

# Wealthperx

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## MEMBER APPLICATION AND TERMS AND CONDITIONS

### SELECT ONE MEMBERSHIP LEVEL:

#### Director

**\$170.00 per month on ACH Autopay or \$530 Quarterly**

Build your own unlimited size pool in both Powerball and Mega Millions and get paid on everyone in your pool regardless of ticket winnings. Once your monthly commissions meet or exceed \$170 you will not be billed and the standard \$170 fee will be deducted from your earnings. If you do not wish to enroll in autopay, please enclose a check or money order for \$530. This covers three months of membership and the \$20 enrollment fee. You also get our Internet Marketing Power Pak FREE. This includes lead capture pages, self-replicating websites, and a pre-built autoresponder which follows up with prospects on your behalf. No set up required.

#### Player

**\$80 Per Month on ACH Autopay or \$260 Quarterly**

Lottery benefits only. You will have a pool of 7 others automatically assigned to you for all Powerball and MegaMillions drawings and receive 10% of all winnings. If you do not wish to enroll using autopay, please enclose a check or money order for \$260. This covers three months of membership and the \$20 enrollment fee.

### MONTHLY ADMINISTRATIVE FEE (ONE MUST BE SELECTED):

**\$0 US Residents** using autopay and can receive monthly statements online. A valid email address must be supplied on the application.

**\$5 All others.** Will apply to future statements only.

### ONE-TIME FEES & OPTIONS:

**New Membership Registration Fee (\$20.00) Required for all new applications.**

### ALL APPLICANTS MUST COMPLETE & SIGN THIS SECTION

Name \_\_\_\_\_ Sponsor # C5727

Company Name (If enrolling with a Tax Id) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip, Country \_\_\_\_\_

Telephone \_\_\_\_\_ *SSN or Tax ID* (US Residents) \_\_\_\_\_

Email address \_\_\_\_\_ Back Office Password \_\_\_\_\_

Your Signature below confirms you have read and agreed to the terms and conditions on the reverse side. Subscribers can upgrade, downgrade or cancel their subscription at any time by notifying the Company in writing by mail, fax or email. If you are paying quarterly please enclose a check or Money Order in the amount of \$530 for a Director Position or \$260 for a Player Position. Monthly payments are only available on autopay via a US Checking Account. Please complete the appropriate section on the reverse side. Send your signed application with payment to our address on top. Your Member ID and all other material will be sent by email and US Postal Mail once your application is processed and approved.

Signature \_\_\_\_\_ Date \_\_\_\_\_

COMPLETE NECESSARY SECTIONS ON REVERSE SIDE NEXT

Payments for membership can be made either quarterly by check or money order or monthly by ACH Autopay with a US Checking Account. If paying quarterly, please enclose a check or money order for \$530 (Director) or \$260 (Player) payable to WealthPerx for your first three months of membership. If after three months your commission (if you are a director) exceeds \$170 monthly, you will not be invoiced and fees will be subtracted from earnings. If you are paying monthly (and you are a Director) when commissions exceed \$170 your account will not be debited.

## Monthly Auto Payment

Your initial payment of \$20 plus the monthly membership fee totalling either \$190 (Director) or \$100 (Player) will be processed with your application. Subsequent payments are deducted from your US Checking Account on the 15th of every month. If you are a Director and your upcoming commission earnings exceed \$170 you will not be billed, but have the \$170 deducted from earnings instead. Please tape a VOIDED check below and complete the next section.

### Bank Draft Authorization

Please debit my monthly membership fee from the checking account I have indicated below. I will notify you by mail, fax or email if I want you to stop.

**.....YOU MUST INCLUDE A VOIDED CHECK FROM THIS ACCOUNT (must be U.S. funds on U.S. bank) .....**

Bank Name \_\_\_\_\_

Bank Address, City, State, Zip \_\_\_\_\_

Bank Routing # (9 digits) \_\_\_\_\_ Your Acct # \_\_\_\_\_

I (we) hereby authorize Wealthperx, hereinafter called "Company" to initiate entries and, if necessary, debit corrections and adjustment entries to my (our) account at the financial institution listed above. This authority is to remain in full force and effect until Company has received written notification from the recipient of its termination in such a time and manner to afford Company a reasonable time to act upon it. Autopayments are processed the first business day on or after the 15th of the month.

