



Pro90
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is entered into between Travel Planners International, Inc., hereinafter referred to as TPI, having its principal place of business at 2500 Maitland Center Parkway, Suite 130, Maitland, FL 32751-4174, and the Independent Contractor whose legal name, social security number and/or employer identification number and address is indicated above, hereinafter referred to as the IC.

1. Term of Agreement – If approved and accepted by TPI, TPI and IC agree that IC shall act as an independent outside salesperson (Independent Contractor) for a period of one (1) year from the date of this agreement. At the end of that period and all subsequent periods thereafter, the Agreement shall automatically renew and be extended for an additional one (1) year, unless either party serves the other with notice (online termination request www.MyHostTravelAgency.com/terminate) 30 days prior to the expiration date with their intent not to renew.
2. Duties of Independent Contractor – The IC is a self-employed business person and desires to sell travel and travel services to the public. In so doing, IC will use TPI to fulfill travel requirements of his/her clients.
3. IC Acceptance Standards - TPI has the sole discretion to accept or decline any Independent Contractor for any reason whatsoever. We do not approve IC's with any unsatisfactory reference check, any financial criminal background history including, but not limited to, writing worthless checks, embezzlement, credit card fraud, identity theft, or grand theft.
4. Setup Fee – The Setup Fee is \$195.00 and is non-refundable. The Setup Fee includes the actual process of being setup within TPI's systems. Upon submitting this Agreement, TPI will immediately charge the IC's credit card unless promotion code is provided.
- 5a. Agreement Upgrade Fee – If at anytime the IC wishes to upgrade their Agreement to a higher commission Agreement, the IC is required to execute a new agreement and pay the applicable Setup Fee.
5b. Agreement Downgrade Fee - If at anytime, the IC wishes to downgrade their Agreement to a lower commission Agreement, the IC is required to execute a new agreement and pay a \$0.00 downgrade fee.
6. Monthly Fee – \$40.00. The Monthly Fee begins and is charged on the first day the new IC is activated and will be charged to the IC's authorized credit card every month thereafter as long as this Agreement remains in effect. If any optional services have an additional monthly fee, this amount will be added to the above Monthly Fee. If IC's credit card is declined or invalid, TPI reserves the right to deduct this monthly fee from IC's earned commissions. Monthly fees are not prorated.
6a. Annual Pay Option – The IC can opt to pay the sum of 12 monthly fees (1 year) and a 10% discount will apply.
7. Errors & Omissions Insurance (Professional Liability Insurance) - The IC and all registered IC sub-agents are covered under TPI's master Professional Liability policy for \$1,000,000.00 of coverage. A deductible applies to all claims. Insurance provided by 3rd party insurer. The insurer, coverage's, benefits, policy terms & conditions, and deductibles are subject to change without notice. In the event the IC has any unregistered sub-agents, the IC and all sub-agents are excluded under TPI's master Professional Liability policy.
8. Sub-Agents – The IC is fully responsible and liable for the actions of their sub-agents. There is a one-time \$99.95 set-up fee to register each sub-agent. Each registered sub-agent will be an additional \$10.00 per month. Registered sub-agents will have access to the same support and services of the IC. TPI reserves the right to restrict some marketing and support services to the IC's sub-agents (seminars-at-sea, FAM's, webinars, etc.).
9. Compensation – As compensation for the services rendered under this Agreement, the IC shall be entitled to 90% of the point of sale commissions generated by IC and received by TPI. For referred business to TPI from IC (while on vacation, sick, IC needing assistance beyond normal standards), TPI will compensate IC one-half (½) the current commission percentage earned by IC. IC must inform TPI in advance of any expected use of TPI assistance program by using the applicable notification form inside the "Agent Only" website. TPI may compensate IC at a lower percentage for referred business to IC from TPI (leads generated by TPI and referred to IC's).
10. TPI Fee Schedule (Mail, Ticketing, Processing, Inconvenience Fees, etc) – The current TPI Fee Schedule is posted inside the "Agent Only" website. All fees assessed by TPI will be deducted from the IC's commissions. For airline ticket issue, exchange, refund or void fees, the IC is not required to charge a service fee to their customers. If the IC does charge a service fee to their customer and transacts this fee through TPI, the IC is entitled to receive their applicable commission percentage minus any merchant processing fees charged by 3rd party merchant services. The IC can maintain their own credit card merchant account for processing service fees and keep 100% of these earnings.
11. Remittance of Money – Any money (cash/check) due for cruises, tours or any other bookings done by the IC on behalf of his or her client shall be remitted to TPI within the allotted time set forth by the supplier. Applicable fees will be charged to the IC for any bookings requiring TPI to rush or expedite monies to a supplier. For airline or train tickets issued using TPI's ARC number, TPI only accepts credit cards. The IC will abide by all current and future policies for the issuing of airline tickets using TPI's ARC/IATA number.

