



**ULTIMATE CHOICE TRAVEL<sup>SM</sup>**  
**INDEPENDENT REPRESENTATIVE AGREEMENT**

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This Independent Representative Agreement ("Agreement") is made and entered into by and between UCT, LP (hereinafter referred to either as "Ultimate Choice Travel" or "Company") and you as an Independent Representative of Ultimate Choice Travel and participant in its related network marketing plan (herein after referred to as an "Independent Representative").

This Agreement also includes other important agreements or documents that set forth terms, conditions and other representations including but not limited to the Compensation Plan, Terms of Use, W-9 Certification/Agreement and Representative Pledge.

As part of becoming an Independent Representative of Ultimate Choice Travel, you agree that you willingly accept all the terms and conditions of this Agreement.

Please read the following information carefully.

Ultimate Choice Travel may revise this Agreement from time to time without prior notice. You should periodically review this Agreement, because the Agreement is binding on you. This Agreement also incorporates by reference other important agreements or documents that set forth terms, conditions and other representations relating to your becoming and remaining an Independent Representative of Ultimate Choice Travel, including but not limited to the Compensation Plan, published on the Ultimate Choice Travel Internet web site at [www.ultimatematch.com](http://www.ultimatematch.com).

AS AN INDEPENDENT REPRESENTATIVE, YOU HAVE A RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME, REGARDLESS OF REASON. IF YOU WISH TO CANCEL THIS AGREEMENT, PLEASE CONTACT VIA EMAIL [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com) OR A WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL BUSINESS ADDRESS AT 9433 BEE CAVES ROAD, BUILDING 1 SUITE 250, AUSTIN, TEXAS 78733, SO THAT A CANCELTION FORM MAY BE PROVIDED FOR YOU TO SIGN.

As an Independent Representative of the Company, you make the following representations and agree to the following Policies and Procedures:

1) Your sponsor has informed you that pursuant to Ultimate Choice Travel's 100% retail sales policy, no consumer purchase or fee other than a \$50.00 fully refundable Application Deposit, except where prohibited by law (and as is further described in Section 3 herein), is required or is a means by which to become a commissionable Ultimate Choice Travel Independent Representative. You were also informed that commissions and bonuses are only paid on customer sales for commissionable products and services.

2) You are of legal age in the state of your residency. You agree that you are an independent contractor, responsible for determining your own business activities without control of or direction by the company, and not an agent, employee or legal representative of the Company. You will not represent in any manner that you are an



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agent, employee or legal representative of the Company. You are responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state, or regulatory taxing agency, and the obtaining of applicable business licenses.

3) This position does not constitute the sale of a franchise or the sale of an Independent Representative position, and no subscription purchase or fee has been required of you for your becoming an Independent Representative other than a fully refundable, \$50.00 Application Deposit. You understand the Application Deposit is refundable by written request upon termination and is non-commissioned.

TO RECEIVE YOUR DEPOSIT REFUND, YOU UNDERSTAND AND AGREE YOUR REQUEST MUST BE SUBMITTED WITHIN 90 DAYS OF ENROLLMENT AS AN INDEPENDENT REPRESENTATIVE EITHER IN WRITING TO THE COMPANY AT ITS PRINCIPAL BUSINESS ADDRESS AT 9433 BEE CAVES ROAD, BUILDING 1 SUITE 250, AUSTIN, TEXAS 78733 OR VIA E-MAIL TO [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com). YOU CERTIFY YOUR UNDERSTANDING THAT VERBAL CANCELLATION REQUESTS MADE TO AN ULTIMATE CHOICE TRAVEL CORPORATE TEAM MEMBER OR ANOTHER ULTIMATE CHOICE TRAVEL INDEPENDENT REPRESENTATIVE WILL NOT BE ACCEPTED.

4) In presenting Ultimate Choice Travel consumer products and informing others about the opportunity to become an Ultimate Choice Travel Independent Representative, you agree that such presentations and related information shall be strictly conveyed in accordance with the following guidelines, and that you will be terminated as an Independent Representative if you fail to abide by the following:

a) In each presentation regarding the Independent Representative position, you will directly inform the prospect of the deposit requirement, where applicable, and that no fee or consumer purchase is required or is a means to become a commissionable Ultimate Choice Travel Independent Representative.

b) Except as provided in Section 12 herein, Independent Representatives will only use sales materials provided by Ultimate Choice Travel.