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

## MEMBERSHIP TERMS AND CONDITIONS

In accordance with the terms and conditions in this Agreement, I hereby submit my application to become a Member of Wealthperx ("Company") and hereby state that:

1. I am of legal age in the state or province in which I reside to enter into this Agreement.
2. The acceptance of this Application does not constitute the sale of a franchise or distributorship and there are no territories granted to anyone. No franchise fees have been paid and I am not acquiring any interest in a security by the acceptance of this Agreement. The Company reserves the right to accept or decline any application for membership.
3. I understand that as a Member I am an independent contractor; not an agent, employee, representative, or franchisee of the Company. I will set my own hours and determine my own location to make sales within the guidelines of this Agreement. As an independent contractor, I will be personally responsible for all federal, state/provincial, and local income and employment taxes, statutory contribution to federal, state/provincial and local governments; sales taxes and/ or all license fees incidental to carrying on business as a Member.
4. I agree to represent the company's Commission Plan fairly and completely and understand no earnings are guaranteed from participation in the Commission Plan.
5. Upon my death this agreement will become part of my estate.
6. I will make no statements, disclosures or representation in the selling of the Company's goods or in the referring of new members other than those contained in approved Company literature. All advertising and marketing materials must be previously approved for Member use by the Company.
7. The Company does not sell lottery tickets nor does it operate a lottery. The Company is not connected to or affiliated or approved by any state or multi-state lottery. The Company provides free lottery tickets to its members as a benefit of their memberships.
8. Member can upgrade, downgrade or cancel their membership at any time by notifying the Company in writing by mail, fax or email.
9. "Player" memberships agree that they only receive 10% of any personal lottery ticket winnings from the lottery tickets that the Company buys for them. "Player" memberships will be provided 7 other similar Members to be on their personal team. They will receive 10% of the ticket winnings from these other 7 Members.
10. "Director" memberships agree they only receive 50% of any personal lottery ticket

winnings from the lottery tickets that the Company buys for them. They also receive 10% of the ticket winnings from qualified club members in their 5-level pay plan in accordance with the Company's commissions schedule. Silver and Gold Directors agree that in the case of a jackpot ticket winning that Level 5 will only pay out 5% and 1% will be paid out on Levels 6 through 10. This is for Tier 1 lottery jackpot wins only.

11. The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control. These events include (but are not limited to): civil commotion, riots, invasions, war, fire, explosions, storm, flood, hurricane, disrupted use of public or private telecommunications networks, the postponement or cancellation of any lottery drawing, delays, losses, errors, or omissions in or made by the postal service or by the banking system.. We will make all reasonable endeavors to find a solution to any of these problems despite those events.

12. Returned checks are referred to Check Recovery Systems Inc. for collection.

13. This membership agreement is performable in Santa Monica, California. Any legal action concerning this membership agreement shall be brought to the applicable court serving Santa Monica, California. Louisiana resident subscribers may choose to bring actions in Louisiana courts. Iowa residents are not eligible for Wealthperx membership.

14. Refund policy: You will receive a refund of 100% of any unused membership fees upon request in writing (fax, email, mail). If a terminating Director has purchased sales materials while the subscription agreement was in effect, all unencumbered sales aids or tools in a resalable condition then in possession of the Director, which have been purchased within 12 months of cancellation, may be tendered for repurchase. The repurchase shall be at a price of not less than 90 percent of the original net cost to the Director. In addition, the Company will honor statutory buyback requirements of Georgia, Idaho, Louisiana, Maryland, Massachusetts, Montana, Nebraska, Oklahoma, Puerto Rico, South Dakota, Tennessee, Texas, Washington, and Wyoming. Wealthperx will also repurchase any sales materials and the Wealthperx Start-Up kit for a period of one year from the time of purchase providing the materials are current and in resalable condition NOTE: Sales materials not in resalable condition will be returned to the Director at the Director's cost. Additionally, Montana independent Directors who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.