12. IATAN / CLIA Id Cards – These 3rd party issued travel industry identification cards are not the property of the IC or TPI. TPI and the IC will abide by all rules and policies for the issuance, renewal, continuance, and termination of these travel industry identification cards. Upon termination of this agreement, any CLIA or IATAN cards bearing TPI's identification number will become invalid and must be destroyed or returned immediately to IATAN and/or CLIA. The IC is responsible for any unauthorized use of the cards after termination. If upon termination of this agreement and if the IC requires their card to be transferred, it is the IC's responsibility to handle such transfer with TPI assisting as requested by IATAN and/or CLIA.

13. Commission Deductions - Any fees, including, but not limited to, customer gifts, administration fees, setup fees, monthly fees, annual renewal fees, marketing fees, promotional fees, advertising fees, postage fees, delivery fees, after-hours ticketing fees, ticketing fees, void fees, refund fees, exchange fees, NSF fees, inconvenience fees, debit memo fees, IATAN/CLIA processing fees, accounting research fees, supplier debit memos, supplier charge backs, credit card charge backs, ARC (Airlines Reporting Corporation) violations, airline violations, including, but not limited to, hidden city violations, throw-away tickets, holding unsold seats, passive segments, commission recall due to customer cancellation or commission amounts not authorized will be deducted from the IC's commissions. If the above fees/charges exceed the IC's earned commissions, TPI will charge the IC's authorized credit card. Additionally, for a period of 18 months after the termination of this agreement, the IC is responsible for any and all supplier debit memos, supplier charge backs, credit card charge backs, ARC (Airlines Reporting Corporation) violations, and airline violations caused by the IC.

14. Host Agency to Receive All Commissions - The IC agrees that all check and cash monies are to be transacted through TPI and never directly to the supplier when using TPI's ARC, IATAN, CLIA, or other TPI Booking Identification Number. In the event an IC or his/her clients send any monies directly to the supplier for booking made using TPI's ARC, IATAN, CLIA, or Booking Identification Number, this Independent Contractor Agreement will be deemed in breach and may be terminated. All credit card transactions are to be transacted and processed by the IC directly with the supplier/vendor. If the IC authorizes or requests any supplier/vendor to send commission directly to the IC when using TPI's ARC, IATAN, CLIA, or Booking Identification Number, bypassing TPI, this Independent Contractor Agreement will terminate immediately. While the IC is free to do business with any entity or individual, TPI shall receive all of the commission paid by any supplier for any sale in which the IC uses TPI's ARC, IATAN, CLIA, or Booking Identification Number to process the sale. The earned commissions will then be paid to the IC according to the method of payment identified herein.

15. Method of Payment – The IC shall be paid bimonthly by TPI electronically or by check. All commission earned between the 1st and 15th of each month will be paid on the 25th, while all commission earned between the 16th and 31st will be paid on the 10th. TPI shall provide IC with a statement of all commissions earned and received by TPI in the previous period, minus any fees mentioned above, accompanied by payment for IC's share of those commissions earned. A \$25.00 paper check fee applies for all IC's not on direct deposit.

16. Examination of Books - The IC shall have the right, either personally or by accountant retained and paid by the IC, at times mutually convenient to TPI, but in any event at least once during each half of the calendar year, to examine books and accounts of TPI insofar as they relate to transactions affecting the amount of the IC's compensation.

17. Independent Contractor Will Provide Their Own Business Supplies and Be Responsible for Their Own Expenses – IC shall provide his/her own business cards and other promotional materials and shall otherwise be responsible for all expenses incurred in performing his/her duties under this Agreement.

18. Place of Work - The IC may choose where the work is to be performed, is not required to work on the premises of TPI, and is not required to answer the phones, or perform any other duties at TPI's offices.

19. Hours – The IC may work whatever hours he/she desires. No fixed hours may be required by TPI. The IC shall not be required to attend office meetings or office training sessions.

