



DreamTrips Legacy LLC - Brand Ambassador Agreement

Defined terms are set forth below or may be separately defined in any of the documents incorporated by reference into the Agreement. References to the singular shall include the plural and to the masculine shall include the feminine wherever the context permits.

1. I understand that as a DreamTrips Brand Ambassador:
 - a. I have the right to promote the sale of DreamTrips products and services in accordance with the Agreement;
 - b. I have the right to enroll persons as DreamTrips Brand Ambassadors and/or as Members; and when I do so I will comply with all applicable DreamTrips policies including but not limited to Policies and Procedures relating to payment card handling information; and
 - c. I will train, motivate, and support the Brand Ambassadors in my Downline Marketing Organization.
2. I agree to present the DreamTrips Compensation Plan and DreamTrips products and services as set forth in official DreamTrips literature. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products and services marketed by DreamTrips, including but not limited to, obtaining and maintaining any and all permits and licenses required to perform under the Agreement and I understand that I will be personally liable for any fines and other expenses incurred by DreamTrips as a result of my failure to do so.
3. I agree that, as a DreamTrips Brand Ambassador, I am an independent contractor and not an employee, partner, legal representative, or franchisee of DreamTrips. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of DreamTrips. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF DreamTrips FOR FEDERAL OR STATE TAX PURPOSES. DreamTrips is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read (or agree to read before performing any Brand Ambassador activity) and agree to comply with this Brand Partner Agreement, the DreamTrips Policies and Procedures, DreamTrips Compensation Plan, and the Business Entity Registration Form (where appropriate), each of which are provided by DreamTrips on its website dreamtripslaunch.com and are incorporated into and made a part of this Brand Partner Agreement (these documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, i.e. not in violation of the Agreement, to be eligible for bonuses or commissions from DreamTrips. I understand that the Agreement may be amended at the sole discretion of DreamTrips, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official DreamTrips materials. The continuation of my DreamTrips business and/or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments. I acknowledge that all post sale customer service support may be rendered in English by DreamTrips or its

affiliates.

5. The term of the Agreement is one (1) year from the date of its acceptance by DreamTrips which will be the later of (i) the date that I execute the Agreement electronically via the company's Internet sign-up procedure and it is received and accepted by DreamTrips, (ii) the date that a signed original hard copy of the Agreement is received and accepted by DreamTrips and a computer record is made of the account or (iii) the date on which payment of the Initial IBO fees are paid. The Agreement shall thereafter automatically renew for successive one (1) year terms unless either I or DreamTrips provides the other with at least thirty (30) days' written notice of non-renewal. I may terminate the Agreement for any reason, at any time, by giving DreamTrips prior written notice by mail at its address of record or by e mail to support@DreamTrips.com. DreamTrips may terminate the Agreement pursuant to the Policies and Procedures or in the event that I breach any part of the Agreement. Following termination of the Agreement within fourteen (14) days from the date of initial purchase, (fifteen (15) days for Montana residents) upon request DreamTrips shall refund the purchase of the Brand Ambassador Annual Fee. If either I or DreamTrips elects to not renew the Agreement, or if it is terminated for any reason, I understand that I will permanently lose all rights as a Brand Ambassador, I shall not be eligible to promote DreamTrips products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former Downline Marketing Organization. In the event of termination or non-renewal for any reason, I waive all rights I have to my former Downline Marketing Organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former Downline Marketing Organization. DreamTrips reserves the right to terminate the Agreement upon thirty (30) days' notice if it elects in my country of residence to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate sale of its products and/or services via direct selling channels.

6. I may not assign or transfer any rights or sub contract my duties under the Agreement without the prior written consent of DreamTrips. Any attempt to transfer or assign the Agreement or sub contract my duties without the express written consent of DreamTrips may result in termination of the Agreement.

7. I understand that during any investigation by DreamTrips of my breach of the Agreement or my conduct as a Brand Ambassador, my Brand Ambassador position status may be suspended and any payments which may otherwise be owed to me shall be held until final resolution has been achieved. I acknowledge that in the event that DreamTrips determines that I have violated the Agreement, DreamTrips may terminate the Agreement and deactivate my Brand Ambassador position, in which event I will not be entitled to any payments or further commissions or compensation of any kind whether or not the sales for such bonuses or commissions have been completed or DreamTrips may impose upon me other disciplinary actions as set forth in the Policies and Procedures. In such circumstances DreamTrips may allocate my position together with any Downline Marketing Organization to another Brand Ambassador or applicant.