5) In order to maintain a viable marketing program and to comply with changes in federal, state, and local laws or changes in economic conditions, Ultimate Choice Travel may provide additional or modified policies and procedures for Independent Representatives from time to time, as well as modifications to its Compensation Plan, Terms of Use, W-9 Certification/Agreement and Representative Pledge. Such policies and procedures and Compensation Plan modifications, and all changes thereto, shall become a binding part of this Agreement upon publication on the official Ultimate Choice Travel Internet website located at [www.ultimatematch.com](http://www.ultimatematch.com).

6) You understand that no attorney general or other regulatory authority has reviewed, endorsed, or approved any product, compensation program or this Company, and you will make no such claim to others.



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7) You understand that your Independent Representative Agreement can be inherited or bequeathed, but cannot be transferred or assigned during your lifetime without prior written consent of the Company; which consent will not be unreasonably withheld. Failure to remain an eligible Independent Representative shall result in automatic suspension of your Independent Representative status and in such event; Company may elect to terminate this Agreement immediately upon written notice to you (see continuing eligibility requirements described in section 8. below).

As an accommodation to Independent Representatives in certain third party programs, the Company granted a right of lateral transfer for a nominal fee of \$100. The sole purpose of such an accommodation was to provide the lateral transferee the opportunity, at nominal cost, to operate as an Ultimate Choice Travel Independent Representative. Such accommodation was not made with the intent of accommodating lateral transferees to profit by "flipping" such distributorships or selling within a short period of time, thus creating a windfall. Therefore, it is Company policy that any business ownership established by an Ultimate Choice Travel Independent Representative that is the result of an accommodation lateral transfer shall be subject to the following restriction regarding sale or transfer: Such a business ownership may not be sold or transferred for a period of TWO years.

8) Unless sooner terminated as set forth herein, this Agreement shall commence on the date on which Ultimate Choice Travel receives and accepts your Representative's Application for Distributorship at its Corporate office in Austin, Texas. This agreement shall remain in effect until cancelled by either party, subject to the right of Ultimate Choice Travel to require annual or other periodic renewal of this Agreement, which may include renewal fees.

9) Ultimate Choice Travel expressly reserves the right to terminate this Agreement upon thirty (30) days written notice and in the event that it elects to:

- a) cease business operations;
- b) dissolve as a corporate entity; or
- c) terminate network marketing/multi-level marketing/direct selling methods.

Furthermore, Company has the right to terminate this Agreement at its sole election, for any reason, upon thirty (30) days written notice to you. You understand that you have the right to cancel at any time, regardless of reason. In order to cancel, you must send an email to [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com) or a written notice to the Company at its principal business address at 9433 Bee Caves Road, Building 1 Suite 250, Austin, Texas 78733, so that a cancelation form may be provided for you to sign.

A representative who fails to generate \$50 in personal sales revenue for 6 consecutive months shall be deemed inactive and ineligible for commissions on sales of his or her sales team until he or she has generated \$50 in personal sales commissions in a 1-month period. The representative position of an inactive representative who has failed



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to generate \$50 dollars in personal sales revenue for 12 consecutive months may be terminated. In the event of a termination, you understand if you decide to return to Ultimate Choice Travel as an Independent Representative, you will be required to join Ultimate Choice Travel as a new Representative losing any previous organization and/or promotion status and optional exclusive features.

Ongoing eligibility requirements are outlined in the Compensation Plan, which is published on the Ultimate Choice Travel Internet web site at [www.ultimatematch.com](http://www.ultimatematch.com) and is incorporated herein by reference. You understand that Company will pay all compensation earned by you up to any termination, cancellation or suspension date of this Agreement. You understand that Company will not pay compensation for periods during your ineligibility.

10) You understand that your marketing and promotion of Ultimate Choice Travel, its products and services, the Ultimate Choice Travel opportunity, and the marketing and Compensation Plan shall be consistent with the public interest, avoiding all discourteous, deceptive, misleading, unethical, illegal or immoral conduct or practices.

