

## **DRY TRIPPING TRAVEL HOST AGREEMENT**

This Host Agreement ("Agreement") is between Dry Tripping Travel LLC, a California limited liability company ("Dry Tripping" or the "Company"), and the host that accepts this Agreement ("Host"). Dry Tripping and Host may be collectively referred to as the "Parties" or individually as a "Party". By clicking to accept this Agreement, creating a host account, or listing any Experience on the Platform, Host agrees to be bound by this Agreement, and the person accepting represents that they are authorized to bind Host. This Agreement is effective on the date Host first accepts it (the "Effective Date").

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereby agree as follows:

1. **PLATFORM ACCESS AND LISTINGS:** Dry Tripping operates an online marketplace (the "Platform") that connects users ("Users") with independent providers of travel experiences, trips, tours, accommodations, activities, and related services. Subject to this Agreement, Dry Tripping grants Host a non-exclusive, revocable right to list and offer its experiences (each, an "Experience") on the Platform, and Dry Tripping will facilitate bookings and payment processing as described in this Agreement. Host is responsible for creating and maintaining its listings and for offering and delivering its Experiences. Dry Tripping may modify, suspend, or discontinue any part of the Platform at any time.
2. **RELATIONSHIP WITH DRY TRIPPING:** Host acknowledges that Dry Tripping operates solely as a marketplace and intermediary and does not own, operate, manage, control, supervise, or provide any Experience, and is not a travel carrier, tour operator, hotel, or provider of any travel service. Dry Tripping facilitates bookings and processes payments for Experiences as described in Section 6, and its role in processing payments does not make it the provider of, or a party to, any Experience. Notwithstanding anything to the contrary, Dry Tripping is not responsible for the Experiences or for their accuracy, quality, safety, legality, or fitness for any purpose, all of which are the sole responsibility of Host. Any contract for an Experience is formed directly between Host and the User, and any issue, claim, or dispute relating to an Experience must be resolved between Host and the User directly. Host bears sole responsibility for delivering its Experiences and for the safety and logistics of each Experience regardless of how payment is processed.
3. **HOST RESPONSIBILITIES AND STANDARDS:** Host shall, at its sole cost: (i) ensure that all listings, descriptions, pricing, inclusions, availability, and cancellation policies are accurate, complete, current, and not misleading; (ii) deliver each Experience as described in its listing and in a professional, safe, and lawful manner, using personnel with the qualifications, training, and certifications appropriate to the activity; (iii) ensure that each Experience is alcohol-free, meaning that no alcohol is served, provided, or included by Host as part of the Experience, and take reasonable steps to maintain an alcohol-free environment, and not describe any Experience in a manner Host cannot fulfill; (iv) comply with all applicable laws, regulations, health and safety requirements, and industry standards in connection

with its Experiences; (v) treat Users fairly and without unlawful discrimination, and respond promptly to User inquiries, booking requests, and complaints; and (vi) promptly notify Dry Tripping of any material incident, injury, accident, cancellation, or complaint relating to an Experience.

4. **LICENSING, PERMITS, AND REGULATORY COMPLIANCE:** Host is solely responsible for obtaining and maintaining, at its own cost, every license, registration, permit, bond, certification, or other authorization required for its Experiences and for any transportation, lodging, or activity included in them, and for complying with all laws applicable to them, including, where applicable, any seller of travel registration. Host makes its own determination as to which authorizations are required and does not rely on Dry Tripping for that determination. Dry Tripping makes no representation regarding Host's regulatory obligations and assumes no responsibility for Host's compliance.
5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Host is an independent contractor, and nothing in this Agreement shall be construed as creating an employer-employee, agency, partnership, or joint venture relationship between the Parties. Host retains sole control over the manner and means of offering and delivering its Experiences, including pricing, scheduling, methods, staffing, and the selection of its own personnel and subcontractors. Host represents that it is engaged in an independently established business of the same nature as the Experiences it offers, that it provides or holds itself out to provide such services to the public or to other customers, and that it maintains its own business operations independent of Dry Tripping. Host is solely responsible for all compensation, taxes, withholdings, benefits, workers' compensation, and unemployment insurance relating to itself and its personnel, and for its own employees, contractors, and agents. Neither Party has authority to bind the other, and Host shall not represent itself as an employee, agent, or representative of Dry Tripping.
6. **PAYMENTS, FEES, AND REMITTANCE:** In consideration of the Platform and the booking and facilitation services Dry Tripping provides, Host shall pay Dry Tripping a commission on each booking made through the Platform, as follows: fifteen percent (15%) of the total booking amount, except as provided below for hosts designated as "Founding Hosts." Founding Host status applies only where Dry Tripping designates a Host as a Founding Host in writing. Once designated, a Host retains Founding Host status permanently, whether or not that Host maintains an active listing at any given time, and may display a Founding Host designation on the Platform. Each Founding Host shall pay a commission of ten percent (10%) of the total booking amount for bookings confirmed during the period of one (1) year from the date of that Host's first listing, after which the standard commission rate then in effect applies. In addition, each Founding Host shall receive rotating featured placement on the Platform for a period of one (1) year from the date of that Host's first listing, with the timing, frequency, and manner of that placement determined by Dry Tripping. Founding Host status is a designation only, and does not entitle any Host to remain on the Platform or to have any listing accepted or maintained. Dry Tripping

