

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made on this _____ day of _____, 20____, between Travology Host Travel Agency INC, a full service IATAN travel agency, located in Lewisville, Texas. Hereinafter referred to as "Agency", and, Independent Contractor _____ (name) known as "IC" or Independent Travel Consultant "ITC" and any reference to both entities known as "Parties"

IC Contact information: Full Name _____

Business Name: (EIN or FID required) _____

Mailing address:

(Street): _____ City: _____

State: _____ Zip: _____ (cell phone) (_____) _____

Email: _____

Titles and headings to these *Travology Travels Policies and Procedures* are for reference purposes only, and do not constitute, and shall not be construed as substantive terms of these *Policies and Procedures*.

Travology reserves the right to amend the terms and conditions of these *Policies and Procedures* at any time, as deemed necessary without prior notice. Any notification of such amendments will be communicated through any of *Travology* official channels of communication, to include but not limited to, Independent Travel Agent email blasts and postings to the *Travology* Website and/or the *Travology* Independent Travel Agent's Back Office.

Independent Contractor:

Travology Independent Travel Consultant, hereinafter referred to as an "ITC" or "IC" is an independent contractor, responsible for his or her own business activities and not an agent, employee or legal representative of *Travology*, except insofar as the independent contractor status allowing him or her to promote and engage in the marketing of travel-related products and services.

Parties are interested to entering into an agreement for the Independent Contractor "IC" to participate as a home based agent with *Travology* to market certain travel related services, and or products, on behalf of agency based only as an independent contracting. IC is NOT recognized, or considered, participating in an employer-employee relationship. Applicant IC is 18 years or older to enter into this Agreement.

Whereas, Agency and IC are aware of agency requirements for establishing this relationship, and are aware that all administrative proceedings are located in Texas, with this agreement enforceable in any other states which recognize this concept. In consideration of the mutual covenants and agreements contained herein, parties agree as follows:

IC/ITC Affiliation with Travology

- 1. IC agrees to business system set-up and monthly support fee that will be determined based on IC industry experience.

2. IC agrees to pay monthly service fees based on level of participation that is maintained monthly as long as IC is in good standing, and following all *Travology* policies, and procedures.
3. IC understands that each level of participation offers different access to agent back office.
4. IC understands that each level above ITM is based on pre-approval by *Travology* manager that will evaluate this application to determine the level of participation IC will be approved to participate.
5. IC can cancel this affiliation by providing written notification at least thirty (30) days' prior to termination with understanding there is NO refund of set up, monthly fees, or training modules.
6. IC understands that Agency reserves the right to amend this Agreement and/or any related business, or product service fees, at any time.
7. It is IC's responsibility to review the most current Agreement posted in IC back office.
8. IC agrees to follow these, and other Agency policies, and procedures, and those mandated by all travel suppliers and related state Laws, all rules, regulations and statutes that mandate specific conduct, procedures or manner in which an IC must comply with the laws of the local jurisdiction and state or federal laws.
9. This agreement outlines the relationship between agency and IC with regard to all processes and procedures specifically those defined in any state Seller of Travel law which dictates how travel is sold to include IC responsible to register with any state seller of travel where applicable.
10. If eligible to process airline ticketing, through *Travology* GDS relationships, IC will follow all rules and regulations defined by the Airline Reporting Corporation (ARC), and IATAN or any other vendor.
11. IC that bring its own clients, not previously affiliated with agency, those clients will remain clients of IC and not solicited by agency at any time unless IC agrees to such solicitation related to Agency preferred offers, or special deals.
12. IC will not, at any time, solicit business from Agencies clients, nor take calls, or work with any Agency clients, or potential clients, who contact Agency from other IC's, or generated from Agency marketing efforts unless pre-approve by Agency. Any customer generated by Agency, or other IC are Agencies customers and IC agrees to NOT solicit any such customer even after the termination of this agreement.
13. IC can apply to participate in Agency lead program based on specific requirements outlined in Agency lead overview. All leads are the property of Agency and IC will not solicit leads outside of Agency business during the course of this contract or any time after contract is terminated. IC will be held financially, and or criminally responsible, to Agency for any stolen lead resulting in all generated commissions awarded to Agency plus recovery of legal fees, and any other punitive damages.
14. IC will participate in on-going educational programs offered by Agency with IC agreeing to maintain two (2) new courses each twelve (12) months of affiliation with Agency. IC will select and pay for courses listed in IC back office.
15. IC is encouraged to participate in advanced training(s) made available from list of suppliers found in IC back office with specific training based on level of participation.
16. IC must represent to the general public that IC is an "Independent Contractor" conducting its own travel business in contract with agency. IC will not represent to anyone as an employee or officer.
17. IC is not restricted, or have exclusivity, to any specific territory and will only solicit business in states, and or countries, where Agency is considered legal for conducting business as a seller of travel.
18. IC has the right to work with any suppliers that comply with relate state law and other regulatory agencies.
19. IC understands that Agency offers NO supervision of any type. IC determines IC's place of work, time

schedule, rules of work, quality of work, and controls their business based on level of approved participation by Agency manager.

Processing Funds, PCI Policy and Responsibilities

20. IC will NOT collect funds (money) direct from any client and process all transactions based on Agency PCI and processing funds policy. IC will take Agency PCI training for the protection of Agency client personal information and data. No IC level can complete a booking from their end consumer booking engine website on behalf of any third party customer. It is up to the customer to complete all bookings, or quote request, from clients own computer, cell phone or electronic device to assure all information is accurate and terms and conditions are agreed by the end consumer. Any IC that violates this policy will be financially responsible for any errors, or refunds, and could lead to suspension, or termination, with any outstanding commissions defaulted to *Travology*.

21. IC will be held financially responsible for any PCI violations that may result in fines from regulators.

22. IC will reimburse any fine imposed on Agency as a result of IC failure to follow PCI rules and policies.

23. No oral or written reports will be required from IC at any time and shall bear all risks financially for IC's marketing, phones, mail services, client gifts, print costs, business cards (must be approved), letterhead, invoices, office supplies, charity contributions, auto expense, legal fees, or accounting fees

24. IC will be financially responsible for any bad debts, mistakes in tickets, or documents, or quotes, or vendor contract default. Based on level of approved participation IC will be responsible for processing up-front client deposits based on Agency processing policy.