11) You acknowledge that Ultimate Choice Travel reserves the right to offer and/or sell its consumer products directly to the public or to resellers using marketing and sales channels other than this network marketing program.

12) You understand that all sales materials produced by Ultimate Choice Travel have been developed to be fair and to comply with the legal requirements of state and federal laws. You further understand and agree that as an Independent Representative of Ultimate Choice Travel;

a) You have the right to make copies of the sales materials for your personal use except where expressly prohibited.

b) You have the right to post copies of the sales materials on your personal website ("Third Party Website").

c) You have the right to create links into the Ultimate Choice Travel site from your Third Party Website, provided that clicking the link either replaces your Third Party Website in entirety with the Ultimate Choice Travel materials linked to, or places the Ultimate Choice Travel materials linked to in a window by themselves. You understand that this means specifically that you may not link any portion of the Ultimate Choice Travel site into a framed or similarly contained portion of your Third Party Website.

d) It is your responsibility to keep any copied material up-to-date. You understand that Ultimate Choice Travel is not responsible for notifying you of any revisions to the sales materials (currently documents are posted on the Ultimate Choice Travel website at [www.ultimatematch.com](http://www.ultimatematch.com) or at [www.ultimatechoicetravel.com](http://www.ultimatechoicetravel.com) with date of last revision information clearly marked in the footer of all published materials.)



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e) You have the right to reproduce testimonials taken from Ultimate Choice Travel materials in a written, email, website or other fashion.

f) No Internet links to the Ultimate Choice Travel website, other than those that comply with the provisions of this Agreement, shall be undertaken.

g) You have the right to copy any portion of a page from the Ultimate Choice Travel website and post it on your Third Party Website, ONLY if the following disclaimer is visible and readable alongside the copied portion of the web page;

"THIS IS NOT THE ULTIMATE CHOICE TRAVEL WEBSITE AND ULTIMATE CHOICE TRAVEL IS NOT RESPONSIBLE FOR THE CONTENT, CREATION, REPRESENTATIONS OR THE MAINTENANCE OF THIS SITE."

h) No representations, other than that as an Independent Representative of Ultimate Choice Travel, including but not limited to corporate association, partnership, Compensation Plan examples or income possibilities, may be used or made in any way, including but not limited to chat rooms, Third Party Websites, or testimonials.

i) You have the right to register the term "Ultimate Choice Travel Rep", "Ultimate Choice Travel Representative", "Ultimate Choice Travel Independent Rep", and "Ultimate Choice Travel Independent Representative" with search engines on the Internet. You have the right to register the term "Ultimate Choice Travel" provided that your Third Party Website properly communicates the trademarked status of the Ultimate Choice Travel trade name. You may not use logos of Partners outside of approved Corporate publications. You have the further right to add your status as an Independent Representative (example: Director, Senior Director, etc.), as long as you do NOT misrepresent that status. Other search engine registrations may be made, as long as they comply with the terms of this Agreement.

j) You have the right to make postings in chat rooms as long as the content of the postings complies with the terms and conditions of this Agreement or the Terms of Use for said chat room.

k) You promise to adhere to the Ultimate Choice Travel Representative Pledge (available for review at [http://www.umbizsite.com/Docs/UltimateMatchRepresentative Pledge.pdf](http://www.umbizsite.com/Docs/UltimateMatchRepresentativePledge.pdf) and in your Ultimate Choice Travel account after login in the 'Tools' tab under the 'Forms' link.) and hold your peers accountable for doing the same. You understand anything less compromises our purpose and has the potential to damage our Company, our independent businesses, our personal reputations and the tremendous opportunity we all have to achieve financial success.

13) You will comply with ongoing efforts to ensure Ultimate Choice Travel products, services and business opportunities are promoted in accordance with federal, state and



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international laws where applicable and all published policies, procedures, terms of use and agreements. You will not use or transmit unsolicited emails or faxes, mass e-mail distribution or "spamming" in order to promote Ultimate Choice Travel, its products, compensation plan or any other aspect of the Company. These restrictions do not include an email or fax: (a) to any person who has priorly expressed invitation or permission; or (b) to any person with whom you have an established personal or business relationship. YOU WILL NOT VIOLATE ANY STATE OR FEDERAL "DO NOT CALL" LAWS, the CAN SPAM ACT OR USE AUTOMATED CALLING.