may change the standard commission rate on not less than thirty (30) days' written notice to Host. The revised rate applies to bookings confirmed on or after the effective date stated in the notice and does not affect bookings confirmed before that date. Host's continued listing on the Platform after the effective date constitutes acceptance of the revised rate. If Host does not wish to accept the revised rate, Host may remove its listings and terminate this Agreement before the effective date, and Host remains obligated to honor any booking confirmed before removal. This right to change the standard commission rate does not apply during a Founding Host's one (1) year ten percent (10%) commission period. Dry Tripping charges no listing fees, and commission is payable only on actual bookings. Payments are processed through Dry Tripping's third-party payment processor. A deposit of twenty-five percent (25%) of the total booking amount is collected at the time of booking, and the remaining balance is due sixty (60) calendar days before the Experience begins. If an Experience begins within sixty (60) calendar days of the date of booking, the total booking amount is collected at the time of booking rather than a deposit. Dry Tripping is the merchant of record for bookings made through the Platform. Each User payment is processed through Dry Tripping's payment processor, Dry Tripping retains its commission, and the balance of each payment is remitted to Host. Dry Tripping does not retain User funds as its own beyond its commission and holds any portion of User funds due to Host, or refundable to a User, solely for the purpose of remitting or refunding those funds. Dry Tripping may deduct, offset, or recover from amounts otherwise payable to Host any fees, refunds, chargebacks, overpayments, taxes, or other amounts owed by Host under this Agreement, and if those amounts are insufficient, Host shall pay the shortfall promptly upon demand. Host is responsible for determining, collecting, and remitting all taxes applicable to its Experiences, including any sales, occupancy, lodging, or tourist taxes, except to the extent Dry Tripping is required by law to collect and remit a specific tax. Host remains responsible for fulfilling every confirmed booking. Dry Tripping may designate certain listings in writing as affiliate listings. For an affiliate listing, the booking is completed on the Host's own or a third-party site rather than through the Platform, and the commission, deposit, balance, remittance, and other payment terms in this Section do not apply to that booking. For such affiliate listings, Dry Tripping is entitled to the referral fee provided under the applicable written affiliate arrangement. Host is responsible for ensuring Dry Tripping receives that referral fee, whether paid by Host or by a third party, and remains liable to Dry Tripping for it under this Agreement.

- 7. CANCELLATIONS, REFUNDS, AND CHARGEBACKS:** Host shall comply with all refund obligations imposed by applicable law. The following cancellation and refund schedule applies to bookings made through the Platform: (i) within forty-eight (48) hours after booking, the User receives a full refund, including the deposit; (ii) after forty-eight (48) hours, the deposit is nonrefundable; (iii) sixty-one (61) or more calendar days before departure, all amounts paid beyond the deposit are refunded in full; (iv) thirty-one (31) to sixty (60) calendar days before departure, amounts paid beyond the deposit are refunded at fifty percent (50%); and (v) thirty (30) calendar days or fewer before departure, no refund is due. For bookings made through the

Platform, refunds due under this schedule are processed through the Platform's payment processor, and Host bears the economic cost of those refunds, which Dry Tripping may recover by offset or demand under Section 6. Host bears sole responsibility for resolving disputes relating to its Experiences. Where Dry Tripping issues a refund to a User for amounts attributable to Host, including where required by applicable law or under the schedule above, Host shall reimburse Dry Tripping, and Dry Tripping may recover that amount by offset or demand under Section 6. Chargebacks and payment disputes arising from Host's Experiences are Host's responsibility, and Dry Tripping may recover from Host any chargeback amounts, related fees, and reasonable costs. The cancellation and refund schedule and reimbursement provisions in this Section apply to bookings made and paid through the Platform. For affiliate listings, all booking, payment, cancellation, and refund matters are handled on the applicable Host or third-party site under that site's policies, and Dry Tripping is not involved.