25. IC will be responsible for all personal business travel expense, medical insurance, industry dues and subscriptions, auto and personal liability insurance, business insurance, state and federal income taxes, commission payments and support to own IC's, payroll taxes if employees are hired by IC, FICA, SDI, unemployment tax, and workmen's compensation insurance and hold Agency harmless therefrom.

26. It is the sole responsibility of IC to pay for repairs of personal property used for business purposes (e.g. personal computers, tablets, smart phones, printers, etc.).

27. IC shall obtain any necessary business license, Employee Identification Numbers and withhold properly for any of its employees, holding Agency harmless therefrom. IC agrees to follow the rules and laws of outside agencies governing the travel industry, including, but not limited to: those of the state of conducting and soliciting business to include the U.S. Government, county and local, National Do Not Call Registry, CAN-SPAM act, ARC, IATAN, CLIA, and Amtrak. Any violation of these rules is the sole obligation of IC.

28. IC indemnifies Agency from any such obligation arising from IC's violations of any governing body.

29. IC's confirms that by contracting with Agency is for the purpose of selling travel to IC's clientele and not solely to obtain industry benefits that may be offered by travel and tourism suppliers to the travel agency community. IC will follow, and meet, all requirements set by industry vendors, suppliers, or trade organization to obtain any industry benefit, discount, or rewards.

30. IC is responsible for their personal customers at all times to include any leads issued by agency. IC will follow up with all customers in timely manner and be available to assist with all issues that may arise related to customer served issues.

31. Agency has absolute right to determine unilaterally whether or not IC can continue to perform services related to Agency to include authorization to participate at any level offered in Agency compensation system.

32. Based on level of pre-approved participation, IC has the right to resell any travel products offered by Agency "net rate" program at any price IC chooses that includes determining profit by the difference

between agency cost and selling price (less merchant fees); therefore, the cost of discounting is the sole responsibility of the IC and must be paid for out of the IC's portion of any profit.

33. Any prices related to products, or services, sold from Agency end consumer travel booking website will be determined by Agency and not determined by IC.

34. IC will earn commission based on 100% of net commission (less any merchant fees) received by Agency from vendor or supplier with IC earning their portion based on Agency compensation plan.

35. IC's clients must make payments by check, or money order, or cashier check, to *Travology Host Travel Agency INC* or by credit card, or directly to the supplier to receive this protection.

36. IC is solely responsible for any misquotes or any monies due IC's clients due to IC error.

IC and Agency Relationship

37. IC is not a bonded employee, or agent, or employee of *Travology*. Quotations, pricing, disclosed or undisclosed defaults, supplier bankruptcies and correct information for clients are the sole responsibility of IC.

38. IC retains the right to establish partnerships, employ, or recruit sub-agents at its expense.

39. If IC sub-agent's sales require separate tracking, outside of IC ID number, than sub IC will be required to pay related IC business, and support fees.

40. It is the responsibility of the IC to pay its employees and sub contracted IC's. IC assumes all legal and financial responsibility for such associates.

41. *Travology* does not provide IC with Workman's Compensation Insurance, State Disability Insurance, Auto or any form of liability insurance, because IC is outside the scope of such employee benefits.

42. IC agrees to hold harmless and indemnify *Travology* against any claim for injury that may occur to IC in performance of IC's duties. If IC is injured while visiting *Travology* office, or attend any *Travology* training, or event, will hold *Travology* harmless for any cost, injury or loss that could occur.

43. If IC is approved to access agency GDS then IC will be responsible for any related fees assigned by agency. GDS access is based on approval process and additional fees.

44. IC has the right to mail or request suppliers to mail brochures, or marketing materials, to clients at IC expenses. Any cost will not be paid by Agency.

Travel Organization Accreditation

45. IC's that meet certain Agency and industry qualifications can use Agency Identification Numbers related to IATA, ARC, CLIA, ASTA, ARTA, NACTA or any other affiliated organization number only during the life of this agreement. If IC cancels or is terminated IC will return any ID with Agency affiliation to Agency and no longer use Agency ID numbers. These numbers shall not be disclosed to other persons except vendors and cannot be transferred or sold to any third party. The disclosure of these numbers in violation of this paragraph is acknowledged by IC as a disclosure of trade secret material which would cause direct severe and irreparable financial loss and hardship to Agency.

46. During the life of this agreement IC will reference Agency identification numbers to process all travel with suppliers for tracking commissions paid by suppliers to Agency. IC WILL NOT direct supplier to issue commission direct to IC as Agency is due its share of the commission generated. All such sales brought to Agency, for processing customer payments, must be made through Agency, in Agency name, or to supplier by customer credit card that must be processed based on Agency PCI compliance policy. If IC is found to direct supplier to pay IC direct, to bypass Agency, then IC will be terminated and agree to pay

back owned commissions plus reimburse all legal cost and interest plus IC will be terminated with any other commissions outstanding will be forfeited to Agency.

Agency Logo Use and Representation to Industry

47. IC agrees to request written permission (by email) by Agency for the use of Agency logo for any marketing materials. IC shall prominently, and conspicuously, notice and display his/her status as an "Independent Contractor" on all materials, so as to avoid the implication that IC is employed by Agency.

48. IC shall have no authority to bind, obligate or commit Agency by any promise or representation to enter into contracts or perform services other than the transaction processing covered by this Agreement, unless specifically authorized in writing by an authorized Agency executive in a particular transaction.

49. Any contract on behalf of Agency must be signed by an authorized Agency executive.

Access to Private and Confidential Information

50. During the course of this Agreement IC may have access to private, confidential and proprietary information. Such information is typically, but not limited to, the business operations or internal structure of Agency, customers of Agency, any method of conducting business, special or preferred or net rate pricing and commission programs from Agency suppliers and or vendors.

51. For five (5) years after termination of this Agreement, IC will not either directly or indirectly induce, attempt to induce, or aid others in inducing any person including, but not limited to, employees, or other IC's also parties to individual Agreements with Agency to leave their employ, or association, with Agency. Each of the parties mutually acknowledges that such interference with employment, customer fulfillment, or contractual relations will cause direct severe, irreparable financial loss, held and hardship to Agency with IC being financially responsible for any damages and legal cost.