14) You will not promote your Independent Representative business nor use the Company name, or the trade names, logos, Partner's logos, sales materials, trademarks or service marks of Ultimate Choice Travel or its Partners, except in materials provided by the Company. You understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal and state law. a violation of federal and state law.

15) You understand that you may not use or register or attempt to register any of Ultimate Choice Travel's or its Partners product names, service marks, service names, trademarks, trade names, the Company's name, or any derivative thereof, for any Internet domain name or into any electronic email address. You further understand that as an Independent Representative, you may not; (i) register a domain name or URL that contains the word "Ultimate Choice Travel", or "Ultimate Choice" (example: myultimatechoice.com or ultimatechoicetravel4U.com); and, (ii) register a domain name or URL that contains a misspelled version of the word "Ultimate Choice Travel" (example: ultmatechoice.com or ultimatetravle.com).

16) You shall not respond to media inquiries regarding Ultimate Choice Travel, its products or services, or its independent Ultimate Choice Travel business, without the express written consent and permission of Ultimate Choice Travel. You understand that all inquiries by any type of media must be immediately referred to Ultimate Choice Travel's Representative Support Department at [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com). You understand that this policy is designed to assure that accurate and consistent information is provided to the public.

17) You will not make copies or distribute copyrighted education material developed by Ultimate Choice Travel for Representatives without written permission from the Company.

18) You are solely responsible for supervising and supporting the Independent Representatives you sponsor into the program and in your commissionable downline. You agree to maintain monthly communication and support to those Independent Representatives in your commissionable downline by way of any of the following, or combination thereof: personal contact, telephone communication, written communication including frontline messaging, e-mail and attendance at Independent Representative meetings.





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19) You understand that Ultimate Choice Travel provides the following support to its Independent Representatives: (i) Ultimate Choice Travel will maintain your downline organization, sales, and commissions payment history; (ii) Ultimate Choice Travel will provide literature and sales aids necessary to enable the Representative to commence their business and are available free of charge on the Internet website of the Company; (iii) Ultimate Choice Travel will calculate and provide payment of commissions and bonuses pursuant to the Compensation Plan as published on the Ultimate Choice Travel Internet web site and incorporated herein by reference, and (iv) Ultimate Choice Travel will ship ordered sales aids within ten (10) days of receipt of order and/or clearance of funds, subject to availability of items ordered.

20) You understand Ultimate Choice Travel provides optional exclusive features to its Independent Representatives: (i) Ultimate Choice Travel will provide the ability to view your organization, sales, and commissions online; (ii) Ultimate Choice Travel will provide premium sales aids; (iii) Ultimate Choice Travel will provide training materials and periodic training sessions. You further understand that despite Ultimate Choice Travel's best efforts, at times the information posted on the Ultimate Choice Travel website may not be up to date and may not reflect the accurate, up-to-the-minute status of your organization and sales.

21) You understand and agree that you may purchase optional exclusive features as an Independent Representative for additional fees and/or required monthly maintenance and support fees, which may be waived at the discretion of the company as part of company sponsored promotions. In the event of cancellation, you understand that if you decide to return to Ultimate Choice Travel as an Independent Representative you will be required to join Ultimate Choice Travel as a new Representative losing any previous organization and/or promotion status and optional exclusive features.

22) Notwithstanding anything to the contrary, the Company will honor statutory requirements under all multilevel distribution and business opportunity statutes.