20. Risk of Loss/Profit Potential – The IC assumes the risk of incurring a loss if his/her share of sales commissions does not cover the IC's expenses. Similarly, IC enjoys the right to earn a profit yielded by commissions shared pursuant to this Agreement.

21. No Entitlement to Vacation or Health Benefits as Independent Contractor - As a self-employed individual, the IC shall not receive or earn any vacation or sick pay from TPI and is not covered under TPI's health, medical or dental plans.

22. Ability to Hire Assistants – The IC retains the right to employ assistants that he/she may require at the IC's expense. Any assistant hired by the IC may not be a booking/sub-agent. Should IC require sub-agents, then IC must register these sub-agents with TPI and pay applicable monthly fees.

23. Independent Contractor Shall Be Responsible for Filing of Federal, State, and Local Tax Payment(s) on Commissions Received from TPI, and for Other Assessments – The IC agrees to be fully responsible for complying with all federal, state, and local laws in connection with performance of this Agreement, including, but not limited to, payment of any estimated or other federal, state, or local income taxes, payment of applicable charges for social security, FICA, worker's compensation and obtaining any required state or local licenses or registration as a self-employed seller of travel/Independent Contractor. The IC is also responsible for taxes and Social Security for any employee(s). The IC agrees to indemnify and hold TPI harmless for any assessments against TPI because of any failure by the IC to properly pay federal, state, or local income taxes (including estimated tax payments) and file returns in connection therewith, or to pay social security, FICA, or worker's compensation.

24. Responsibility Related to Websites, Hardware, Software, Customer Databases, GDS – TPI is not responsible or liable for any direct or indirect loss of business, loss of use or inconveniences resulting from malfunctions, failures, downtime or maintenance of any hardware, software, GDS, booking engines, customer database, website hosting, webpage hosting, telephone lines, cable lines, intranet or internet. Neither party shall be responsible for downtimes, delays, software failures or nonperformance caused by acts of God or governmental authority, strike or labor disputes, breach of contract by suppliers, or any other cause beyond the reasonable control of that party.

25. Ownership of Customers – Both IC and TPI acknowledge that all customers introduced to TPI by the IC are and shall remain the property of the IC. When this Agreement terminates, all customers of the IC shall be free to continue doing business with the IC independently, or through any other Travel Agency.

26. IC's Customer Database and List Confidentiality Agreement – The IC's customer database or list will always be identified in the TPI database as the property of the IC. TPI and its respective third party contractors may not use any IC customer database or list for any purpose without the express written consent of the IC. Upon termination of this agreement, the IC's Customer Database or List will be deleted from the TPI main database unless an export request is made in writing within 5 business days. It is the responsibility of the IC to maintain a regular download and back-up of their customer database or list. TPI is not responsible for any loss of data regardless of the cause.

27. Termination with 30-Days Notice (Commission Still Earned) - This Agreement is terminable without cause prior to its expiration at the will of either party, by giving thirty (30) days notice (online termination request www.MyHostTravelAgency.com/terminate). In the event of the termination of this Agreement prior to the completion of its term specified herein, the IC shall be entitled to the compensation earned by him/her prior to the date of termination as provided for in this Agreement computed pro rata up to and including that date; the IC shall be entitled to no further compensation as of the date of termination. All claims by the IC for commission on sales are waived by the IC if not made in writing using signature traceable mail (i.e. USPS registered mail, FedEx, and UPS) within seven (7) days of the date of termination. Any and all bookings under final payment will not be released to any other travel agency.

27a. Transfer of Bookings to Another Travel Agency – At the request of the IC, TPI will transfer individual bookings for a fee of \$50.00 and group bookings for a fee of \$200.00. IC must follow procedures as identified by TPI which are provided in the 'Agent Only' Website. All bookings transfer requests must be made in writing to TPI. TPI will complete the request with the supplier on TPI letterhead signed by the TPI owner/manager.