8. DreamTrips, its parent or affiliated companies, directors, officers, owners, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release DreamTrips and its affiliates from, all claims for consequential and exemplary damages. I further agree to release DreamTrips and its affiliates from all liability arising from or relating to the promotion or operation of my DreamTrips business and any activities related to it (e.g., the presentation of DreamTrips products and services or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify DreamTrips for any liability, (including attorney fees), damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business. DreamTrips may at any time set off any liability of the Brand Ambassador against any liability of DreamTrips, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by DreamTrips of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

9. The Agreement, constitutes the entire contract between DreamTrips and myself. Any promises, representations, offers, and other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by DreamTrips of any breach of the Agreement must be in writing and signed by an authorized officer of DreamTrips. Waiver by DreamTrips of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. All disputes and claims relating to DreamTrips, the Agreement, or DreamTrips products and services, the rights and obligations of an Brand Ambassador and DreamTrips, or any other claims or causes of action relating to the performance of either an Brand Ambassador or DreamTrips under the Agreement shall be settled totally and finally by arbitration in Dallas, Texas, or such other location as DreamTrips prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. 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. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. Nothing in the Agreement shall prevent DreamTrips 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 DreamTrips' 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. For the avoidance of doubt, the claims of different Brand Ambassadors shall be heard in separate, bilateral arbitration proceedings. DreamTrips does not consent to classwide arbitration proceedings, and Brand Ambassadors specifically waive any and all rights they may otherwise have to classwide arbitration. Arbitration proceedings and any award shall be kept confidential. No amendment to this arbitration provision shall apply to a dispute of which DreamTrips had actual notice on the date of the amendment. Any termination of this arbitration provision shall not be effective until 10 days after reasonable notice of termination is given to Brand Ambassadors or as to disputes which arose prior to the date of termination.
13. The parties consent to jurisdiction and venue before any federal or state court in Collin County, State of Texas, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. Notwithstanding the foregoing, Louisiana residents may bring an action against DreamTrips with jurisdiction and venue as provided by Louisiana law.
15. If a Brand Ambassador wishes to bring an action against DreamTrips for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against DreamTrips for such act or omission. Brand Ambassador waives all claims that any other statutes of limitations applies. If a Brand Ambassador brings or threatens to bring an action against DreamTrips including but not limited to any action for any act or omission arising from the Agreement, DreamTrips may at its option immediately suspend the Brand Ambassador position and may terminate the Agreement by fourteen (14) days' notice in writing to the Brand Ambassador.

16. I authorize DreamTrips to use my name, photograph, personal story and/or likeness in advertising/promotional materials, and grant DreamTrips an indefinite royalty free license to use all photographs, video and other images submitted by me to DreamTrips; I waive all claims for remuneration for such use.

17. I understand that participation in DreamTrips does NOT guarantee or assure any profits or success. I certify that no such representations of income or success have been made to me by DreamTrips or any Brand Ambassador.

18. During the term of this Agreement (and any renewals) and for (1) one year thereafter, I will not sell to DreamTrips customers or Brand Ambassadors any products, services or business opportunities that compete with DreamTrips products or services. In addition, during the term of the Agreement (and any renewals) and for (1) one year thereafter, I will not solicit or recruit DreamTrips employees, consultants, vendors, customers or Brand Ambassadors, whether active or inactive, to participate in any network-marketing program, The exception being those to whom I am both Enroller and Sponsor, as defined in the DreamTrips Policies and Procedures.

19. By completing and submitting this Brand Partner Agreement, I specifically authorize DreamTrips to transfer and disclose personal or confidential information which I have provided to DreamTrips in connection with my application to become a Brand Ambassador and in connection with my Brand Ambassador business and Downline Marketing Organization or that has been developed or provided to DreamTrips by me as a result of my activity as a Brand Ambassador, to its parent and affiliated companies, its partners, licensees, agents and vendors and to other DreamTrips Brand Ambassadors, who may or may not be in my immediate Upline or Downline, when necessary to ensure proper support for the DreamTrips business and to applicable government or regulatory bodies if required by law. I further authorize DreamTrips, its parent and/or affiliated companies and other DreamTrips Brand Ambassadors to communicate with me by electronic mail at the email address and/or by text message at the cell number I have entered on the front of the Application. I understand that such emails and / or text messages may include offers and solicitations for the sale and purchase of DreamTrips products, sales aids, and services. I further authorize DreamTrips to use my personal information for Brand Ambassador recognition and marketing materials and to release my name and telephone number in response to a customer's request for a Brand Ambassador in my area. If this information is not to be released, I agree to notify DreamTrips that I do not want this information released by written notice directed by email to support@DreamTrips.com. I agree to obtain, record, use, hold, transfer, dispose of and otherwise process personal information about customers, other DreamTrips Brand Ambassadors or any other person (however and whomever obtained from) only in accordance with the Agreement. Unless otherwise provided by DreamTrips, I understand that I (i) may only use such personal information for my DreamTrips business and for no other purpose(s); (ii) must comply with their obligations regarding privacy and data security as set forth in the Agreement; and (iii) must comply with like privacy and data security obligations to those imposed on DreamTrips under applicable laws in respect to such information. If any transfer of such personal data requires the execution of the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Economic Area to a third country ("Standard Contractual Clauses") in order to comply with the applicable privacy and data protection laws including the General Data Protection Regulation (where I am the party exporting personal data to DreamTrips or its affiliates outside the European Economic Area), I agree that I will complete all relevant details in, and execute the Standard Contractual Clauses and take all other actions required to legitimize the transfer.

20. Sections 12, 16, 18 and 19 shall survive any termination or expiration of the Agreement.