IC Business Opportunity and Payments

52. IC cannot book travel on behalf of, a resident and/or citizen of a country other than the USA unless Agency is legally set up to conduct business in any country that was established by Agency.

53. Agency will issue commission payments to IC by the 20th of Each Month for prior month commissions received to Agency by suppliers and/or vendors. Commissions are typically not issued to Agency from vendor or supplier until 60 to 90 days after travel was completed. Agency has the option to issue "net rate" commissions the following month after the trip was booked and if the reservation included traveler insurance. This pre travel payment policy will be based on current Agency polices that can change at any time. All customer bookings and commission tracking will be made available to IC in IC agent back office.

54. Any IC booking or commission is not found, or not listed in IC back office, IC will complete "missing transaction/commission form located in IC back office and submitted to Agency for resolution

55. IC's level classification may change based on IC experience level, required training, or productivity. IC that is approved to participate in the lead program will be required to meet Agency standards of customer service and fulfillment satisfaction that will be continuously reviewed by Agency manager. Manager has the right to terminate any IC from participating in the Agency lead program for any reason.

56. Advancement in level require additional fees and possible required education certification with all level approvals determined by Agency Manager. All levels are a privilege, and not a guarantee, or demand, and at the sole discretion of Agency.

57. Based on additional charges (fees), IC may choose to advance to higher level classification that will require fees plus certification requirements.

Processing Client Funds and IC Financial Responsibilities

58. It is IC's sole responsibility for IC to insure their clients, who have been extended credit, or payable deposits, issue all monies owed per PCI compliance policy. If money cannot be collected, then IC will be fully responsible for any lack of financial obligation that would result in an obligation to Agency. This includes attrition penalties for group bookings as Agency will hold IC responsible for all contracts for their clients. IC will always have client complete contract with supplier for direct billing to avoid such obligation.

59. Any owed payment must be collected within fourteen (14) business days of the extension of credit or when funds were due.

60. If debit memos are received, that pertain to an IC's client booking, Agency ARC department will provide a copy of the debit memo to IC. If IC does not believe the debit memo to be valid, IC will provide documentation to dispute the claim with the supplier. All documentation must be furnished to Agency ARC department within 5 business days of notification. Agency ARC department will work on IC's behalf to clear, or reduce, the debit memo. If Agency ARC department is not successful IC will be responsible to pay Agency related debit memo fee within 5 business days from date of final notification.

61. IC's cannot write down, or electronically document, any client credit card, or personal data for any booking outside of Agency PCI compliance policy. If client signature is required for any transaction than IC will be responsible to follow up with client to collect outstanding forms or information per PCI policy.

62. IC is responsible for all disputed, declined or fraudulent charges within 7 days of knowledge and work with Agency for resolution.

63. Agency will issue a 1099 statement at the end of each calendar year for tax purposes if IC earns \$600 or more during the calendar year.

64. It is IC's responsibility to pay all applicable state, and federal, taxes and fees.

IC Business Fees

65. IC will authorize Agency to collect payment of related IC training, activation, monthly reoccurring services and other fees IC agrees to pay by automatically charging IC form of payment that will be stored in PCI complaint system with control of data in IC back office. Agency does not store passwords for IC back office so IC must keep their password on hand and private.

66. IC is responsible to maintain all related business maintenance fees or risk business to be placed on hold, or terminated, with outstanding commissions held by Agency until payments are updated.

67. IC will have 60 business days to pay any outstanding fees. After 60 days IC position can be terminated with no further commissions being issued to IC with commissions defaulted to company.

68. IC agrees that all charges, or fees, that are incurred during the term of this agreement are non-refundable to include all training modules are NOT refundable.

69. Any debit memo, refunds, commission recall statements, credit card charge backs, uncollected client payments, or any other sums will be deducted against commissions, or fees owed, to IC by Agency.

70. IC expressly consents and grants Agency the right to deduct such amounts from compensation payments due to IC. If Agency is unable to collect the full amount of any payment due, Agency reserves the right to terminate, or suspend, IC affiliation without notification to include seeking legal recourse to collect outstanding financial amount.

IC Advertisement, Marketing and Client Data

71. Agency requires any advertising to be submitted to Agency compliance department for approval prior to IC conducting such activity to assure IC is representing Agency within legal, or Agency policy. All advertisement must be submitted through IC back office.
72. IC has no right to use Agency name in advertising in yellow pages, local directories, direct mail programs, or other promotional activities, except when IC is using their own business or personal name and words "Independent Business Owner" or "Independent Travel Consultant" or using level achieved in Agency level structure along with related state seller of travel number also listed. This includes business cards, flyers, brochures or any other advertisement or marketing materials.
73. IC will assure any advertisement or marketing efforts do not violate any local, state or federal laws.
74. IC is free to seek and solicit clients from the general public and can maintain that client if IC were to leave Agency.
75. Any leads issued to IC from Agency will not be solicited at any time upon termination of this agreement.
76. Agency will hold IC client names in strict confidence and will not knowingly promote by direct mail or email to IC's current client base unless IC is willing to allow their client to opt in to any Agency marketing campaigns.
77. Any clients established by agency will receive promotional information based on opt-in system.
78. IC's personally developed client list is always the property of IC.
79. IC will not have access to Agency client base. Agency client base is a trade secret and all names and personal information are available only to Agency, its employees, or anyone Agency provides authorization that could include an IC approved to receive leads in the Agency lead program.
80. As part of initial activation fee, and for marketing to end consumers, IC will be issued a replicating "Private Labeled End Consumer Travel Booking Website" to include customizable features with all content managed by Agency. Agent website will also include an Agent back office with three level permission based on IC pre-approved level, approved by Agency.

Industry Benefits and Agency Benefits for IC

81. IC may apply and pay for an IATAN card when all IATAN rules are met. At this time IATAN requires an independent contractor (1099) to generate gross income that exceeds \$5,000 in calendar year, plus devote a minimum of 20 hours per week to the business of selling travel, and be at least 18 years of age. IATAN application is available in Agent back office but will need to be approved by Agency manager prior to submission to IATAN.
82. Agency will make available "net rates", reduced rate travel, and familiarization trips available to IC through Agent back office with certain benefits accessed based on Rank.
83. IC is eligible to apply for individual CLIA membership under Agency CLIA affiliation when all CLIA rules are met and completing Agency required application form available in Agent back office.

