



1780 West 9000 South #425, West Jordan, Utah, U.S.A. 84088
Telephone: 801-571-1971 Fax: 801-495-9313
Email: cst@dreamimpressions.com

INDEPENDENT SALES REPRESENTATIVE AGREEMENT

I hereby apply to be designated as an Independent Sales Representative for Dream Impressions ("Company") and, if accepted, I agree to the following terms and conditions:

- 1. Acceptance.** This Agreement shall be effective upon acceptance, and return notification of my acceptance, by the Company.
- 2. Age.** I certify that I am at least 18 years old.
- 3. Term.** This Agreement shall be in effect until automatically renewed on January 1 of each year, provided I am in compliance with this Agreement, and provided this Agreement has not been terminated under the provisions of Section 16, and provided the Company has not published a notification that a new Agreement must be executed by all Sales Representatives.
- 4. Independent Contractor Status.** I understand and acknowledge that I am an independent contractor with control over the scope, methods, and manner of my activities pursuant to this Agreement. I acknowledge that I am not an employee, agent, franchisee, partner, or joint venturer of the Company. I shall bear full responsibility related to my activities under this Agreement for complying with all federal, state, and local ordinances and regulations and for the payment of all applicable federal, state, and local taxes, licenses and fees. I agree to keep in force all liability, business, and vehicle insurance in such amounts as are required by law or as is reasonable business practice. I understand that while traveling to or from Company related meetings or events, I am doing so as part of my own independent business regardless if my attendance may be by invitation from, or in agreement with, the Company. I understand that I have no authority to incur any obligations or liabilities on behalf of the Company, to employ others on behalf of the Company, or to bind the Company to any agreement of any kind without the written approval of the Company.
- 5. Minimum Sales Requirement.** I understand that the Company markets products through direct sales methods. I agree to purchase the Company's products for resale and to promote the Company's products and sales methods. I acknowledge that I will be subject to complying with minimum sales requirements as determined and published by the Company from time to time. The current minimum sales requirements are included on "Attachment A" to this Agreement.
- 6. Business Practices.** In my activities as a Sales Representative for the Company, I agree to comply with all federal, state, and local laws and regulations. I acknowledge that using unsolicited commercial emails (Spam emails) or unsolicited broadcast faxes in my sales and promotion activities is prohibited. I agree I will not make any false, misleading, or illegal claims or representations of actual or potential income or guaranteed profits in communications with customers or potential new Sales Representatives. I also agree to exercise reasonable care and good judgment in the promotion of Dream Impressions' name and products in a manner favorable to the Company. I agree to conduct my business dealings with my customers and the Company in an ethical fashion and I will abide by the spirit and intent of the Company's policies, procedures, and sales programs. I further agree to inform customers of any existing Company sponsored specials, rewards, or incentives designed for their benefit and to not deliberately overcharge customers, or deny customers of any special pricing or benefits to which they may be entitled. I also agree to submit customer's orders in a timely manner of five days or less after receiving money from any customer.
- 7. Prepaid Orders.** I understand the Company ships products only on the basis of orders prepaid in United States currency by acceptable debit or credit cards which have been placed by Sales Representatives and customers utilizing the Company's internet web site order entry system.
- 8. Income Opportunities.** During the term of this Agreement, I understand that I will have the opportunity to earn income from my sales of Company products. I understand that as a Sales Representative, I also have the opportunity to earn income from the Company's direct sales of products to customers not living in my household, who confirm upon their initial purchase that I referred them as a customer to the Company. I acknowledge that income I may receive is only attributable to the sale of products. I understand that no income or fees are derived from the mere act of a referral or sign up of a customer or a Sales Representative. I also understand that the Company reserves the right to change the Sales Representatives' compensation plan upon published notice of the change. The current Sales Representatives' compensation plan is included on "Attachment A" to this Agreement.
- 9. Geographical Restrictions.** I understand the Company has no protected or assigned geographical areas or territories for Sales Representatives and that there are no geographical or territorial restrictions on locations of sales or referrals imposed upon me by the Company.

10. Intellectual Property. I acknowledge the Company's trademarks, service marks, trade names, trade secrets, and copyrighted materials are "Intellectual Property" and belong solely to the Company, and any use of the Intellectual Property must be in compliance with the Company's current policies.

