



First Stamp Participant Agreement

Congratulations on being selected as a participant in First Stamp's 2025 international tour program! We're excited to embark on this experience with you. This Participant Agreement ("Agreement") is entered into between you and First Stamp LLC ("First Stamp") and will govern your participation in the First Stamp 2025 international program and all related activities and events conducted or facilitated by First Stamp (together, the "Tour"). Over the course of this Tour, we want to create a culture of safety and inclusion (that may or may not require you to operate under different norms/structure than is usual for you) to ensure a positive environment and experience for all participants, but in order to so, we'll need some help from you too.

THE LEGAL STUFF: FIRST LIFE LESSON FROM FIRST STAMP: DON'T BRUSH THROUGH THE LEGAL LANGUAGE, ALWAYS READ IT THOROUGHLY, THERE IS IMPORTANT INFORMATION IN THIS AGREEMENT REGARDING YOUR OBLIGATIONS AND RIGHTS. PLEASE BE AWARE THAT SECTION 8 INCLUDES A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGES AGAINST FIRST STAMP AND CERTAIN THIRD PARTIES THAT MAY ARISE OUT OF YOUR PARTICIPATION IN THE TOUR OR OTHERWISE RELATES TO THIS AGREEMENT. ALSO, SECTION 14 CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND FIRST STAMP MAY HAVE AGAINST EACH OTHER ARE RESOLVED. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THROUGH AND UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING THE FOLLOWING:

1. FORMS

In addition to this Agreement, in order to participate in the Tour, you must read, accept, and sign the following forms from First Stamp (the "Forms"): Cultural and Behavior Standards, COVID-19 Protocols, Smart Traveler Enrollment Program (STEP) Information Form, Phone Policy, various Medical Forms, and any other forms provided by First Stamp to you. All fully executed (including by your parent or legal guardian) Forms must be returned to First Stamp by April 15, 2025. All Forms are hereby incorporated into and made a part of this Agreement.

2. PARTICIPATION AND ATTENDANCE

The Tour will begin on July 7, 2025 (the “Start Date”) and end on July 21, 2025 (the “Return Date”). As a participant in the Tour, it is vital that you proactively engage with and participate in the Tour as provided in the Forms and otherwise in this Agreement. You agree that you will be responsible for the following activities:

A. SESSIONS AND MEETINGS

You will attend all of the sessions and meetings. required for participants before and after the Tour, including any orientation sessions or post-Tour feedback sessions (each, a “Session”). We will let you know the details for each Session as soon as we can so that you can plan accordingly.

B. DEPARTURE DATE

You will arrive at Trinity University no later than July 7, 2025 to ensure a timely departure for the Tour.

C. REPORTING

You will fill out any surveys, feedback forms, or other reports provided by First Stamp to assist First Stamp in improving the Tour and measuring the impact of the experience for participants.

3. CONDUCT AND BEHAVIOR

As a participant in the Tour, you represent the goals, principles, and values of First Stamp. Being a part of the First Stamp community means you will treat your guides, mentors, fellow participants, and First Stamp representatives with kindness, respect, and courtesy and at all times follow First Stamp’s Cultural and Behavior Standards (“Behavior Standards”) and any instructions provided by First Stamp. Inappropriate behavior will not be tolerated. Period. We are here for you, but you have to be there for others. If you engage in inappropriate or otherwise unacceptable behavior, First Stamp may take any action it deems appropriate, up to and including your dismissal from the Tour without warning, and if appropriate, the involvement of local law enforcement. Further, you are solely responsible for all costs or damages incurred as a result of your unacceptable behavior or conduct. First Stamp reserves the right to modify, repeat, accelerate any procedures outlined in the Behavior Standards or not use the outlined processes as the situation demands.

Your participation in the Tour is voluntary. If you no longer wish to participate in the Tour at any time during the term of this Agreement for any reason, you must give First Stamp written notice and you agree to work with First Stamp in good faith to determine next steps. If you choose to leave the Tour before the Return Date, First Stamp will not be responsible for any additional cost associated with your early return (e.g., travel costs).