IC commissions and Levels Benefit

84. IC has reviewed and agrees to Agency commission and compensation plan payout. *Travology* shall pay commissions to IC in accordance with the official, and latest, *Travology* Independent Travel Agent Commission Payment Policy. Assuming payment by the vendor is made to *Travology* in a timely manner, *Travology* receives commissions from various travel suppliers and vendors approximately 60 to 90 days after a trip is completed. *Travology* issues the ITC commissions after the 20th of the following month. All commissions are paid into the virtual e-wallet located in IC back office and the responsibility

of IC to register for commission payment and distribution. IC can request check to be mailed for \$15 processing fee once any single payment would reach \$150.

Vendor commissions are calculated on the base fare of the cruise, air, train, etc. and are not paid on taxes, Airport Fees, Cruise Port Charges, or any other fees not related to the actual fare for passage. Some suppliers, such as domestic Airlines, do not issue any travel commission. Any international airline or consolidator that offers any commission will be listed in the commission pending section of IC/ITM back office

Average Industry Commissions:

Domestic Airlines: none

- Select International Airlines and Consolidators: Possible 1%

Cars and Hotels: 5% - 15%

Tours and Groups: 10% - 20%

Cruises: 10% - 18%

Excursions: 5% - 10%

Travology Preferred Vendors: 15% - 30% (net rates)

85. Based on achieving Rank of ITP or TDS, along with approval from Agency manager, IC has the right to charge whatever transaction fee to their customer(s) they desire if fee collected is processed through IC merchant account for personal customers.

86. If IC implements a transaction fee for any lead then IC will compete the transaction through Agency process with IC earning their related level commission with Agency earning the balance.

87. IC's that have achieved certain levels will have the ability to resell cruise line cabins to their individual clients at contracted rates along with the ability to offer clients free cabins, and or other amenities, for group bookings that are available through related Cruise line.

88. IC does not have the right to sign or enter into any group air contracts, or other contracts, with any carriers, or suppliers, involving Agency or affiliates ARC numbers without the express approval of an authorized Agency manager. If IC does so, IC risks any of the following: (1) Termination of IC contract; (2) IC will be financially responsible for any financial loss or any other negative financial impact due to group contract; (3) IC will receive no payment on any commission or fees generated on the group. If IC does not have the ability to issue group air tickets (e.g. does not have access to Sabre), Agency will assign an inside employee agent that will charge a \$50 per PNR processing fee.

Termination of Agreement and Indemnify

89. In the event IC fails to comply with this Agreement, Agency may immediately terminate this Affiliation Agreement. If IC affiliation is terminated by Agency for any cause, IC will not be entitled to any refund of any prior payments or any other accumulated Fees.

90. Upon termination, cancellation or expiration of IC affiliation, IC will immediately return to Agency, via certified mail, (paid by IC) any industry ID card issued under agency identification. This includes IATAN, CLIA cards or any other industry identification.

91. IC agrees to indemnify and hold Agency, Agency owners, board members, executives, employees, contractors, officers, directors, shareholders, other IC's and/or any Agency affiliates harmless from and against any and all claims suffered by Agency due to IC arising out of, or in respect of, (1) any violation

of law by IC, (2) fraud (3) misrepresentation, (4) willful misconduct or gross negligence on the part of IC, (5) any violation of this Agreement by IC, (6) any costs, fees, expenses, liabilities or penalties associated with any unpaid income taxes or any other federal, state or local taxes, payments, or filings required to be paid, made or maintained in connection with any payments made to IC by Agency. These provisions regarding indemnification shall survive and remain in full force and effect even after the termination of this agreement.

92. In the event that any travel product or service provided by a third party supplier is unsatisfactory to IC or IC clients, IC will seek remedy starting with notifying Agency of any issue, problem, or complaint in by writing in order for Agency to assist to facilitate resolution. Writing would include certified mail or email to Agency customer service.

93. All warranties, expressed or implied, related to travel products provided by a third party suppliers are the responsibility of the third party supplier, not Agency.

Official Notification

94. Notices required or permitted under this Agreement shall be deemed given upon delivery to the receiving party at the addresses set forth on page 1 of this Agreement. All notifications, requests, claims, demands and other communications between parties shall be in writing in the following format. Notices shall be given (1) by delivery in person at Agency established place of business, (2) by courier service, (3) by first class, registered or certified mail (4) by facsimile or (5) by electronic email to the email address specified in this Agreement or such other address as either party may specify in writing. All notices shall be effective upon receipt by the party to which notice is received.

Recorded Calls

95. Agency customer service department records all calls incoming and outgoing for documenting all inquiries for accuracy and training purposes. IC understands and gives their consent that any call in which IC may participate with Agency will be recorded.

96. IC that is approved to participate in Agency lead program will be required to record all outgoing and incoming calls received using Agency loaned equipment.

Agreement Terms, Disputes and Jurisdiction

97. Agency reserves the right to modify any portion of this Agreement at any time with or without the consent of IC. Agency will inform IC via email or Agent website back office of such changes or additions.

98. If Agency changes any portion of this Agreement in the future, Agency will honor any bookings in progress.

99. Upon any Agreement change(s), IC retains the right to continue to do business with Agency or not. If IC chooses to no longer do business with Agency, as a result of the change(s) to this or future amended Agreement, IC can terminate all fees with any outstanding commissions payable the month after agency receives commission from supplier.

100. Any dispute between IC and Agency concerning the terms and conditions of this Agreement shall be submitted to binding arbitration pursuant to the laws of the state of Texas and the country of Denton.

101. If any action at law or in equity is necessary to enforce, or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any relief to which he may be entitled.

102. This agreement shall be governed and construed in accordance with the laws of Texas.

103. This agreement represents the complete understanding of Parties with respect to the described independent contractor relationship.

Non-Discrimination

104. *Travology* does not discriminate in its acceptance or rejection of applicants because of race, creed, sex, color, sexual orientation, marital status or national origin.

Marketing Materials and Social Media

105. *Business Cards and Letter Head*

IC is required to only use company approved promotional materials that is available for purchase in IC back office. IC can submit approval to *Travology* compliance department for review of customized business cards, letter head or any other marketing materials. ITC is not permitted to use any marketing material that is not preapproved by *Travology*. This is done to ensure each aspect of *Travology* is fair, standard throughout and complies with the vast and complex legal requirements of Federal, State, Local and International laws.