23) YOU UNDERSTAND THAT THE PURCHASE PRICE OF THE OPTIONAL AT COST TRAVEL BENEFITS AND OTHER PRODUCTS AND SERVICES ARE NOT REFUNDABLE AFTER 72 HOURS OF ENROLLMENT / PURCHASE. REQUEST FOR CANCELLATION MUST BE IN WRITING AND POSTMARKED OR RECEIVED BY ULTIMATE CHOICE TRAVEL NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY SUBSEQUENT TO THE DATE OF PURCHASE. YOU UNDERSTAND YOU MUST SEND YOUR WRITTEN REQUEST TO 9433 BEE CAVES ROAD, BUILDING 1 SUITE 250, AUSTIN, TEXAS 78733 OR VIA EMAIL TO [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com) SO THAT A CANCELLATION FORM MAY BE PROVIDED FOR YOU TO SIGN. YOU UNDERSTAND THAT YOU MUST RETURN ALL MATERIALS WITHIN 10 BUSINESS DAYS OF CANCELLATION. YOU UNDERSTAND VERBAL CANCELLATION REQUESTS MADE TO ANOTHER ULTIMATE CHOICE TRAVEL INDEPENDENT REPRESENTATIVE OR MEMBER OF THE ULTIMATE CHOICE TRAVEL CORPORATE TEAM WILL NOT BE ACCEPTED. REFUNDS OF LITERATURE AND SALES AIDS PORTION OF THE PURCHASE PRICE, IF ANY, ARE COVERED IN SECTION 42 HEREIN.



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24) Commission and bonus payments:

a) You understand that commissions and bonuses will be paid out only if the gross payout amount is greater than \$10.00. You understand that if payouts do not exceed these levels, then payment will be deferred until such time as they meet or exceed these payment levels.

b) You understand that commissions and bonuses will be paid to you no later than thirty (30) days after the close of each commission period. Fast Start Commission, Fast Start Bonus, and Leadership Bonus periods are scheduled to close weekly. Travel Commissions, and Leadership Residuals, are scheduled to close monthly. Commissions are paid via electronic funds transfer. You understand that such payments are subject to your keeping a valid electronic fund transfer account and making such account available to Company. You understand that if you have not provided a valid electronic fund transfer account within six months of earning commissions and/or bonuses, any such accrued commissions and/or bonuses owed to you will automatically be forfeited to the Company. You understand that certain payouts are planned for every week, but the Company makes no assurances or guarantees regarding the timing of payouts inside of thirty (30) days. You understand that if the Company incurs any delay in payment processing or EFT transfer due to errors on the Independent Representative's bank account or routing number, the Company is not responsible for late or missed payments.

c) You understand that you will forfeit all commissions earned where the appropriate account/transaction documentation is not received by the Corporate office within six (6) months of the commissionable transaction.

d) You understand that commissions accrued, and even paid, are subject to reversal in the event of error, duplicates, fraud, or cancellations within 10 days.

e) You understand that you will be charged a payment-processing fee for each compensation payment made to you hereunder. You understand that this processing fee will be 8% of the payout amount up to \$30.00 (ie: \$30.00 commission = \$2.40 fee) up to a \$3.00 maximum fee for any payout amount over \$30.00. You understand that the Company reserves the right to change these processing fees at its sole discretion.

25) You will not make false or misleading statements about Ultimate Choice Travel consumer products, or the Independent Representative position. You understand that display of commission information and the making of income projections to prospective Independent Representatives are prohibited.

26) You understand that Independent Representatives in the same household or business (10 or fewer employees) shall have the same sponsor. An Independent Representative may not have an ownership interest in or receive income from more than one Independent Representative position. **CHANGE OF YOUR ORIGINAL SPONSOR**





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IS NOT PERMITTED. Independent Representative and subscriber lists and names are owned by the Company and may never be used for any commercial purpose without prior written consent of the Company. During the active Term(s) of this Agreement and for one hundred eighty (180) days thereafter, you shall not, directly or indirectly, solicit Independent Representatives, Representative Agents, Agents or customers of Ultimate Choice Travel into another organization within the company or to another network marketing company, except those personally sponsored by you.

27) You understand that you shall not establish an Independent Representative account on behalf of another individual. Further, you shall not provide false or invalid social security numbers or federal employer identification numbers on an Independent Representative account. Forgery of another individual's name or establishing phantom subscriptions, Customer profiles or positions subjects you to termination and other possible penalties including criminal prosecution.

28) No individual may sign any Agreement or payment authorization on behalf of another individual, unless proof of Power of Attorney is provided.

