

PATHS PRIVATE LABEL

Information Form

Fax or email scan of this form and the Agreement to: 213-232-3218 or info@paths-vx.com

Where would you like PATHS, S.A. to send your Checks?

Name: _____

Address: _____

City/State: _____

Zip/Country: _____

NON-PUBLISHED Contact information

Individuals Name: _____

Phone number: _____

Email: _____

Name of Referring Affiliate: _____

INFORMATION YOU WANT PUBLISHED ON YOUR PRIVATE LABEL WEBSITE

First Choice for name of website address: [www.](#) _____

Example: www.paths-123.com

In case the address you choose is not available give us a second choice.

Second choice: [www.](#) _____

(Info for Contact Us page)

Company Name: _____

Contact Name: _____

Email address: _____

Phone number: _____ (optional)

Fax number: _____ (optional)

Your existing website address: [www.](#) _____ (optional)

AGREEMENT

1. Parties

This agreement is entered into on the _____ day of _____, 200__ between _____ (“AFFILIATE”) and PATH, S.A. (“Company”).

2. Obligations of Company

Company agrees to establish a private labeled version of Company website (www.paths-vx.com) in the name that AFFILIATE provides to the Company for the purpose of giving AFFILIATE their own URL to refer customers to Company product of PATHS modules. There is NO cost to AFFILIATE for Company providing this Private Labeled version of Company website.

For every customer that pays Company for product through the AFFILIATE private labeled website (and does not receive a refund), Company will pay AFFILIATE according to the attached “Schedule A”.

3. Obligations of AFFILIATE

AFFILIATE agrees not to make any effort specifically targeted to induce a customer of another AFFILIATE of the Company, or a customer of the Company, to terminate their use of the product, or to move from another website to the AFFILIATE’s website to use the Company product.

AFFILIATE will not engage in any communication, verbal, written, electronic or otherwise, that is contradictory to Company published material, or that is designed or intended to portray the Company in a negative manner.

AFFILIATE must have written approval from Company before doing any advertising, promoting, or any dissemination of information regarding the Company in Radio or Television media.

4. Independent contractor

AFFILIATE is, and throughout the life of this agreement shall be, an independent contractor and not an employee, partner or agent of Company.

5. Website and service performance

Company accepts no responsibility or liability for interruptions to any area of our service, website, Internet or offline operations, due to (but not limited to): Electrical outages/storms, natural disasters, death, war, unavailability of employees/contracted workers, "Acts of God", legal intervention, or any other situation or circumstance that renders us unable to perform our duties to you.

If such a situation arises, Company exercise every reasonable effort to resume the service as soon as is possible.

6. Miscellaneous

P.A.T.H.S. and “program authoring the human subconscious” are both trademarks of Company. They may not be sold, resold, copied, reproduced, distributed or used in any form, without prior written consent from Company.

“Schedule A” may be amended from time to time to increase/enhance existing AFFILIATE compensation. Amendments will be posted on the www.paths-embassy.com website set up for all AFFILIATE’s.

In instance of breach of this contract, written notice may be given to the party in breach, giving 20 days to cure said breach.

This agreement automatically renews every two years, in perpetuity, unless written notice is given by either party.

This agreement shall be governed by and construed in accordance with the laws of the Republic of Panama.

This Contract may be amended, supplemented or changed only by an agreement in writing signed by both AFFILIATE and Company. Either AFFILIATE or Company may terminate this agreement at any time with prior written notice of 2 (two) weeks. If Company terminates this contract for any reason other than breach by the AFFILIATE, then Company will continue paying AFFILIATE as outlined in the “**2. Obligations of Company**” paragraph above.

AFFILIATE Name and address:

PATHS, S.A.

The Century Tower
20th Floor, Suite 2007
Avenida Ricardo J. Alfaro
Panama City, Panama

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

Signature

Isis del Carmen Lara G. President
PATHS, S.A.