106. *Websites and Social Media*

IC will be issued a *Travology* end consumer B2C travel booking website that can be customized by accessing ITC back office. Any other third party website that IC business may be promoted as a link or through affiliate marketing must be preapproved by *Travology* compliance department. ITC is not permitted to create their own website and use *Travology* logo or brand unless pre-approved by *Travology* compliance. IC is permitted to market their *Travology* travel business on any social media outlets as long as any social media representation is within policy

107. *Media Advertisement and Media Inquiries*

IC is prohibited from utilizing radio or television media for the advertising, or promotion of *Travology* services without the expressed written consent of *Travology* compliance department. In the event *Travology* does grant permission for the use of such media, *Travology* will have final authority on every stage of the production process with full rights to all recordings. All requests for approval must be submitted sixty days prior to advertising scheduled dates to ensure adequate time for review. IC is prohibited from responding to media inquiries regarding *Travology* its products or services, or their independent *Travology* business. All inquiries by any media must immediately be referred to *Travology* compliance department. *Travology* employs a professional staff responsible for replying to these inquiries. This policy assures accurate and consistent information to the public.

108. *Recording Events*

IC may not produce for sale any recorded company events, or speeches, without specific prior written consent from *Travology*. IC shall not reproduce for sale, distribution or for personal use any recording of company-produced audio or video taped presentations.

Tradeshaw, Exhibits, Public Events Policy

109. All Trade Show, or any other public event, participation must be registered and approved by *Travology* compliance department by submitting a *Request for Trade Show Attendance Registration*. *Travology* mandates only one IC booth may represent *Travology* at any Trade Show or Chamber of Commerce Event.

Travology reserves the right to approve or deny any tradeshow or exposition request. Requests are considered on a first come, first serve basis. The first request approved by *Travology* compliance department will be listed as *Contact* in IC/ITM Back Office event schedule under *Trade Show Schedule*. Please submit all requests to *Travology* Compliance Department 60 days prior to show date.

In the event an IC finds a specific show already reserved, the IC may contact the person listed as the original *Contact* and propose sharing the booth or expanding the booth to accommodate both parties in the exhibit hall. IC may not compete with another IC at any public event. Original *Contact* has the right to decide whether another IC may participate in said Trade Show. *Travology* requires all participants agree to terms related to finances, materials, and/or schedules prior to the event. Please be advised, *Travology* will not be involved in scheduling or assume financial responsibility for any event.

All Trade Show Fees are the responsibility of the IC, who is *Contact* for said event. Fees include, but are not limited to: booth space, electric outlets, telephone service, Internet access, show publication advertisement, and premium locations such as corners and main aisles. *Travology* will NOT be responsible for any related cost or financial loss.

IC must use the term *Independent Travel Agent* or achieved Rank as listed on IC business cards. IC will not contact any vendor at any event in attempt to cross prospect or inquire/negotiate for business on behalf of *Travology*. In the event any vendor or company requests information about *Travology*, IC will forward their contact information to *Travology* Corporate Office and/or offer *Travology* contact information.

All registration information for any event must be listed under *Contact* name, telephone number, and home/business address. IC is prohibited to use *Travology* contact information including mailing address or telephone numbers for any billing or correspondence with Trade Show organizers.

An IC may offer prospects access to website bookings at the event from IC's website. IC is strictly prohibited from receiving money for any travel reservation, or offering quotes other than what is displayed on the website.

Getting Started

110. To participate as a *Travology* Independent Consultant (IC) certain fees and/or accreditation is required, based on level of participation, to include ITM, ITP or TDS. Each IC must purchase the initial ITM system (TABS) and maintain related monthly service from *Travology* or any licensed third party affiliate. The approval process to upgrade to ITP or TDS requires additional fees paid direct to *Travology* and only available after the initial TABS purchase. The *Travology* price for any service or product may change without notice. Annual maintenance fees are part of the monthly reoccurring fee based on level of participation. ITM/ITP/TDS related technology, back office access and support are subject to change without notice.

Start as an Independent Travel Marketer (ITM) (Starting Rank)

111. IC is required to pay Agency Travel Agent Business System (TABS) set-up fee to activate at the first level called "Independent Travel Marketer" (ITM). The TABS purchase includes an end consumer travel booking engine website and basic (level 1) back office access. The start-up fee will also incur a monthly service and maintenance fee to include accounting, commission and customer reports, basic training modules, and website updates plus customer service.

Advanced Level- Independent Travel Professional (ITP)

112. ITP is required to agree to background check included in the original TABS set-up fee. ITP monthly fee will incur an additional monthly fee to include access to the ITM basic level back office access and second rank (ITP) back office access. ITP monthly fees will include additional permission to ITM basic back office services to include basic accounting, commission and customer reports, basic training, website maintenance, customer service plus ITP back office that includes access to vendor and supplier contracts, consumer quote process, booking process, advanced vendor/supplier training and possible GDS access based on approval and possible GDS seat license.

Highest Level – Travel Destination Specialist (TDS)

113. TDS is required to agree to background check included in the original TABS set-up fee. TDS monthly fee will incur an additional monthly fee to include access to the ITM basic level back office access, ITP (second rank) back office access, and highest permission rank TDS back. TDS monthly fees will include permission to ITM basic back office services to include basic accounting, commission and customer reports, basic training, website maintenance, customer service plus access to the ITP back office that includes access to vendor and supplier contracts, consumer quote processing, booking processing, and advanced vendor/supplier training, possible GDS access based on approval and additional GDS seat license fee, and TDS back office to include access to the *Travology* lead program based on approval.

Cancellation, Termination, Re-Application, Transfer and Refund Policy

114. Basic Service cancellation is dependent upon *Travology* receiving ALL travel credentials issued under *Travology* brand, i.e. CLIA and IATAN card. *Travology* business cards must be destroyed. ITM end consumer travel B2C website setup, and monthly hosting, and service fees, and any purchased training modules are NOT-refundable. No involvement with *Travology* products or services is permitted without re-application and acceptance by Company. To cancel IC/ITM/ITP/TDS subscriptions requires 30 day written notice issued to accounting@travology.com or by phone with customer service representative and confirmed by email issued by company to conclude any business relationship or further obligations.

