

4/2012



RE: Termination and Release

Dear [REDACTED]

We appreciate the opportunity to resolve your concerns related to your purchase of a Sundance Vacations package. Upon returning a signed copy of the attached Confidential Termination and Release Agreement within 3 business days, Sundance Vacations agrees to release you from the obligations of the package purchased by you.

With your signature and immediate return of this Confidential Termination and Release Agreement, you agree not to reveal, publicize, post, transmit, convey or otherwise disclose to anyone any of the terms of this agreement or any of the facts forming the subject matter of your concerns. This includes retracting and removing any previously publicized comments. Additionally, by signing and returning, you understand and agree that you have relinquished any claims, whether known, suspected or unknown, against Sundance Vacations and have received complete satisfaction relating to your concerns.

Without the receipt of this signed Confidential Termination and Release Agreement, the package will remain active and all original terms and conditions relating to the purchase will apply. *This includes any payments that may be due and any automated payments that may be directly debited from your payment account currently on file.*

You may return a signed copy to the email address or fax number listed below to have this process expedited. We will return a copy of the Confidential Termination and Release Agreement signed by an authorized Sundance Vacations representative along with an official cancellation confirmation letter.

Very truly yours,

Elizabeth Norwood

**Sundance Vacations
264 Highland Park Blvd.
Wilkes-Barre, PA 18702
Attn: New Client Services
Email: elizabeth@vacmail.com
Fax 570-235-2010
Phone: 800-264-3802**

CONFIDENTIAL TERMINATION AND RELEASE AGREEMENT

This **CONFIDENTIAL TERMINATION AND RELEASE AGREEMENT** (the "**Agreement**") is made and entered into as of the Effective Date indicated below, by and between the undersigned "**Client**" and **Sundance Vacations** ("**Sundance**"). Client and Sundance are also hereinafter sometimes collectively referred to as the "**Parties**" or individually as a "**Party**."

WITNESSETH:

A. **WHEREAS**, Client previously purchased a Sundance vacation program package (the "**Package**") pursuant to a Vacation Program Agreement and thereafter made complaints ("**Complaints**") relating to the purchase of the Package.

B. **WHEREAS**, Sundance has responded to the Complaints, attempted to resolve Client's concerns, and denied any and all wrongdoing and liability to Client; and

C. **WHEREAS**, the Parties have resolved their dispute in respect to the Complaints and have agreed to fully and finally resolve this matter on the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the agreements, representations, warranties, releases, covenants, consideration, and confidentiality obligations set forth herein below, the Parties hereto agree as follows:

1. **Representation and Warranties of the Parties.** The Parties hereby make the following respective representations and warranties, and acknowledge that these and all other representations and warranties contained herein are material to this Agreement:

(a) The Parties are fully competent to execute this Agreement and thereby bind themselves to the promises, covenants, terms and conditions set forth herein;

(b) The Parties hereby represent and warrant that no rights, demands, claims, damages, losses, costs, expenses, actions or causes of action whatsoever, that they had, now have, or may later claim to have or have had, against each other have been assigned, conveyed or transferred in any manner to any individual or entity; and

(c) Client represents and warrants that Client solely purchased the Package and no representations, promises or covenants were made by Sundance to any person other than Client, and no other person has any claim against any of the Sundance Parties (as defined below) in respect to the Package or otherwise.

2. **Termination of Vacation Program Agreement.** In consideration for Client's execution, delivery and performance under this Agreement, Sundance shall terminate Client's Vacation Program Agreement within ten (10) business days of Sundance's receipt of Client's original signed Agreement. Client shall accept

such termination as of the Effective Date as full and final consideration for (i) any and all claims against the Sundance Parties from the beginning of time through the date of execution of this Agreement and (ii) Client's covenants, acknowledgements, releases and agreements contained in this Agreement.

3. **Release and Discharge.**

(a) On behalf of Client and his respective predecessors, successors, heirs, legal representatives and assigns, Client does hereby irrevocably release, remise, acquit, and forever discharge, Sundance, Tri-State Financial, Inc., and Travel Advantage Network, Inc., together with any and all of their respective predecessors in interest, successors and assigns in interest, past and present officers, directors, shareholders, agents, employees, contractors, vendors, independent contractors, guarantors, affiliates, subsidiaries, attorneys and insurers, and all related entities, (collectively with Sundance the "**Sundance Parties**") from any and all rights, demands, claims, damages, losses, costs, expenses, actions and causes of action whatsoever at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, mature or to mature, arising out of any facts or circumstances occurring or existing at any time from the beginning of time through the date of this Agreement including, but not limited to, any claims arising out of, asserted in, assertable in, or in any way related to the Complaints including, but not limited to, any claims arising out of Client's purchase of the Package. The Sundance Parties (other than Sundance) are intended third party beneficiaries of this Agreement, and Sundance may disclose this Agreement to the Sundance Parties.