- 8. INSURANCE:** Host is responsible for obtaining and maintaining, at its own expense, liability insurance appropriate to the nature and risk of its Experiences. Host is solely responsible for assessing and securing the coverage adequate for its activities.
- 9. REPRESENTATIONS AND WARRANTIES:** Host represents and warrants that: (i) it has full authority to enter into and perform this Agreement; (ii) its listings and all information it provides are accurate and not misleading; (iii) it holds, and will maintain, all licenses, permits, and authorizations required for its Experiences; (iv) it will deliver its Experiences safely, lawfully, and as described; (v) the content it provides does not infringe the rights of any third party; and (vi) each Experience it offers is alcohol-free, meaning that no alcohol is served, provided, or included by Host as part of the Experience, and any representation Host makes regarding the alcohol-free nature of an Experience is accurate.
- 10. CONTENT LICENSE:** Host grants Dry Tripping a non-exclusive, worldwide, royalty-free license, with the right to sublicense to Dry Tripping's service providers and marketing and advertising channels, to use, reproduce, display, distribute, and modify the listing content, descriptions, images, and Host's name and marks that Host provides or makes available, solely for the purpose of operating, marketing, and promoting the Platform and Host's Experiences. This license survives termination with respect to materials used in connection with bookings made during the term and with respect to archival and portfolio use.
- 11. INTELLECTUAL PROPERTY:** As between the Parties, Dry Tripping retains all right, title, and interest in and to the Platform and its content, and Host retains all right, title, and interest in and to its own intellectual property, subject to the license granted in Section 10. Neither Party acquires any right in the other Party's intellectual property except as expressly granted in this Agreement.
- 12. CONFIDENTIALITY:** "Confidential Information" means any proprietary or non-public information disclosed by one Party to the other in connection with this Agreement,

including pricing, business plans, User data, and operational methods, whether or not marked confidential, but excluding information that is or becomes publicly available through no fault of the receiving Party, was rightfully known to the receiving Party without restriction before disclosure, is independently developed without use of the disclosing Party's Confidential Information, or is rightfully received from a third party without a duty of confidentiality, provided that these exclusions do not apply to User personal information. The receiving Party shall maintain Confidential Information in strict confidence, protect it with at least the same degree of care it uses for its own confidential information and no less than reasonable care, use it solely to perform under this Agreement, and not disclose it to any third party without the disclosing Party's prior written consent, except to personnel who need to know it and who are bound by obligations at least as protective as this Section, for whom the receiving Party remains responsible, and except to the extent required by law, in which case the receiving Party shall disclose only the portion legally required and provide prompt notice to the disclosing Party where legally permitted. Host shall use User personal information it receives through the Platform solely to fulfill the applicable booking, shall handle it in compliance with applicable privacy laws and consistent with Dry Tripping's Privacy Policy, shall not use it for its own marketing or sell, share, or otherwise disclose it to any third party, and shall protect it with reasonable security measures. The receiving Party shall promptly notify the disclosing Party of any unauthorized use or disclosure, and upon termination or request shall return or destroy all Confidential Information, except copies retained as required by law, which remain subject to this Section. These obligations remain in effect for three (3) years following termination, except for trade secrets and User personal information, which remain protected for as long as the law requires. The Parties acknowledge that breach may cause irreparable harm and that the non-breaching Party may seek injunctive relief without posting a bond, in addition to any other available remedy.