Involuntary Termination

115. Any IC in violation of these *Policies and Procedures* will be reviewed by past conduct the compliance department's internal investigation. Violations can result in fines, withheld or forfeited commissions, probation, suspension or termination. This decision shall be at the Company's sole discretion. If *Travology* determines the violation warrants probation, IC will be placed on probation for a length of time determined by the compliance department. If *Travology* determines the violation warrants a suspension, the IC will receive a written notice from the compliance department and will not be able to collect commissions or access their business website back office. IC will have the opportunity to contest said probation or suspension or any penalty in writing.

Travology may immediately terminate service by written notice to IC. Should any part of these *Policies and Procedures* and/or the application be deemed to be invalid, the balance of these *Policies and Procedures* shall remain in effect. IC will receive a written notice and, if terminated, forfeit any right to future commissions and all travel credentials.

Bequeathed Business

116. IC business may be inherited or bequeathed. It may be sold or transferred to a recipient (or their immediate family) who is not currently, nor ever has been, a *Travology* IC. IC interested in selling/transferring their IC business must complete a *Request for the Sale/Transfer of IC Business* form in its entirety. The originating IC will be billed a \$300.00 administrative and legal review fee for the sale of their IC business.

Be advised, upon date of transfer, any and all outstanding commissions roll over to the recipient of said IC Business. The recipient will assume sole responsibility of all financial obligations of the IC business, including fees. *Travology* reserves the right to approve the sale or transfer of an IC Business.

Conflict of Interest

117. For any time during the term of this agreement or after the cancellation of IC business (cancellation may be either voluntary, involuntary, through non-renewal, inactivity or termination) of an individual or entity's IC service, the ex-IC shall not directly or through a third party solicit any *Travology* IC or customer for any other travel marketing system or opportunity. This provision shall survive the termination or cancellation of the IC's service. If the solicitation of the IC or customer is performed by a third party outside the Travel Agent Business System, *Travology* will undertake any and all legal actions necessary to be compensated for the irreparable harm caused by the unauthorized solicitation.

Governmental Approval or Endorsement

118. No Federal, State or Local regulatory agencies or officials "approve" or "endorse" a marketing company or system. ITC shall not represent or imply *Travology* has been "approved," "endorsed" or otherwise sanctioned by any government agency, except for published licenses where applicable.

Income Taxes

119. *Travology* provides an IRS Form 1099 MISC. (Non-employee Compensation) earnings statement to each IC who had earnings of over \$600 in the previous calendar year.

International Marketing

120. *Travology* is only open to conduct transactions with USA residents. IC is NOT eligible to solicit business outside the USA. There are critical legal and tax considerations, including, but not limited to, compliance with foreign laws regarding approval, registration, regulations regarding statements, taxes, literature content and language requirements, IC is authorized to sell *Travology* services only in the countries in which *Travology* is authorized to conduct business, as announced in official company literature.

Compliance with Federal, State, Local and International Laws

121. IC shall comply with all Federal, State, Local and International laws in the conduct of their business. The violation or attempted violation of any such law or regulation, or fraudulent or deceptive conduct, shall be grounds for disciplinary action by *Travology*

Minors

122. Minor is a person who is not of legal age, as recognized by the state or province in which they reside to enter a legal and binding contract. Minors are, therefore, ineligible to participate as an IC, regardless of an adult with legal guardianship granting permission. No one under eighteen (18) years of age, in any jurisdiction, shall be permitted to become an IC.

Release for use of Photographic, Audio, Video Image, and/or Testimonial Endorsement

123. IC hereby grant to *Travology* and its successors, assigns, employees and agents, the absolute and irrevocable right and permission, with respect to any photograph, audio and/or video picture taken of them, or in which they may be included with others, and with respect to any testimonial endorsement:

- To use, reuse, broadcast, rebroadcast, publish, or republish such photograph, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including but not limited to: marketing, advertising, promotion, and/or publicity.
- In the case of visual representations, to copyright such photograph and/or video, in the original or as republished, in the name of *Travology, Inc.*, or in any other name. IC hereby confirm the information given by them as a testimonial endorsement, or represented in a photograph; video or audio is true and accurate to the best of their knowledge. By submitting the testimonial, the IC hereby waives any right they may have to inspect or approve the finished or unfinished product or products, the advertising copy, printed, recorded, photographic or video matter which may be used in connection therewith, or the use to which it may be applied.
- IC hereby release and discharge *Travology* and their successors, assigns, employees, and agents, from any and all liability, claim and/or demand arising out of or in connection with the creation and the use of the above-mentioned photograph, video, audio or endorsement, including any claim for defamation. This includes, but is not limited to, telephonic recordings at Corporate Offices made for training or quality control purposes.

TDS Lead Program

124. TDS must complete the TDS Lead Approval Application in order to be approved as a TDS. Any TDS applicant must show industry related background experience and working conditions

- Pass background check with no convictions for felonies or misdemeanors related to fraud, theft, identity theft, sexual crimes or violent crimes or any other crime deemed by *Travology* to be conflicting with *Travology* brand and business.
- Proven employee or independent travel agent history to include processing travel related to customized vacations, groups and/or any other experience that required high touch service.
- Been a travel agent and earned IATAN status or commissions over \$5,000 in any calendar year.
- Has developed vendor and supplier relationships
- Has developed a “niche” such as cruises, honeymoon, corporate or any other category that would be valuable experience to *Travology*.
- Willing to complete TDS profile to assure the right lead to the right agents.
- GDS knowledge with Sabre or Amadeus is a benefit but not required
- Required to have in home office space separated from any other distractions Has computer or laptop and proficient with on-line technology along with internet
- Willing to connect to company call system to record all calls related to *Travology* business
- TDS will be rated by client and *Travology* lead manager for performance and quality. Lead distribution will be based on ranking system and which TDS best fits the lead request.
- Complete the TDS lead program application and agreement

Once approved, TDS will be eligible to access leads through their TDS advanced back office. All leads must be called within the same business day to complete or set up a customer interview to go over client's travel details. All data will be documented in TDS notes section and all quote request will be completed within 3 business days unless agreed by client.