(b) Client understands and agrees that upon execution of this Agreement, Client is relinquishing any rights Client may have against the Sundance Parties and will have received complete satisfaction of any and all claims, whether known, suspected or unknown, that Client may have or have had against the Sundance Parties on account of any matter whatsoever, and hereby covenants and agrees not to file any complaint or lawsuit or to assert any claim or pursue or file any claims or complaints against the Sundance Parties relating to the claims released in **Paragraph 3(a)** or elsewhere herein.

4. **Confidentiality and Non-Disclosure Agreement.**

(a) Except as required by law, Client shall not reveal, publicize, post, transmit, convey or otherwise disclose to anyone, including, but not limited to, by way of the mass media outlets of radio stations, television stations, newspapers, trial reporters, Internet sites, social networking sites, blogs or any other written, audio or electronic publications, any of the terms and conditions of this Agreement, or any of the facts forming the subject matter of the Complaints. Furthermore, Client shall not authorize, instruct, direct or encourage anyone else to reveal, publicize, post or otherwise disclose or acquiesce in any other person's revealing, publicizing, posting or otherwise disclosing any of the terms and conditions of this Agreement, or any of the facts forming the subject matter of the Complaints, except as required by law and as necessary to consult with their legal advisors. Client further covenants and agrees that they shall not

advise, enable or assist any other person in asserting or pursuing any complaints or claims against any of the Sundance Parties. Should Client receive any inquiry concerning this Agreement, or related outcome of the Complaints from anyone who might have already known of the existence of the disputes between the Parties in the past, all such inquiries will be answered solely to the effect that the Complaints were satisfactorily resolved and the matter was amicably concluded.

(b) Client acknowledges and agrees that any violation or breach by Client of any of the terms of this Agreement at any time, including any and all requirements set forth in this **Paragraph 4** shall result in Sundance's right to seek damages, costs and expenses, including all attorneys' fees actually incurred, related to said breach or violation. Upon notice from Sundance citing evidence of a violation or breach of this Agreement, Client shall immediately resume payments including but not limited to any late fees and interest that may be owed for the Package.

5. Further Documents. The Parties agree to execute and deliver such other documents as may be reasonably necessary to effectuate the terms and purpose of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and, all of which taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or email transmission of a file in ".pdf" or similar format and upon such delivery, each signature shall be deemed to have the same effect as if the original signature had been delivered to the other Party.

6. Governing Law. This Agreement shall be deemed to have been executed and delivered in the Commonwealth/State of the original Vacation Program Agreement. All matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the Commonwealth/State of the original Vacation Program Agreement. The courts of the County and Commonwealth/State as documented in the original Vacation Program Agreement shall be deemed the proper venue and exclusive jurisdiction for all disputes arising out of this Agreement and to which venue and exclusive personal jurisdiction each of the Parties hereby consent and subject themselves.

7. Final Agreement. This Agreement is intended by the Parties to be the final expression of their settlement, discharge, and release, and contains all of the covenants, conditions, understandings, promises, obligations and agreements between the Parties hereto. No prior oral or written matters extrinsic to this Agreement shall have any force or effect but rather are deemed merged into and superseded by this Agreement. This Agreement shall not be amended, modified, revised, terminated or changed in any way except by further written agreement signed by all Parties. This Agreement and related covenants and agreements on the part of Client shall constitute a fully binding and complete settlement between the Parties. This Agreement represents the compromised resolution of a disputed matter and shall not be used or construed in any court or administrative proceeding of any nature, or in any subsequent actions by or between the Parties hereto, as an admission, direct or indirect, of any liability or wrongdoing by any of the Sundance Parties whatsoever.

8. Headings. The headings that have been used to designate the various sections of this Agreement are solely for convenience and ease of reference, and shall not be construed in any event or manner as interpretative of this Agreement.

9. No Construction Against Any "Drafter; Severability." This Agreement was drafted with the full participation of all Parties and for the purposes of construction or interpretation, this Agreement shall not be deemed the drafting of either Party. If any part of this Agreement shall be deemed invalid under applicable law, the remaining parts of this Agreement shall be in full force and effect as though any unenforceable part or parts were not written into this Agreement.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be duly executed as of the date set forth below. The Effective Date shall be the date Sundance receives Client's originally executed Agreement.

CLIENT 1: _____ Signature CLIENT 2: _____ Signature Print Name 1: _____ Print Name 2: _____ Account # : _____	Sundance Vacations: [Sundance Vacations] _____ By: _____ Authorized Signatory
--	--