4. COSTS

In exchange for your agreement to and compliance with this Agreement, First Stamp will cover the ordinary and necessary costs for the Tour set forth in Schedule A attached to this Agreement. You may choose to bring spending money for souvenirs or other items as desired. Any costs that are not expressly listed in Schedule A are not covered under this Agreement.

5. RIGHTS TO IMAGERY

- A. **RIGHT TO IMAGERY.** You hereby grant to the First Stamp Parties (defined below) the right and permission to record, film, or photograph you in connection with the Tour without compensation to or review or consent by you. First Stamp is the sole and exclusive owner of all right, title, and interest in and to all audiotape, videotape, film, still photography, or any other media (now known or later developed) created by First Stamp pursuant to this Agreement (collectively, the “Imagery”), as well as all copyrights and other intellectual property and proprietary rights therein (excluding Likeness (as defined below)). You waive all rights related to the Imagery.
- B. **LIKENESS.** You, together with and on behalf of your heirs, representatives, and successors and assigns of the foregoing, hereby expressly grant to the First Stamp Parties a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide, transferable right and license in any media (now known or later developed), to use, assign, sublicense, reproduce, modify, adapt, exhibit, perform, display, publish, distribute, broadcast, transcribe, copyright, create derivative works of, or otherwise exploit the Imagery (including the use of your name, signature, likeness, image, picture, performance, statements, silhouette, voice, and biographical information (collectively “Likeness”) within, or in conjunction with, the Imagery, in any and all media now or hereafter known, for commercial or non-commercial use in connection with the Tour or consistent with First Stamp’s mission, including for use in advertising materials, fundraising materials, social media, website(s), and any printed materials without any notice or compensation to, or review or consent by, you, and without regard to moral rights, unless prohibited by law. You understand and agree that First Stamp has no obligation to use any Imagery or Likeness.

6. PERSONAL INFORMATION; FEEDBACK

- A. **PERSONAL INFORMATION.** You hereby authorize First Stamp to collect, use, and provide to Tour Vendors certain personally identifiable information that you provide to First Stamp, including without limitation your name, passport information, and emergency contact information (collectively, “Participant Data”) solely for the purpose of administering the Tour. For the purposes of this provision, “Tour Vendors” means Happy Tours Ltd, Trinity University, and any other vendors, contractors, or collaborators that provide resources or services for or otherwise assist First Stamp in the administration of the Tour.

- B. **FEEDBACK.** To the extent that you provide First Stamp with any suggestions, recommendations or other feedback about the Tour or any other First Stamp programs, including any surveys, feedback forms, or other reports that you fill out (“Feedback”), you hereby grant to First Stamp a worldwide, royalty-free, perpetual, sublicensable (including through multiple tiers), and irrevocable right and license to use, share, commercialize, and otherwise exploit any Feedback in any manner and for any purpose without any obligation to you.

7. NO WARRANTY

We have not made, will not make, and hereby expressly disclaim any representations or warranties, express or implied, regarding the Tour or the results, whether monetary or otherwise, of your participation in the Tour, including without limitation any representations or warranties that the Tour will result in any particular amount of business or career success or enjoyment, happiness, or enlightenment.

8. RELEASE

YOU UNDERSTAND THAT THE RELEASE IN THIS SECTION 8 SERVES AS A LEGAL WAIVER UNDER APPLICABLE LAW.