29) You understand that if this Agreement is cancelled, transferred or terminated for any reason, you cannot re-enter into an Independent Representative Agreement with the Company for a minimum period of six (6) months from the termination or cancellation date without the prior written consent of Company.

30) You understand the laws of Texas govern this Agreement. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Austin, Texas. Louisiana Independent Representatives arbitrate in New Orleans, Louisiana.

31) You agree that as an Independent Representative, you are an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Ultimate Choice Travel. You are not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, or in the name of Ultimate Choice Travel. You understand that you will control the manner and means by which you operate your Independent Representative organization, subject to your compliance with this Agreement and the Compensation Plan (incorporated herein by reference). You agree that you will be solely responsible for paying all expenses incurred by you, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, meeting facilities and other expenses...

You understand that you shall not be treated as an employee of Ultimate Choice Travel for federal or state tax purposes. Ultimate Choice Travel is not responsible for federal or state tax withholding, and shall not withhold or deduct from your commissions and/or bonuses, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. Under penalties of perjury, you certify that:



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a) You are submitting your correct Social Security Number or Employer Identification Number (both collectively referred to as "Taxpayer Identification Number" or "TIN"), and

b) You are not subject to backup withholding because: (i) you are exempt from backup withholding, or (ii) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest and dividends, or (iii) the IRS has notified you that you are no longer subject to backup withholding, and

c) You are a U.S. resident (including a U.S. resident alien).

If federal or state tax withholding becomes legally required for you, you will contact Ultimate Choice Travel immediately at [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com).

32) You agree, and hereby subscribe, to receive marketing communications and related correspondence via email at the email address provided to Ultimate Choice Travel; provided, however, that you shall have the ability to unsubscribe from such communications by changing your Independent Representative preferences using the 'Account' tab and 'Communication' link when you are logged into your account at [www.ultimatematch.com](http://www.ultimatematch.com).

33) You give permission for Ultimate Choice Travel to use your name and any photographs taken at company related events and meetings in newsletters, announcements and other representative or marketing communications. You may withdraw your permission by giving written notice to Ultimate Choice Travel at its principal business address.

34) You understand that you do not have the ability to unsubscribe from legal or account specific communications sent by Ultimate Choice Travel.

35) You agree to share your e-mail address and name with your entire upline unless you provide notice via e-mail to the contrary to Ultimate Choice Travel at [repsupport@ultimatechoicetravel.com](mailto:repsupport@ultimatechoicetravel.com).

36) You understand that as a Representative, you are authorized to purchase Ultimate Choice Travel Vacation Packages, and other travel-related purchases. Purchasing such products, including the 2 for 1 Certificates, and selling them for an amount higher than you paid for them, or entering them into any auction whether online or in person, is expressly prohibited and doing so may result in the termination of your Independent Representative position.

37) You agree to protect, defend, indemnify and hold Ultimate Choice Travel, its agents, shareholders, employees, officers, directors, subsidiaries and affiliates, successors and assigns (individually, an "Indemnified Party", collectively, the "Indemnified Parties"), harmless from and against any and all third party claims, lawsuits, demands, actions, liabilities, losses, damages and expenses (including but not



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limited to the amount of any court costs and legal fees) (collectively, "Claims") arising out of or resulting from (i) your breach of this Agreement, (ii) the use by you of the Company's products and/or materials in a manner not specifically permitted by this Agreement, (iii) Claims involving improper labeling or advertising of the Company's products and services by you, or (iv) Claims that trademarks and/or materials that you use in association with your position as an Independent Representative, with the exception of any trademarks and materials supplied to you by the Company, infringe the rights of third parties. The Company shall notify you promptly in writing of a Claim for which it may seek indemnification from you under this Section 37. The Indemnified Party shall have the right to participate in the defense of the Claim through counsel of its selection at its own expense. Ultimate Choice Travel shall have the right at all times, in its sole discretion, to control the defense of the Claim, and no Claim shall be settled without Ultimate Choice Travel's prior consent.

38) You agree that you will not divulge the business secrets of Ultimate Choice Travel to third persons, in whole or in part, nor shall you utilize such business secrets for any business or commercial purpose, alone or in conjunction with others. The term "business secrets" as utilized in this agreement shall mean, but not by way of limitation, the names and addresses of Ultimate Choice Travel Independent Representatives, customers, and all lists associated therewith; the present and planned products, services, and pricing thereof of the Company; the present and future organizational, compensation and sales programs of Ultimate Choice Travel and financial information and data concerning its officers, directors, employees, and shareholders.