11. Confidential Information. I acknowledge and agree that the Company is the exclusive owner of information developed by or for the Company, such as, but not limited to, Sales Representative lists and contact information, customer lists and contact information, manufacturing processes, product development information, marketing materials, and all other information not provided by the Company to the public; and that such information is "Confidential Information". I agree not to use such Confidential Information or disclose such information to any third party without first obtaining written authorization from the Company. I further agree that any Confidential Information that I am provided, have access to, or acquire by any means is for use only in my business relationship with the Company. I will not use the Company's name or the Company's Confidential information to sell products or services other than the Company's products and services, or in connection with the direct or indirect solicitation of the Company's employees, Sales Representatives, or customers for any other business, business activity, charity, event, or activity. I understand and agree that as an inducement for the Company to enter into this Agreement with me, and in consideration of the mutual covenants contained herein, the provisions of this Confidential Information clause will indefinitely survive the termination of this Agreement.

12. Submission of Designs, Images, and Product Ideas. I understand that I may voluntarily submit unsolicited stamp designs, images, or product ideas to the Company, and that the Company shall have no obligation to compensate me for such submissions. Upon receipt of any submissions, they shall become the sole property of the Company. The Company may, through contests or promotions, choose to solicit submissions and provide compensation through prizes, cash, or products. Upon submission, I authorize the use of the item by the Company and expressly waive any claim for compensation by the Company over and above that which I am entitled pursuant to the rules of any contest or promotion.

13. Consent to Use Personal Image. The Company may use photographs, videos, and other media to develop promotions and advertising for the Company and its products. I hereby authorize the use of my image and appearance for such uses, and expressly waive any and all rights thereto.

14. Indemnification of the Company. I shall indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property in connection with the performance of this Agreement, or based upon any violation of any law, statute, ordinance, or regulation, and the costs of the Company's defense against any such claims or actions. I acknowledge that as an independent contractor I am fully responsible for the payment of all federal, state, and local taxes or fees imposed or required in connection with my performance under this Agreement, which may include, but are not limited to, Social Security taxes, Medicare taxes, income taxes, sales taxes, use taxes, import taxes, duties, unemployment insurance, or workers' compensation premiums.

15. Assignment of Agreement. I understand that this is a personal service Agreement between the Company and I, which I may not sell, transfer, or assign without the Company's prior written approval. I also understand that I may assign this agreement, in whole or in part, without first obtaining the Company's written approval, only to a business operating entity owned or controlled by me. In the event of such an assignment by me, the assignment will be strictly interpreted as a transaction between a third party and I which does not involve or obligate the Company in any manner with such third party, nor modify this Agreement between me and the Company, its subsidiaries, affiliates, successors, and/or assigns.

16. Termination of Agreement. I understand that I may terminate this Agreement at any time by giving the Company written notice of my request to terminate this Agreement, which will be effective immediately upon receipt by the Company. I also understand the Company may terminate this Agreement at any time, with or without cause, by giving me ten days written notice of such termination, or upon the expiration of the time frame specified by the Company if I fail to execute a new or modified Agreement that the Company has requested from all Sales Representatives, or immediately upon written notice by the Company of my breach or failure to comply with any provision contained in this Agreement. Upon termination of this Agreement, all my rights as a Sales Representative for the Company, including the rights to receive payments from the Company, and to possess or use the Company's Intellectual Property or Confidential Information shall terminate. Upon request by the Company, all Company Intellectual Property and Confidential Information shall be returned to the Company. Upon termination, any earned but not received awards, incentives, or prizes that are due me may be paid in cash in lieu of products or services, at the option of the Company. If the Company chooses to pay in cash, the wholesale value, purchase value, or equivalent value may be used by the Company to establish the cash payment amount.

17. Entire Agreement. This Agreement constitutes the full agreement between the Company and I and supersedes all prior written and oral agreements. I understand this Agreement may be subsequently amended or revised by the Company upon publication or written notice to me, and in the absence of the Company receiving a notification from me of my termination of this Agreement, any such subsequent amendments or revisions shall be incorporated as part of this Agreement. If any portion of this Agreement is deemed unenforceable, the remaining portions of this Agreement shall not be affected. All powers, rights, and remedies given to the Company are cumulative, and are in addition to any other rights and remedies provided by law. The waiver by the Company, at any time, of any right of the Company's contained in this Agreement shall not be deemed a continuing waiver, and shall not prevent the subsequent enforcement of any such right. This Agreement shall be governed by and construed under the laws of the State of Utah. Proper jurisdiction and venue for any disputes between the parties to this Agreement shall be in a court having jurisdiction in Salt Lake City, Utah.

18. Attorney Fees. In the event I breach any of the terms and conditions of this Agreement, and it shall become necessary for the Company to enforce the same, the Company shall be entitled to payment of attorneys' fees and costs incurred in connection with the enforcement actions.

19. Notices. All notices pursuant to this Agreement shall be in writing and deemed effective when delivered by United States mail, or delivered by e-mail, addressed to the other party at the address as provided in this Agreement, or as subsequently changed by the Company or I in writing to the other party.

