

Ultimate Marketing Corporation

738 Red Lion Road, Philadelphia, PA 19115
www.lifetimeofvacation.com

Phone: 215-833-6047
Fax: 215-677-9432

Business Promoter and Marketing Agreement

This Sales and Marketing Agreement executed on (Month) _____ (Day) _____, 200____,
between the Ultimate Marketing Corporation, a Pennsylvania Corporation, 738 Red Lion Road, Philadelphia, PA
19116, and (Individual or Company) _____, whose address is

_____.

WHEREAS:

Ultimate Marketing Corp. desires to retain the services of the Business Promoter or agent who desires to provide
Ultimate Marketing Corp. with such services upon the terms and conditions mentioned here under.

Now, therefore, in consideration of the promise and mutual promises herein, and other good and valuable
considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1) Business Promoter Services and Responsibilities

During the term of this agreement, Business Promoter shall be an independent contractor and not an employee of
the Company. Business Promoter responsibilities are to provide the following services to the Company (such
services not being inclusive in nature are subject to change or to be added).

A) Business Promoter will perform the duties of a Business Promoter for the sale and marketing of
timeshare/interval unit at Resorts, under contract with the Company throughout the world.

B) Business Promoter will be responsible for any and all activities that are necessary, proper, and reasonable to
market and sell the interval unit weeks at the properties.

C) Business Promoter will be responsible for any and all advertising and procurement activities in connection with
the marketing and selling of interval unit weeks other than brochures and other literature and written materials, if
any pertaining to the properties, which Company decides to provide Business Promoter.

D) Business Promoter will provide all prospective purchases with an Inspection of the Property at the cost of
_____ USD per person.

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E) Business Promoter will remit to Company all moneys received for the inspection program seven (7) days prior to the scheduled trip to Property.

2) Terms

Subject to the terms and conditions of terminations, the terms of this Agreement shall commence on the date first above written and continue for a period of one (1) year, and upon the expiration of above, this Agreement shall automatically renew, unless either party gives the other party 60 days prior written notice.

3) Business Promoter Fee

A) For services rendered hereunder, Company shall pay a Business Promoter fee of 7 % of the net sales price of interval unit weeks sold by Business Promoter at the Properties.

B) Net sales price shall mean the total consideration paid or to be paid for the purchase of interval unit weeks at the Property, less any and all discounts, rebates, or any financial inducement given to the purchaser by Company. Such net sales prices are properly stated and disclosed on the purchase agreement and related documents.

4) Business Promoter Covenants

During the terms of this Agreement, Business Promoter covenants and agrees that she/he will:

A) Conduct business and work so as to maintain and increase the good will and reputation of the Company.

B) Learn, observe, and strictly comply with the rules, regulations, and laws governing or pertaining to the sales of interval unit weeks.

C) Not engage in any activities which directly or indirectly compete with Company.

D) Accept the Business Promoter fee provide and paid pursuant to this Agreement, as full Compensation.

5) Company Covenants

Company covenants and agrees that it will:

A) Notify and supply Business Promoter with a list of interval unit weeks sold by the Business Promoter on a weekly basis.

B) Pay the Business Promoter fee, as provided in this Agreement.

C) Company will provide room for a sales presentation at the property during the visit of the potential purchasers.

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D) Company will provide all potential purchasers of Business Promoter, for a fee of _____ USD per person, a four days and three nights accommodation at the Property, which will include breakfast, lunch, dinner and all drinks. The above fee will also include a round trip ticket from the North East of the USA to the destination.

In witness whereof, the parties hereto have executed this Agreement effective as the date of _____.

Ultimate Marketing Corporation

Name _____

Signature _____

By _____

Business Promoter

Name _____

Signature _____