**13. NON-CIRCUMVENTION:** During the term and for one (1) year following termination, Host shall not, directly or indirectly, solicit bookings outside the Platform from any User first introduced to Host through the Platform for the purpose of avoiding the commissions payable under this Agreement. This Section applies only to the same or a substantially similar retreat or travel experience as previously offered or listed by Host on the Platform. It does not restrict Host from offering, marketing, or selling to any User any other products or services that are not travel experiences, including therapy, coaching, counseling, classes, workshops, memberships, digital products, or other non-travel goods or services, and Host owes no commission on those. If Host accepts a booking outside the Platform in violation of this Section from any User first introduced to Host through the Platform during that period, Host shall pay Dry Tripping the commission that would have applied had the booking been made through the Platform, due within fifteen (15) calendar days of the booking. Host acknowledges that Dry Tripping invests substantial resources in acquiring Users, that this provision protects a legitimate business interest and the compensation bargained for under this Agreement, and that a violation would cause irreparable harm for which Dry Tripping may seek injunctive relief without posting a bond, in

addition to any other remedy. This Section does not apply to bookings made through an affiliate listing that Dry Tripping has designated in writing.

**14. INDEMNITY:** Host shall indemnify, defend, and hold harmless Dry Tripping and its officers, directors, members, employees, and agents (collectively, the "Company Parties") from and against all third-party claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from: (i) any Experience or Host's acts or omissions, including any personal injury, death, or property damage; (ii) any inaccuracy or misrepresentation in Host's listings; (iii) Host's violation of any law or failure to hold any required license, permit, or authorization; (iv) any tax obligation of Host; (v) any claim by Host's personnel or subcontractors relating to their engagement or classification; and (vi) Host's breach of this Agreement. Dry Tripping shall indemnify, defend, and hold harmless Host from and against third-party claims that the Platform itself infringes that third party's intellectual property rights, excluding any claim arising from Host's content or materials, from the combination of the Platform with materials not provided by Dry Tripping, or from modifications not made by Dry Tripping. If the Platform is, or in Dry Tripping's opinion is likely to become, the subject of an infringement claim, Dry Tripping may, at its option and expense, procure the right for Host to continue using the Platform, modify or replace the affected portion so that it is non-infringing without materially reducing its functionality, or suspend or terminate the affected feature or this Agreement without further liability to Host. This paragraph states Dry Tripping's entire liability, and Host's sole and exclusive remedy, for any claim of intellectual property infringement relating to the Platform. The indemnified Party shall promptly notify the indemnifying Party of any claim, allow the indemnifying Party to control the defense and settlement (provided the indemnified Party may participate at its own expense), and reasonably cooperate. The indemnifying Party shall not settle any claim without the indemnified Party's prior written consent, which shall not be unreasonably withheld. The indemnification obligations survive termination of this Agreement.

**15. DISCLAIMER OF WARRANTIES: THE PLATFORM AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND DRY TRIPPING DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DRY TRIPPING MAKES NO WARRANTY OR GUARANTEE REGARDING ANY NUMBER OF BOOKINGS, AMOUNT OF REVENUE, OR LEVEL OF DEMAND, OR THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**16. LIMITATION OF LIABILITY: DRY TRIPPING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL COMMISSIONS OR REFERRAL FEES DRY**

**TRIPPING RETAINED FROM HOST'S BOOKINGS DURING THE SIX (6) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM OR EVENT SHALL NOT ENLARGE THIS LIMIT. DRY TRIPPING SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY AND UNDER ANY OF THE FOREGOING THEORIES. THESE LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS SHALL NOT APPLY TO (I) GROSS NEGLIGENCE, (II) WILLFUL MISCONDUCT, OR (III) WHERE PROHIBITED BY APPLICABLE LAW. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**17. TERM AND TERMINATION:** This Agreement commences when Host accepts it and continues for as long as Host maintains one or more listings on the Platform or has any confirmed booking that has not yet been completed, unless terminated earlier as provided in this Section. Either Party may terminate this Agreement at any time and for any reason. Host may request removal of its listings, or remove them directly where the Platform provides that functionality, and Dry Tripping will give effect to a removal request within a reasonable time. Dry Tripping may remove any listing or suspend Host's access at any time. Until a listing is actually removed, it remains active and available for booking, and Host remains responsible for, and must honor, any booking confirmed before removal is complete. Removal of listings stops the acceptance of new bookings only once the removal takes effect and does not relieve Host of its obligation to honor any booking confirmed before removal, and the commission or referral fee payable under this Agreement continues to apply to those bookings. Either Party may terminate for cause if the other materially breaches this Agreement and, where the breach is curable, fails to cure within seven (7) calendar days after written notice. Breaches deemed material and not subject to cure include: failure to maintain the insurance required by Section 8; loss or lapse of any license, permit, or authorization required for an Experience; any safety incident arising from Host's gross negligence or willful misconduct; misuse or unauthorized disclosure of User personal information; violation of Section 13; and failure to honor a confirmed booking. Notwithstanding the foregoing, Dry Tripping may, in its discretion and without liability, remove any listing, or suspend or terminate Host's access, immediately where Dry Tripping reasonably believes an Experience or Host presents a risk to Users, violates law, or breaches this Agreement. Upon termination, Host shall honor all bookings already confirmed as of the termination date unless Dry Tripping directs otherwise, and the commission or referral fee payable under this Agreement continues to apply to those bookings, each Party shall return or destroy the other's Confidential Information, any payment or fee obligations accrued before termination, including any commission or referral fee owed, survive, and all provisions that by their nature should survive shall survive.

