine is sufficient for Representative's needs. The Representative shall equip said workspace with whatever manner of equipment Representative determines is suitable for creating and supporting the Representative's work product. Said equipment will remain the Representative's property. The Representative may set his own work schedule. The Representative is responsible for procuring any local licenses or permits required to conduct business at the workspace or within the community or communities in which the Representative shall be conducting activities contemplated herein. The Representative acknowledges that the Company has made no provision for reimbursement of any expenses nor has the Representative been promised any remuneration or compensation other than that which has been set forth in the compensation policy attached hereto.

3. **TERM.** The initial term of employment of the Representative hereunder shall commence upon execution of this Agreement and shall continue until such time as it is terminated as set forth in Section 6, "Termination" or by other operation of law.

4. **DUTIES.** During the period or periods of his affiliation with the Company, the Representative shall perform any and all services required or requested in connection with the acquisition of Affiliated Affinity Organizations for the Company's Members Only Travel marketing services as set forth in the Members Only Travel, Affiliated Affinity Organization Agreement.

5. **TIME REQUIREMENTS.** The Representative shall devote such time, energy, and skill to the duties of his employment hereunder as are necessary to fulfill the goals and intent of this Agreement and shall periodically, or at any time upon the request of the Corporation, submit data as services performed.

6. **COMPENSATION.** The Company shall pay to the Representative for his services an override on commissions received by the Company generated from those accounts which the Representative has obtained on behalf of the Company. Said payments shall be governed by the Compensation Policy attached hereto.

This compensation will continue as long as the Representative is subject to this Agreement and any extension of this Agreement and as may be modified from time to time. This compensation shall also continue past the termination of this Agreement, until such time as all amounts earned under this Agreement prior to the termination have been collected and paid.

7. **TERMINATION.** The Representative may terminate this Agreement at any time by providing the Company a minimum of 30 days written notice. The Company may terminate this Agreement for cause upon mailing the Representative written notification by registered mail. "For Cause" issues may include, but are not limited to, a finding by the Company that the Representative has violated any part of this Agreement, has misrepresented the Company, its policies or the travel services of its travel service providers in a material way, has conducted his affairs in a manner that would bring into question his or the Company's ethics, integrity or honesty, has been arrested or indicted for any act which could result in a felony conviction and/or committed any act or omission in contravention to a Company directive, policy or regulation.

The Company may also terminate this Agreement if it determines that the Representative has performed at a financial productivity level that places the Representative in the lowest 15% of all Company Representatives performing the same functions as contemplated by this Agreement.

The Company may terminate this Agreement without cause provided that the Company pays to the Representative all of the compensation which would be due the Representative under the Compensation Plan attached to this Agreement for a period of one year after the notice of termination.

The Company, at its sole discretion, in lieu of immediate termination may notify the Representative in writing of any violations of this Agreement or deficiencies in the Representative's performance and provide the Representative with a period of time to correct said violations or deficiencies. A single or multiple use of this provision does not entitle the Representative to subsequent similar notifications prior to a notice of termination.

All termination notices shall be in writing and sent to the Representative at the Representative's addresses of record via e-mail and registered mail.

8. **EXPENSE REIMBURSEMENTS.** The Company shall reimburse the Representative for travel and incidental expenses incurred and paid by the Representative which were authorized by the Company and incurred fulfilling a direct request by the Company.

9. **INDEMNIFICATION AND HOLD HARMLESS PROVISION.** The Representative agrees hereby to indemnify and hold harmless the Company from any and all claims by the Representative which may arise out of and in the course of the performance of his duties hereunder. Any and all claims for unemployment benefits and or claims for workers' compensation benefits are hereby expressly waived by the Representative who agrees to maintain separate policies of liability, health, and accident insurance as he may deem necessary for his personal need or as may reasonably be required by the Company in connection with the performance of his duties herein.

10. **RELATIONSHIP BETWEEN PARTIES.** The Representative is employed by the Company only for the purposes and to the extent set forth in this Agreement, and his relation to the Company shall, during the period or periods of his employment and services hereunder, be that of an independent contractor. The Representative shall be free to dispose of such portion of his entire time, energy, and skills that he is not obligated to devote hereunder to the Company, in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable provided that said activities are not in contravention to the Confidentiality and/or Non-Compete provisions in this Agreement. The Representative shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Company pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for its regular employees.

11. **PROFESSIONAL RESPONSIBILITY.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Representative in accordance with his

independent and professional judgment. The Representative shall perform his services in a good and workmanlike manner and in accordance with generally accepted business practices.

12. CONFIDENTIALITY. The Company has developed and maintains confidential information including but not limited to the following: Information concerning systems, designs, ideas, specifications, and business methodologies, as well as financial projections, financing plans, and other business information related to present or prospective business activities of the Company and its clients. All information, and all documents, records, notebooks, drawings, photographs, and any repositories or representations of such information are hereinafter referred to as confidential information.

It is understood that during the course of this Agreement, the Representative may be privy to said confidential property of, or in control of the Company. The Representative agrees that during his tenure with the Company and for a period of two years after his employment is terminated, regardless of cause, that he will not disclose such information to any entity, nor use such information to his own ends and gain, whether for himself, or any other entity. Further, the Representative acknowledges that some of this confidential information may be controlled by other Agreements, statutes, laws and regulations of which the Company will make him aware, and that it is the sole responsibility of the Representative to follow these in relationship to his use of any of the aforesaid information. Immediately upon cessation of his employment with the Company, he will return any and all Company documents and or other media containing confidential information and will not retain copies of any such documents or media.

Further, the Representative acknowledges that the list of the Company's customers as it may exist from time to time is valuable, special and unique asset of the Company's business. The Representative shall not, during or after the term of this Agreement, disclose the list of the Company's customers or any part thereof to any person, firm, company, association or other entity for any reason or purpose whatsoever.

In the event of a breach or threatened breach by the Representative of the provisions of this Section, the Company shall be entitled to an injunction restraining the Representative from disclosing, in whole or in part, the confidential information of the Company or Company's customer list in violation of this Agreement. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Representative.

13. NON-COMPETE. In consideration of his employment by the Company, the Representative agrees to not compete with the business of the Company or its designated successors or assigns. This Agreement will hold valid upon the termination of employment with the Company, notwithstanding the cause of termination. In addition, the Representative shall not directly or indirectly own, be employed by or work on behalf of any firm engaged in any business substantially similar to and competitive with the business of said Company. Commencing with the date of employment termination, this non-compete Agreement shall remain in full force and effect for one year.

14. ENTIRE AGREEMENT. This Agreement, any attachments addendums or modifications shall be construed in accordance with the laws of the State of California and shall constitute the entire Agreement between the parties.

In witness whereof, Members Only Travel, Inc. has caused this Agreement to be executed in its corporate name by a duly authorized representative of the Company and by the Representative named above, and they have set their hands as of this day and year written here _____.

Members Only Travel, Inc.

Representative