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PREFERRED CUSTOMER MEMBERSHIP APPLICATION

I hereby apply for membership in the Dream Impressions ("Company") preferred customer program. In consideration for the rights and benefits extended to preferred customers by the Company, I agree to the following terms and conditions:

1. Referral Credits. I may earn referral credits for a period of one year on the net product purchases of new customers, which I refer to the Company. The one year time frame for earning referral credits will begin upon the new customer's initial registration with the Company. Referral credits will be in such amounts as published by the Company from time to time and may only be redeemed for purchases of the Company's stamp sets, within the time frames as published from time to time by the Company. In order to qualify as a new customer for referral credit purposes, I understand a new customer **must confirm my referral by entering my referral code upon their initial online registration as a new customer and before placing their initial product order.** The Company will provide incentives and methods to encourage new customers to enter the applicable referral codes, but it will be my responsibility to ensure that new referral customers enter my 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 are members of the Sales Representatives household; have previously 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. I acknowledge that the Company strictly prohibits the use of unsolicited commercial emails (Spam) or unsolicited broadcast faxes for new customer referral purposes, or any other purposes. The current referral credits schedule is included on "Attachment A" to this membership agreement.

2. Purchase Discounts. I understand that as a preferred customer member I will be entitled to receive special offers from the Company and a special discount on my purchases from the Company, which will be in such amounts as published by the Company from time to time. The current purchase discount percentage available to preferred customers is included on "Attachment A" to this membership agreement.

3. Annual Membership Fee. I understand that the rights and benefits extended to preferred customer members are subject to payment of annual membership dues of \$10.00, which may be changed as determined by the Company. Annual memberships for preferred customers begin on January 1 of each year and expire on December 31 of each year, unless renewed on or before December 31. Dues for members that join after January 1 will be prorated on the basis of \$1 for each partial or complete month remaining during the calendar year, or the annual dues amount, whichever is less.

4. Intellectual Property. I acknowledge the Company's trademarks, service marks, trade names, trade secrets, and copyrighted materials are "Intellectual Property" that belong solely to the Company and can only be used with written authorization, and in compliance with the Company's current policies.

5. 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, customer lists and contact information, 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 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 membership 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 membership agreement.

6. 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.

7. 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 for such uses, and expressly waive any and all rights thereto.

8. 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.

9. Termination of Membership. I understand that I may terminate my preferred customer membership at any time by giving the Company written notice of my termination, which will be effective immediately upon receipt by the Company. I also understand the Company may terminate my membership at any time, with or without cause, by giving me ten days written notice of such termination, or upon the expiration and non-renewal of my annual membership, or if I fail to execute a new or modified membership agreement that the Company has requested from all preferred customers, or immediately upon written notice by the Company of my breach or failure to comply with any provision contained in this membership agreement.

10. Entire Agreement. This membership agreement constitutes the full agreement between the Company and I and supersedes all prior written and oral agreements. I understand this membership 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 my membership, any such subsequent amendments or revisions shall be incorporated as part of this membership agreement. If any portion of this membership agreement is deemed unenforceable, the remaining portions of this membership agreement shall not be affected. This membership 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 membership agreement shall be in a court having jurisdiction in Salt Lake City, Utah.

11. Attorney Fees. In the event I breach any of the terms and conditions of this membership 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.

12. Notices. All notices pursuant to this membership 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 herein, or as subsequently changed by the Company or I in writing to the other party.

13. Applicant's Acknowledgement. By completing the preferred customer membership 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 membership agreement in its entirety, and I agree to be bound by the terms, conditions, and provisions of this membership 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".

Applicant's Name: _____ **Application Date:** _____

Referral Number of Applicant's Sponsor _____

Mailing Address:

Address: _____

City: _____

State/Province: _____ **Country:** _____ **Zip/Postal Code:** _____

Shipping Address:

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

City: _____

State/Province: _____ **Country:** _____ **Zip/Postal Code:** _____

E-Mail Address: _____

Contact Telephone Number. Please include country code if applicable: _____

Fax Number. Please include country code if applicable: _____

Office Use Only:

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

**PREFERRED CUSTOMER MEMBERSHIP APPLICATION
ATTACHMENT "A"**

1. Minimum Purchase Requirements. There is no minimum monthly or annual purchase requirement for preferred customer members.

2. Referral Credits Earned. Referral credits earned by preferred customer members will be calculated on the basis of 10% of the net product purchases of new customers referred to the Company, in accordance with the Company's referral credit policies. Referral credits may not be used until the month following the month in which they are earned. Referral credits may be used for a period of three months after they first become available for use. If not used within the three months, referral credits earned will expire and no longer be available for use at the end of the third month.

3. Purchase Discounts. Preferred customer members will receive a 10% discount on net product purchases for personal purchases from the Company, on orders placed in the name of the preferred customer member and shipped to the address of the preferred customer on file with the Company.