28. Immediate Termination (Loss of Earned Commission) – TPI reserves the right to immediately terminate without notice this Agreement with the IC for: The occurrence of circumstances that make it impossible or impracticable for the business of TPI to continue; The continued incapacity on the part of the IC to perform his/her duties; The willful or negligent breach of duty by the IC in the course of his/her performance under this Agreement; Misrepresentation, Dishonesty; Fraud, Theft, Identity Theft, Worthless Check Writing; Unprofessional Activities including, but not limited to, using abusive language directed at TPI employees; Inappropriate Conduct, including, but not limited to, using abusive language, making slanderous comments or defamation of character directed towards TPI at any travel industry event including, but not limited to, trade shows, seminars-at-sea, and FAMS; Disruption of TPI's business, including, but not limited to written, verbal or electronic adverse or derogatory communication through emails, chats, postings, blogging, bulletin boards, and message boards; Failure to pay any monthly or annual fees within 30 days of the due date; Failure to comply with any Local, State, Province or Federal laws (travel related, civil, criminal) as currently written and/or amended; The IC authorizes or requests any supplier/vendor to send commission directly to the IC bypassing TPI; The IC or their clients send any monies directly to the supplier/vendor; Any alteration by the IC of TPI's profile with any and all suppliers/vendors (In the unforeseen event that you encounter a supplier that has an address for TPI other than the address at the top of this agreement, you are required to advise TPI so the correction can be made through our accounting department - do not update yourself.); Violations of airline ticketing rules and/or ARC (Airline Reporting Corporation) rules; Violations of any supplier rules, including, but not limited to, rebating, discounting, deceptive advertising, failure to provide any promised upgrade or onboard credit, onboard or on-property solicitation of customers or agents, violation of a no-book status mandate/ruling held against you; Having any agents or IC's under your registered sub-agents, including, but not limited to business opportunities where commissions are further shared (i.e. Your sub-agents having sub-agents is prohibited.); The recruiting of consumers with the promise of, including, but not limited to receiving travel benefits, travel agent rates, discounted travel and FAM trips unless new agent is qualified under CLIA and IATAN rules to receive such benefits (i.e. "Travel like a travel agent" promotions to consumers is prohibited.); Provide or offer any travel agent identification cards, other than official CLIA or IATAN identification cards, to your qualified sub-agents. If any of the above occurs, this Agreement will terminate immediately and the IC will forfeit all unpaid commissions. Any and all bookings under deposit or final payment will not be released to any other travel agency.

29. Cease and Desist - Upon termination of this Agreement, TPI demands the IC to cease and desist in using any proprietary information or systems, such as, but not limited to, our ARC, IATA, CLIA or booking phone number, TPI's "Agent Only" website, GDS systems, booking software, and booking engines to hold, book or process any bookings for yourself, your company, your sub-agents or your clients. Any unauthorized use of our ARC, IATA, CLIA or booking phone number after the termination of this agreement, TPI will pursue to hold the IC accountable and seek damages to the fullest extent provided by law.

30. Adherence to The Professional Association of Travel Hosts (PATH) Code of Ethics – TPI is strongly committed to upholding the Code of Ethics of PATH. As part of this Agreement, IC also agrees to uphold the Code of Ethics as set out by PATH and other travel industry organizations such as ASTA, NACTA, etc. As such, if the IC commits any wrongful acts relating to the travel industry including but not limited to events causing termination as outlined in paragraph 28, IC specifically understands and consents to the information relating to the wrongful act being disseminated to other members of PATH, either verbally or in writing.

31. Seller-Of-Travel Law - If the IC operates, sells or markets in a State or Province that has a Sellers of Travel Law, the IC agrees to abide by those applicable laws as currently written and/or amended. It is the responsibility of the IC to check with the applicable government authority regarding these consumer protection laws and TPI strongly recommends that the IC consult a local attorney and/or any governmental agency within the IC's State or Province that regulates the selling of travel to consumers for any registration and/or other requirements that must be met for an IC to sell travel to the general public.

32. Non-Disclosure, Non-Disruption and Confidentiality - The IC understands and agrees in return for receiving any information or materials written, verbal, or electronic concerning TPI and/or its affiliates, agrees to keep secrets and not to divulge, disclose or communicate, either directly or indirectly, to any person, firm, partnership, corporation or any other entity whatsoever any information concerning the matters effecting or relating to the business of TPI and/or its affiliates, including but without limitation to, trade secrets, selling, marketing and advertising procedures, past or present employees, past, present pending clients, agents, subcontractors and affiliates, recruitment and training plans, agent commission programs, daily operations, corporate policies and

procedures, supplier and vendor commission and override contracts or any other agreements with these suppliers and vendors, and any other information that TPI and its affiliates may deem confidential. The IC agrees not to act, or fail to act in any manner either directly or indirectly, that may cause the disruption of business, direct any business away from, and/or to cause discord to the business of and/or business relationships of TPI and/or its affiliates. Any such breach will result in immediate termination and forfeiture of unpaid commissions.