20. Company's Acknowledgement. Subject to the Company's approval of my application, which will be evidenced by the Company's notification of my acceptance and the issuance of a Sales Representative's Identification Number to me, the Company agrees to be bound by the terms of this Agreement,

21. Applicant for Sales Representative's Acknowledgement. By completing the application information below and submitting it to the Company, I hereby confirm that I am the person whose name and information appears below, that the name I have entered is my legal name and that I acknowledge I have read this Agreement in its entirety, and I agree to be bound by the terms, conditions, and provisions of this Agreement.

PLEASE NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. ALL LINES MUST BE FILLED OUT COMPLETELY. IF REQUESTED INFORMATION IS NOT APPLICABLE, APPLICANT MUST INDICATE SUCH BY FILLING IN "NA".

Application Date: _____ Referral Number of Applicant's Sponsor _____

Applicant's Name: _____

Mailing Address:

Address: _____

City: _____

State/Province: _____ Zip/Postal Code: _____

Country: _____

Shipping Address:

Street Address (not a P.O. Box): _____

City: _____

State/Province: _____ Zip/Postal Code: _____

Country: _____

E-Mail Address: _____

Social Security Number: _____

Telephone Numbers. Please include country code if applicable and check preferred contact number:

Home: _____ Preferred?

Work: _____ Preferred?

Cellular: _____ Preferred?

Fax: _____

Office Use Only:

DR _____ / _____ AP _____ / _____ NA _____ / _____ IE _____ / _____ EE _____ / _____ NS _____ / _____

**INDEPENDENT SALES REPRESENTATIVE AGREEMENT
ATTACHMENT "A"**

1. Sales Representative Minimum Sales Requirement. The minimum sales requirement for the Company's Sales Representatives is \$50.00 per month or a \$150 accumulated total over the current month and previous two months. The minimum sales requirement can be met with personally submitted sales, customer referral sales, or a combination of both. If the minimum sales requirement is not met at the end of any month then the Sales Representative will be placed in the Preferred Customer classification as of the first day of the following month with the corresponding benefits, rewards, and limitations of a Preferred Customer. If a Sales Representative has been placed in the Preferred Customer category, then within three months of being placed in the Preferred Customer category, \$150 in total sales during the three months or \$75 in sales during one month must be achieved to be eligible for consideration for reinstatement as a Sales Representative. Any reinstatement as a Sales Representative will be at the sole discretion of the Company, however such reinstatement will not be unreasonably denied. Revisions in status from Sales Representative to Preferred Customer and from Preferred Customer to Sales Representative will be made as of the first day of each month, unless an email request for an earlier reinstatement is received from the Sales Representative who has achieved the necessary reinstatement requirements.

2. Sales Representative Compensation. Sales Representatives that have met their monthly minimum sales requirements will receive a 25% discount on products for orders personally placed and submitted to the Company. Subject to the Company's customer referral program provisions outlined below, Sales Representatives will also receive a 10% referral credit for product purchases on the net product purchases placed directly online with the Company from customers, Preferred Customers, and other Sales Representatives originally referred to the Company by the Sales Representative. Earned, but unused, referral credits for product purchases which total over \$20.00 at the end of any given month may be redeemed for a payment in cash upon an email request from the Sales Representative.

3. Sales Representative New Customer Referral Program. Sales Representatives may earn referral commissions on the net product purchases of new customers, Preferred Customers, and Sales Representatives which they refer to the Company. In order to qualify as a new referral for referral commission purposes, the new customer, Preferred Customer, or Sales Representative **must confirm the referral by entering the Sales Representative's referral code upon their initial online registration as a new customer, Preferred Customer, or application as a Sales Representative and before placing their initial product order.** The referral code entered is attached to the identity of the new customer and the referring Sales Representative may earn a referral commission on the customer's future product purchases without regard to the customer's classification or subsequent changes in classification. The Company will provide incentives and methods to encourage new customers to enter the applicable referral codes of Sales Representatives, but the responsibility will be that of the Sales Representative's to ensure their referral customers enter the Sales Representative's applicable correct referral code. The Company will not guarantee new customers will enter referral codes or be held responsible if a new customer does not enter a referral code, or enters an incorrect referral code. Once an individual has been assigned a referral code, the referral code will not be changed, even if the individual's classification changes (i.e. a change in classification from "Customer" to "Sales Representative"). Individuals that previously have signed up as a Dream Impressions Consultant; have previously been assigned a referral code; or have previously ordered products online directly from the Company (with or without a referral code) are not eligible as "new customers" for purposes of the referral program.