- A. **ASSUMPTION OF THE RISK.** YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE TOUR IS STRICTLY VOLUNTARY, CARRIES WITH IT CERTAIN INHERENT RISKS, AND THAT YOU COULD SUFFER INJURY OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF FIRST STAMP OR OTHERWISE. YOU UNDERSTAND AND APPRECIATE THE RISKS INVOLVED IN PARTICIPATING IN THE TOUR AND HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISKS THEREOF, INCLUDING BUT NOT LIMITED TO THOSE ASSOCIATED WITH YOUR CONSUMPTION OF FOOD AND BEVERAGES, AND YOUR PARTICIPATION IN ACTIVITIES.
- B. **GENERAL RELEASE.** With informed consent and valuable consideration, to the fullest extent permitted by applicable law, you hereby forever release, waive, discharge and covenant not to make any claims against First Stamp, its affiliates and any of their officers, directors, employees, contractors, volunteers, mentors, speakers, attendees, and representatives, other participants, and the successors and assigns of the foregoing (individually and collectively, “First Stamp Parties”) from and against any and all claims, suits, demands, settlements, causes of action of any kind or nature whatsoever, liabilities, damages, losses, actions, judgments, interest, awards, penalties, fines, costs and/or expenses (including attorneys’ fees) (collectively, the “Liabilities”) in any way based on, arising out of, or in connection with, your participation in the Tour or the use of the Imagery or Likeness, including, without limitation, any and all Liabilities related to (i) damage to personal property, personal or emotional injury, or death, (ii) blurring, distortion, alteration, optical illusion, or use in any composite form that may occur or be produced in the taking of any

photograph, video, film, or image, or the processing or publication thereof; (iii) invasion of privacy; or (iv) libel.

- C. **SUCCESSORS AND ASSIGNS.** The release in this Section 8 shall inure to the benefit of the assigns and successors of First Stamp, and shall bind your personal representatives, heirs, successors and assigns. You hereby agree that neither you nor your assignees, heirs, executors, administrators, distributees, guardians, and legal representatives will make any claim against, sue, or attach the property of the First Stamp Parties in connection with any Liabilities related to the Tour, however caused. You recognize that this Agreement means you are giving up, among other things, all rights to sue the First Stamp Parties for injuries, wrongful death, damages, expenses or losses you may incur.
- D. **MEDICAL RELEASE.** You hereby give permission to First Stamp to seek emergency transportation or medical treatment for you in the event of illness or injury, whether resulting from an emergency or otherwise, and hereby release the First Stamp Parties from any liability or claims (including any actions in tort or any claims for medical expenses) resulting from or relating to (i) any illness or personal injury that occurs during your participation in the Tour; (ii) the decision to seek or not to seek any medical treatment; or (iii) the provision of or failure to provide any medical treatment.

9. INDEMNIFICATION

You agree to indemnify, hold harmless, and, at First Stamp's request, defend, the First Stamp Parties from any and all Liabilities that may be brought against or incurred by the First Stamp Parties in any way based on, arising from or related to (A) your participation in the Tour, (B) your negligence, willful misconduct, violation of laws, or breach of this Agreement, or (C) your other acts or omissions, except those Liabilities that are the result of the gross negligence or willful misconduct of the First Stamp Parties.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, First Stamp will not be liable for any damages in connection with this Agreement, including but not limited to direct, consequential, special, indirect, punitive, exemplary, or incidental damages, even if First Stamp has been advised of the possibility of such damages.

11. TERM OF THIS AGREEMENT

This Agreement will be effective as of the date that you sign this Agreement and continue for one (1) year, unless your status as a participant is terminated earlier in accordance with Section 3

above. Upon the expiration or termination of this Agreement, the provisions of Sections 5 to 15 will survive any expiration or termination of this Agreement.

12. ASSIGNMENT

You shall not and shall not have the right to assign, transfer, delegate this Agreement or any of its rights or obligations under this Agreement without the prior written consent of First Stamp, and any purported assignment, transfer, or delegation of this Agreement by you shall be null and void.

13. SEVERABILITY

The illegality, invalidity, or unenforceability of any provision of this Agreement (as determined by a court of competent jurisdiction) shall not affect the legality, validity, or unenforceability of the remaining provisions, and this Agreement shall be construed in all respects as if any illegal, invalid, or unenforceable provision were omitted.