33. Criminal Background and Credit Check Authorization - The IC authorizes TPI, or any designated agent(s) working on TPI's behalf, including but not limited to reporting agencies or professional investigators to obtain and review all court and credit reports as well as conducting follow-up investigations on information presented in said reports. At TPI's discretion, TPI or its agents may also request these reports and information at anytime during the term of this agreement. It is the IC's understanding that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation. Based upon unfavorable review of such consumer credit or court report, TPI will only provide the IC with a summary of consumer's rights. The IC understands the nature and scope of said inquiries may include, but are not limited to, verification, inspection and/or reporting of any lawfully available records or information pertaining to work history; social security number, education; criminal and civil court related actions; personal financial status (including consumer credit reports); and any other information available from any public or otherwise documented record. It may also include inquiries regarding any past or present business, professional or personal activities. The IC hereby states that to the best of his/her knowledge all information provided to TPI, and any reporting agency, in any form, is true and accurate. The IC understands that any misrepresentation by the IC made to TPI or any reporting agency will exclude him/her from further consideration as an IC, and may result in termination of the Agreement with TPI if the IC is approved by TPI before such misrepresentation is discovered. The IC fully understands the authorization, waiver and release of liability is not an offer/approval of Agreement by TPI. The IC hereby authorizes TPI, reporting agency or investigator to request, obtain and examine any and all records that may relate to his/her arrest, conviction and/or imprisonment at any time prior to this date, to the extent permitted by law. The IC hereby authorizes TPI, reporting agency or investigator to make inquiry into, investigate, and examine any and all records that may relate to my current or past credit worthiness; such information to include (but not limited to) a retail credit report provided by any of the retail credit reporting companies. The IC hereby authorizes TPI, reporting agency or investigator to obtain reports or conduct investigations as a condition to continue this Agreement.

34. Disclaimer and Limitation of Liability - TPI and / or its respective affiliates, agents, contractors or vendors, shall not be liable to any IC for any damages including, but not limited to, direct, indirect, consequential, incidental or special damages, lost data, hackers, delays, lost profits, loss of revenue or any other economic loss, cost or expense arising from or related to this Agreement, whether arising out of contract, warranty, negligence, or otherwise, even if TPI has been advised of the possibility of such damages. In no event shall TPI's total aggregate liability under this agreement, whether arising out of breach of contract, warranty, negligence, or otherwise exceed TPI's percentage of commission earned and/or monthly fees received from IC in the one (1) month preceding the date the cause of action arises.

35. Legal Fees/Venue - Any controversies or claims arising out of, or relating to this Agreement, or the making, performance, or interpretation thereof, shall be litigated, if at all, in the Circuit Court, Ninth Judicial Circuit, in Orlando, Florida. The successful party shall be entitled to recover reasonable attorney's fees and costs associated with such litigation.

36. Collections – Any fees or outstanding debt owed to TPI upon the termination of this agreement is due immediately payable by certified funds or credit card. If the IC fails to pay any of these monies within 10 days, TPI reserves the right to use a 3rd party collection service, attorneys, including civil and criminal courts.

37. Partial Validity of Agreement - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

38. Law Governing Agreement - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

39. Non-Assignability - This is a personal service agreement that shall not be assignable by the IC without the written consent of TPI.

40. Amendment of Agreement – TPI may make amendments and/or changes to this Agreement at any time thirty (30) days in advance of the effective date by posting the amendments and/or changes on the 'Agent Only' website or by electronic notification (e-mail). Amendments and/or changes to the contract shall automatically become effective thirty (30) days after posting or electronic notification. Amendments and/or changes to the contract will not apply to any bookings made prior to the effective date of such changes provided that the IC has transacted the booking with TPI. The IC will have seven (7) days to provide TPI with written notice of termination of the Independent Contractor Agreement. IC's failure to provide written notice of termination of this new Agreement within seven (7) days of the effective date of such amendment and/or changes will indicate that the IC is agreeing to abide by the terms and conditions of the new Agreement.

41. Complete Agreement / Modification or Waiver - This agreement represents the complete understanding of the parties with respect to the described Independent Contractor relationship. No waiver, amendment, or change of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.