Investigations

125. Investigations are conducted by the *Travology* Compliance Department to protect the ICs, consumers and the company against negative publicity, legal ramifications or financial hardship and to ensure the adherence to the corporate guidelines outlined in these *Policies and Procedures*.

Investigations are a non-biased collection and examination of facts and circumstances surrounding a particular action, event, or individual where there is reason to believe a violation of the *Travology, Policies and Procedures* has occurred. In order to resolve any issues in a timely manner, ICs agree to cooperate fully and provide complete and accurate information to the investigator. Failure to cooperate fully and in a timely manner, whether the subject of the investigation or an ancillary witness, may result in sanctions against the IC's business, including fines, suspension and/or termination.

Seller of Travel Laws

126. California, Hawaii, Florida, Iowa, Nevada, Rhode Island, and Washington State require all travel agencies to register as a Seller of Travel and to comply with bonding and/or trust account requirements for sales to clients located in those states where *Travology* services are promoted. IC is required to place *Travology* Seller of Travel Registration Number on all marketing materials and business cards used to promote *Travology* services in those states. IC will not accept direct payment of any monies from any client but will refer all transactions, booking and processing of funds to be completed at the *Travology* website and/or *Travology* Call Center. Accordingly, IC shall either comply with the foregoing requirements or shall register as a Seller of Travel under the applicable state law or laws. Although there are thousands of governing laws and statutes on the books in the numerous jurisdictions in which IC operate, there is one critical new state law which requires specific publication in these *Policies and Procedures*, to wit: IC residing in Florida will be required to complete a *Sellers of Travel Independent Sales Agents – Statement of Exemption* annually. IC residing in Florida will find link to Florida agriculture department to register with Florida seller of travel law.

Travel Vendors Services Terms and Conditions (reservations, bookings, purchases)

127. IC agrees to abide by the terms and conditions of purchase imposed by any vendor/supplier the IC elects to deal with. All terms and conditions will apply, including cancellation and deposit policies, when purchasing products and services from vendors and or suppliers. *Travology* assumes no responsibility or liability for any errors or omissions from vendors and or suppliers. *Travology* requests travelers to review and evaluate all travel prohibitions, warnings and advisories issued by the government before booking travel to international destinations. By offering sales to international destinations, *Travology* does not represent or warrant said travel is advisable or without risk, nor does *Travology* assume liability.

Commission Plan

Levels

ITM - Independent Travel Marketer

ITP – Independent Travel Professional

TDS - Travel Destination Specialist

Type of travel	ITM	ITP	TDS
Automated website	50%	70%	80%
Offline booking *ITM/ITP completes booking	30%	70% *Process personal clients	80%
Lead booking *TDS takes lead	35%	70%/*30% *If TDS books the travel	50%

Travology receives commissions from suppliers approximately 60-90 days after travel is completed. *Travology* issues related percentage of “net” commission to IC based on IC rank and calendar month after *Travology* receives the commission from vendor.

Travology have “net rate” (non-commissionable) contracts where *Travology* is the merchant of record and sets the commission rate. IC will earn related percentage of established commission the calendar month after the trip is completed or in some cases IC may receive the commission the following week after full payment is received under certain circumstances as outlined in *Travology* advanced training.

Rank Requirements

Price, Qualification & Authorization

*Prices are subject to change at any time

Rank	Cost / Includes	Qualification/ Authorized
ITM	Travel Agent Business System: \$359 + \$39.95 per month - End consumer site - Back office (L1) - Net rate access - <i>Travology</i> agency training modules	Q= Entry level (new to industry) A= Only approved to market travel through end consumer website and not involved in booking process, or contact suppliers
ITP	Extra \$10 per month \$49.95 per month - All ITM items - Level 2 access - FAM access - Preferred suppliers	Q= Take referred agent training modules and pass related proficiency exam or/ past history in travel industry + background check A = Involved in booking process, quotes and offline bookings
TDS	Extra \$10 per month \$59.95 per month	Q= Interview plus industry history that could include IATAN qualified, GDS training, corporate and group experience A= Apply for lead program and GDS access (will require GDS seat license fee)

Fees Include

ITM: (Entry level with no experience)

- Private Labeled End Consumer Booking Engine Website (Personalized)
- Agent back office with level 1 permission
- Email support
- Accounting for commissions and customer reports
- Agent training (webinars and additional advanced training at reduced prices)
- Marketing tools
- *Travology* agent discounts (savings on personal travel)
- Invitation to join *Travology* FAMCations
- Invitation to vendor trainings and cruise ship inspections
- Invitation to annual *Travology* conference (vendor and supplier training plus agent awards)

ITP:

- *Travology* training modules for certification to be involved in booking process
- Background check
- Once approved earn higher commissions
- Private Labeled End Consumer Booking Engine Website (Personalized)
- Agent back office with level 2 permission (access to net rate preferred suppliers)
- Industry organization registration access (CLIA and IATAN)
- Access to industry supplier reward programs
- Email support
- Accounting for commissions and customer reports
- Agent training (webinars and additional advanced training at reduced prices)
- Marketing tools
- *Travology* agent discounts (savings on personal travel)
- Invitation to join *Travology* FAMCations
- Invitation to vendor trainings and cruise ship inspections
- Invitation to annual *Travology* conference (vendor and supplier training plus agent awards)

ITP:

- *Travology* training modules for certification to be involved in booking process
- Background check
- Once approved earn maximum commissions
- Private Labeled End Consumer Booking Engine Website (Personalized)
- Agent back office with level 3 permission (access to net rate preferred suppliers), Industry organization registration access (CLIA and IATAN), ability to apply for lead program, and if approved, access to GDS (extra license fee)
- Access to industry supplier reward programs
- Email support
- Accounting for commissions and customer reports
- Agent training (webinars and additional advanced training at reduced prices)
- Marketing tools
- *Travology* agent discounts (savings on personal travel)
- Invitation to join *Travology* FAMCations
- Invitation to vendor trainings and cruise ship inspections
- Invitation to annual *Travology* conference (vendor and supplier training plus agent awards)

Agreement: Yes, I agree to all terms, conditions and refund policy. I have read and agree to compensation plan that can change at any time

Signature: _____ Date: _____

ITP or TDS Application

Please complete and submit this form with your application

I am interested to participate as an Independent Contractor with *Travology* as a home based travel agent starting at an advanced level based on required experience. I will also agree to agency required back ground check to verify industry history, industry experience, and to assure I have no civil, or criminal history.