14. DISPUTES

- A. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of laws principles.
- B. **ARBITRATION.** Any disputes arising under this Agreement shall be resolved by final and binding arbitration in New York, New York before a single neutral arbitrator administered by the American Arbitration Association in accordance with its consumer arbitration rules or subsequent versions thereof ("AAA rules," available at www.adr.org).
- C. **DISPUTE RESOLUTION PROCEDURES.** In arbitration there is no judge or jury, and court review of an arbitration award may be limited. However, an arbitrator can award on an individual basis the same damages and relief as a court. To begin an arbitration proceeding, the party bringing a claim must send a letter to the other party requesting arbitration that describes the claim. First Stamp will send the letter to the address you have provided us below in the signature block. You must send the letter to First Stamp at: First Stamp, 1108 Lavaca Street, Suite 110-453, Austin, TX, 78701. The AAA rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in New York. You may choose to have the arbitration conducted by telephone, based on written submissions or at another mutually agreed location. You agree that the statute of limitations for asserting any claims arising out of this Agreement shall be a period of one year from the expiration or termination of this Agreement. You agree that any and all disputes, claims and causes of actions arising out of or connected with this Agreement or the Tour shall be resolved individually, without resort to any form of class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the parties hereby consent to the jurisdiction of and venue in any federal or state court of competent jurisdiction located in New York, New York, and each party waives any right to

a jury trial. Notwithstanding the foregoing arbitration requirement, either party may bring suit in court to enjoin infringement or other misuse of confidential information or intellectual property rights.

15. ENTIRE AGREEMENT

This Agreement, together with the Forms, encompass First Stamp's and your entire understanding and agreement with respect to the Tour and supersedes all earlier discussions, understandings, or agreements between First Stamp and you. Any changes to this Agreement must be made in writing and signed by both you and First Stamp.

[Signature pages to follow.]

BY SIGNING BELOW, I KNOWLEDGE AND AGREE THAT MY PARTICIPATION IN THE TOUR IS VOLUNTARY; I HAVE READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTAND IT AND VOLUNTARILY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Legal Name: _____

Participant's Signature: _____ Date: _____

Address: _____

Telephone: _____

If the individual signing above is a minor child (e.g., under 18 years of age), this Agreement must also be signed by the minor child's parent or legal guardian below.

I REPRESENT AND WARRANT THAT (A) I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR INDIVIDUAL NAMED ABOVE ("MINOR"), (B) NO COURT HAS ISSUED ANY ORDER, JUDGMENT, OR DECREE GRANTING CUSTODY OF MINOR TO ANYONE ELSE OR OTHERWISE AFFECTING MY RIGHTS AS PARENT OR LEGAL GUARDIAN, (C) MINOR HAS NOT BEEN EMANCIPATED, (D) I HAVE THE LEGAL RIGHT, POWER AND AUTHORITY TO CONSENT TO AND SIGN THIS AGREEMENT ON BEHALF OF MINOR AND MYSELF; AND (E) I AM AT LEAST 18 YEARS OF AGE. I HAVE READ THE AGREEMENT CAREFULLY, FULLY UNDERSTAND IT AND VOLUNTARILY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON BEHALF OF MINOR AND MYSELF. BY SIGNING BELOW, I HEREBY CONSENT TO AND APPROVE IN ALL RESPECTS THE TERMS OF THIS AGREEMENT AND MINOR'S EXECUTION AND PERFORMANCE OF THIS AGREEMENT AND PARTICIPATION IN THE TOUR. I GUARANTEE MINOR'S PERFORMANCE OF THIS AGREEMENT IN ALL RESPECTS. I UNDERSTAND THAT THIS CONSENT, APPROVAL, AND GUARANTEE ARE NOT REVOCABLE.

Parent's/Legal Guardian's Legal Name: _____

Parent's/Legal Guardian's Signature: _____ Date: _____

Schedule A

1. TOUR COSTS COVERED BY FIRST STAMP

- Round trip airfare in economy class: (a) from Houston or Dallas, Texas to Paris, France; and (b) from Rome, Italy to participant's home
- One-way trip travel costs from the participant's home to Trinity University in San Antonio, Texas
- Travel costs from Trinity University to the Houston or Dallas airport
- Hotel or dorm accommodations for thirteen (13) nights (each participant will be sharing a room with one to two other participants)
- Transportation costs during the Tour
- Costs associated with activities scheduled in the Tour itinerary or otherwise planned by First Stamp, including without limitation, visits to museums, the theatre or other destinations
- Three (3) meals a day in accordance with the Tour itinerary
- Basic travel insurance including medical while traveling outside of the U.S.