39) All written notices to you referenced herein shall be sent by the Company via U.S. Registered or Certified Mail, postage prepaid, return-receipt requested, or delivered by courier company, prepaid, to the address provided by you at the time of your registration or as updated in your 'Account' tab on the 'Business Info' link when you are logged into your account at [www.ultimatematch.com](http://www.ultimatematch.com).

40) If any provision of this Agreement should be determined by a court of competent jurisdiction to be void or in any measure unenforceable, the parties intend that such determination shall amend or modify this Agreement by eliminating or modifying only those provisions affected by the determination.

41) THIS AGREEMENT IS NOT BINDING AND EFFECTIVE UNTIL RECEIVED AND ACCEPTED BY ULTIMATE CHOICE TRAVEL AT ITS CORPORATE OFFICES IN AUSTIN, TEXAS.

42) REPRESENTATIVE MAY RETURN IN RESALABLE CONDITION ANY SALES AIDS PURCHASED FROM THE COMPANY WITHIN 30-DAYS OF PURCHASE AND RECEIVE A 90% REFUND. REPRESENTATIVE SERVICES PURCHASED FROM THE COMPANY MAY BE CANCELLED AT ANY TIME UPON WRITTEN OR E-MAIL NOTICE TO THE COMPANY FOR REFUND PRORATED ACCORDING TO TIME OF USE. SALES AIDS WILL BE REFUNDED ACCORDING TO ANY STATE LAW AT VARIANCE WITH THE ABOVE 30-DAY RETURN POLICY. SHIPPING COSTS FOR RETURNED ITEMS SHALL BE BORNE BY



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REPRESENTATIVE. **PURCHASES DELIVERED ELECTRONICALLY ARE NOT SUBJECT TO REFUND ONCE DELIVERED TO OR ACCESSED BY DISTRIBUTOR AS SUCH PURCHASES ARE NOT CAPABLE OF BEING RETURNED TO THE COMPANY. TRAVEL PACKAGES & SERVICES, MEMBERSHIPS AND SUBSCRIPTIONS ARE NOT CONSIDERED SALES AIDS.**

43) PAYMENT TERMS: CREDIT CARD AND DEBIT CARD ARE ACCEPTABLE FORMS OF PAYMENT WITH ORDER. PERSONAL AND COMPANY CHECKS ARE NOT ACCEPTED.

BY PROCEEDING FORWARD FROM THIS POINT AND CLICKING THE "I AGREE" BUTTON DURING THE REGISTRATION PROCESS, YOU ACKNOWLEDGE YOU HAVE REVIEWED, AND YOU AGREE TO ABIDE BY, THE TERMS OF THIS AGREEMENT AND THE COMPENSATION PLAN; WHICH IS PUBLISHED ON THE ULTIMATE CHOICE TRAVEL INTERNET WEB SITE AT [www.ultimatematch.com](http://www.ultimatematch.com). YOU WAIVE ANY RIGHT TO ASSERT A CLAIM THAT YOUR SIGNATURE AND ACCEPTANCE OF THESE TERMS ARE UNENFORCEABLE BECAUSE YOU ENTERED INTO THIS AGREEMENT ELECTRONICALLY; BY CLICKING THE "I AGREE" BUTTON, IT IS JUST AS THOUGH YOU HAD SIGNED IT PERSONALLY. BY PROCEEDING FORWARD FROM THIS POINT, THIS AGREEMENT SHALL BE CONSIDERED BINDING AND IN EFFECT AND SHALL BE CONSIDERED TO HAVE BEEN RECEIVED AND ACCEPTED BY ULTIMATE CHOICE TRAVEL IN AUSTIN, TEXAS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THIS WEB PAGE BY CLICKING THE "BACK" BUTTON DURING THE REGISTRATION PROCESS. YOU WILL THEN BE RETURNED TO THE ULTIMATE CHOICE TRAVEL HOME PAGE.