(Select one)

Independent Travel Professional (70% commission level)

Required experience: (check boxes that apply)

Involved in travel industry for minimum of one (1) year as a front line employee part time, or full time agent, compensated based on salary, or combination, of salary and commissions. (or)

Involved on the travel industry as an independent contractor for minimum of (1) year, contracted with a known host agency, and have earned over \$5,000 in commissions, within past 2 calendar years.

(plus) industry certification (name of program(s)) _____

(plus) earned IATAN status and or CLIA

(plus) have been involved in the quote and booking process from start to finish

(plus) have existing customer base, or clients, that are committed to applicant

(plus) willing to take PCI training

(plus) willing to follow all Agency quote and booking process

Travel Destination Specialist (80% commission level)

Required experience: (check boxes that apply)

Involved in the travel industry for minimum of three (3) years as a front line employee, part time or full time agent, with compensation based on salary, or combination of salary and commissions (or)

Involved in the travel industry as an independent contractor for minimum of three (3) years, contracted with a known host agency, and have earned over \$10,000 in commissions each year

(plus) some industry certification (name) _____

(plus) earned IATAN status and or CLIA

(plus) have been involved in the quote, and booking process, from start to finish

(plus) have existing customer base, or clients, that are committed to applicant

- (plus) is willing to take PCI training
- (plus) willing to follow all Agency quote and booking process
- Any GDS accreditation and/or experience (not required for consideration)

GDS Upgrade – Sabre

I would like to apply for consideration for access to Sabre GDS. I verify that I have prior Sabre GDS experience. I am willing to pay the initial \$99 one time set-up, and activation fee, then agree to pay additional \$10 per month Sabre licensing fee that will be added to the basic monthly maintenance fees based on level of level participation.

How many years' experience using Sabre GDS? _____

Agent Data Sheet

How many years in travel industry _____

What is your experience?

- IC Home based agent

Name of host agency _____

Agency website _____

Name of host agency _____

Agency website _____

(or)

- Employee of agency

What were your duties? _____

Name of agency _____

Agency phone number _____

Name of agency _____

Agency phone number _____

List travel industry education:

- 1- (course or institution) _____
- 2- (course or institution) _____
- 3- (course or institution) _____
- 4- (course or institution) _____
- 5- (course or institution) _____

GDS experience: (check any)

- Apollo
- World Span
- Sabre
- Amadeus

Industry affiliations (check any)

- CLIA
- NACTA
- IATAN
- OSSN
- ARTA
- Other _____

Specialty/Niche: (check any)

- Corporate
- leisure
- luxury
- Cruises
- Groups
- Non-profits

- Adventure/outdoors
- Golfing
- Honeymoon
- Senior travel
- College student travel

- Other _____

References (Non relative)

Name _____ Phone (_____) _____
Email _____ Relationship _____

Name _____ Phone (_____) _____
Email _____ Relationship _____

References (Family not living with you)

Name _____ Phone (_____) _____
Email _____ Relationship _____

Name _____ Phone (_____) _____
Email _____ Relationship _____

Supplier or Vendor References (if any)

Name _____ Phone (____) _____

Email _____ Company _____

Name _____ Phone (____) _____

Email _____ Company _____

Back Ground Check Form

DISCLOSURE REGARDING BACKGROUND INVESTIGATION *Travology* (“Company”) may obtain a “consumer report” about you from a consumer reporting agency for purposes to contract with Company as an Independent contractor (1099) non-employee. A “consumer” report is a background screening report that may contain information regarding your criminal history (specific for fraud, theft, ID or credit card theft or any felony), and credit rating, or other information about you related to entering into this agreement . It may bear upon your character, general reputation, personal characteristics, and/or mode of living.

ADDITIONAL STATE LAW NOTICES If you live in, work in, or are seeking an independent contractor (1099) for Company and you reside in New York, Minnesota, Oklahoma, or California, please note:

New York applicants: You are now receiving a copy of Article 23-A of the NY Correction Law.

Minnesota applicants: You have the right, upon written request, to receive a complete and accurate disclosure of the nature and scope of the consumer report. A consumer reporting agency must make this disclosure within five (5) days of receipt of your request or of the Company’s request for the report, whichever is later.

Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

Oklahoma applicants only:

Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

California applicants/employees only:

This is official notice that you are now receiving a copy of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW.

PERSONAL INFORMATION NEEDED FOR BACKGROUND CHECK Please supply the following information to facilitate a background check on you. ALL data will be kept secure and only used by Company for background check only:

I authorize this back ground check (signature) _____ Date: _____

Full First Name: _____ Date of Birth ____/____/____/

Middle Name: _____ Social Security _____

Last Name: _____ Maiden name _____

Drivers License # _____ State: _____

Email: _____ Phone # (____) _____

RESIDENCES FOR PAST 5 YEARS (Starting with current)

Address _____ City _____

State: _____ Zip code: _____ Year lived there: start _____ end _____

Own lease/Rent (if lease or rent complete below)

Landlord name _____ Phone (____) _____

Address _____ City _____

State: _____ Zip code: _____ Year lived there: start _____ end _____

Own lease/Rent (if lease or rent complete below)

Landlord name _____ Phone (____) _____

Address _____ City _____

State: _____ Zip code: _____ Year lived there: start _____ end _____

Own lease/Rent (if lease or rent complete below)

Landlord name _____ Phone (____) _____

Current or Prior Employment Past 5 years (starting with most recent)

Occupation _____ Date start _____ Date ended _____

Name of company/employer _____

Supervisor _____ Phone (____) _____

Email _____ Title _____

Can we call listed company to verify history: yes no / Part time Full Time

Occupation _____ Date start _____ Date ended _____

Name of company/employer _____

Supervisor _____ Phone (____) _____

Email _____ Title _____

Can we call listed company to verify history: yes no / Part time Full Time

Occupation _____ Date start _____ Date ended _____

Name of company/employer _____

Supervisor _____ Phone (____) _____

Email _____ Title _____

Can we call listed company to verify history: yes no / Part time Full Time

Any history you may want to notify company about that could affect the background check?