**18. FORCE MAJEURE:** Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts

of God, natural disasters, pandemics, government restrictions, and platform or service outages. No force majeure event shall excuse Host's obligation to honor refunds for Experiences not performed, to remit amounts collected, or to pay amounts owed under this Agreement.

19. **GOVERNING LAW AND DISPUTE RESOLUTION:** This Agreement is governed by the laws of the State of California without regard to its conflict of laws principles. In the event of any dispute, the Parties shall first engage in good faith negotiations. If the dispute is not resolved, the Parties submit to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California. The prevailing Party shall be entitled to its reasonable attorneys' fees and costs. This provision shall survive the termination of this Agreement.
20. **NOTICE:** All notices under this Agreement must be in writing and delivered by email or by certified mail. Notices to Host will be sent to the email or mailing address in Host's Platform account, and notices to Dry Tripping will be sent via certified mail to 133 11th Ave, San Francisco, CA 94118 or via email to admin@drytrippingtravel.com. Notices are deemed received on the date of email delivery provided no bounce-back message is received, or on the date of delivery or first attempted delivery shown on the certified mail record. Either Party may update its notice address by written notice to the other or, in Host's case, by updating its Platform account.
21. **ACKNOWLEDGEMENT OF LEGAL RIGHTS:** Each Party acknowledges that it has had the opportunity to consult with legal counsel regarding this Agreement and has either obtained such counsel or knowingly declined to do so.
22. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect, and a lawful provision that gives effect to the Parties' intentions to the greatest extent possible shall replace the severed provision.
23. **WAIVER:** No failure or delay by either Party in exercising any right under this Agreement shall be a waiver, and no single or partial exercise of any right shall prevent further exercise of that or any other right.
24. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one document, and may be executed and delivered by electronic signature, which shall be binding to the same extent as an original signature.
25. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior understandings, written or oral. It may be modified only by a writing signed by both Parties or, where

this Agreement is accepted online, through the acceptance mechanism Dry Tripping provides.

26. **ASSIGNMENT:** Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign to an affiliate under common control or to a successor in connection with a merger, acquisition, or sale of substantially all of its assets. This Agreement binds and benefits the Parties and their permitted successors and assigns.
27. **PRICE PARITY:** Host agrees not to publicly offer the same Experience at a lower price through any other channel than the price listed on the Platform. The price Host lists for any Experience on the Platform shall be no higher than the price Host publicly advertises, offers, or charges for the same Experience, on the same dates and with the same inclusions, through any other public channel, including Host's own website, third-party booking platforms, social media, or public promotions. This Section applies only to public offers of the same Experience on comparable terms. It does not restrict Host from offering returning guest discounts, loyalty or referral incentives on any Experience, or from offering bespoke or customized packages that differ materially from the Experience as listed on the Platform, and Host may offer those at any price without breaching this Section. If Dry Tripping identifies a lower public price offered by Host for the same Experience on comparable terms through any other channel, Dry Tripping will notify Host, and Host shall promptly correct the disparity by adjusting either its Platform listing or the other channel so that the Platform price is no higher. If Host fails to correct the disparity within seven (7) calendar days after notice, Dry Tripping may remove or suspend the affected listing. Host may offer time-limited promotional or last-minute discounts at its discretion, provided that any such public pricing is also made available on an equivalent basis through the Platform for the duration of the promotion.
28. **AUTHORITY TO BIND:** Each Party represents that it has the authority to enter into this Agreement and that the person executing it has been duly authorized to do so.

**BY CLICKING TO ACCEPT, CREATING A HOST ACCOUNT, OR LISTING AN EXPERIENCE, HOST ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT.**