Signature

AFFILIATE name and Title

“Schedule A”

Page 1

Emissary: For every customer that pays Company for product through the AFFILIATE Private Labeled Website (and does not receive a refund), Company will pay AFFILIATE fifteen percent (15%) of said net payment received by the Company. These payments to AFFILIATE from Company will be made on, or about, the 7th and 21st of each month, one month in arrears.

Qualifications: AFFILIATE must already be using the PATHS products for sufficient time to have made a personal determination that they know that the product works for them, and are proud to have the privilege of introducing others to it. AFFILIATE must continuously be a customer on their own Private Labeled website. Failure to do so may result in revocation of Private Labeled website. (This requirement is waived if AFFILIATE is active on another AFFILIATE’s website)

Beginning 2 months from the date of this agreement, AFFILIATE must have 3 or more active customers on their Private Labeled website on the 7th and 21st of each month. Failure to do so will result in a reduction from fifteen percent (15%) payment to five percent (5%) payment until such time that there are 3 or more active customers again.

Beginning 2 months from the date of this agreement, if AFFILIATE does not maintain 3 or more active customers on their Private Labeled website, the Company may choose to discontinue AFFILIATE’s Private Labeled website.

Ambassador: An AFFILIATE that has “Ambassador” status has earned the right to give away 6 Free Private Labeled websites to individuals wishing to become AFFILIATE’s with the Company.

In addition to the above “Emissary” compensation, Company will pay Ambassador AFFILIATE as follows:

5% of net payment received by Company on all websites they give away (1st Generation)

3% of net payment received by Company on all 2nd generation websites

1% of net payment received by Company on all 3rd generation websites

These payments to AFFILIATE from Company will be made on, or about, the 7th and 21st of each month, one month in arrears

Qualifications: All qualifications listed under “Emissary”, Plus to be an Ambassador, AFFILIATE must have & maintain 3 active customers on their website.

“Schedule A”

Page 2

Silver Ambassador: An AFFILIATE that has “Silver Ambassador” status has earned the right to give away an additional 10 Free Private Labeled websites to Individuals wishing to become AFFILIATE’s with the Company.

In addition to the above “Emissary” and “Ambassador” compensation, the “Silver Ambassador” has earned the right to qualify for a MONTHLY BONUS POOL CHECK.

Qualifications: All qualifications listed for “Emissary” and “Ambassador”, Plus to be a Silver Ambassador, AFFILIATE must have & maintain a minimum of 3 1st generation AFFILIATE’s that have & maintain 3 active customers on their websites, OR have and maintain 12 active customers on their website.

Gold Ambassador: An AFFILIATE that has “Gold Ambassador” status has earned the right to give away unlimited Free Private Labeled websites to Individuals wishing to become AFFILIATE’s with the Company.

Compensation schedule is the same as for the Silver Ambassador.

Qualifications: All qualifications listed for “Emissary” and “Ambassador”, Plus to be a Gold Ambassador, AFFILIATE must have & maintain 8 1st generation AFFILIATE’s that have & maintain 3 active customers on their websites, OR have and maintain 27 active customers on their website.

“Schedule A”

Page 3

CUSTOMER CARE: All AFFILIATES must respond to Customer questions and inquiries made to their website in a timely manner...If you can't answer their questions, find someone who can. Failure to properly care for Customers and Potential Customers making inquiries may result in revocation of Private Labeled Website.

MONTHLY BONUS POOL CHECK: Two percent (2%) of all net payments received by the Company from ALL AFFILIATE's will be put into the **MONTHLY BONUS POOL**.

The entire Pool will be paid out each month to all Qualifying Silver and Gold Ambassadors in direct proportion of their compensation compared to each other.

Qualification: 60 or more active customers in their entire organization, REGARDLESS of depth.

ROLL-UPS:

As an Ambassador, Silver Ambassador or Gold Ambassador, if you have an AFFILIATE direct to you who loses their Private Labeled website, that website, will then have your contact information placed on it, and it will be your responsibility to take care of that websites Customers and inquiries.

You will also receive the normal compensation outlined in this Schedule A for that website. In the instance that there is a commission adjustment for any “Roll-Up” websites due to excessive cancellations of Customers, that will be reflected in your payment from the Company.